



Responsibilities of Information and Communication Technology Patent Holders in Protecting Consumers who have Been Harmed

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Abstract

This research aims to examine the legal liability of patent holders of information and communication technology (ICT) products in protecting the rights of harmed consumers, as well as to analyze the forms of legal protection available to consumers who suffer losses due to the use of ICT products. The type of research used in this study is normative legal research, employing a statute approach, a conceptual approach, and a case approach. The results show that consumer protection in Indonesia is regulated through Law Number 8 of 1999 concerning Consumer Protection (UUPK), which obligates business actors to provide compensation for damages or losses caused by traded products, as stated in Article 19 paragraph (1). However, since many foreign business actors are outside the jurisdiction of Indonesia, legal responsibility is transferred to the importer or official representative in accordance with Article 21 of the UUPK, which creates a legal protection gap when problematic products have no official representative. Decision No. 235/PDT.G/2020/PN.JKT.PST indicates that the current law has not provided a sufficient deterrent effect, and consumers face significant challenges in seeking justice when business actors are based abroad. Legal protection for consumers of ICT products is carried out through both preventive and repressive approaches. Preventive protection includes product standardization, obligations to meet safety standards, and the provision of clear information to consumers as regulated in Article 7 of the UUPK. In the event of a violation, consumers may pursue dispute resolution through litigation or non-litigation means as provided in Article 45 paragraph (2) of the UUPK.

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Introduction

Development such technology rapidly has change life man in various field, with very rapid development This man has has Lots get benefit from development technology, development technology moment This has create world relations become borderless Development technology This Actually No can separated from activity business, because along with development of the times, activities business also experienced development so that distribution technology especially those that make it easier life man spread along need each country, activities business can happen through import and export, trade services, investments, licenses and franchises (*license and franchise*), as well as right on riches intellectual, or activities business other ^[1].

Development technology This Actually can considered as a knife that has two sides, where in one side development technology This as if become something sufficient foothold big as things that can help humans, such as for example technology in get information communication, where with development existing technology has delete distance communication or existing

¹Mohammad Sood, International Trade Law Second Edition, Rajawali Pers, Depok, 2022, p. 1.

information, a individual can communicate with another individual or get information from distance thousands of kilometers in time short through device the technology it uses, besides That development technology is also developing in various field like in field health, in field agriculture, trade, and so on, even with development existing technology can give birth to various work new previous one Not yet Once there is, like *streamer, content creator, software development, web development* and so on.

Development technology it also has impact negative, modernity, communication, and technology No Can separated with aspects the negative it produces ^[2]. Progress technology that continues to develop precisely make man lulled by modernity, communication, and modern technology. Various innovation, industry communication and style modern life can cause man isolated, marginalized, lost identity, even damage dignity. Ultimately, industry and modernity can bring humans in isolation ^[3]. Where with development technology that makes various the convenience offered to man in a way No direct give dependence to man That alone, with existence development technology also eliminates a number of work conventional, besides That Lots other dangers that arise.

Technology moment This often causes problems, whether they occur caused by humans or users or what happened Because malfunction system technology, problems The technology that occurs is also diverse, starting from from problems that only bother time or activity consumers that result small until with with problem threatening technology security consumers.

Related issues with technology in a number of year This Enough interesting attention, such as in case failure fatal vehicle autopilot features, to the latest explosion tool pager communication in Lebanon in September 2024, what happens abroad of course become warning that use devices technology information and communication own risk also happened in Indonesia especially For security for consumers in Indonesia.

Arrangement in a way law to use new technology Consequence from development Technology that must be quick done, after technology the start used by society, or people human, in other words law sued For can follow developments in the field technology with always anticipate development technology new and technology that will come ^[4]. The challenges of the times require every country in the world to adapt self with changes new emerging along developments in this era, the country must notice existing developments For compile various appropriate policies with developments of the times, in study this, the author emphasize discussion about not quite enough answer patent holder as perpetrator business For protect right consumer to product technology information and communication in Indonesia, where consumers in Indonesia also need get attention from government on development technology that has challenge to risks new that may be will appear later day If We looking in the mirror from a number of related cases with technology, especially since Indonesia is a big market

consumer for the perpetrators business owner various patents. Consumer is parties who often be in a lower position from perpetrator effort. Even in a number of study previously show that consumer often suffer loss on actions taken perpetrator business. Violation to right consumer solely Because objective For get profit ^[5].

