

## Producer's Liability for Expired Products: Theoretical and Legal Analysis

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### Abstract

One of the consumer rights guaranteed in the laws and regulations is the right to obtain safe and healthy products and the right to obtain an expiration date. The right to obtain information in the form of an expiration date is closely related to product safety. Through this information, consumers can find out whether a product is still suitable or not. If consumers do not obtain information in the form of an expiration date for a product, then in this case the consumer is greatly disadvantaged and the obligation for the producer to be responsible arises. About this, this study aims to examine and analyse the concept of product liability and producer liability due to expired products. This research is a legal research using a statutory and conceptual approach, while the legal materials used in this research are primary legal materials and secondary legal materials. The results of this study indicate that product liability arises due to defects in the product that can harm consumers, so that producer are obliged to provide compensation. One form of such defect is an expired product, which is not suitable for consumption. In this case, the manufacturer is responsible for providing compensation for any losses received by consumers due to defective products, including expired products.

## 1. Introduction

In the world of trade, there is always a reciprocal relationship between producers and consumers.<sup>1</sup> Producers are the producers of goods and services, while consumers are the users of those goods and services. Producers offer products and services to seek large profits, but on the other hand will face consumers who want to obtain cheap goods and services. With these two conditions, consumers are always the party that has a weaker position compared to the position of producers who control all information about the products being traded.<sup>2</sup> Consumers are in a very vulnerable position to be exploited. Through a set of legal rules or regulations set by the state, information inequality can be overcome. Therefore, the existence of regulations made by the state can truly provide legal protection for consumers who are essentially a very important part of the free market (*laissez faire*).<sup>3</sup> Husni Syawali stated that consumer protection is a matter of human interest, therefore it is a hope for all nations in the world to be able to realize it. Realizing consumer protection is realizing the relationship of

<sup>1</sup> Keni Soeriaatmadja, "Consumer Tribe dan Industri Gaya Hidup di Bandung, Indonesia," *Jurnal Keamanan Nasional* 3, no. 1 (2017), <https://doi.org/10.31599/jkn.v3i1.20>.

<sup>2</sup> Syaharie Jaang, "Analisis Perlindungan Hukum Terhadap Konsumen Berdasarkan Prinsip Keadilan," *Jurnal Hukum dan HAM Wara Sains* 2, no. 05 (2023), <https://doi.org/10.58812/jhhws.v2i05.303>; Agus Brotosusilo, "Hak-Hak Produsen dalam Hukum Perlindungan Konsumen," *Jurnal Hukum & Pembangunan* 22, no. 5 (7 Juni 2017): 423, <https://doi.org/10.21143/jhp.vol22.no5.1011>.

<sup>3</sup> Nining Mukhtar, *Berperkara Secara Mudah, Murah, Cepat; Pengenalan Mekanisme Alternatif Penyelesaian Sengketa Konsumen* (Jakarta: Pustaka, 2005).

various dimensions that are related to each other and dependent on consumers, producers, and the government.<sup>4</sup>

Historically, protection of consumer rights was first put forward by former United States President John F. Kennedy when he delivered a speech on March 15, 1962 before the US Congress with the title "A Special Message of Protection the Consumer Interest" which in the international community is better known by the term "Declaration of Consumer Right". President John F. Kennedy revealed the four basic consumer rights, namely i) the right to safety, ii) the right to choose, iii) the right to be informed, and iv) the right to be heard.<sup>5</sup> Then the European Economic Community also agreed on five basic consumer rights, namely i) the right to health and safety protection, ii) the right to protection of economic interests, iii) the right to receive compensation, iv) the right to information, and v) the right to be heard.<sup>6</sup>

In Indonesia, protection of consumer rights began to exist when Act Number 8 of 1999 concerning Consumer Protection (hereinafter referred to as Act No. 8/1999) was enacted. Gunawan Widjaya and Ahmad Yani stated that the birth of Act No. 8/1999 was expected to create fair trade business activities, not only for producers, but also directly for the benefit of consumers, both as users, beneficiaries and as users of goods and/or services offered by producers.<sup>7</sup> Article 1 number 1 of Act No. 8/1999 stipulates that "Consumer protection is all efforts that guarantee legal certainty to provide protection to consumers". Shidarta also stated that "Consumer protection is part of consumer law which contains principles or rules that are regulatory in nature and also have the nature of protecting consumers and their rights".<sup>8</sup> So the meaning of consumer protection is all efforts that guarantee legal certainty to provide protection for consumer rights.<sup>9</sup>

One of the consumer rights regulated in international legal instruments and Article 4 of Law No. 8/1999 is the right to safety and the right to be informed. This means that consumers have the right to obtain safe and healthy producer products and also have the right to obtain the condition of the product, including the right to obtain an expiration date. The right to obtain information on the expiration date is closely related to the right to safety (product safety). Through this information, consumers can find out whether the product is suitable for use or not.

<sup>4</sup> Husni Syawali, *Hukum Perlindungan Konsumen* (Bandung: Mandar Maju, 2007).

<sup>5</sup> Gunawan Widjaya dan Ahmad Yani, *Hukum Tentang Perlindungan Konsumen* (Jakarta: Gramedia, 2001).

<sup>6</sup> Yulia Susantri, "Perlindungan Terhadap Hak-Hak Konsumen Dalam Perspektif Hak Asasi Manusia," *CONSTITUO: Journal of State and Political Law Research* 1, no. 1 (8 Juli 2022), <https://doi.org/10.47498/constituo.v1i1.1210>; Humaira Safira Wahyudi, Deasy Soeikromo, dan Sarah D.L Roeroe, "Kewajiban Korporasi Terhadap Keterbukaan Informasi Perusahaan Bagi Perlindungan Konsumen di Indonesia," *Lex Privatum* IX, no. 3 (2021), <https://ejournal.unsrat.ac.id/index.php/lexprivatum/article/view/33248>.

<sup>7</sup> Widjaya dan Yani, *Hukum Tentang Perlindungan Konsumen*.

<sup>8</sup> Shidarta, *Hukum Perlindungan Konsumen* (Jakarta: Grasindo, 2000).

