Safeguarding Consumer Rights in the Future: Strengthening the Principle of Strict Liability in Business Operators' Liability for Hidden Defects in Goods Based on Consumer Protection

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Abstract
The increasingly complex nature of modern commerce poses new challenges for consumer protection, particularly regarding the distribution of goods containing hidden defects. The lack of information and the limited ability to prove fault place consumers in a weak position when seeking to hold businesses liable. This study aims to analyze the strengthening of the principle of strict liability as a legal instrument to ensure consumer protection against losses resulting from goods with hidden defects. The research method used is normative legal research with a legislative and conceptual approach. The results of the study indicate that the provisions governing business operators' liability in the consumer protection law still have limitations in integrating the principle of strict liability, thereby causing legal uncertainty and making it difficult for consumers to prove their case. Therefore, the principle of strict liability needs to be strengthened through three aspects: first, legal substance, namely by revising Article 19 (5) of the consumer protection law to remove the phrase "consumer fault"; second, the legal structure, through the establishment of an independent institution or organization to serve as a technical evaluator capable of providing more objective evidence, while aligning Article 56 (2) with the final and binding nature of consumer dispute resolution agency decisions as stipulated in Article 54 (3); and third, legal culture, namely providing intensive legal education regarding consumer rights and the duty of good faith for business operators. Thus, strengthening the principle of strict liability in the consumer protection law is a strategic step toward achieving legal certainty and justice. This study makes an academic contribution to the development of an optimal and adaptive legal framework for consumer protection, in order to guarantee consumer rights in the future.
Keywords: Consumer Protection, Strict Liability, Liability, Hidden Defects.

Introduction

An understanding of a business operator's legal responsibilities is a fundamental foundation that every business operator must possess. In conducting their commercial activities, business operators are obligated to ensure the quality and safety standards of the products they sell, given that, in principle, responsibility for those products rests with the business operator as the party distributing them. This provision is in line with the objective of consumer protection as stipulated in Article 3(5) of the Consumer Protection Law, namely the importance of fostering awareness among business operators regarding consumer protection, in order to foster business conduct that is honest, in good faith, and responsible (Fauzi, Ahmad Koto, 2022).

The rapid pace of modern commerce often puts consumers at a disadvantage. This occurs due to an information asymmetry, where consumers are unsure of the condition or quality of the products they purchase. Products that are purchased and used do not always meet the promised standards of quality and safety. One of the most damaging forms of loss for consumers is the presence of hidden defects in products that cannot be seen or detected when they are first purchased or used, but which later cause damage, loss, or even pose a safety hazard.

Philosophically speaking, the issue of defective products is not only related to formal law but also concerns business ethics and the moral responsibility of business entities toward society. Business ethics require manufacturers not merely to pursue economic profit but also to uphold consumer safety, health, and comfort. When a product causes harm, it is not merely a violation of the law but a moral failure that undermines public trust.

Furthermore, hidden defects are defects in a product that are not visible to the naked eye at the time of purchase but have serious consequences because they can impair the product's primary function. The existence of products with these manufacturing defects is clearly detrimental to consumers. The impact not only reduces the product's usefulness but also threatens consumers' comfort, security, and even safety. The relationship between consumers and businesses tends to be unequal, as consumers lack the expertise to detect defects in a product at the time of delivery (Raihana & Sugiyono, 2024). A product can be classified as defective when it fails to fulfill its intended purpose due to three main factors: manufacturing defects, design defects, and warning or instruction defects.

Therefore, consumer protection laws must be able to guarantee protection for consumers and affirm that businesses are fully liable to provide compensation for any material or physical losses suffered by consumers as a result of using defective products (Ariyanto et al., 2021). These conditions require business operators not only to focus on achieving substantial profits through production cost efficiency, but also to take responsibility for producing safe, high-quality, and useful products. Business activities are, in principle, aimed at generating profits; however, they must still be conducted in accordance with applicable laws and regulations and take into account the protection of consumer rights, thereby creating a balance in the legal relationships among the parties.

Within the framework of consumer protection, the responsibility of business operators is not merely understood as a moral obligation, but as a legal obligation with clear legal consequences. This is particularly relevant given that consumers are, in reality, in a weaker position than business operators whether in terms of information, access to products, or the ability to provide evidence in the event of a loss (Novita & Santoso, 2021).

The provisions governing business operators' liability, set forth in Articles 19 through 28 of the consumer protection law, explicitly affirm the obligation of business operators to provide compensation if consumers suffer harm and to face administrative or criminal sanctions if they neglect their responsibilities. These provisions affirm the application of the principle of strict liability, under which consumers are not required to prove the business operator's fault; it is sufficient to demonstrate the harm resulting from a defective product. However, the principle of strict liability under the consumer protection law particularly regarding consumer losses resulting from the use of goods with hidden defects has not yet been explicitly reinforced; consequently, the liability of business operators under the current consumer protection law is not yet effective in providing protection for consumers (Kamal, Nada Aisyah, 2024).

Therefore, in light of the increasingly complex and technology-driven dynamics of modern commerce, strengthening the principle of strict liability in the consumer protection law has become crucial, as this principle can effectively shift the burden of proof to business operators to ensure legal certainty and substantive justice for consumers (Salim & Suriyati, 2025). This is because Indonesia still faces the problem of inconsistent interpretations of the principle of corporate liability, so the consumer protection law has not yet been fully effective in providing legal protection (Haq et al., 2024).