During the reign Dutch East Indies Provisions related with protection consumers in Indonesia have there are. In a number of regulation In the legislation at that time, there were articles that could used as base protection for consumers. For example, the " contained " Civil Code (KUH Perdata) " about not quite enough answer seller in something agreement sell buy what has been arranged in Book II, Chapter V, Part 2. Meanwhile that, " Commercial Law Code (KUHD) " covers rule protection for party third, including passenger or goods in law maritime, as well as arrange about intermediary, insurance, letter valuable, and bankruptcy. In addition, the Criminal Code (KUHP) contains provision about action criminal like forgery, fraud, violation brands, and practices competition business that does not Healthy ^[6].

Rights the basics owned by consumers, including right on comfort, security, and safety in use something product actually has regulated by UUPK. However, when in something product appear something the problem that is results from patents that have been owned by the party certain. Patent owners often only own not quite enough answer on innovation the technology it has without need existence accountability or impact directly given to consumers.

Protection consumer based on on the principles that govern in provisions of Article 2 of the UUPK. Which in principles the covers principle benefits, certainty, justice, balance, protection to security and safety consumers, as well as guarantee certainty law. All principle This become foothold main in formulation regulation and implementation various purposeful efforts guard as well as ensure rights consumers ^[7]. So that all things that can harm consumers should get attention government, especially If kitu related with technology Of course would be very risky.

Uncertainty law be one of issue important, especially arrangement about not quite enough answer patent holders against technology information and communication circulating in the Indonesian market, even though has promulgation regulations like " Constitution Number 8 of 1999 concerning Protection Consumers " and " Law Number 13 of 2016 concerning Patents ", not yet There is rule specific arrange about not quite enough answer patent holder, where If arise existence something loss to consumer on use products technology information and communication There is gap emptiness the law that causes weakness protection consumer in face potential risk, violation privacy, damage product or even security in use technology information and communication the Based on theory not quite enough answer, the patent holder as perpetrator business own obligation law For ensure product marketed technology No harm consumer patent holders must responsible answer No only on intentional or negligence that causes harm consumers, but

2 Zainal Asikin, *Understanding Legal Philosophy*, Andi Publisher, Mataram, 2020, p. 164.

3 Ibid

4FH Edy Nugroho, "The Ability of Law to Anticipate Technological Developments," *Journal of Development Law Paradigms*, Vol. 1 No. 02 (2016), p. 109

5Nurul Fibrianti, "Indonesian Consumers: Protected and Protecting", *Progressive Law Journal*, vol. 11, no. 1, Apr 2023, p. 71.

6Antonius Purwanto, in an article published on <https://kompaspedia.kompas.id/baca/paparan-topik/sejarah-dan-potret-perlindungan-konsumen-di-indonesia> accessed on December 27, 2024

7Itra Saleh *et al.*, *Responsibilities of Business Actors to Consumers, Execution: Journal of Law and State Administration* Vol.1, No.3 August, 2023, p. 360.

also on risks inherent in the product they.

Although right exclusive the patent holder has arranged with clear in Patent law but No There is rules that are direct arrange How patent holders have not quite enough answer on impact negative from use products that have been patented the especially those who violate rights consumer or cause loss.

In context protection consumer to product technology information and communication used in Indonesia, there are a number of problems that indicate weakness regulation and supervision, including:

1. Absence arrangement special about not quite enough answer patent holders against rights held Consumer on use product technology information and communication, even though in " Constitution Number 8 of 1999 concerning Protection Consumer in Article 4 provides right to consumer on security, comfort and safety in use goods / services. " However in " Constitution Number 13 of 2016 concerning Patent " No There is rule specifically regulating not quite enough answer on loss consumers.
2. Emptiness regulations special about Protection Preventive and Repressive for Consumer to Product Technology problematic information and communication, in " Constitution Number 8 of 1999 concerning Protection Consumers“, Regulate mechanism settlement dispute between consumers and actors effort, but No There is rule specifically regulating about mechanism settlement dispute consumer with perpetrator businesses located abroad.

The problem that will be discussed in study This is How not quite enough answer law technology patent holders information and communication in protect right consumers who are harmed and how form protection law for consumers who experience loss consequence use product technology information and communication.