<sup>9</sup> Rafli Andi Pangestu dan Innocent Muramuzi, "Legal Legal Protection for Apartment/Condominium Consumers Post Supreme Court Circular Number 3 of 2023," *Jurnal Hukum Bisnis Bonum Commune* 8, no. 1 (2025), <https://doi.org/https://doi.org/10.30996/jhbhc.v8i1.12211>; Selvia Nola, Suci Zalsabilah Basri, dan Sylvi Nur Hafiza, "Legal Protection for Customer of Bankrupt Rural Bank (BPR) in Indonesia," *Jurnal Hukum Bisnis Bonum Commune* 4, no. 1 (22 Februari 2021), <https://doi.org/10.30996/jhbhc.v4i1.4485>.

With the existence of these consumer rights, it will create an obligation for producers to fulfill them. Article 7 of Law No. 8/1999 determines the obligations and prohibitions of producers, one of which is the prohibition on the sale of defective and damaged goods. Damage can be caused by production defects or the goods have exceeded their deadline or expired. Therefore, for goods that have expired, producers have an obligation to withdraw them from circulation.<sup>10</sup> Goods/services that have exceeded their usage limit or expired are goods/services that no longer meet the standards for consumption by consumers. If consumers consume goods that have expired, it will cause various effects, especially on consumer health.<sup>11</sup> For expired products that cause losses to consumers, Article 7 of Law No. 8/1999 requires the producer to be liable to provide compensation.

Research on expired products has been conducted by several researchers, but most of them are empirical. First, research conducted by Ribka Anasthasia Eva Karamoy, et al entitled "Consumer Protection Against the Circulation of Expired Food in Manado City".<sup>12</sup> This study examines the need for routine counseling to the public regarding consumer protection, as well as the role of the Regional Office in charge of supervising products in circulation, while this study is different from the previous study. This study discusses comprehensively the concept of product responsibility and producer responsibility due to expired products. Second, a study conducted by I Putu Gede Wiramahendra, et al entitled "Implementation of Legal Protection for Consumers Against the Circulation of Expired Food in Kreneng Market, Denpasar".<sup>13</sup> This study examines the form of legal protection for the circulation of expired food for consumers, especially the Kreneng Denpasar Market and reveals the factors that make it difficult to obtain legal protection for the problem in question. This study is different from the research conducted by I Putu Gede Wiramahendra et al., this study discusses in a complete and comprehensive manner the concept of product responsibility and producer responsibility due to expired products. Third, research conducted by Agustri Purwandi entitled "Legal Protection to Maintain Standardization of Packaged Beverages Traded According to Indonesian Positive

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<sup>10</sup> Nyoman Rizkyta Putri dan Ketut Sukranatha, "Tanggung Jawab Pelaku Usaha Terhadap Konsumen Terkait Produk Makanan Kemasan Yang Sudah Kadaluarasa," *Tanggung Jawab Pelaku Usaha Terhadap Konsumen Terkait Produk Makanan Kemasan Yang Sudah Kadaluarasa*, 2021, <https://ojs.unud.ac.id/index.php/kerthasemaya/article/view/40853>.

<sup>11</sup> Rahwindi Pangestu Nugroho Putri, Sri Wahyuni, dan Rabiah Al Adawiah, "Perlindungan Hukum Terhadap Hak-Hak Konsumen Yang Membeli Produk Makanan Kadaluarasa," *Jurnal Hukum Sasana* 8, no. 2 (2022), <https://doi.org/10.31599/sasana.v8i2.1652>; Muhammad Patra Anjaya, Ria Delta, dan Tian Terina, "Perlindungan Hukum Terhadap Konsumen Akibat Mengkonsumsi Produk Pangan Yang Tidak Sehat Aman Dan Halal," *Viva Themis: Jurnal Ilmu Hukum* 2, no. 1 (2020), <https://doi.org/10.24967/vt.v2i1.771>.

<sup>12</sup> Ribka Anasthasia Eva Karamoy, "Perlindungan Konsumen Terhadap Peredaran Makanan Kedaluwarsa di Kota Manado," *LEX ET SOCIETATIS* 8, no. 3 (2020), <https://doi.org/10.35796/les.v8i3.29501>.

<sup>13</sup> I Putu Gede Wiramahendra, I Nyoman Budiarta, dan Ni Komang Arini Styawati, "Pelaksanaan Perlindungan Hukum Bagi Konsumen terhadap Peredaran Makanan yang Telah Kedaluwarsa di Pasar Kreneng Denpasar," *Jurnal Konstruksi Hukum* 3, no. 1 (2022), <https://doi.org/10.22225/jkh.3.1.4448.201-206>.

Law".<sup>14</sup> This study examines the standardization of packaged beverages that can be traded and legal steps to maintain the standardization of packaged beverages that can be traded according to Indonesian positive law, while this study discusses the concept of product liability and producer liability due to expired products. This study aims to analyze the concept of product liability and producer liability for expired products under Indonesian consumer protection law, addressing the gaps in previous research.

## 2. Methods

This research method is a type of legal research.<sup>15</sup> The approach methods used are the statute and conceptual approaches. Meanwhile, the legal materials used are primary legal materials and legal materials. Primary legal materials are collected using the inventory and categorization method, while secondary legal materials are collected using the literature search method. Primary legal materials and secondary legal materials that have been collected are then identified, classified, and systematized according to their sources and hierarchies. After that, all legal materials are reviewed and analyzed using legal reasoning with the deductive method.<sup>16</sup>

## 3. Results and Discussion

### 3.1. Concept of Product Liability

Nowadays, the growth and development of industry, especially the industry that produces food and beverages, is increasing. On the one hand, this will bring benefits to consumers because with the increasing number of food and beverage products in circulation, people's access to them is also easier, and of course, it will also affect the affordability of the price of the product. However, on the other hand, this rapid growth will also harm consumers, including the circulation of food and beverage products that do not meet the health and safety standards of a product, the circulation of expired products that are no longer suitable for consumption, all of which can endanger consumers.<sup>17</sup> Products that have passed their expiration date may contain hazardous substances that can endanger the health of consumers. Expired food and beverages not only lose their nutritional value, but can also experience changes in taste, aroma, and texture. This poses a significant risk to consumers, especially those who do not have adequate knowledge of food safety. This lack of understanding makes consumers more vulnerable to the negative impacts caused by products that are not suitable for consumption.