Based on this, this study aims to analyze the strengthening of the principle of strict liability as a legal instrument for guaranteeing consumers' rights to comfort, safety, and convenience. This study not only examines fault-based liability but also analyzes the need to strengthen the principle of strict liability, given the complexities that result in an imbalance of power between consumers and businesses.

Thus, this study is expected to contribute to the development of consumer protection legal doctrine, particularly by strengthening the principle of strict liability for businesses in a way that is more adaptive, progressive, and oriented toward legal certainty, thereby realizing procedural and substantive justice in the future.

Research Method

This study is a type of normative legal research, that is, research conducted by examining literature or secondary data as the primary source (Peter Mahmud Marzuki, 2017). The approaches used include the statutory approach and the conceptual approach. The statutory approach is carried out using what is known as the juridical-normative approach. Essentially, this approach involves examining all laws and regulations related to the legal issue at hand. This approach prioritizes legal materials in the form of laws and regulations as the basis for the research (Yulia Audina Sukmawan, 2025). Meanwhile, the conceptual approach is a type of approach in legal research that provides a perspective for analyzing problem-solving in legal research and is used to examine concepts regarding the liability of business entities through the principle of strict liability, as well as the value of legal certainty, which embodies procedural and substantive justice.

The legal sources used in this study consist of primary, secondary, and tertiary sources. Primary sources include regulations governing the responsibilities of business entities, while secondary sources provide explanations of the primary sources. Secondary sources can be obtained from books, journals, and academic papers. Tertiary legal sources include legal dictionaries such as Black's Law Dictionary, the Indonesian Dictionary, and encyclopedias. The collection of legal materials was conducted through library research by systematically searching sources to ensure that the data used is accurate and credible (Disemadi, 2022).

The analysis of legal materials in this study employs a systematic interpretation method. The analytical process begins with reviewing and examining applicable legal norms. The results of this analysis are then used to identify substantive legal issues, such as ambiguities in the principle of business operator liability under the consumer protection law, thereby enabling the formulation of recommendations for strengthening the principle of strict liability in business operator liability within the framework of consumer protection.

Results and Discussion

Regulation of Business on Consumer Protection in Indonesia

Constitutionally, the basis for the establishment of the consumer protection law can be traced to the 1945 Constitution of the Republic of Indonesia, specifically Article 27, paragraph (2), which guarantees the right to work and a decent standard of living, and Article 28D, paragraph (1), which affirms the right to fair legal certainty (Bhagaskara & Tarina, 2024). This provision serves as the foundation for ensuring that business activities are conducted responsibly and do not cause harm to others. It clearly guarantees the protection of citizens' rights to fair legal certainty, so that the responsibilities of business operators do not remain merely at the normative level but are also realized based on legal certainty and justice to provide tangible protection for consumers (Khanifa & Khasanah, 2022). This constitutional basis was then further elaborated into legislation, specifically through the consumer protection law, which serves as lex specialis and specifically governs the legal relationship between businesses and consumers.

To fully understand the legal relationships governed by the consumer protection law, it is important to first examine the scope of the legal entities that are parties to these relationships, namely business operators and consumers (Zulham, 2016). Article 1, paragraph 2 of the consumer protection law states that a consumer is any person who uses goods and services available in society, whether for their own benefit, that of their family, others, or other living beings, and not for commercial purposes. This limitation confirms that the protection provided by the consumer protection law is, in principle, intended only for end consumers, not for other business entities that use goods or services as raw materials or for further production activities.

Furthermore, Article 1 (3) of the consumer protection law states that a business entity is any individual or business entity whether organized as a legal entity or not that is established and has its domicile or conducts activities within the jurisdiction of the Republic of Indonesia, either independently or jointly through an agreement, and carries out business activities in various economic sectors (Achmad & Indradewi, 2021). This scope is broad and is not limited to manufacturers of goods; it also includes importers, distributors, agents, and service providers, so that any party involved in the supply chain of goods or services to consumers can be held accountable.

The enactment of the consumer protection law has the objectives set forth in Article 3 of the consumer protection law, namely to establish a consumer protection system that incorporates the elements of legal certainty, transparency of information, and equitable access for consumers to exercise their rights. These provisions are not merely declaratory but serve a normative function as the foundation for establishing the legal framework governing the relationship between consumers and business entities. Furthermore, these objectives are elaborated into systematic and structured regulations, including the affirmation of the rights and obligations of the parties, the establishment of safety and quality standards for goods or services, and the provision of an effective and fair dispute resolution system (Mashudi, 2017).

The consumer protection law establishes a comprehensive system of protection, encompassing a preventive dimension through regulations on obligations, prohibitions, and liabilities for business entities, as well as a repressive dimension through law enforcement measures against violations of consumer rights. In this context, the provisions regarding business operators' liability are an essential element that serves as a legal instrument to ensure the redress of consumer losses while upholding the principles of legal certainty and justice in the relationship between the parties. Conceptually, the consumer protection law essentially places businesses and consumers in an unequal legal relationship, given that businesses generally have far greater control over information, resources, and negotiating power than consumers. It is this scope of definition that serves as the starting point for the establishment of businesses' obligations and liabilities stemming from their more dominant position in the legal relationship with consumers.

