

Implementation of Imbalance in Food Purchase Transactions in the City of Tidore

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ABSTRACT

This study aims to analyze the implementation of equal rights in food buying and selling transactions in the City of Tidore Islands. As well as reviewing the legal remedies that can be given to provide protection to consumers who buy foodstuffs unfit for consumption in the City of Tidore Islands. The research method used in this research is a type of empirical legal research, namely research that looks at the application of laws and regulations in society. The research carried out includes the type of qualitative field research (field research), which is research that emphasizes the completeness of the data collected, namely in the form of primary and secondary data. The results of this study show that the Implementation of Equal Rights in Food Buying and Selling Transactions in the City of Tidore Islands is based on various applicable regulations that can protect the rights and interests of food consumers. These regulations include the Consumer Protection Law (UUPK), the Health Law, the Food Law, the Minister of Health Regulation and related technical regulations. However, empirically, consumer protection of canned food and beverages is not in accordance with the Right to comfort, security, and safety in consuming goods and/or services, the right to choose goods and/or services and obtain goods and/or services in according to the exchange rate and the conditions and guarantees promised, the right to compensation, compensation and/or replacement, if the goods and/or services received are not in accordance with the agreement or are not as they should be.

INTRODUCTION

The current rapid development of the national economy is due to advances in science and technology. Advances in science and technology have supported the success of the economy and trade in Indonesia. The manifestation of developments in the economic and trade sectors is marked by various food ingredients that are marketed freely, both domestic and foreign products. Economic progress has spurred the growth of the production and trade sector which in reality has indirectly created a strong position for business actors on the one hand, and placed consumers on the weak side (Syauqi, 2016).

Some business actors in carrying out their activities often ignore the interests of consumers. Given this position, consumers are often "forced" to accept goods/ services, even though they are not in accordance with their needs. Such conditions can result in the position of business actors and consumers becoming unbalanced.

Consumers whose existence is very unlimited with very varied strata cause producers to carry out marketing and distribution activities of goods and/or services in the most effective way possible in order to reach these very diverse consumers (Wati, 2020). For this reason, all approaches are attempted so that they cause various impacts, including conditions that lead to negative and even dishonorable actions that originate from bad intentions. Adverse impacts that commonly occur, among others, relate to the quality or quality of the goods from the confectionary material.

Basically, the business actor-consumer relationship is a dependent relationship, meaning that a business actor cannot produce goods independently without thinking about how to market them (Aprianti, 2019). And vice versa, consumers cannot only think that because they have money, they are free to make their choices. Therefore, a balance is needed between business actors and consumers. Many business actors take refuge behind various "pseudo" information provided by business actors to consumers. Business actors often cover up, relinquish their responsibility to provide actual information regarding food ingredients to be marketed.

Convenience of consumers in consuming a food ingredient is a special concern for consumers in particular and business actors in general. Many considerations are made by consumers in consuming a food ingredient so that consumers get comfort and safety.

Article 8 paragraph (2) of Law Number 8 of 1999 concerning Consumer Protection (hereinafter written UUPK) states that Business actors are prohibited from trading damaged, defective or used, tainted goods without providing complete and correct information on the goods in question. Consumers have the right to security, that is, consumers have the right to security for the goods and services offered to them.

The right to obtain correct information is one of the consumer rights formulated in Article 4 of Law Number 8 of 1999 concerning Consumer Protection (Indonesia, 1999). Besides the rights regulated in article 4 of Law no. 8 of 1999, there are also consumer rights which are formulated in subsequent articles, especially those formulated in article 7 which regulate the rights and obligations of business actors. Because it is so important that complete information on a product and/or service should make business actors aware of respecting consumer rights, producing quality goods and/ or services, the time they are consumed or used, following applicable standards at a reasonable price.

Consuming food can make decisions based on accurate information so as to create honest and responsible food trade which will lead to healthy competition among food business actors (Nurita & Lubis, 2019). Regarding food that includes a statement that the food meets these requirements, business actors must be responsible for the truth of this statement. Provisions regarding food safety, quality and nutrition circulated in the City of Tidore Islands.

Food ingredients must not be harmful if consumed so that consumers are not harmed both physically and spiritually. However, it is known that the circulation of damaged packaged food and beverages does not only occur in large supermarkets and modern markets. However, it can also be found in many traditional markets, and it also occurs in the City of Tidore Islands.

The same provisions also apply to national food production. For consumers, they need food that is safe for the health and safety of their bodies and souls. Therefore, what is needed are legal principles that guarantee safe conditions for each food to be consumed by consumers and are equipped with correct, honest and responsible information based on the principle of balance in food buying and selling transactions in the City of Tidore Islands.