Consumers are always the ones who are harmed by the circulation of expired products in the market. With this loss, the producer must be responsible for the loss.<sup>18</sup> Manufacturers

<sup>14</sup> Agustri Purwandi, "Perlindungan Hukum Untuk Menjaga Standarisasi Minuman Kemasan Yang Diperjualbelikan Menurut Hukum Positif Indonesia," *Makro: Jurnal Manajemen Dan Kewirausahaan* 6, no. 2 (2021), <https://doi.org/10.53712/jmm.v6i2.1262>.

<sup>15</sup> Peter Mahmud Marzuki, *Penelitian Hukum* (Jakarta: Kencana, 2021).

<sup>16</sup> Irwansyah dan Ahmad Yunus, *Penelitian Hukum: Pilihan Metode & Praktik Penulisan Artikel* (Yogyakarta: Mirra Buana Media, 2020).

<sup>17</sup> Purwandi, "Perlindungan Hukum Untuk Menjaga Standarisasi Minuman Kemasan Yang Diperjualbelikan Menurut Hukum Positif Indonesia"; Muthia Sakti dan Dwi Aryanti Ramadhani, "Halal Certification of Micro and Small Enterprises' Food Products for Consumer Protection," *Amsir Law Journal* 5, no. 1 (2023), <https://doi.org/10.36746/alj.v5i1.296>.

<sup>18</sup> Finulius Bu'ulolo, Karisman Jaya Ndruru, dan Jaminuddin Marbun, "Perlindungan Hukum Terhadap Konsumen Terkait Penjualan Makanan Dan Minuman Dalam Kemasan Kadaluarsa,"



are liable in the sense that they should provide compensation to parties who are harmed by the expired product. This concept is known as product liability.

The concept of product liability was born from the need to protect consumers from the risks posed by unsafe products. Its historical roots can be traced back to Roman law, where manufacturers were held liable for losses caused by the goods they sold. Product liability is a derivative of the *caveat venditor* (let the seller beware) principle, which means that the manufacturer is always responsible for any problems faced by consumers due to the manufacturer's products. Therefore, product liability is the opposite of the *caveat emptor* (let the buyer beware) principle. However, this concept began to develop rapidly in the 20th century, especially after several high-profile cases that showed how defective products could cause serious injury or even death. These cases attracted public attention and prompted the need for stronger legal protection for consumers.

In the United States, the concept of product liability began to develop significantly after the Supreme Court's 1963 decision in *Greenman v. Yuba Power Products, Inc.* In this case, the court held that a manufacturer could be liable for injuries caused by a defective product, even if no fault could be proven. This decision emphasized that a manufacturer's liability was based not only on fault but also on the nature of the product itself. This became the basis for many subsequent consumer protection laws, which gave consumers the right to sue for injuries caused by unsafe products.

The application of the strict liability principle, exemplified in the landmark case of *Greenman v. Yuba Power Products, Inc.*, highlights a pivotal shift in product liability law, where manufacturers can be held liable for defects in their products regardless of negligence. This case established that a manufacturer is strictly liable for injuries caused by its defective products, emphasizing consumer protection and the responsibility of producers to ensure safety. In contrast, Indonesian positive law, while recognizing producer liability, typically requires proof of negligence or fault, following a more traditional tort liability framework. This divergence illustrates a fundamental difference in legal approaches: the strict liability model prioritizes consumer safety and accountability, while Indonesian law places a heavier burden on plaintiffs to demonstrate a breach of duty by the producer. Consequently, this comparison underscores the potential for reform in Indonesian law, suggesting that adopting elements of strict liability could enhance consumer protection and align the legal framework more closely with modern product safety standards.

Further developments in the concept of product liability occurred in the 1970s with the adoption of consumer protection laws in various countries. These laws provided a clearer legal framework regarding the responsibilities of manufacturers and distributors, and set safety standards for products. In many countries, product liability became objective, with consumers not having to prove the manufacturer was at fault. This represented a significant shift in the

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*JURNAL RECTUM: Tinjauan Yuridis Penanganan Tindak Pidana* 5, no. 1 (2022), <https://doi.org/10.46930/jurnalrectum.v5i1.2592>; Ruth Gladys Sembiring dan I Made Dedy Priyanto, "Perlindungan Hukum Terhadap Konsumen Yang Membeli Produk Makanan Dan Minuman Kadaluarsa," *Kertha Semaya: Journal Ilmu Hukum* 7, no. 6 (2019), <https://doi.org/10.24843/km.2019.v07.i06.p10>.

law, where consumer protection was given priority, and manufacturers were expected to be held accountable for the products they marketed.

As technology and product complexity develop, new challenges arise in the application of the product liability concept. For example, with the emergence of high-tech products such as software and medical products, determining liability becomes more complicated. Cases related to technology-based products often involve multiple parties, from manufacturers to software developers, which can make it difficult to prove liability.<sup>19</sup> In this digital era, consumer protection must adapt to technological developments and new business models, such as e-commerce and internet-based products.

Many countries are now modernizing their laws to cover new products and more complex consumer situations. A proactive approach to consumer education is also increasingly important, educating the public about their rights and how to protect themselves from dangerous products. On the other hand, manufacturers are increasingly being asked to improve the safety and quality standards of their products, as well as the transparency of the information provided to consumers. Thus, the concept of product liability serves not only as a legal tool, but also as a driver for increasing safety and trust in the market.

In terminology, liability or in Dutch it is called "*Aaansprakelijkheid*" which means that someone must be responsible for a lawsuit caused by his actions that harm others. According to Black's Law Dictionary, liability is "The quality or state of being legally obligated or accountable; legal responsibility to another or to society, enforceable by civil remedy or criminal punishment". In line with this concept, Peter Mahmud Marzuki also stated that liability is a specific form of liability. The definition of liability refers to the position of a person or legal entity that is deemed to have to pay some form of compensation or damages after a legal event or legal action.<sup>20</sup> With this concept, product liability is an effort to cover every lawsuit caused by losses due to the use of a product. Black's Law Dictionary, defines product liability as follows:<sup>21</sup>

- a. A manufacturer's or seller's tort liability for any damages or injuries suffered by a buyer, user, or by stander as a result of a defective product. Products liability can be based on a theory of negligence, strict liability, or breach of warranty.
- b. The legal theory by which liability is imposed on the manufacturer or seller of a defective product.
- c. The field of law dealing with this theory.