As is well known, the obligations of business entities are set forth in Article 7 of the consumer protection law. These obligations serve as a legal mechanism to ensure a balance of power among the parties. The provision explicitly stipulates that business entities must act in good faith in conducting their business activities, provide accurate, clear, and truthful information regarding the safety of goods, and treat consumers fairly and without discrimination (Setiawan et al., 2025). In addition, businesses are also obligated to ensure the quality of goods or services in accordance with applicable standards, to provide consumers with the opportunity to test or try out certain goods, and to provide compensation, damages, and a replacement if the goods and services received do not conform to the agreement.

The concept of this obligation on business operators reflects the placement of a greater burden of responsibility on business operators as the party with structural advantages in market relations. Therefore, Article 7 of the consumer protection law aims to ensure the effective fulfillment of consumer rights and serves as a preventive legal safeguard to prevent consumer harm.

In consumer protection law, a business operator's liability is a form of legal responsibility for fulfilling the obligations established by law. In general, liability is the obligation of a person or legal entity to bear the consequences of their actions (Sri Narwanti, 2014). In the Indonesian dictionary, "responsibility" is defined as the obligation to take charge of everything. Responsibility involves self-control, the ability to perform tasks well both individually and as part of a group and a high degree of accountability, meaning that a person can be held responsible and can be called to account.

Hans Kelsen presented the concept of legal responsibility within the framework of the Pure Theory of Law as a normative construct that is inseparable from the legal system itself. In his view, law is a system of norms that governs human behavior; therefore, every act must be understood in light of the norms that govern it (Purwito, 2023). Therefore, legal liability is not viewed as a moral or sociological concept, but rather as a legal consequence arising from a breach of a predetermined obligation.

From the explanation above, it is clear that responsibility is a conscious attitude toward fulfilling the duties, mandates, or trust entrusted to a person, and bearing the consequences of actions for which one is accountable; for in taking responsibility, a person not only carries out their duties but also bears the consequences of failing to perform those duties with a sense of responsibility.

Philosophically, the responsibility of businesses arises to create a balance in the legal relationship between consumers and businesses. Essentially, the law exists to protect consumers as the weaker party, given that businesses have full control over the production, distribution, and marketing processes including control over information regarding the goods they offer. Conversely, consumers have only limited access to such information, making them the party most vulnerable to potential abuse or neglect of responsibility by businesses (Barkatullah, 2007).

In consumer protection, the principle of liability serves as the foundation for safeguarding consumer rights, ranging from liability based on fault to the presumption of liability and strict liability (Eleanora, 2018). Therefore, the provisions regarding the responsibilities of business entities in the consumer protection law are, in essence, a manifestation of the principles of justice and protection, whereby business entities are legally obligated to ensure the safety, quality, and suitability of the products they sell to consumers.

Furthermore, the liability of business entities under the consumer protection law is regulated in Articles 19 through 28. The liability of business entities essentially constitutes an obligation for them to provide compensation for damage, contamination, or consumer losses, including those caused by the use of goods containing hidden defects (Herliana et al., 2026). Under Indonesia's positive law, business operator liability serves as a form of protection designed to balance the legal relationship between business operators and consumers, which is inherently unequal (Jonneri Bukit, 2024). This imbalance calls for legal instruments that not only protect consumer rights but also affirm and reinforce the principle of business operator liability under the Consumer Protection Law, based on legal certainty and justice (Holijah, 2020).

Pursuant to Article 1504 in conjunction with Article 1506 of the Civil Code, the seller has a legal obligation to be liable for latent defects in the goods, regardless of whether the seller was aware of the defects or not. However, this liability is waived under Article 1505 of the Civil Code if the defect is apparent or can be directly identified by the buyer at the time of the transaction. Furthermore, if it is proven that the seller was aware of the hidden defect from the outset, Article 1508 of the Civil Code requires the seller to refund the full purchase price and to pay compensation for the costs, losses, and interest incurred by the buyer (Setiawan et al., 2025).

Within the framework of Indonesian positive law, the status of the consumer protection law as lex specialis derogat legi generali is grounded in the nature of its provisions, which are specifically intended to govern the legal relationship between businesses and consumers, as distinct from the general civil law norms set forth in the Civil Code. In this context, while general civil law through the provisions of Articles 1504 – 1510 of the Civil Code imposes liability on the seller solely on the basis of a conventional sales contract (Setiawan et al., 2025). Therefore, consumer protection law was enacted to restore balance among the parties and encourage business operators to act honestly and responsibly (Wibowo, 2020).

However, when viewed from the provisions regarding business operators' liability in the consumer protection law, the framework for business operators' liability in awarding damages still tends to accommodate the principle of liability based on fault. When examined through Hans Kelsen's perspective, as outlined earlier, it becomes evident that the obligation to pay damages under the consumer protection law is not entirely absolute. This is explicitly reflected in Article 19 (5) of the consumer protection law, which states that a business operator is not required to provide compensation if it can prove that the loss suffered by the consumer resulted from the consumer's own fault (Mahardikha, 2020).