Based on the description above, this is what is important in this research and is an important highlight and very interesting to do research on. So in this study, "Implementation of

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Imbalance in Food Purchase Transactions in the City of Tidore Islands" was chosen, as the title in this study which made the authors interested in further researching and discussing this problem. The aims of study are; (1) to examine the implementation of equal rights in food buying and selling transactions in the City of Tidore Islands, and (2) to analyze legal remedies that can be given to provide protection for consumers who buy food that is not suitable for consumption in the City of Tidore Islands.

METHODS

This research uses empirical legal research, this empirical legal research is carried out by examining the law in reality on the ground (Efendi et al., 2016). This type of research is often referred to as Socio Legal Research (Baker, 2010). In empirical legal research, what is initially studied is secondary data which is then followed by research on primary data in the field. While descriptive research is intended to provide data that is as precise as possible about humans, conditions or other symptoms. This research can be categorized as descriptive legal research. This research was conducted in the City of Tidore Islands. The reason for the researchers choosing this research location was because the researchers came from the region or area and knew enough about the conditions of the development of cases in buying and selling food transactions in the area that was the research objective. So, it is hoped that it can bring benefit and balance in line with the regulations that apply to the community in the City of Tidore Islands.

Primary data is data or research results that have been obtained directly in the field. Primary data is the most important source, facts and descriptions of all events that researchers want in each study. In qualitative research, the main data source is the words and actions of each interviewee.

Secondary data is data obtained or collected from various research methods that focus on targeted sources and books related to primary data and contain further information about primary data. Tertiary data, are instructions regarding primary materials or secondary materials that come from the Big Indonesian Language Dictionary (KBBI), Legal Dictionary, Encyclopedias, the Internet.

Literature study is useful for obtaining a theoretical basis by reviewing and studying books, laws and regulations, documents, and research results related to the problem that is the object of research.

The data that has been collected, namely primary data or secondary data, is then analyzed using qualitative methods, namely an analysis of data sources clearly and will be detailed in the form of sentences so that the conclusions are clear. The data that has been obtained is then formulated in the form of sentences which are arranged in a structured and systematic manner so that a clear picture of the formulation of the problem can be obtained which will be examined at a later stage. Qualitative data analysis will be carried out by processing all data deductively, starting from a general knowledge base and then examining specific matters.

RESULTS AND DISCUSSION

Implementation of Equal Rights in Food Purchase Transactions in the City of Tidore Islands

A sale and purchase transaction can be interpreted as a transaction of exchanging goods that have value, in which one party (the seller) sells the item, and the other party (the buyer) buys the item in accordance with the agreement. In short, buying and selling is a transaction between the seller (business actor) and the buyer (consumer). In a sale and purchase agreement

there are two parties, namely the seller and the buyer. A seller is someone who sells goods or services to consumers/buyers. While the buyer is someone who buys certain goods or uses certain services and is called a consumer.

Buying and selling in consumer protection law itself is not explained directly. However, consumer protection has principally adhered to the principle of the privity of contract. This means that a business actor can only be held legally responsible as long as there is a contractual relationship between him and the consumer. Therefore, there is a view that consumer protection law is closely correlated with contract law, especially civil agreements (Sinaga & Sulisrudatin, 2018). As in law consumer protection, there are legal aspects that regulate it such as civil law. In the agreement, the seller is obliged to hand over the object of sale and purchase to the buyer and is entitled to receive the price and the buyer is obliged to pay the price and is entitled to receive the object. So that the elements listed in the definition are legal subjects, namely sellers and buyers: (1) there is agreement between the seller and the buyer regarding goods and prices; and (2) there are rights and obligations that arise between the seller and the seller buyer (Salim, 2021)

Buying and selling is an agreement with one party bind himself to surrender the ownership rights to an item and the other party to pay the price that has been promised. The one who is promised by one party (the seller), surrenders or transfers his ownership rights to the goods offered, while the one promised by the other party pays the agreed price.

Delivery of goods by the seller to the buyer is the property right over the goods, so it is not just the power over the goods. The seller is obliged to state clearly for what he is binding himself for, all promises that are not clear and can be given various meanings, must be interpreted as a loss. He has two main obligations, namely to deliver the goods and bear it. The main obligation of the buyer is to pay the purchase price at the time and place as determined by the agreement. If at the time of making the agreement it was not specified, the buyer must pay at the place and at the time of delivery should be done (1513-1514 Civil Code).

Food is one of the most important needs for consumption everyone, both men and women, parents to children consume it all the time. Therefore, their needs must be adjusted to the provisions stipulated through statutory regulations as guidelines for ensuring food quality and safety. Regulations governing food products are intended as a legal basis for the regulation, guidance and supervision of food production, distribution and or trading activities or processes. As a reference for food in consumer protection, several regulations related to food products, especially damaged food products, are obtained, namely; (1) law Number 8 of 1999 concerning Consumer Protection Law Number 18 of 2012 concerning Food; (2) law Number 36 of 2009 concerning Health, and (3) republic of Indonesia Government Regulation Number 28 of 2004 concerning Food Safety, Quality and Nutrition.