According to Schut, "product liability" is the responsibility of producers or sellers for losses caused by goods that have been delivered/marketed.<sup>22</sup> From the definition above, the elements of product responsibility can be explained as follows:

- a. Responsibility of producers or sellers
- b. For losses

<sup>19</sup> Baharuddin Riqiey, "Government Liability Towards the Amount of Savings by Public Housing Savings Participants," *Alauddin Law Development Journal* 7, no. 1 (2025), <https://doi.org/https://doi.org/10.24252/aldev.v7i1.53687>.

<sup>20</sup> Marzuki, *Penelitian Hukum*.

<sup>21</sup> Hanry Campbell Black, *Black's Law Dictionary* (ST. Paul, Minn: West Publishing, Co, 2009).

<sup>22</sup> Schut, *Produktenaansprakelijkheid* (Zwolle: Tjeenk Willink, 1974).

- c. Caused by goods (products)
- d. And have been delivered/ marketed to consumers.

According to Ahmad Adi Winarto, product liability can be defined as a legal responsibility of a person/or body that produces a product (producer, manufacturer), of a person/body that is involved in a process to produce a product (processor, assembler), or distributes (seller, distributor) the product, therefore it is hoped that producers can be careful in producing the goods/services they produce.<sup>23</sup> AZ Nasution defines product liability as responsibility where the responsibility is caused by certain conditions of the product (defective or endangering other people).<sup>24</sup> Karmanya Upadhyay also said the term "product liability" refers to the legal obligation of a business to pay victims of harm caused by its faulty products.<sup>25</sup> In other words, product liability arises as a result of product shade, namely, losses caused by goods marketed by the manufacturer.

Liability for products is a liability that arises due to defects in the product. Cacat produk bisa berupa cacat desain, cacat produksi, atau cacat informasi. A design defect occurs when a product is designed in an unsafe manner, potentially causing harm to the user. A manufacturing defect occurs when a product that is supposed to be safe becomes dangerous due to an error in the manufacturing process. An information defect occurs when a manufacturer fails to provide sufficient information or warnings about the potential harm that may result from the use of the product. This responsibility protects consumers and ensures that they do not fall victim to products that do not meet expected safety standards.

Product liability serves to emphasize that manufacturers, distributors, and retailers have an obligation to ensure that the products they market are safe to use. If a product is proven to be defective and causes harm to consumers, then the responsible party can be asked to provide compensation. This not only protects consumers but also encourages manufacturers to be more careful in designing, producing, and marketing their products. With this liability, it is hoped that manufacturers will pay more attention to the safety aspects of the product, thereby reducing the possibility of accidents or injuries due to the use of defective products. M. Ali Mansyur stated that product liability due to defects is the liability of the manufacturer of a product that harms consumers due to defects that were not known at the time the agreement was made.<sup>26</sup> Furthermore, M. Ali Mansyur stated that:

"... what is meant by a defective product is a product that is not perfect, starting from the process, preparation of raw materials, production process, to marketing. If it then causes losses to consumers, then it means that there is a product defect".

The importance of product liability is also related to efforts to create a culture of responsibility among manufacturers. When manufacturers know that they can be held accountable for defective products, they are more likely to invest in research and development

<sup>23</sup> Ahmad Adi Winarto, "Tanggung Jawab Developer Sebagai Upaya Perlindungan Konsumen Dalam Bidang Perumahan di Kabupaten Pati" (Universitas Diponegoro, 2008).

<sup>24</sup> AZ Nasution, *Hukum Perlindungan Konsumen* (Jakarta: Pustaka Sinar, 1995).

<sup>25</sup> Karmanya Upadhyay, "A critical study of product liability and analysis with special reference to India," *International Journal of Engineering in Computer Science* 4, no. 2 (2022), <https://doi.org/10.33545/26633582.2022.v4.i2a.77>.

<sup>26</sup> M. Ali Mansyur, "Tanggung Gugat Produk Makanan Yang Cacat Dalam Rangka Perlindungan Konsumen" (Universitas Diponegoro, 2000).

to improve product quality and safety. This can lead to better innovation and safer products for consumers. In addition, this liability serves as an incentive for manufacturers to implement industry best practices, such as rigorous product testing, quality monitoring, and compliance with applicable safety standards.

In practice, product liability enforcement can be carried out in various ways, including litigation in court or alternative dispute resolution. Consumers who feel aggrieved can file a claim against the manufacturer or distributor to obtain compensation for losses suffered due to the use of defective products. This process not only provides compensation to consumers, but also serves as a warning to industry players to improve safety standards. Thus, product liability becomes an important mechanism in protecting consumer rights, encouraging producer responsibility, and creating a safer and fairer market for all parties.

AZ. Nasution stated that a product is said to be defective if the product is not safe to use, does not meet certain safety requirements as expected by people, taking into account various existing circumstances, especially regarding:<sup>27</sup>

- a. Product appearance.
- b. Proper use.
- c. When the product is distributed.

Meanwhile, Erman Rajagukguk revealed 3 types of defective or damaged products for which the producer/manufacturer must be responsible, namely as follows:<sup>28</sup>

- a. A product is not manufactured under the requirements so that the product is unsafe for consumers.
- b. The hazards of the product outweigh the benefits expected by the average consumer or when the benefits of the product are less than the risks.
- c. The manual, instruction manual, packaging, label, or placard does not provide sufficient warnings about the potential hazards of the product or instructions for its safe use.

Product Liability arises due to an imbalance in the position between producers (manufacturers) and consumers.<sup>29</sup> Therefore, to provide an equal or equal position between producers and consumers, if there is a loss due to the existence of a producer's product, then the producer is responsible for causing losses to consumers. Therefore, according to Susanti Adi Nugroho, a product liability lawsuit can be carried out based on 3 things, namely as follows:<sup>30</sup>

- a. Breach of warranty related to the manufacturer's warranty on a product, for example, the resulting efficacy does not match the promise stated on the product packaging, or the goods sold or produced contain defects, and this can occur due to i) the construction of the goods, ii) design, and iii) labeling.
- b. There is an element of negligence from the manufacturer failing to show that he was careful enough in making, supervising, repairing, labeling, or distributing the goods.

<sup>27</sup> Nasution, *Hukum Perlindungan Konsumen*.

<sup>28</sup> Erman Rajagukguk, *Hukum Perlindungan Konsumen* (Bandung: Mandar Maju, 2000).

<sup>29</sup> Celina Trisiwi Kristiyanti, *Hukum Perlindungan Konsumen* (Malang: Sinar Grafika, 2008).