In substance, these provisions indicate that the consumer protection law has not yet fully adopted the principle of strict liability, but rather continues to uphold fault-based liability as the form of liability for business operators (Mahardikha, 2020). Thus, this principle has the potential to weaken the position of consumers particularly with regard to losses resulting from the use of goods with hidden defects given that businesses generally have an advantage over consumers in terms of access to information, resources, and the ability to present evidence. This situation can make it difficult for consumers to refute the argument that the losses incurred were the result of their own fault (Syam, 2023).

Furthermore, the provisions regarding the burden of proof are reaffirmed in Article 28 of the consumer protection law, which states that the burden of proving the presence or absence of negligence in a claim for damages as referred to in Articles 19, 22, and 23 of the consumer protection law rests with the business operator (Syam, 2023). Under these provisions, the consumer protection law has in fact provided legal provisions that are more favorable to consumers, as it places the burden of proof on business operators, who have greater capacity and access to information regarding the products they market (Evelyn Winarko & Saut Parulian Manurung, 2024). The principle of strict liability regarding business operators' liability under the consumer protection law is considered to have not yet been clearly and unequivocally stated, as the wording of the provision gives rise to differing interpretations as to whether the consumer protection law consistently adheres to the principle of fault-based liability or the principle of strict liability. This ambiguity ultimately leads to legal uncertainty and undermines fairness in the protection of consumer rights.

Based on this discussion, it can be understood that the fundamental issue in regulating business operators' liability particularly regarding goods with hidden defects does not lie in the absence of legal norms, but rather in the ambiguity or inconsistency of the principles of business operator liability contained within the consumer protection law itself. Therefore, strengthening the principle of strict liability in business operator liability not only provides genuine legal protection for consumers but also ensures legal certainty and justice for all parties.

Strengthening the Principle of Strict Liability for Business Actors Toward Hidden Defective Goods Based on Consumer Protection

The inconsistency in the principles of business operator liability under the consumer protection law is evident in the blending of the principles of strict liability and fault-based liability (Herliana et al., 2026). This conflict of principles is clearly evident in Article 19, paragraph (1), and paragraph (5) of the consumer protection law. On the one hand, Article 19, paragraph (1), of the consumer protection law requires business operators to compensate for losses without requiring consumers to prove fault (Santiago et al., 2026). Meanwhile, Article 19 (5) of the consumer protection law actually allows businesses to be exempt from liability if they can prove that the error was the consumer's fault (Mahardikha, 2020). The existence of these exceptions essentially undermines the very essence of the absolute principle itself, as it reintroduces the principle based on fault into the consumer protection system (Diana & Lie, 2025).

According to Gustav Radbruch, the law embodies three fundamental values: legal certainty, justice, and utility. Legal certainty requires norms that are clear, unambiguous, and predictable, thereby providing assurance to every legal subject in upholding their rights and obligations. Meanwhile, justice requires proportional protection, and utility emphasizes that the law must be able to provide tangible benefits through effective and efficient dispute resolution (Firdaus, 2025). Regarding the relationship among these three values, Radbruch emphasizes that they are not always in harmony. In certain circumstances particularly when there is a conflict between legal certainty and justice justice must take precedence as the most fundamental value. Therefore, the law should not be understood merely as written rules; rather, it must also reflect the sense of justice that exists within society.

Essentially, a regulation will have legally binding force and be effectively enforceable if it is codified in the form of legislation. However, the results of this study indicate that there are still shortcomings in the substantive aspects of the law regarding consumer protection, particularly concerning the liability of businesses for goods containing hidden defects (Sasani et al., 2026). This situation places consumers in the position of being the most vulnerable party compared to businesses; consequently, they are in dire need of legal protection, so that consumers are guaranteed protection in accordance with the principles of legal certainty and justice (Hasan & Moonti, 2025).

Based on an analysis of the substance of the provisions governing business operators' liabilities in the consumer protection law, it is evident that the existing regulatory framework has not yet been fully capable of providing optimal legal protection for consumers. This is consistent with the views of Geraint Howells and Stephen Weatherill, who emphasize that modern consumer protection must be supported by adaptive regulations, effective law enforcement, and consumer empowerment (Howells dan Weatherill, 2017).

Therefore, a legal overhaul of the provisions governing business operators' liability in the consumer protection law is needed, aimed at strengthening the principle of strict liability. This reform is aimed at strengthening the system of business liability through the principle of strict liability. The measure is intended to shift from a reactive approach which simply waits for consumers to suffer losses to a preventive approach that ensures product safety and suitability before they are distributed.

To achieve fair consumer protection and legal certainty, reform efforts cannot be carried out in a piecemeal manner. The success of legal reform depends heavily on how the elements within the legal system interact with one another. In this context, the legal system theory proposed by Lawrence M. Friedman divides the legal system into three main elements: legal substance that affirms the purity of the principle of strict liability; legal structure through the strengthening of the independence of product safety regulatory authorities; and a legal culture that fosters business operators' awareness of the need to fulfill consumer rights (Afifi et al., 2023).