Instant messaging apps and social media platforms. These advancements allow for easier, faster, and more convenient interactions, even without the constraints of distance and time.

1) Types of Information and Communication Technology Products

a) Hardware

According to Susanto, as quoted by Wayan Gede Endra Bratha, hardware is a physical device that functions in the process of collecting, inputting, storing, and outputting data that has been processed into information ^[8].

b) Software

According to Davies, as quoted by Wayan Gede Endra Bratha, *software* is a program consisting of a series of instructions or commands that function to process data. This software acts as a link between the user, in this case a human, and the hardware, thus enabling effective interaction and data processing ^[9].

2. Research Method

Based on problems that have been formulated by the author,

type research used is study law normative. Ronny Hanitijo Soemitro explain that term study law normative originate from Language English, *normative legal research*, and Dutch, *normatief juridical onderzoek*. Research law normative, which is also known as study law doctrinal, research law dogmatic, or study legislative, is type internal research in discipline knowledge law, which in Anglo-American literature is called as *legal research* ^[10].

According to Bambang Waluyo, Research law normative (*legal research*)" is studies documents, namely use source material law in the form of regulation legislation, decisions / determinations court, contract / agreement / contract, theory law, and the opinions of scholars. Another name for study law normative is study law doctrinal, also called as study literature or studies document" ^[11].

3. Discussion

A. Patent Holder 's Responsibilities As Business Actors in Legal Protection Consumer

Accountability in law protection to consumer refers to obligations perpetrator business For ensure that service or the products they produce safe and not harm consumers. In practice, the responsibility answer This Can nature civil and criminal, depending on the type violations that occurred and the impacts they caused.

In Article 19 of the UUPK it is stipulated principle main Where perpetrator business own not quite enough answer full to losses suffered consumer on use goods or the services they provide produce, produce, or sell. Form not quite enough answer This covers replacement goods or service with equivalent, repair, refund, or form compensation others. If the consumer harmed Because there is disabled or error in product, actor business No can avoid not quite enough answer they only with reason ignorance or claim that product has fulfil standard production

Every perpetrator business own obligation ensure the products they sell safe and not cause loss for consumers, who are known as *Product Liability*. If the product sold it turns out risky or endanger consumers, producers must responsible answer. Apart from being obligation law, thing this is also important For guard trust customer.

Product liability is not quite enough answer law for the person or body involved in the process of manufacturing, assembly, processing, to distribution something products that must be fulfilled. In other words, good manufacturers, assemblers, processors, and sellers and distributors have obligation For ensure that the products they produce or market safe for consumers. If this happens detrimental problems users, they must responsible answer as with provision the law that has been applies ^[12].

Perpetrator mandatory effort responsible answer on product or the services they provide produce is those who run activity following :

- Producing finished goods, including raw materials or components used in the final product.
- Putting a name, brand, or other mark on a product without clearly identifying oneself as the manufacturer.
- Importing products into Indonesia.

8Wayan Gede Endra Bratha, Literature Review of Management Information System Components: Software, Database and Brainwar, Journal of Information Systems Management Economics (Jemsi), Volume 3, Issue 3, January 2022, p. 346.

9 Ibid.

10 Muhaimin, Legal Research Methods, Mataram University Press, Mataram, 2020, p. 45.

11 Ibid.

12Happy Susanto, Consumer Rights if Harmed, PT. Visimedia, Jakarta, 2008, p. 17.

- Distributing goods that do not have a clear producer or importer identity, whether local or imported products.
- Providing services, such as building apartments, or development housing area.
- Offering services that offer equipment rental heavy or upun tool transportation ^[13].

In other words, whoever is involved in production, distribution, or provision services that can influence safety and comfort consumer must responsible answer on quality and safety.

With framework not quite enough answer said, no surprising if appear practice in which the perpetrator business make an effort minimize obligation the law through clauses in Terms and Conditions service. Optional clause the law that places settlement disputes outside the territory of the Republic of Indonesia become tool for companies, especially in the sector technology For release self from reach protection consumer domestic, so that when happen loss or problem security, consumers forced face far-reaching procedures more complex, consuming time and cost tall For demand his rights. In some condition often the perpetrator business want to off from not quite enough the answer is, in Terms and Conditions the service list clause about provision law or choice the law used in its services, some company technology, usually use settlement or choice law outside the territory of the Republic of Indonesia so that consumers will more difficult For get justice because, for reach desired justice will difficult and complicated If must through settlements located abroad.