Based on these laws and regulations, it can be seen that there are quite a number of regulations regarding food products, clear and firm. Even so, business actors often do not implement and ignore it. Business actors are negligent and do not show good faith as business actors. Business actors often neglect their obligation to always have good intentions in doing business.

The Consumer Protection Act does not explain in detail how to protect consumers regarding food ingredients but explain more about the good faith of business actors because it covers all stages in carrying out their business activities. Consumer protection itself is all efforts that guarantee legal certainty to provide protection to consumers. One part of consumer law is the

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aspect of protection, for example how to defend consumer rights against interference from other parties (Shidarta, 2020).

Food is the most important thing in everyday life without eating and drinking enough humans cannot be productive in carrying out their activities. Food in this case must include security, safety of human health, both physically and spiritually. Thus, business actors are expected to apply the regulations in Articles 8 and 9 of the UUPK, namely business actors are prohibited from trading damaged, defective or used, tainted goods without providing complete and correct information on the goods in question.

Articles 19 to 28 UUPK have stated explicitly regarding the responsibility of business actors to consumers Article 19 states that business actors can be held responsible when the goods traded are defective, damaged and even cause harm to consumers because they consume them and it is also explained that claims for such losses can be in the form of compensation such as compensation for medical expenses or compensation other.

Article 90 paragraph (1) Law Number 18 of 2012 concerning Food explained that "everyone is prohibited from distributing contaminated food". With regard to the production of food and beverages that are easily obtained on the market, it is possible for food and beverages to circulate which do not meet health requirements, namely: safe, quality and nutritious.

Every person who trades distributed food is necessary be burdened with responsibility, especially if the food they sell causes harm, both harm to the health of humans who consume the food. The safety of a food product is one of the important factors that must be considered in daily consumption, as Article 67 of Law Number 18 of 2012 concerning Food stipulates that food safety is carried out to keep it hygienic, safe, quality, nutritious and to prevent possible contamination. biological, chemical and other objects that can harm and endanger human health, meaning that before the food is distributed it must meet the requirements for quality, appearance, taste and not be damaged by damaged packaging such as being contaminated with defects/damage so that it is safe for consumption by consumers.

According to research data on consumer legal protection of food in traditional markets, normatively all regulations regarding food products. Indonesia has met the standards and the regulations are sufficient and adequate, but in the process of enforcing the regulations, it can be said that in many cases the written rules are often violated and their implementation is not carried out optimally. Especially for business actors to run their business honestly so that consumers do not suffer losses. However, the problem faced by many unscrupulous business actors deliberately deviates from the written rules regarding the distribution of food products. that can endanger human life.

The need for food is a basic need for humans which is closely related to the health and safety of the people who consume it. Therefore, the responsibility of business actors in the field of food and food processing is a big and heavy responsibility so that business actors must be able to guarantee the safety of their products. This is what is meant by equality of rights in food buying and selling transactions in Law Number 8 of 1999 concerning Consumer Protection.

The requirements that must be met by business actors in production from the pre-production stage to the post-production stage in general cover all forms of consumer protection. In the field of food processing all consumer rights mentioned in Article 4 of Law Number 8 of 1999 concerning Consumer Protection have been covered, but this does not only apply to the field of food processing because in general consumer protection covers all fields of production.

According to Article 1 number 1 Law Number 8 of 1999 concerning Consumer Protection Consumer protection is all efforts that guarantee legal certainty to provide protection to

consumers. "Consumer protection is basically part of consumer law which contains principles or rules that are regulatory and also have the nature of protecting consumers and their rights".

One form of such efforts namely issuance of regulations containing requirements that must be met by business actors in carrying out production activities so that the goods or services they produce are safe for consumption. Fulfillment of the requirements by business actors is mandatory, so if the business actors do not carry out these obligations or only carry out part of them, it means that they are considered to have committed a violation, and also the risk that will arise is that the goods or services become unsafe for consumption due to not achieving the quality standards set has been established.

RightThe most important thing for consumers to get protection is the right to security and safety. Article 13 Law number 7 of 1996 concerning Food states that food ingredients may not be harmful if consumed so that consumers are not harmed both physically and spiritually. However, it is known that the circulation of damaged packaged food and beverages does not only occur in large supermarkets and modern markets. However, it can also be found in many traditional markets, and it also occurs in the City of Tidore Islands.