First, strengthening the principle of strict liability in business operator liability through legal substance. This can be achieved by transforming the principle of business operator liability from fault-based liability to strict liability. Article 19 of the consumer protection law essentially establishes liability as the obligation of business operators to provide compensation for losses suffered by consumers as a result of using goods that they produce or sell (Fadhly, 2014). Product liability is a legal principle that holds businesses liable for losses suffered by consumers as a result of defective products they distribute. Under the principle of product liability, consumers filing a claim for compensation are essentially only required to prove three fundamental elements: the existence of a defect in the product at the time it was delivered by the manufacturer; a causal link between the defect and the damages; and evidence of the damages suffered by the victim. However, the principle of product liability under the consumer protection law does not yet fully constitute strict liability. The provision of Article 19 (5) of the consumer protection law is often exploited by businesses as a legal loophole to evade liability for damages by arguing that the losses resulted from the consumer's own fault. In reality, consumers are not involved in the planning, production, or distribution of a product from the very beginning. This means that consumers have no knowledge of a product's quality, from the time it is manufactured until it is distributed in the market. This creates an imbalance in the positions of consumers and businesses.

Regarding this issue of inequality, John Rawls's theory of "justice as fairness" emphasizes that justice must be based on the principle of equal liberty and the difference principle, whereby inequality is justified only if it benefits the least advantaged. In this regard, consumers are structurally in a weaker position than businesses and should therefore receive stronger legal protection (Maghfiroh, 2025).

Therefore, to strengthen the principle of strict liability for business operators through this legal framework, it is necessary to amend Article 19 (5) of the consumer protection law by removing the phrase "consumer fault," so that Article 19 (5) of the consumer protection law is no longer exploited as a legal loophole by business operators to evade liability when the products they distribute contain hidden defects. This is based on the fact that hidden defects are internal conditions inherent in a product from the time of production or distribution. Thus, the risk associated with such defects falls entirely within the scope of the business operator's responsibility to ensure the quality and safety of the products it produces, rather than being imposed on the consumer.

Second, strengthening the principle of strict liability for business operators through legal structures. Liability based on the principle of strict liability is a strategic step toward achieving more effective consumer protection, particularly in light of the complexities of modern commerce, which carry the risk of hidden product defects. This principle holds business operators automatically liable for losses arising from the products they produce, without requiring the consumer to prove fault (Yoga Pratama, 2025). To ensure that this principle is fully realized, strengthening oversight and law enforcement against businesses including digital platforms is essential to improve compliance with legal obligations. According to Ahmadi Miru, weak law enforcement is one of the main factors contributing to the lack of adequate consumer protection in Indonesia (Miru, 2018).

In the context of institutional consumer protection, Indonesia has three organizational pillars that have long carried out the functions of consumer advocacy and dispute resolution: the Indonesian Consumer Foundation, an independent consumer advocacy organization; the National Consumer Protection Agency, which oversees and handles consumer complaints; and the Consumer Dispute Resolution Agency, which resolves consumer disputes out of court through mediation, arbitration, and conciliation, as mandated by Article 52 of the Consumer Protection Law.

Of these three institutions, none currently possesses the technical capacity required to present objective, scientific, and impartial evidence in the resolution of consumer disputes. To prove that a product defect stems from a business operator, consumers face several limitations, including a lack of technical expertise, limited access to production information, and the unavailability of production documents.

Therefore, it is necessary to establish an institution or organization to serve as an independent product evaluator with the authority to conduct testing, certification, and evaluation of product safety, comfort, and suitability standards before such products are released to the market. The existence of such an independent body serves not only as a preventive safeguard but also as a means of providing more objective evidence and transparency in the resolution of consumer disputes, thereby helping to minimize the circulation of hazardous products.

Furthermore, the consumer dispute resolution agency was established under the consumer protection law as a quasi-judicial body tasked with resolving consumer disputes out of court in a swift, simple, and cost-effective manner, while also aiming to strengthen the position of consumers, who generally have less bargaining power than businesses.

The main issue regarding consumer dispute resolution agency in the consumer protection law can be classified as a legal issue, namely the limitations of technical and objective evidence. Technical evidence refers to evidence that requires specialized expertise to analyze, such as laboratory test results, expert reports, or specific technical standards, while objective evidence relates to evidence whose veracity can be independently verified and is not influenced by the subjectivity of the parties involved.

These limitations pose a problem for consumer protection law, as they have implications for the regulation and interpretation of evidentiary standards in consumer dispute resolution. From a positive law perspective, not all dispute resolution bodies or parties have the access or capacity to present or evaluate such technical evidence. As a result, the assessment of whether or not a product defect exists or a business operator is at fault becomes suboptimal, potentially hindering the achievement of legal certainty and justice for consumers. A further issue is that decisions by the consumer dispute resolution agency can still be appealed to district courts, thereby reducing their finality and effectiveness.

Furthermore, Article 56 (2) of the consumer protection law states that the disputing parties may file an objection with the district court no later than 14 (fourteen) business days after receiving notification of the consumer dispute resolution agency decision. However, this provision is inconsistent or contradictio in terminis with Article 54 (3) of the consumer protection law, which explicitly states that the panel's decision is final and binding, and leaves no room for further legal action. Provisions regarding the binding force of decisions that have attained final and binding status are set forth in Articles 1917 through 1920 of the Civil Code. These provisions state that a decision that has attained final and binding status is binding and must be complied with by the parties involved in the dispute. Such a decision is deemed valid and correct, and therefore the parties are obligated to carry out the terms of the decision (Salim & Suriyati, 2025). A final ruling is the last step in the court process for determining the rights of the parties and resolving disputes. This explanation confirms that decisions made by the consumer dispute resolution agency are final, meaning they cannot be appealed or subject to cassation.