<sup>30</sup> Susanti Adi Nugroho, *Proses Penyelesaian Sengketa Konsumen Ditinjau Dari Hukum Acara Serta Kendala Implementasinya* (Jakarta: Prenada Media Group, 2008).



- c. Application of the principle of absolute liability, due to an unlawful act.

Product liability arises because of the demands of consumers/users of products they obtain from producers in the sense of whether the producer (manufacturer) directly, or the next chain (agent, wholesaler, shop/stall) which clearly the goods are their products, however the producer must be responsible/liable. Purwadi Patrik stated that consumer claims/lawsuits for losses against producers can be legally divided into 2, namely as follows:<sup>31</sup>

- a. Transaction loss (*transactie schade*) is a loss that arises from the sale and purchase of goods that are not as they should be due to default. For example, A buys oranges from B, B deliberately gives oranges that are already rotten so that it spreads to other oranges owned by A.
- b. Product shade is a direct or indirect loss suffered as a result of production results, which loss is included in the production risk due to unlawful acts.

Talking about responsibility/liability, it cannot be separated from its principles, because the principle of responsibility is a very important matter in consumer protection.<sup>32</sup> In general, the principles of responsibility in law can be distinguished, namely:<sup>33</sup>

- a. a. The principle of liability based on fault, which is the principle that states that a person can only be held legally responsible if there is an element of error that he/she has committed;
- b. The principle of presumption of liability, which is the principle that states that the defendant is always considered responsible until he/she can prove that he/she is not guilty, so the burden of proof is on the defendant.
- c. The principle of presumption of nonliability, which is the opposite of the principle of presumption of liability, where the defendant is always considered not responsible until proven guilty.
- d. The principle of strict liability, in this principle, fault is not determined as a determining factor, but there are exceptions that allow for exemption from liability, for example *force majeure*.
- e. The principle of liability with limitations, with this principle of liability, producers may not unilaterally determine clauses that are detrimental to consumers, including limiting their maximum liability. If there are limitations, they must be based on applicable laws.

If there is product liability, then the principle that must be applied in relation to consumer protection is strict liability. The reasons why the principle of absolute responsibility is applied in product liability are:<sup>34</sup>

<sup>31</sup> Purwahid Patrik, *Perkembangan Tanggung Gugat Resiko Dalam Perbuatan Melawan Hukum* (Semarang: UNDIP, 1990).

<sup>32</sup> Alexey A. Shlikhter, "Business strategies of companies in the context of sustainable development," *World Economy and International Relations* 64, no. 4 (2020), <https://doi.org/10.20542/0131-2227-2020-64-4-37-44>; Valensia dan Tulus Sartono, "Product Standardization through SNI as A Form of Consumer Protection in Indonesia," *Legality: Jurnal Ilmiah Hukum* 28, no. 1 (2020), <https://doi.org/10.22219/ljih.v28i1.10953>; Ratna Sofiana, Satria Utama, dan Abdur Rohim, "The Problems of Halal Certification Regarding Consumer Protection in Malaysia and Indonesia," *Journal of Human Rights, Culture and Legal System* 1, no. 3 (2021), <https://doi.org/10.53955/jhcls.v1i3.16>.

<sup>33</sup> Shidarta, *Hukum Perlindungan Konsumen*.

<sup>34</sup> Nugoroho, *Proses Penyelesaian Sengketa Konsumen Ditinjau Dari Hukum Acara Serta Kendala Implementasinya*.

- a. Between the victim/consumer on the one hand and the producer on the other hand, the risk of loss should be borne by the party producing defective/dangerous goods on the market.
- b. By distributing goods on the market, the producer guarantees that the goods are safe and suitable for use, and if proven not to be so, he must be responsible.
- c. The application of absolute responsibility is intended to eliminate the process of successive and lengthy prosecutions.

Regarding the existence of strict liability in product liability, according to Howel A. Rate, et al., they explain that:<sup>35</sup>

“... in recognition in such deficiencies, the court have increasingly adopted the theory of strick liability by wich manufactories and seller are held liable, irrespective of fault. Under this theory, a showing of negligence or intent to guarantee is not required, privity of contract is not necessary for recovery, disclaimers cannot bar recovery, and notifying the seller of the defect within a reasonable time is also not required. A purchaser who is injured by a product has a cause of action simply by showing:

- a. That the product was defective.
- b. That the defect was the proximate cause of injure, and
- c. That the defect caused the product to be unreason ably dangerous”.

From the opinion above, it can be seen that in strict liability, the element of error is not something essential and is a requirement for the emergence of compensation. Compensation in strict liability arises because of the loss suffered by the consumer caused by the product of the producer/manufacturer.<sup>36</sup> According to the doctrine of product liability, the Defendant (manufacturer/manufacturer) is considered guilty (presumption of quality), unless he can prove that he did not commit negligence/error. If he fails to prove his non-negligence, then he must bear the risk of loss experienced by other parties due to consuming/using his product.

As a form of accountability related to defective products that harm consumers, Law No. 8/1999 stipulates three forms of sanctions, namely civil, criminal, and administrative sanctions. Civil sanctions can be imposed on business actors in the form of compensation, which includes refunds, exchange of goods of the same type, rehabilitation, and compensation. Criminal sanctions can be applied to business actors who violate the provisions of Article 62 paragraph (1) of the Law No. 8/1999, which can be in the form of a maximum imprisonment of 5 (five) years and a fine of two billion rupiah, as well as additional penalties in the form of withdrawal of goods and revocation of business licenses. Administrative sanctions can be

<sup>35</sup> Mansyur, “Tanggung Gugat Produk Makanan Yang Cacat Dalam Rangka Perlindungan Konsumen.”