The same provisions also apply to national food production. For consumers, they need food that is safe for the health and safety of their bodies and souls. Therefore, what is needed are legal principles that guarantee safe conditions for each food to be consumed by consumers and are equipped with correct, honest and responsible information based on the principle of balance in food buying and selling transactions in the City of Tidore Islands. As a form of implementation of equal rights in food buying and selling transactions in the city of Tidore Islands, empirically the researchers obtained various existing data and facts during the research, at the Tidore Islands City Food Security Service, namely as follows:

Implementation of Equal Rights in Food Purchase Transactions at the Food Security Office of the City of Tidore Islands

The Food Security Service is a supporting element having the main task of supporting and assisting the Mayor in carrying out concurrent government affairs in the food sector which are the authority of the Regional Government and assistance tasks in accordance with statutory provisions. In carrying out its main duties, the Food Security Service has the following functions:

- 1) Formulation of regional policies in the field of food availability, food insecurity, food distribution, food reserves, consumption diversification and food security;
- 2) Formulation of regional policies in the field of food availability, food insecurity, food distribution, food reserves, consumption diversification and food security;
- 3) Coordinating the provision of infrastructure and support in the areas of food availability, food insecurity, food distribution, food reserves, consumption diversification and food security;
- 4) Improving the quality of human resources in the areas of food availability, food insecurity, food distribution, food reserves, consumption diversification and food security;
- 5) Monitoring, supervising, evaluating and reporting on implementation in the field of food availability, food insecurity, food distribution, food reserves, consumption diversification and food safety;
- 6) Administrative implementation of the food service;
- 7) Implementation of other tasks given by superiors/leaders in accordance with statutory provisions.

Based on the results of an interview with Muhammad Djaily M as the Head of Food Security Analysis at the Tidore Islands City Food Security Service, he stated that: "Research progress conducted by the City Food Security Service Tidore Islands in reviewing proper food ingredients consumed or unfit for consumption is by conducting simple research 3 (three) times a year by taking food samples from 4 (four) market locations, namely in Kec. Tidore (Goto Market), Kec.

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North Tidore (Rum Market), Kec. North Oba (Article Galala) and Gita Market in Kec. Oba. From the sample results above, the Food Security Agency will carry out a residue test for pesticides/test kits to test fresh food ingredients that are suitable for reconstruction from Balai POM. If the test kit indicator shows green, then the food is suitable for consumption.

In line with the statement above, the author also interviewed Habib Hafid as an Agricultural Product Market Analyst that: "When people find food ingredients that are not suitable for consumption in buying and selling transactions, then complained and reported, the actions taken by the Resilience Service Food City of Tidore Islands will carry out appropriate testing official duties, taking samples and testing them, and if it is proven to be unfit, guidance will be carried out.

According to the writer's opinion, producers should not expect consumers to choose their products because it is practical, erroneous/misguided, but a reflection of desire and conformity with their needs. Thus, it is a source of pride for producers if their food products are really in demand and needed by the general public. It is on this basis that producers formulate development policies/strategies through their business. Thus, providing correct information through labels is a shared need between consumers and producers because it will provide benefits to both producers and consumers. UU no. 8 of 1999 concerning Consumer Protection provides for the consumer's right to correct information, which also includes the right to information that is proportionate and provided in a non-discriminatory manner.

Legal Remedies That Can Be Provided to Provide Protection for Consumers Buying Food Ingredients Not Suitable for Consumption in the City of Tidore Islands

Responsibilities of canned food and beverage sellers in general is compensation for losses suffered by consumers. This is as a result of using the product, either in the form of material, physical or mental losses, which can be based on several existing provisions (Miru, 2004) Defective or damaged products are the absolute responsibility of the producer (business actor) or equivalent with him.

The business actor is responsible for the goods handed over to consumers, while responsibility means that business actors must be willing to bear losses on the products they sell. A consumer has rights against 2 parties, namely retailers who sell products with a sale and purchase contract and/or with the producer (manufacturer). Consumer rights to retailers are based on contracts while only to manufacturers are based on negligence (Miru, 2004). In this case, sales of food and beverage products start from Business actors sell food and beverages and then reach the hands of consumers. Settlement of consumer disputes as stipulated in Article 45 UUPK which states that the settlement can be reached through out-of-court settlements and courts in general, in this case if it fulfills the elements of these principles it can be the basis for business actors' liability to consumers through court channels, which are generally divided into 2 bases, namely:

1. Liability based on Unlawful Acts,

Although Article 1365 of the Civil Code does not specifically state Regarding the definition of an unlawful act, several elements can be drawn that can be said to be an unlawful act, namely:

- a. **There is an error.** Mistakes focus on business actors or perpetrators who are intentionally or negligent about the goods they are going to trade not in accordance with the applicable provisions.
- b. **There is an illegal act.** Regarding elements against the law, what is emphasized is the actions of business actors that are not in accordance with the standards/provisions

of laws and regulations, namely trading food products that are defective, damaged and unfit for consumption.