Agreement the Already set unilateral as well as No can changed, so that consumer only have two choices, "take it or leave it", namely accept all over rule What existence or reject it in a way overall. With condition this, the party with position weak in agreement No can chance negotiate rights and obligations ^[14]. As a result, consumers who experience loss often faced with obstacles difficult legal and administrative matters overcome.

In the era of globalization and increasingly digital trade growing, many transaction happen across countries, including purchase products and services from abroad. This is cause challenge in enforce the UUPK, especially when There is violations involving perpetrator business or manufacturer foreigners who do not is at in Indonesian jurisdiction.

In Article 21 paragraph 1 and Article 2 of the UUPK regulates that,

1. Importer goods responsible answer as maker imported goods if import goods the No carried out by agents or representative manufacturer overseas. "
2. Importer service responsible answer as provider service foreign if provision service foreign the No done by the agent or representative provider service foreign. "

The above rules confirm that importer goods responsible answer as maker imported goods if No There is agent or

representative official from manufacturer abroad. In this situation like this, importer become the only one parties who can asked not quite enough answer law to losses suffered consumer on disabled product or failure function.

If it happens absence manufacturer or patent holders in the Indonesian legal territory, are responsible answer to protection consumer still can enforced through party importer as replacement not quite enough answer manufacturer, this means not quite enough answer perpetrator existing business not in Indonesia or abroad no Can asked accountability If the product cause for consumers in Indonesia.

According to Az Nasution in Hukumonline, Protection Law Consumers (UUPK) only valid for perpetrator businesses operating within the jurisdiction of the Republic of Indonesia. Meanwhile that, for perpetrator business with overseas locations, implementation rule This depending on the agreement between the parties in agreement they ^[15].

As for example, Nasution who is also a MPR members said Amazon.com case. In the terms of use (*condition of use*) set by the company said, it is stated that every transactions made subject to the laws of the state of Washington, United States ^[16]. In the situation like this, UUPK does not own strength law For tie perpetrator business foreign. The only one method For uphold protection consumer to business abroad is with use relevant jurisprudence or agreement between countries which are instrument law civil international ^[17].

Consequence from matter the consumer No only must understand system law prevailing foreigners, but also face high costs as well as procedure complicated laws For submit demands or finish dispute. This is create inequality position perpetrator business with consumers, where the perpetrators business and company technology own profit from system more laws profitable for they.

Limitations the applicability of UUPK to perpetrator business foreign cause challenge in ensure rights Indonesian consumers. Certainty law demand existence clear, consistent, and enforceable rules implemented in a way effective to related parties in something transaction. In the transaction across countries, the limitations of UUPK show existence challenge in fulfil dimensions the.

Certainty theory the law proposed by Jan Michael Otto can used For analyze limitations the applicability of UUPK to perpetrator business foreign. Otto explained that certainty law own a number of dimensions main, namely clarity rules, consistency, effectiveness in implementation, as well as accessibility for society ^[18]. If it is related with protection consumer in transaction across countries, the limitations of UUPK show existence challenge in fulfil dimensions the.

1. In terms of regulatory clarity, the Consumer Protection Law specifically applies only to businesses operating within Indonesian jurisdiction. However, in global trade, this regulation does not provide certainty for Indonesian consumers transacting with foreign businesses. The absence of clear provisions governing consumer protection mechanisms in cross-border cases creates

13 Abuyazid Bustomi, Business Actors' Responsibilities for Consumer Losses, Journal of the Faculty of Law, University of Palembang SOLUSI, Vol 16 No 2 2018 , p. 162.

14Ghazwan Aqrabin Faqih *et al.*, Standard Clauses in Sales and Purchase Agreements via E-Commerce according to Indonesian Positive Law, Notary Journal Volume 4, No. 2, July-December 2023. Pg. 845.

15Hukumonline, in the article In E-commerce, Information is the Core of Consumer Protection in <https://www.hukumonline.com/berita/a/dalam--iecommerceinformasi-merupakan-inti-perlindungan-konsumen-hol2993?page=all#> accessed on March 17, 2025.

16 Ibid

17 Ibid

18Location. cit. I Dewa Gede Atmadja and I Nyoman Putu Budiarta, p. 206.