<sup>36</sup> Darren Pawski, Robert Powell, dan Anna Golab, “An Analysis of Whether Privately Owned Financial Planning Practices Are Transitioning to Fully Independent Advice Providers,” *Journal of Risk and Financial Management* 15, no. 8 (2022), <https://doi.org/10.3390/jrfm15080356>; Holijah et al., “Legal Act of Force Majeure in Products Buy and Sell Transactions in Indonesia,” *Quality - Access to Success* 24, no. 195 (2023), <https://doi.org/10.47750/QAS/24.195.04>; Henny Marlyna dan Agus Sardjono, “Does the trademark protection regulation protect consumers against counterfeit products? Analyzing the theories of trademark and Indonesian trademark law,” *Pertanika Journal of Social Sciences and Humanities* 27, no. 3 (2019); Muhammad Saiful Rizal, Yuliati Yuliati, dan Siti Hamidah, “Perlindungan Hukum Atas Data Pribadi Bagi Konsumen Dalam Klausula Eksonerasi Transportasi Online,” *Legality : Jurnal Ilmiah Hukum* 27, no. 1 (2019), <https://doi.org/10.22219/jihl.v27i1.8959>.

given if business actors do not fulfill their obligations to pay for losses suffered by consumers. The process of imposing administrative sanctions can be carried out through the Consumer Dispute Resolution Agency (BPSK), with sanctions in the form of compensation and damages of two million rupiah.

With strict liability, consumers who feel disadvantaged by a manufacturer's product can take action by showing/proving, i) that the product purchased is defective, ii) that the defect can cause an accident/loss, and iii) that the defect causes or creates danger. Howel A. Rate also states that the main elements of product liability are as follows:

“One who sell any product in a defective condition unreasonably dangerous to the user or consumer or to his property is subject to liability for physical harm thereby caused to the ultimate user or consumer or to his property, if:

- 1) The seller is engaged in the business of selling such a product, and
- 2) It is expected to and does reach the user of consumer without substantial change in the condition in which it is sold”.

From the opinion above, it increasingly explains that product liability arises due to defects that can cause losses to consumers (product shade). So, the producer or manufacturer is obliged to provide compensation to consumers. One form of product defects is expired products whose usage period has expired so that they are not suitable for consumption by consumers. So, the obligation of the producer or manufacturer is to guarantee that their products circulating on the market are still suitable for consumption or are suitable for use. If there is a product that has expired, then here product liability arises which is caused by expiration. The producer's liability due to expired products is a liability that must be borne by the producer which is caused by the circulation of expired products on the market which causes losses to consumers.

### 3.2. Producer Liability Due to Expired Products

Causality theory plays an important role in establishing the relationship between a manufacturer's actions and the harm suffered by consumers due to expired products. In this context, causality can be analyzed through two main approaches: factual causality and legal causality. Factual causality focuses on the actual relationship between a manufacturer's actions such as failure to monitor a product's expiration date and the harm suffered by consumers, such as illness or injury due to consuming a product that has passed its safe limit. To prove this causality, evidence is needed to show that the product was actually expired at the time it was sold and that the consumer's harm was directly caused by the consumption of the product. Legal causality, on the other hand, emphasizes the responsibility of manufacturers to ensure that the products they market are safe and fit for consumption. Under this principle, manufacturers can be held legally liable if they fail to meet established standards, resulting in harm to consumers.

Ahmadi Miru and Sutaraman Yudo stated that in Law No. 8/1999, producer liability is caused by 3 things, namely, 1) liability for causing losses due to damage, 2) liability for causing losses due to pollution, and 3) liability for causing losses due to consumer losses.<sup>37</sup> Of the three causes of producer liability, this article will discuss liability caused by expired products.

<sup>37</sup> Ahmadi Miru dan Sutaraman Yudo, *Hukum Perlindungan Konsumen* (Jakarta: RajaGrafindo, 2004).

Expired products are products that no longer meet the requirements as a product that is suitable for consumption by consumers.<sup>38</sup> Expired products can be categorized as defective products because the value or content of the product no longer matches the product packaging. For example, in food and beverage products, expired products do not have sufficient nutritional content and even tend to endanger human health. Therefore, producers should supervise every product circulating in the market.

Consuming expired products can potentially pose serious health risks. Food and beverage products that are past their expiration date can experience changes in their chemical composition, which can lead to a decrease in quality, taste, and nutritional value. In addition, bacteria, fungi, and other pathogenic microorganisms can grow in products that are no longer suitable for consumption, increasing the risk of food poisoning. Symptoms of this poisoning can range from nausea, vomiting, diarrhea, to serious infections that require medical attention.

In addition to the risk of poisoning, consuming expired products can also affect the immune system. Food that is no longer fresh tends to contain toxic substances, such as aflatoxins produced by mold, which can damage body cells and weaken the immune system. If the immune system is weakened, the body becomes more susceptible to infections and other diseases. This is especially dangerous for individuals with already weak health conditions, such as children, the elderly, or those with chronic diseases.

Not only that, consuming expired products can contribute to long-term health problems. Harmful substances that accumulate due to consuming unfit food can cause digestive disorders, liver disease, or even cancer. Therefore, it is very important to always check the expiration date and condition of the product before consuming it. Educating yourself and the community about the dangers of consuming expired products is an important step in maintaining health and preventing various health problems in the future.

Product liability is regulated through a variety of legal frameworks, including contract law, civil law, and more specifically consumer protection law. In the context of contract law, producers and consumers are bound by an agreement that includes guarantees of the quality and safety of the product sold; if the product does not meet the promised standards, the producer can be held liable under a breach of contract. Meanwhile, civil law provides a basis for making claims for damages for losses caused by defective products, focusing on the principle of negligence and the legal duty not to harm others. On the other hand, consumer protection law provides additional protection by setting stricter standards for producers, including obligations to provide clear information about products and ensure consumer safety. As such, these three legal frameworks complement each other in defining producer liability and protecting consumer rights, creating a fairer and safer market environment.

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<sup>38</sup> M. Afif Hasbullah, "Consumer Protection Juridical Review of Expired Food Products," *INFLUENCE : International Journal of Science Review* 2, no. 3 (2020), <https://doi.org/10.54783/influence.v2i3.157>; Wiwik Sri Widiarty, "The legal analysis of consumer protection against the circulation of expired food products in Indonesia," *International Journal of Management and Business Research* 8, no. 3 (2018), <http://repository.uki.ac.id/1089/24/TheLegalAnalysisofConsumerProtection.pdf>; Kanyarat Sukhawattanakun, "Thai Consumer Perspective On Marketing Ethics Of Consumer Products," *Humanities and Social Sciences Letters* 10, no. 2 (2022), <https://doi.org/10.18488/73.v10i2.3012>.