Thus, the fact that consumer dispute resolution agency decisions still allow for the filing of objections with district courts indicates that such decisions do not yet possess full legal force as final and absolutely binding. This situation impacts the effectiveness of consumer dispute resolution through the consumer dispute resolution agency, as the primary purpose of establishing the consumer dispute resolution agency as a mechanism for swift, simple, and low-cost dispute resolution becomes less than optimal, as Article 49 (1) of the consumer protection law was intended to provide an alternative means of out-of-court dispute resolution capable of offering consumers easier access to justice. This appeal system essentially prolongs the dispute resolution process, thereby potentially creating legal uncertainty for the parties involved, particularly consumers who are in a weaker position.

The existence of independent product assessment agencies is not intended to replace the role of the consumer dispute resolution agency, but rather to reinforce the consumer dispute resolution agency own objectives and functions. This is because the existence of independent agencies or organizations which have the authority to conduct testing, certification, and evaluation of product safety and suitability standards can provide more objective, transparent, and standardized technical references when assessing product defects or flaws.

Furthermore, Article 56 (2) of the consumer protection law needs to be revised or evaluated to ensure consistency in legal norms, institutional effectiveness, and legal certainty for all parties. Thus, the integration of law enforcement and oversight through independent assessment bodies will strengthen the principle of strict liability for business operators, thereby ensuring legal certainty and justice for consumers in the future.

Third, strengthening the principle of strict liability in business operators' accountability through legal culture. Legal culture is defined as the level of understanding, awareness, and attitude of consumers toward the law and toward the existence of institutions that provide legal protection for consumers. In general, consumers' level of understanding of the legal provisions governing consumer protection remains relatively low; that is, they are unaware that as consumers they have rights that business operators are obligated to fulfill where the business operator's liability constitutes a legal obligation that must be carried out and they are also unaware of the condition of the products they intend to purchase (Novi Septiani, 2026).

In essence, a business operator's responsibility under consumer protection laws is a social responsibility to safeguard consumer rights. In this regard, consumers tend to interpret that if they suffer losses due to using defective goods, the only available remedies are a refund or an exchange. If these efforts fail, consumers view litigation as the sole avenue for resolution. Conversely, if the resulting loss is considered minor or commonplace, consumers often choose to ignore it. In fact, such an attitude indicates that consumer awareness of the rights violated under the business operator's own responsibility remains weak.

The imbalance in bargaining power between consumers and businesses is not only caused by differences in economic capacity, but also by differences in educational attainment and legal knowledge. Consumers also view the available legal procedures as creating additional problems in and of themselves. Seeking legal assistance is perceived as a burden, because compensation will not be received as expected; this is due to the fact that attorneys' fees are very high and not commensurate with the losses suffered (Fauzi & Koto, 2022).

The public's limited understanding, as consumers, of their rights and obligations continues to reflect a low level of legal awareness in the area of consumer protection. Daniel S. Lev proposes the concept of legal culture as one approach to analyzing the dynamics of change in Indonesia's legal system. In his view, aspects of maintaining public order and dispute resolution systems are integral parts of a legal culture rooted in procedural legal values (Hafizhah, 2024). The public's reluctance to pursue the dispute resolution channels that have been made available is a tangible manifestation of the legal culture. This indicates a gap in the behavior of the public particularly consumers when it comes to utilizing existing legal instruments.

Therefore, more intensive public awareness and legal education efforts are needed regarding the provisions set forth in the consumer protection law, particularly those related to business operators' liability for products containing hidden defects under the principle of strict liability. These efforts are expected to increase consumers' awareness of their rights and also enhance business operators' compliance with the law through the principles of good faith, transparency of information, and product quality assurance, so that the consumer protection laws can ensure legal certainty and justice in the future.

Conclusion

Strengthening the principle of strict liability in the consumer protection law is an urgent necessity to address the ambiguity between Article 19 (1) and (5), which has long created a loophole allowing businesses to evade liability for goods with hidden defects. This ambiguity is not merely a matter of the wording of the article but reflects a more fundamental issue: the values of legal certainty and substantive justice within Indonesia's consumer protection system. This study emphasizes that the effectiveness of consumer protection cannot be supported solely by liability provisions but also requires institutional or organizational support capable of providing more objective technical evidence and fostering legal awareness among businesses.

Therefore, lawmakers are urged to reconsider revising Article 19 (5) of the consumer protection law by removing the phrase "consumer error," and to align Article 56 (2) with the final and binding nature of consumer dispute resolution agency decisions as stipulated in Article 54 (3). The state, through the government, also needs to establish an independent product assessment agency or organization authorized to conduct testing and certification of product safety standards as an objective means of evidence in the resolution of consumer disputes. It is hoped that these recommendations will lead to greater legal certainty and a fairer balance in the relationship between consumers and businesses based on future consumer protection.