- legal uncertainty.
2. In terms of consistency, the application of the Consumer Protection Law (UUPK) to foreign business actors depends on the existence of an agreement between the parties or an international civil law instrument. This has the potential to create inconsistencies in consumer legal protection, as not all international transactions have agreements that benefit Indonesian consumers. As a result, in some cases, consumers may obtain protection, while in others, they may lack a strong legal basis to assert their rights.
 3. In terms of accessibility, Indonesian consumers may experience difficulties in understanding and enforcing their rights when dealing with foreign businesses. Without clear and accessible mechanisms for consumers, such as international treaties clarifying legal jurisdiction or international cooperation on consumer protection, they are vulnerable to rights violations.

If referring to theory not quite enough The answer put forward by Abdulkadir Muhammad will be difficult applied, but can taken conclusion that,

1. When the technology product Information and communication causes harm (such as system damage, data leaks, or physical harm) whether intentionally or unintentionally perpetrator business must responsible answer, If product the No originate from perpetrator businesses located in Indonesia, importers as the parties bringing products to Indonesia cannot escape responsibility on the grounds that they only act as distributors as regulated in Article 21 of the UUPK.
2. The patent owner can be responsible for losses arising from the ICT product he patented, to the extent the patent he owns is commercialized, even though he did not make a direct mistake or was not negligent. However, if the loss arises after the patent is transferred or carried out by the party to whom the patent is licensed, then the person who is responsible for causing loss to consumers is the patent holder who carries out the commercial activity.
3. If we refer to the Consumer Protection Law, foreign business actors can only be responsible for consumers who are harmed by their products if there is an agreement between both parties stating this, if not, then the responsibility lies entirely with the distributor, or if the company has an official representative in Indonesia, then the one who can be held responsible is the official representative.

Patent holders can become perpetrator business when use right exclusive For produce, sell, or give license on his invention. With involvement in activity economy said, the patent holder includes subject laws subject to provisions protection consumers. This means they No only entitled on profit, but also responsibility answer on impact patented product to consumers.

With thus, the provisions in the UUPK it is emphasized that protection consumer still become priority, regardless from origin products. Either through importers, distributors, and

representative official, responsible answer on loss consequence product technology Information and communication still must can accountable in accordance with laws in force in Indonesia.

B. Forms of Legal Protection for Consumers Who Experience Loss Consequence Use Product Technology Information and Communication

According to Philipus M. Hadjon " Protection law repressive aim For finish dispute in broad meaning, encompassing effort protection law for public through justice general and justice administration in Indonesia"^[19].

Furthermore Philipus M. Hadjon explain that protection law repressive aim For protect every individual as part from society, where they entitled demand fulfillment his rights as form embodiment justice (*the right to be heard*). In addition, the government make an effort provide the widest possible access for society so that they can get information related to the fulfillment process right they (*access to information*), as part from practice good governance^[20].

According to Prof. Husni himself explain that " conflict is something a condition in which two or more party involved in effort maintain each other's mutual goals contradictory, and try influence other parties to accept that objective they is the most correct."^[21].

"Constitution Number 8 of 1999 concerning Protection Consumers (UUPK)" " Arrange about Settlement Dispute between consumers and actors business. " Chapter This become runway law for consumers who feel harmed consequence action perpetrator business that does not in accordance with regulation legislation.

“Settlement dispute in law protection consumer as regulated in Article 45 paragraph Article (2) of the Law number 8 of 1999 concerning protection consumers, “““ can done through two paths main, namely track litigation (court) and non- litigation channels (outside the court) court. "

2. Non-Litigation Dispute Resolution

If we refer to the provisions " in Article 49 paragraph (1) of the Consumer Protection Law (UUPK), " it can be understood that the resolution of disputes between consumers and business actors outside the court should be carried out through the Consumer Dispute Resolution Agency (BPSK). This means that BPSK is the only institution that is officially authorized to handle consumer disputes outside the courts.²²

Out-of-court dispute resolution is the first option consumers can pursue because it's quicker, cheaper, and less complicated than going through the courts. There are several options available. options that can be taken consumer in frame settlement dispute consumers outside court, namely,

A. Negotiation

The definition of negotiation according to KBBI is the process of negotiation carried out through negotiations For reach agreement together between One party (group or organization) with party others; methods settlement dispute in a way peace through dialogue between parties involved in

19 Philipus M. Hadjon, Legal Protection for the Indonesian People, Bina Ilmu, Surabaya, 1987, p. 3.

20 Ibid

21 Lalu Husni, Settlement of Industrial Relations Disputes Through the Courts and Outside the Courts, PT. Raja Grafindo Persada, Jakarta, 2005, p. 2.