- c. **There is a loss.** The element of loss arises as a result of fraudulent acts committed by business actors, namely losses that consumers get for consuming food products traded by business actors.
- d. **There is a causal relationship between the deed and the loss.** Whereas the impact of the loss must have something to do with the unlawful act committed by the business actor, if the loss is caused by other factors other than the actions of the business actor, it cannot be used as a basis for suing. Unlawful acts committed by business actors are trading food ingredients with damaged packaging.

On this basis that consumers can file a lawsuit for unlawful acts against business actors on the basis of Article 1365 of the Civil Code, that the perpetrator's behavior had caused civil losses to consumers. As stipulated in UUPK Article 4 letter h that consumers have the right to obtain compensation and/or reimbursement if the goods and/or services received are not in accordance with the agreement and/or not as they should be. Thus the business actor is obliged to provide compensation to consumers for their mistakes.

2. Absolute Responsibility

The application of the principle of absolute liability (strict liability) in Indonesia cannot be applied to all business fields or to all products, but only applies to certain groups of 93 producers and products. Among them are products that (a) use the product risks; (b) the level of negligence committed by business actors; (c) products that are used in bulk, and so on. In addition, conglomerate scale business actors are groups of business actors who absolutely must apply the principle of responsibility absolute answer (Muru, 2004).

Business actors are absolutely responsible for losses experienced by consumers. Consumers are not required to prove the wrongdoing of business actors. Canned food and drinks sold by business actors are proven to be physically disabled, so that business actors are obliged to compensate for losses suffered by consumers. Based on provisions of Article 1504 of the Criminal Code. Civil law which states that a seller must be responsible for product traded if it has hidden defects. In this case business actors selling canned food and drinks which are not in accordance with the provisions of quality and nutritional safety so that can be held accountable.

One of the goals of consumer protection as stated in Article 3 letter d Law Number 8 of 1999 concerning Consumer Protection, namely: "creating a consumer protection system that contains elements of legal certainty and information disclosure as well as access to information".

A sale and purchase transaction can be interpreted as a transaction of exchanging goods that have value, in which one party (the seller) sells the item, and the other party (the buyer) buys the item in accordance with the agreement. In short, buying and selling is a transaction between the seller (business actor) and the buyer (consumer).

Buying and selling in consumer protection law itself is not explained directly. However, consumer protection has principally adhered to the principle of the privity of contract. This means that a business actor can only be held legally responsible as long as there is a contractual relationship between him and the consumer. Therefore, there is a view that consumer protection law is closely correlated with contract law, especially civil agreements (Barkatullah, 2006). As in law consumer protection, there are legal aspects that regulate it such as civil law. In the agreement, the seller is obliged to hand over the object of sale and purchase to the buyer and is entitled to receive the price and the buyer is obliged to pay the price and is

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entitled to receive the object. The elements listed in the definition are legal subjects, namely sellers and buyers; (1) there is agreement between the seller and the buyer regarding goods and prices; and (2) there are rights and obligations that arise between the seller and the seller buyer (Salim, 2021)

Delivery of goods by the seller to the buyer is the property right over the goods, so it is not just the power over the goods. The seller is obliged to state clearly for what he is binding himself for, all promises that are not clear and can be given various meanings, must be interpreted as a loss. He has two main obligations, namely to deliver the goods and bear it. The main obligation of the buyer is to pay the purchase price. at the time and place as determined by the agreement. If at the time of making the agreement it was not specified, the buyer must pay at the place and at the time when the delivery must be made (1513-1514 Civil Code).

Therefore, the needs must be adjusted with provisions that have been stipulated through statutory regulations as guidelines for guaranteeing food quality and safety. Regulations governing food products are intended as a legal basis for the regulation, guidance and supervision of food production, distribution and or trading activities or processes. As a reference for food in consumer protection, several regulations related to food products, especially damaged food products, are obtained, namely; (1) Law Number 8 of 1999 concerning Consumer Protection Law Number 18 of 2012 concerning Food; (2) Law Number 36 of 2009 concerning Health, and (3) republic of Indonesia Government Regulation Number 28 of 2004 concerning Food Safety, Quality and Nutrition.

Based on these laws and regulations, it can be seen that there are quite a number of regulations regarding food products, clear and firm. Even so, business actors often do not implement and ignore it. Business actors are negligent and do not show good faith as business actors. Business actors often neglect their obligation to always have good intentions in doing business.