According to M.R.L Dommering and V. Rongen as cited by M. Ali Mansyur, there are two important ways to sue for losses caused by the manufacturer's product, namely as follows:<sup>39</sup>

a. By contract: default by the seller of the goods

In this case, the consumer demands compensation from the producer on the grounds of the producer's breach of contract to the consumer (buyer). If there is a contractual relationship between the consumer and the producer, then the qualification of the lawsuit is breach of contract. The loss experienced by the consumer is none other than due to the failure to carry out the performance by the producer. Thus, if there is no contractual relationship between the consumer and the producer, then there is no (legal) responsibility of the producer to the consumer. In legal science, this is what is called the doctrine of privity of contract. This doctrine contains the principle of "no contractual relationship, no responsibility" (No privity-no liability principle).

As with hidden defects as regulated in Article 1504 of the Civil Code, if the seller delivers goods that contain hidden defects, namely goods that cannot be used properly by the buyer or reduce the use of the goods. In addition to Article 1504 of the Civil Code, a lawsuit due to breach of contract can also occur due to a mistake/error regarding the nature of an object as stipulated in Article 1322 of the Civil Code if:

- 1) The buyer has a wrong idea about the properties of the object at the time of purchase.
- 2) The opposing party must or should have known that.
- 3) And can be forgiven

Article 1474 of the Civil Code determines the seller's obligations, including to deliver the goods and be responsible for hidden defects. Based on the manufacturer/seller's default due to not delivering the goods as they should or delivering goods that contain hidden defects, the use of the legal basis for product liability based on contractual (default) is very easy and most likely to claim compensation from the manufacturer/seller. Article 1507 of the Civil Code determines that the buyer can return the goods to the seller and reclaim the purchase price or he can still own the goods and claim their return.

b. Through unlawful acts committed by the manufacturer

To sue a producer based on unlawful acts based on Article 1365 and Article 1367 paragraph (1) of the Civil Code. In this case, the consumer must be able to prove that the production error is on the part of the producer or his subordinates. Article 1365 of the Civil Code states that "Every unlawful act, which causes loss to another person, requires the person whose fault causes the loss to compensate for the loss." To be said to be an Unlawful Act based on Article 1365 of the Civil Code, an act must fulfill the following elements:

- 1) There is an unlawful act;
- 2) There is an element of error;
- 3) There is a loss;
- 4) There is a causal relationship that shows that the loss was caused by someone's mistake.

There is an element of breaking the law where an unlawful act fulfills the following elements:

<sup>39</sup> Mansyur, "Tanggung Gugat Produk Makanan Yang Cacat Dalam Rangka Perlindungan Konsumen."

- 1) Contrary to the rights of others;
- 2) Contrary to one's legal obligations;
- 3) Contrary to morality;
- 4) Contrary to the requirements that must be observed in social interactions regarding other people or objects.

Through the provisions of Article 1365 of the Civil Code above, consumers are faced with a heavy burden of proof, because they must prove all four elements. This is felt to be unfair to consumers based on several considerations. First, in terms of socio-economic status, consumers are weak compared to producers, although in the eyes of the law all have the same position. The second consideration, the principle of the equality of the producer's position with the consumer, does not automatically bring the consequence that the consumer must prove all elements of the unlawful act.

To provide legal protection for consumers, Act No. 8/1999 uses a new approach, namely the regulation of product liability using the principle of strict liability. This is regulated in Article 19 which reads as follows:

- (1) Business actors are responsible for providing compensation for damage, pollution and/or consumer losses resulting from consuming goods and/or services produced or traded.
- (2) Compensation as referred to in paragraph (1) may be in the form of a refund or replacement of goods and/or services of the same type or equivalent value, or health care and/or the provision of benefits under the provisions of applicable laws and regulations.
- (3) Compensation is provided within 7 (seven) days after the transaction date.
- (4) Compensation as referred to in paragraph (1) and paragraph (2) does not eliminate the possibility of criminal charges based on further evidence regarding the existence of an element of error.
- (5) The provisions as referred to in paragraph (1) and paragraph (2) do not apply if the business actor can prove that the error is the consumer's fault.

Based on the provisions of Article 19 of Act No. 8/1999 above, producers are liable to provide compensation to consumers due to damage, pollution and/or losses due to consuming goods and/or services produced by the producer. The producer's liability uses the principle of strict liability so that the obligation to provide compensation does not require proof of the producer's fault first. Therefore, Article 19 of Act No. 8/1999 adopts the doctrine of presumption of guilty, unless the producer is able to prove that the loss suffered by the consumer was due to an error made by the consumer (vide Article 19 paragraph (5)). If the producer fails to prove that the loss was caused by the consumer's fault, then the producer must bear the risk of the loss experienced by the consumer due to consuming/using its products. The provisions of Article 19 of Act No. 8/1999 are in principle different from the lawsuit for unlawful acts regulated in Article 1365 of the Civil Code which uses the principle of liability based on fault.

Article 19 of Law No. 8 of 1999 provides different provisions from the lawsuit for unlawful acts regulated in Article 1365 of the Civil Code, especially in terms of the principle of responsibility. In the context of civil law, Article 1365 of the Civil Code regulates

responsibility based on fault, where the party filing the lawsuit must prove that the defendant has made a mistake that caused the loss. Thus, in a lawsuit for unlawful acts, the main emphasis is on the element of fault committed by the perpetrator, which is the basis for requesting compensation.

In contrast, Article 19 of Law No. 8/1999 prioritizes consumer protection without having to prove any fault on the part of the business actor. This provision emphasizes that business actors are responsible for losses experienced by consumers due to products or services that do not meet safety, quality, or adequate information standards. In other words, the responsibility of business actors is objective, meaning that they must be responsible for the losses incurred, regardless of whether or not there is a fault. This reflects a more pro-consumer approach, where consumers are protected from risks that may arise due to the actions or negligence of business actors.

This difference is also seen in the evidentiary mechanism. In a lawsuit based on Article 1365 of the Civil Code, the plaintiff must present sufficient evidence to show that there was a fault on the part of the defendant. On the other hand, in the context of Article 19 of Law No. 8/1999, the burden of proof shifts to the business actor. They must prove that the products or services provided have met the established standards and have not caused any losses. This provides additional protection for consumers, as they do not have to face the difficulty of proving the fault of the business actor.

In addition, the more objective approach in Article 19 of Law No. 8/1999 also reflects the broader legislative objective of protecting consumer interests. With this provision, consumers are expected to feel safer and more protected when using products or services. This provision also serves as an incentive for business actors to be more responsible in the production and provision of goods and services, because they must ensure that what they offer will not harm consumers. Therefore, the existence of Article 19 of Law No. 8/1999 is very important in the context of consumer protection in Indonesia.