22 Hulman Panjaitan, Consumer Protection Law - Repositioning and Strengthening the Institution of Consumer Dispute Resolution Agencies in Providing Protection and Ensuring Balance with Business Actors, Jala Permata Aksara, Jakarta, 2021, p. 99.

dispute^[23]. Negotiations in general used in relative cases simple and not too complex, where the parties have good faith. Good can Work The same For find mutually beneficial solutions profitable. This process allows they For reach agreement in a way peace without need involving mechanism settlement dispute through court^[24] negotiation process through negotiations be one of mechanism main For finish conflict between consumers and actors business in a way peace. Dispute This can arise consequence mismatch product or service with agreement, losses suffered consumer consequence disabled product, or violation rights consumer other.

Through negotiations, consumers and actors business can look for mutually beneficial solutions profitable without must go through track litigation that tends to more long and expensive. Completion dispute consumer through negotiations are also in line with principle protection consumers who prioritize access fast and efficient justice.

b. Mediation

Mediation is a completion process dispute with help party the third one who acts as mediator. Parties third This provide suggestions and input to second split parties so that they can reach fair and profitable agreement for all^[25] mediation can become effective alternative for consumers who experience loss consequence product said. Rather than through a long and expensive legal process, mediation allows consumer For direct negotiate with perpetrator business or producers to get more solutions fast, like compensation or repair product.

c. Conciliation

Conciliation is method settlement disputes that provide freedom to the parties For reach agreement. The process similar with mediation, but own difference main. Conciliation tend more formal, and conciliatory No only play a role as the mediator who receives evidence and facts from the parties, but also has authority For look for as well as gather proof in a way independent to get a clearer picture objective about disputes that occur^[26].

d. Arbitration

Arbitration is one of the method settlement external disputes courts based on agreement between the parties. In this process, the parties pointing a or several arbitrators who have authority For take decision. Arbitration often become Interesting choice, esp for circles entrepreneurs, because considered more flexible, efficient, and confidential compared to the litigation process in court. In fact, arbitration often called as "the court of entrepreneurs" because give freedom for they For finish dispute in accordance with interests and needs business they^[27].

BPSK was formed For give alternative settlement dispute consumer in a way fast, simple, and low cost light, but in in

practice institution This often face various obstacles, starting from limitations budget, lack of source Power humans, until lack of understanding public about the role and function of BPSK Alone.

Other weaknesses of BPSK stated in " the provisions of Article 54 paragraph (3) of the Law Protection Consumers (UUPK) states " that decision Settlement Body Assembly Dispute Consumer (BPSK) is final and binding. However, this This looks No in line with " the provisions of Article 56 paragraph (2) UUPK " which give room for the parties For submit object on BPSK decision to court. There are differences arrangement This cause ambiguity of norms, so that create uncertainty law. As a result, the goal the formation of BPSK as an alternative forum settlement dispute expected consumers capable overcome boredom and dissatisfaction public towards the judicial process general No can come true optimally.²⁸

Dispute Resolution in Court (Litigation)

If non-litigation dispute resolution methods such as mediation or conciliation are unsuccessful, consumers can take their cases to court. This step is usually taken to obtain legal certainty, especially if the business entity is uncooperative or if the case involves significant losses.

Although the decision handed down by the BPSK panel is final and binding, "any dissatisfied party still has the opportunity to file an objection with the District Court. This objection must be filed within 14 days, and the District Court will then rule on the case within 21 days. If the decision from the District Court is still not received, the disputing party can file an appeal with the Supreme Court of the Republic of Indonesia, with a filing deadline of 14 days, and the Supreme Court will issue a decision within 30 days"^[29].

In many situations, the courts are the last option when business actors refuse to make peace or do not fulfill the agreements made in the alternative dispute resolution process.