The Consumer Protection Act does not explain in detail how to protect consumers regarding food ingredients but explain more about the good faith of business actors because it covers all stages in carrying out their business activities. Consumer protection itself is all efforts that guarantee legal certainty to provide protection to consumers. One part of consumer law is the aspect of protection, for example how to defend consumer rights against interference from other parties (Shidarta, 2020).

Every person who trades distributed food is necessary be burdened with responsibility, especially if the food they sell causes harm, both harm to the health of humans who consume the food. The safety of a food product is one of the important factors that must be considered in daily consumption, as Article 67 of Law Number 18 of 2012 concerning Food stipulates that food safety is carried out to keep it hygienic, safe, quality, nutritious and to prevent possible contamination. biological, chemical and other objects that can harm and endanger human health, meaning that before the food is distributed it must meet the requirements for quality, appearance, taste and not be defective/damaged packaging such as contaminated with defects/damage so that it is safe for consumption by consumers.

According to research data on consumer legal protection of food in traditional markets, normatively all regulations regarding food products Indonesia has met the standards and the regulations are sufficient and adequate, but in the process of enforcing the regulations, it can be said that in many cases the written rules are often violated and their implementation is not carried out optimally. Especially for business actors to run their business honestly so that consumers do

not suffer losses. However, the problem faced by many unscrupulous business actors deliberately deviates from the written rules regarding the distribution of food products. that can endanger human life.

The need for food is a basic need for humans which is closely related to health and safety humans who consume them. Therefore, the responsibility of business actors in the field of food and food processing is a big and heavy responsibility so that business actors must be able to guarantee the safety of their products. This is what is meant by equality of rights in food buying and selling transactions in Law Number 8 of 1999 concerning Consumer Protection.

Requirements that must be met by business actors in production from the pre-production stage to the post-production stage, in general it covers all forms of consumer protection. In the field of food processing all consumer rights mentioned in Article 4 of Law Number 8 of 1999 concerning. Consumer protection has been covered, but this does not only apply to the food processing sector because in general consumer protection covers all areas of production.

According to Article 1 point 1 of the Law Number 8 of 1999 concerning Consumer Protection Consumer protection is all efforts that guarantee legal certainty to provide protection to consumers. "Consumer protection is basically part of consumer law which contains principles or rules that are regulatory and also have the nature of protecting consumers and their rights".

One form of such efforts namely issuance of regulations containing requirements that must be met by business actors in carrying out production activities so that the goods or services they produce are safe for consumption. Fulfillment of the requirements by business actors is mandatory, so if the business actors do not carry out these obligations or only carry out just part of it means considered to have committing a violation, as well as the risk that will arise, namely the goods or services become unsafe for consumption due to the failure to achieve the set quality standards.

Implementation of Equal Rights in Food Purchase Transactions at the Food Security Office of the City of Tidore Islands

The Food Security Service is a supporting element having the main task of supporting and assisting the Mayor in carrying out concurrent government affairs in the food sector which are the authority of the Regional Government and assistance tasks in accordance with statutory provisions. In carrying out its main duties, the Food Security Service has the following functions:

- 1) Formulation of regional policies in the field of food availability, food insecurity, food distribution, food reserves, consumption diversification and food security;
- 2) Formulation of regional policies in the field of food availability, food insecurity, food distribution, food reserves, consumption diversification and food security;
- 3) Coordinating the provision of infrastructure and support in the areas of food availability, food insecurity, food distribution, food reserves, consumption diversification and food security;
- 4) Improving the quality of human resources in the areas of food availability, food insecurity, food distribution, food reserves, consumption diversification and food security;
- 5) Monitoring, supervising, evaluating and reporting on implementation in the field of food availability, food insecurity, food distribution, food reserves, consumption diversification and food safety;
- 6) Administrative implementation of the food service;
- 7) Implementation of other tasks given by superiors/leaders in accordance with statutory provisions.

Given the crucial task of the Food Security Service, the author conducted research by asking a number of questions, namely as follows:

- 1) So far, how is the progress of research conducted by the Food Security Service of the City of

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Tidore Islands in reviewing food that is suitable for consumption or not suitable for consumption?

- 2) What are the scientific indicators and differences in food ingredients that are suitable for consumption and not according to the Food Security Office of the City of Tidore Islands.
- 3) If the community finds food that is not suitable for consumption in a sale and purchase transaction, then it is complained and reported, what action will be taken by the Tidore Islands City Food Security Service.
- 4) How much data on food ingredients in traditional markets in the City of Tidore Islands in the last five years are not suitable for consumption by the public.
- 5) How is the Principle of Balance in Food Purchase Transactions carried out by the Food Security Service of the City of Tidore Islands.