Referensi

Achmad, A. S., & Indradewi, A. A. (2021). The Legal Status and Liability of Intermediaries, Distributors, and Agents in the Goods Distribution Chain. *Jurnal Hukum Magnum Opus*, *4*(2), 193–202. https://doi.org/https://doi.org/10.30996/jhmo.v4i2.5294

Afifi, M., Halim, A., & Amni, S. Z. (2023). Legal System in the Perspectives of H . L . A Hart and Lawrence M. Friedman. *Peradaban Journal of Law and Society*, *2*(1), 51–61. https://doi.org/https://doi.org/10.59001/pjls.v2i1.83

Ariyanto, B., Purwadi, H., & Latifah, E. (2021). The Seller's Strict Liability for Hidden Defects in Online Sales Transactions. *Refleksi Hukum: Jurnal Ilmu Hukum*, *6*(1), 111. https://doi.org/10.24246/jrh.2021.v6.i1.p107-126

Barkatullah, A. H. (2007). The Importance of Protecting Consumer Rights in E-Commerce Transactions. *Jurnal Hukum IUS QUIA IUSTUM*, *14*(2), 254. https://doi.org/10.20885/iustum.vol14.iss2.art8

Bhagaskara, K. A., & Tarina, D. D. Y. (2024). Consumer Protection Regarding Online Transaction Issues on Unofficial Marketplace Platforms. *Jurnal Usm Law Review*, *7*(1), 393–411. https://doi.org/10.26623/julr.v7i1.8907

Diana, D., & Lie, G. (2025). The Application of the Strict Liability Principle in the Protection of Consumers of Digital Logistics Services. *Indonesian Journal of Law and Economics Review*, *20*(4), 6–11. https://doi.org/10.21070/ijler.v20i4.1384

Disemadi, H. S. (2022). Legal Research Lens: A Descriptive Essay on Legal Research Methodology. *Journal of Judicial Review*, *24*(2), 289–304. https://doi.org/https://doi.org/10.37253/jjr.v24i2.7280

Eleanora, F. N. (2018). The Principle of Strict Liability of Business Entities Under Article 27 of Law No. 8 of 1999 on Consumer Protection. *Krtha Bhayangkara*, *12*(2), 223. https://doi.org/10.31599/krtha.v12i2.26

Evelyn Winarko, & Saut Parulian Manurung. (2024). An Evaluation of the Reverse Burden of Proof in Consumer Disputes. *Jurnal Ilmu Hukum, Humaniora Dan Politik*, *5*(1), 69–79. https://doi.org/10.38035/jihhp.v5i1.2775

Fadhly, F. (2014). Compensation as Legal Protection for Consumers Affected by Defective Products. *Arena Hukum*, *6*(2), 236–253. https://doi.org/https://doi.org/10.21776/ub.arenahukum.2013.00602.6

Fauzi, Ahmad Koto, I. (2022). Businesses' Responsibilities Toward Consumers Regarding Defective Products. *Journal of Education, Humaniora and Social Sciences (JEHSS)*, *4*(3), 1493–1500. https://doi.org/10.34007/jehss.v4i3.899

Fauzi, A., & Koto, I. (2022). Rights Violated Through Litigation and Non-Litigation Channels. *Jurnal Yuridis*, *9*(1), 26. https://doi.org/https://doi.org/10.35586/jyur.v9i1.3963

Firdaus, M. B. (2025). The Dialectic of Justice, Certainty, and the Utility of Law from Gustav Radbruch's Perspective on Indonesian Law. *Jurnal Kajian Hukum Dan Kebijakan Publik*, *3*(1), 357–367. https://doi.org/https://doi.org/10.62379/qy4b6z80

Hafizhah, A. (2024). Navigating Legal Awareness in the Digital Era: Cultivating A Digital Culture in Indonesia. *Mahadi: Indonesia Journal of Law*, *3*(01), 36–41. https://doi.org/10.32734/mah.v3i01.15417

Haq, M., Felandry, D. (2024). The Principle of Strict Liability for Business Entities in the Context of Upholding the Principles of Justice and Legal Certainty for Consumers Under Law No. 8 of 1999. *Jotika Research in Business Law*, *3*(2), 91. https://doi.org/https://doi.org/10.56445/jrbl.v3i2.151

Hasan, K., & Moonti, R. M. (2025). Legal Protection for Customers in Bank Loan Agreements. *Mahkamah : Jurnal Riset Ilmu Hukum*, *2*(3), 179–193. https://doi.org/10.62383/mahkamah.v2i3.825

Herliana, N. P. M. H., Sukadana, D. A. P., Sudharma, K. J. A., & Nandari, N. P. S. (2026). Discrepancies in the Standards of Business Operator Liability Based on Strict Liability in Consumer Disputes. *Academic: Jurnal Mahasiswa Humanis*, *6*(2), 752–762. https://doi.org/10.37481/jmh.v6i2.2028

Holijah, H. (2020). Strict Liability Principle: Consumer Protection from Hidden Defective Products in Indonesia. *Sriwijaya Law Review*, *4*(1), 118. https://doi.org/10.28946/slrev.vol4.iss2.295.pp109-123

Howells, G., & Weatherill, S. (2017). *Consumer Protection Law* (2nd ed.). Taylor & Francis. https://doi.org/10.4324/9781315259512

Jonneri Bukit, M. W. (2024). The Existence of the Principle of Balance in Consumer Contracts in Indonesia. *DiH: Jurnal Ilmu Hukum*, *14*(28), 24–32. https://doi.org/https://doi.org/10.30996/dih.v0i0.1788