"Parties who can file lawsuits or file lawsuits against business actors through the courts " according to Article 46 paragraph (1) of Law Number 8 of 1999 concerning Consumer Protection " include:

- 1) A "consumer who is harmed or the heirs concerned."
- 2) A group of "consumers who have the same interests" qualified self-help consumer protection institution, namely a legal entity or foundation whose articles of association expressly state that the purpose of establishing the organization is for the benefit of consumer protection and has carried out activities in accordance with its articles of association.
- 3) The government and/or related agencies if the goods and/or services consumed or utilized result in major material losses and/or a significant number of victims.

³⁰

23 Meaning of the word Negotiation, <http://kbbi.web.id>. Accessed on March 16, 2025.

24 Syafrida and Ralang Hartati, The Advantages of Civil Dispute Resolution Through Negotiation, *Surya Kencana Dua Journal: Dynamics of Legal and Justice Issues* Vol. 7 Number 2 December 2020, p. 255.

25 Abdul Atsar and Rani Apriani, *Textbook of Consumer Protection Law*, Deepublish, Yogyakarta, 2019, p. 89.

26 Shinta Dwi Enggraini and Suherman, Effectiveness of Dispute Resolution by the Jakarta Consumer Dispute Resolution Agency (BPSK) Through the Conciliation Process, *Journal of Legal Reform*, vol. 26, no. 1, pp. 98–115, June 2022, pp. 100–101.

27 Saqinaya Ananda *et al.*, Alternative Dispute Resolution Through Arbitration Through the Consumer Dispute Resolution Agency (BPSK), *Maleo Law Journal* Volume 8, Issue 1 April 2024, p. 95.

28 Kurniawan, *Consumer Protection Law – Problems of the Position and Power of Decisions of the Consumer Dispute Resolution Agency (BPSK)*, Universitas Brawijaya Press, Malang, 2011, p. 90.

29 Yessy Kusumadewi and Grace Sharon, *Consumer Protection Law*, Fatimah Azzahrah Institute, Sleman, 2022, p. 164.

30 Abdul Atsar, *Op. cit.* pp. 103-104.

As for the procedure settlement disputes in court started with submit lawsuit to courts that have authority. This process generally divided in three stages that is,

- The initial stage starts from filing a lawsuit to the process of mutually providing answers between the parties.
- Stage second, the determination, which includes the process of providing evidence until the judge issues a verdict final stage is the implementation of the decision. Each stage typically takes a considerable amount of time, requires significant costs, and involves complex procedures^[31].

According to Abdul Atsar, there are several types of lawsuits that consumers can file, namely, "civil lawsuits, class action lawsuits, lawsuits in the public interest, lawsuits against the government and/or related agencies, and objections to decisions of consumer dispute resolution bodies."³²

A. Lawsuit Civil

A civil lawsuit is a claim for rights generally based on an unlawful act or breach of contract. Both are regulated in the Civil Code, although they are contained in different articles. " Claims based on unlawful acts usually refer to " Article 1365 of the Civil Code, " while for default generally refers " to Article 1243 of the Civil Code. "³³

B. Lawsuit Representation Group

In the Consumer Protection Act, there is a mechanism for class action lawsuits, where the Consumer Protection Act regulates a legal procedure that provides an opportunity for a group of people with similar interests to file a joint claim to obtain compensation or other forms of compensation. The provisions regarding this are stated " in Article 46 paragraph (1) letter b of Law Number 8 of 1999. "³⁴

C. Lawsuit For Public interest

The Non-Governmental Consumer Protection Institution (LPKSM) has legal standing as a party in the judicial process to defend the interests of consumers. LPKSM has the authority to file a lawsuit as long as it can show that the institution, along with the consumers it represents, are also the injured parties. This authority is stated in Article 46 paragraph (1) letter c and paragraph (2³⁵) of the Consumer Protection Law.

D. Lawsuit Government and/or Institutions Related

If the goods and/or services consumed or utilized cause significant material losses and/or result in many victims, then the government or related agencies have the authority to file a lawsuit. Provisions regarding this matter are " regulated in Article 46 paragraph (1) letter d of Law Number 8 of 1999. "³⁶

E. Object To Decision of the Settlement Body Dispute Consumer

"The decision made by the Consumer Dispute Resolution Agency (BPSK) is final and binding, so it does not provide room for consumers or business actors to file an appeal or cassation." However, "Article 56 paragraph (2) of the Consumer Protection Law still provides an opportunity for the parties to file an objection to the decision to the district court" In addition, there is still the possibility of continuing the legal process by submitting an appeal to the Supreme Court^[37].