Based on the results of an interview with Muhammad Djaily M as the Head of Food Security Analysis at the Tidore Islands City Food Security Service, he stated that (Hasan, 2020). The progress of the research conducted by the Food Security Service of the City of Tidore Islands in reviewing proper food ingredients consumed or unfit for consumption is by conducting simple research 3 (three) times a year by taking samples food 4 (four) market locations namely in Kec. Tidore (Goto Market), Kec. North Tidore (Rum Market), Kec. North Oba (Article Galala) and Gita Market in Kec. Oba.

From the sample results above, the Food Security Agency will carry out a residue test for pesticides/test kits to test fresh food ingredients that are suitable for reconstruction from Balai POM. If the test kit indicator shows green, then the food is suitable for consumption. In line with the statement above, the author also interviewed Habib Hafid as an Agricultural Products Market Analyst that "Whenever people find food ingredients that are not suitable for consumption in a sale and purchase transaction, then complained and reported, the actions taken by the Tidore Islands City Food Security service will carry out tests according to official duties, taking samples and testing them, and if it is proven to be unfit, guidance will be carried out.

According to the writer's opinion, producers should not expect consumers to choose their products because it is practical, erroneous/misguided, but a reflection of desire and conformity with their needs. Thus, it is a source of pride for producers if their food products are really in demand and needed by the general public. It is on this basis that producers formulate development policies/strategies through their business. Thus, providing correct information through labels is a shared need between consumers and producers because it will provide benefits to both producers and consumers. UU no. 8 of 1999 concerning Consumer Protection provides for the consumer's right to correct information, which also includes the right to information that is proportionate and provided in a non-discriminatory manner.

Legal Remedies That Can Be Provided to Provide Protection for Consumers Buying Food Ingredients Not Suitable for Consumption in the City of Tidore Islands

Responsibilities of canned food and beverage sellers in general is compensation for losses suffered by consumers. This is as a result of using the product, either in the form of material, physical or mental losses, which can be based on several existing provisions (Miru, 2004) Defective or damaged products are the absolute responsibility of the producer (business actor) or equivalent with him.

The business actor is responsible for the goods handed over to consumers, while responsibility means that business actors must be willing to bear losses on the products they sell. A consumer has rights against 2 parties, namely retailers who sell products with a sale and purchase contract and/or with the producer (manufacturer). (Bustomi, 2018). Consumer rights to

retailers based on contracts whereas only against manufacturers is based on negligence. In this case, sales of food and beverage products start with business actors selling food and beverages and then reach consumers.

Settlement of consumer disputes as regulated in Article 45 UUPK which states that the settlement can be reached through settlement outside the court and the court in general, in this case if it fulfills the elements of these principles it can be the basis for the liability of business actors to consumers through the courts, which are generally divided into 2 basics, namely:

1. Liability based on Unlawful Acts,

Although Article 1365 of the Civil Code does not specifically state Regarding the definition of an unlawful act, several elements can be drawn that can be said to be an unlawful act, namely:

- a. There is an error.** Mistakes focus on business actors or perpetrators who are intentionally or negligent about the goods they are going to trade not in accordance with the applicable provisions.
- b. There is an illegal act.** In terms of unlawful elements, what is emphasized is the actions of business actors that are not in accordance with the standards/provisions of laws and regulations, namely trading food products that are defective, damaged and unfit for consumption.
- c. There is a loss.** The element of loss arises as a result of fraudulent acts committed by business actors, namely losses that consumers get for consuming food products traded by business actors.
- d. There is a causal relationship between the deed and the loss.** Whereas the impact of the loss must have something to do with the unlawful act committed by the business actor, if the loss is caused by other factors other than the actions of the business actor, it cannot be used as a basis for suing. Unlawful acts committed by business actors are trading food ingredients with damaged packaging.

On this basis that consumers can file a lawsuit for unlawful acts against business actors on the basis of Article 1365 of the Civil Code, that the perpetrator's behavior had caused civil losses to consumers. As stipulated in UUPK Article 4 letter h that consumers have the right to obtain compensation and/or reimbursement if the goods and/or services received are not in accordance with the agreement and/or not as they should be. Thus the business actor is obliged to provide compensation to consumers for their mistakes.

2. Absolute Responsibility

Application of the principle of absolute responsibility (strict liability) in Indonesia cannot be applied to all business fields or for all products, but only applies to group 93 specific manufacturers and products. Among them are products that (a) product use risks; (b) the degree of negligence committed by businessmen; (c) products that are used in bulk, and so on. In addition, conglomerate scale business actors are groups of business actors who absolutely must apply the principle of responsibility absolute answer (Alhayyan & Leviza, 2020).