Kamal, Nada Aisyah, N. K. W. (2024). Legal Protection Against Consumer Losses Due to Hidden Defects in Online Purchases of Used Vehicles Under Law No. 8 of 1999. *Jurnal Commerce Law*, *4*(2), 1–11. https://doi.org/https://doi.org/10.29303/commercelaw.v4i2.5268

Khanifa, N. K., & Khasanah, D. R. A. U. (2022). A Culture of Constitutional Awareness: Implementing Consumer Rights Education. *Crepido*, *4*(2), 127–136. https://doi.org/10.14710/crepido.4.2.127-136

Maghfiroh, L. (2025). Realizing "Justice as Fairness": An Analysis of Inequality in Health Care in Indonesia Based on John Rawls's Theory. *Media Hukum Indonesia (MHI)*, *3*(4), 225–232. https://doi.org/https://doi.org/10.5281/zenodo.17433104

Mahardikha, D. (2020). The Application of the Principle of Absolute Liability in Relation to Consumer Losses Arising from the Use of Internet Banking Products. *Innovative Public Law Review*, *1*(2), 115–126. https://doi.org/10.25041/iplr.v1i2.2057

Marzuki, P. M. (2017). *Penelitian Hukum* (Revised Edition). Jakarta: Kencana.

Mashudi. (2017). Legal Aspects of Consumer Protection Under Article 18 of Law No. 8 of 1999 on Consumer Protection. *Jurnal Pro Hukum: Jurnal Penelitian Bidang Hukum Universitas Gresik*, *6*(2), 50–66. https://doi.org/https://doi.org/10.5281/zenodo.1468366

Miru, A. (2018). *Prinsip-prinsip Perlindungan Hukum bagi Konsumen di Indonesia*. Jakarta: PT. Rajawali Pers.

Novi Septiani. (2026). Legal Protection For Consumers In Commercial Activities. *JIRK: Journal of Innovation Research and KnowledgeResearch and Knowledge*, *5*(12), 12923–12934.

Novita, Y. D., & Santoso, B. (2021). The Urgency of Updating Consumer Protection Regulations in the Digital Business Era. *Jurnal Pembangunan Hukum Indonesia*, *3*(1), 46–58. https://doi.org/10.14710/jphi.v3i1.46-58

Purwito, E. (2023). The Concept of Consumer Legal Protection and the Legal Liability of Businesses Regarding Expired Granulated Sugar Products in the City of Surabaya. *Jurnal Magister Ilmu Hukum*, *13*(1), 144. https://doi.org/10.56943/dekrit.v13n1.152

Raihana, S. A., & Sugiyono, H. (2024). Responsibilities of Automotive Manufacturers Regarding Hidden Defects in Cars That Have Been Produced (Case Study: BMW X5 xDrive35i Year 2015 Production). *Borobudur Law Review*, *5*(2), 68–78. https://doi.org/10.31603/burrev.8261

Salim, & Suriyati, C. (2025). Business Operators' Liability for Defective Products from the Perspective of Consumer Protection Law. *Al-Zayn: Jurnal Ilmu Sosial Dan Hukum*, *3*(5), 6602–6608. https://doi.org/https://doi.org/10.61104/alz.v3i5.2299

Santiago, F., Sari, A., Saleh, M., & Nai, M. A. (2026). Reconstructing Consumer Protection through Product Liability Reform from a Tort Law Perspective. *Jurnal Akta*, *13*(1), 481. https://doi.org/10.30659/akta.v13i1.51428

Sasani, M. F. I., Handayani, P., & Hadiyanto, A. (2026). Business Operators' Liability for Defective Products Under Consumer Law. *USM Law Review*, *9*(3), 1587–1609. https://doi.org/https://doi.org/10.26623/julr.v9i3.14203

Setiawan, J., Yetti, & Afrita, I. (2025). Legal Liability of Business Entities for Products with Hidden Defects. *The Juris*, *9*(1), 217–233. https://doi.org/10.56301/juris.v9i1.1676

Syam, M. (2023). The Legal Policy on the Burden of Proof in Consumer Dispute Resolution in Indonesia. *UNES Law Review*, *6*(1), 1497–1509. https://doi.org/10.31933/unesrev.v6i1.946

Wibowo, D. E. (2020). How Consumers in Indonesia Are Protected Fairly? *Indonesian Journal of Advocacy and Legal Services*, *2*(1), 57–70. https://doi.org/10.15294/ijals.v2i1.36546

Yoga Pratama, R. (2025). The Implementation of the Principle of Strict Liability for Product Liability in Consumer Protection Law: A Comparative Study Between Indonesia and the United States. *Lex Stricta: Jurnal Ilmu Hukum*, *4*(1), 81–92. https://doi.org/https://doi.org/10.46839/lexstricta.v4i1.1423

Yulia Audina Sukmawan, D. D. (2025). Normative and Empirical Legal Research Methods as Strategies for Strengthening Perspectives in Legal Studies. *Notary Law Journal*, *4*(1), 114–128. https://doi.org/10.32801/nolaj.v4i3.116

Zulham. (2016). *Hukum Perlindungan Konsumen*. Jakarta: Kencana.