With existence mechanism this, it is hoped consumer own various track law For get maximum protection. availability various track law the No as well as immediately ensure effective protection if No followed with strengthening regulation and awareness from the perpetrators business to not quite enough answer they to consumers who use product they.

If referring to the theory protection the law put forward Philipus M. Hadjon, in protection consumer can concluded that,

1. First, preventive legal protection aims to prevent rights violations through regulation and oversight before problems arise. In issues related to ICT products, this can include technical regulations, distribution permits, and business actors' obligations to guarantee product safety and suitability before marketing. The government must ensure that ICT products entering the Indonesian market meet consumer protection standards. Information regarding potential risks, usage instructions, and security features must be clearly communicated to consumers. The government can also establish regulations requiring technology products entering the Indonesian market to have official representatives as a preventative measure to protect consumers.
2. Second, repressive protection is a form of protection after a loss or violation of rights occurs, usually carried out through dispute resolution or compensation. In consumer protection law, consumers who are harmed by ICT products have the right to demand accountability, either through the courts (litigation) or dispute resolution institutions such as BPSK (non-litigation). However, as time goes by, producers of technology products may be outside national jurisdictions that enter the Indonesian market not through importers appointed by the company, so that responsibility can only be borne by the importer, not the producer of the technology product.

Closing

A. Conclusion

Patent holder as perpetrator business own not quite enough answer For protect rights consumers. Based on Article 19 paragraph (1) of the UUPK, the perpetrator business must give change make a loss on damage or loss consequence traded products. However, many perpetrator effort, no is at in jurisdiction Indonesian law, so that not quite enough answer law diverted to importer or representative official as

31 Yessy Kusumadewi and Grace Sharon, Op. cit, p. 165.

32 Abdul Atsar, Op. cit, p. 96.

33 Hanna Firdausi Pratonggopati *et al.*, Legal Certainty in the Merger of the Basis for a Lawsuit for Default and Unlawful Acts, ACTA DIURNAL Journal of Notary Law Volume 7, Number 1, December 2023, page 101.

34 Abdul Atsar, Op. cit, p. 97.

35 Willa Wahyuni, quoted in the article <https://www.hukumonline.com/berita/a/lpksm-dapat-ajukan-gugatan-terhadap-pelaku-usaha--ini-caranya-lt645da6e7d1b76/?page=2>.

36 Abdul Atsar, Op. cit, p 99.

37 Ibid

confirmed in Article 21 of the UUPK. This condition cause emptiness protection law if perpetrator business No own representative official in Indonesia. In the case of personal data leak is one of the company domestic e-commerce technology as in Decision No. 235/PDT.G/2020/PN.JKT.PST, where even though the judge was right in consideration, but applicable regulations Not yet capable give effect deterrent to perpetrator business, especially If later day done perpetrator business that does not is in the legal territory of Indonesia, which results in consumer difficulty get justice.

Protection law to consumer on product technology Information and communication technology (ICT) includes two approaches main, namely protection law preventive and repressive. Protection preventive is very relevant protection in problem this is one of them with standardization product, actor ICT business that will circulating in Indonesia is necessary fulfil standard security certain, as well as give clear information as has been explained related with obligation perpetrator regulated business in Article 7 of the UUPK, apart from That if perpetrator business do violation or negligence on service or the products they trade harm consumers, consumers can do settlement dispute Good through track litigation both litigation and non- litigation as has been arranged in Article 45 paragraph (2) UUPK

B. Suggestion

Government need make regulations about obligation company technology information and communication For make office representation official before market product technology they to the Indonesian market, so that if There is consumers who are harmed by the product the easy get justice as well as accountability from perpetrator business mentioned, besides That the government also needs set strict standardization of information and communication technology products originating from from external products circulating in Indonesia. This standardization must cover cybersecurity, personal data protection, and the quality and safety of technology products used by consumers, so that potential risks to consumer health can be prevented early. The government must strengthen supervision of company technology marketing information and communication products in Indonesia. One effective step is to revise the Consumer Protection Law and the Patent Law to require every company technology To have a representative office in Indonesia. The presence of this representative office will facilitate supervision, law enforcement, and consumer dispute resolution. Thus, Indonesian consumers will have more effective access to legal protection mechanisms if they suffer losses due to technology products.

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