Business actors are absolutely responsible for losses experienced by consumers. Consumers are not required to prove the mistake of the entrepreneur. Canned food and drinks for sale the business actor is proven to have a physical disability, so the perpetrator Businesses are obliged to compensate for losses suffered by consumers. Based on the provisions of Article 1504 of the Civil Code which stated that a seller should be responsible for product traded if it has hidden defects. In this case business actors selling canned food and drinks

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which are not in accordance with the provisions of quality and nutritional safety so that can be held accountable.

- a. Everyone who produces food or using raw materials, food additives, and/or other auxiliary materials in food production activities or processes resulting from genetic engineering processes must first examine food safety for human health prior to distribution.
- b. The government sets terms and conditions/principles of research, development, and utilization of genetic engineering methods in food production activities or processes, and stipulates requirements for testing food produced from genetic engineering processes.

Efforts to protect consumers cannot run without supervision from the government, the community, and non-governmental consumer protection organizations. Regarding the provisions regarding supervision regulated in Article 30 paragraph (1) and paragraph (2) of Law Number 8 of 1999 concerning Consumer Protection.

The provisions of article 30 paragraph (1) UUPK state; Supervision of the implementation of consumer protection and the application of statutory provisions is carried out by the government. Efforts to protect consumers will not be able to run without supervision from both the government, the public and non-governmental consumer protection institutions. Regarding the provisions regarding supervision regulated in Article 30 paragraph (1) and paragraph (2) of Law Number 8 of 1999 concerning Consumer Protection. The provisions of article 30 paragraph (1) of the UUPK state that supervision of the implementation of consumer protection and the implementation of the provisions of the laws and regulations are carried out by the community government and non-governmental consumer protection organizations. Article 30 paragraph (2) states that supervision by the government as referred to in paragraph (1) is carried out by the relevant minister and/or technical minister. In more detail, this form of supervision is stipulated in Article 8 of Government Regulation Number 58 of 2001 concerning Guidance and Supervision of the Implementation of Consumer Protection, which stipulates that:

- a. Oversight by the government is carried out against business actors in meeting the quality standards for the production of goods and/or services, the inclusion of standard labels and clauses, as well as the intended after-sales service, the services provided by business actors to consumers, for example the availability of spare parts and guarantees or warranties.
- b. Supervision as referred to in paragraph (1) is carried out in the process of production, bidding, promotion, advertising and sales of goods and/or services.
- c. The results of the supervision referred to in paragraph (2) can be disseminated to the public.
- d. Provisions regarding procedures for supervision as referred to in paragraph (1) is determined by the relevant Minister and/or technical Minister jointly or individually in accordance with their respective fields of duties.

The guarantee of the safety of a product is closely related to the compliance of business actors to comply with the requirements specified in the legislation. Non-compliance with the requirements will pose a risk of danger to the goods or services produced by business actors. The obligations of business actors are as stipulated in Article 7 of Law Number 8 of 1999 concerning Consumer Protection, namely:

- a. Have good intentions in carrying out activities;
- b. Provide correct, clear and accurate information be honest about the condition and guarantee of the goods and/or goods and provide an explanation of use, repair and maintenance;
- c. Treating or serving consumers correctly and honestly and not discriminatory;
- d. Guarantee the quality of goods and/or services produced and/or traded based on the provisions of the applicable quality standard of goods and/or services;

- e. Providing opportunities for consumers to test and/or try goods and/or certain services as well as providing guarantees and/or guarantees for goods made and/or traded;
- f. Providing compensation, compensation, and/or reimbursement for losses resulting from the use, use, and utilization of traded goods and/or services;
- g. Providing compensation, compensation, and/or reimbursement if the goods and/or services received or used are not in accordance with the agreement.

One of the goals of consumer protection as stated in Article 3 letter d Law Number 8 of 1999 concerning Consumer Protection, namely: "creating a consumer protection system that contains elements of legal certainty and transparency information and access to get information".

CONCLUSION

Based on the research results, it can be concluded that the Implementation of Equal Rights in Food Purchase Transactions in the City of Tidore Islands is based on various applicable regulations that can protect the rights and interests of food consumers. These regulations include the Consumer Protection Act (UUPK), Health Law, Food Law, Minister of Health Regulations and related technical regulations. However, empirically the protection of canned food and beverage consumers is not in accordance with the right to comfort, security and safety in consuming goods and/or services, the right to choose goods and/or services and obtain goods and/or services in accordance with exchange rates and conditions. as well as promised guarantees, the right to obtain compensation, compensation and/or reimbursement,

Legal remedies that can be given to provide protection for consumers who buy food that is not suitable for consumption in the city of Tidore Islands is by taking non-litigation legal remedies, namely consumers can ask for compensation from business actors based on what is stated explicitly in Article 4 UUPK letter h that the mechanism for obtaining consumer rights against business actors based on Article 45 of the UUPK is through dispute resolution outside the courts and courts in general.

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