In practice, the differences between Article 19 of Law No. 8/1999 and Article 1365 of the Civil Code create a unique dynamic in the enforcement of consumer protection law. Consumers who feel aggrieved can file a claim based on the Consumer Protection Law without having to get caught up in a complicated process of proving errors. This has the potential to increase public awareness of their rights as consumers and encourage business actors to pay more attention to the quality of the products and services they offer. Thus, Article 19 of Law No. 8/1999 not only provides legal protection, but also contributes to the formation of a culture of responsibility among business actors.

The producer's liability for expired products remains attached even if the producer sells goods and/or services to other business actors. This is stipulated in Article 27 paragraph (1) of Act No. 8/1999, but with the condition that (a) Other business actors sell to consumers without making any changes to the goods and/or services; or (b) Other business actors, in the sale and purchase transaction, are not aware of any changes to the goods and/or services made by the business actor or are not in accordance with the sample, quality, and composition. As long as one of these two conditions is not met, the producer remains liable. Although using the principle of strict liability, Act No. 8/1999 also provides several exceptions, so that if these

conditions are met, the producer is not required to pay compensation. This is regulated in Article 27 of Act No. 8/1999 which reads:

“Business actors who produce goods are exempted from responsibility for losses suffered by consumers if:

- a. the goods are proven not to have been distributed or were not intended for distribution;
- b. the defect in the goods arose at a later date;
- c. the defect arose as a result of compliance with the provisions regarding the qualification of the goods;
- d. negligence caused by the consumer e. the expiration of the claim period of 4 (four) years since the goods were purchased or the expiration of the agreed period”.

Apart from that, exceptions are also regulated in Article 24 paragraph (2) of Act No. 8/1999 which reads “Business actors as referred to in paragraph (1) are exempted from responsibility for claims for compensation and/or consumer lawsuits if other business actors who purchase goods and/or services resell them to consumers by making changes to the goods and/or services”.

If the manufacturer does not provide compensation for the losses suffered by the consumer, the consumer can file a lawsuit with the Court or BPSK. Article 23 of Act No. 8/1999 states "Business actors who refuse and/or do not fulfill compensation for consumer demands as referred to in Article 19 paragraph (1), paragraph (2), paragraph (3), and paragraph (4), can be sued through the Consumer Dispute Resolution Agency or file a lawsuit with the judicial body at the consumer's domicile." In the lawsuit process, consumers are given legal protection in the form of convenience for consumers in providing evidence. This is regulated in Article 28 of Law No. 8/1999 which reads as follows: "Proof of the existence or absence of errors in claims for compensation as referred to in Article 19, Article 22, and Article 23 is the burden and responsibility of business actors". This article uses the principle of shifting on the burden of proof, where the burden of proof in a lawsuit due to expired products is borne by the business actor as the defendant. This means that the principle used in Article 28 of Law No. 8/1999 differs from the principle used in Article 1865 of the Civil Code which uses the principle of *actori incumbit probatio* (whoever alleges must prove it).

The principle of *actori incumbit probatio* is a legal principle that states that the burden of proof lies with the party filing the claim or lawsuit. This concept has deep roots in legal history, particularly in the Roman legal tradition that has influenced many legal systems around the world. At that time, the legal system already stipulated that a party claiming to have a certain right or interest must be able to prove that claim. As such, this principle has become a fundamental part of the judicial process, creating clarity about who is responsible for presenting evidence in a case.

Over time, the principle of *actori incumbit probatio* was adopted and applied in various modern legal systems, including civil law and criminal law. In the context of civil law, this principle is very important in disputes between individuals or entities, where the plaintiff must be able to show sufficient evidence to support their claim. For example, in the case of a contract dispute, the party claiming breach of contract must prove that the breach occurred



and caused them harm. This creates fairness in the legal process, as neither party is required to prove something without a clear claim.

In the criminal law system, this principle also plays an important role, albeit with some adjustments. In the criminal context, the burden of proof generally lies with the prosecutor, who must prove the guilt of the accused beyond a reasonable doubt. However, the principle of *actori incumbit probatio* remains relevant, as the accused has the right to defend himself and can present evidence or arguments that refute the prosecutor's claims. This shows that although the burden of proof lies with the plaintiff, there is a necessary balance in the judicial process to protect the rights of all parties involved.

The development of this principle is also seen in the context of international law and human rights. Many international conventions, such as the Convention on Civil and Political Rights, emphasize the importance of the principle of fair evidence as part of the protection of individual rights. In this case, the principle of *actori incumbit probatio* serves to ensure that individuals are not forced to prove their innocence, but rather that the accuser must prove guilt. This creates a more just and equitable legal environment, where individuals are protected from possible abuse of power.

Today, challenges to the principle of *actori incumbit probatio* arise along with technological developments and social changes. In the digital era, many cases involve electronic evidence and digital data, where proof can become more complex. This requires the legal system to adapt and develop more effective and relevant methods of proof in the modern context. Nevertheless, the basic principle that the burden of proof lies with the party filing the claim remains an important foundation in a fair legal system, ensuring that justice is upheld and that all parties have an equal opportunity in the judicial process.

#### 4. Conclusions

Based on Article 19 of Act No. 8/1999, producers are liable to provide compensation for any losses suffered by consumers due to defective products, including expired products. The producer's liability uses the principle of strict liability so that producers are obliged to provide compensation to consumers who are harmed without first proving their fault. This obligation. Article 19 of Act No. 8/1999 adheres to the doctrine of presumption of guilty, unless the producer is able to prove that the loss suffered by the consumer is due to an error made by the consumer. If the producer does not pay compensation, the consumer can file a lawsuit with the court or Consumer Dispute Resolution Agency. To strengthen legal protection for consumers, Article 27 of Act No. 8/1999 also stipulates that the burden of proof is borne by the producer.

#### 5. References

- Anjaya, Muhammad Patra, Ria Delta, dan Tian Terina. "Perlindungan Hukum Terhadap Konsumen Akibat Mengkonsumsi Produk Pangan Yang Tidak Sehat Aman Dan Halal." *Viva Themis: Jurnal Ilmu Hukum* 2, no. 1 (2020). <https://doi.org/10.24967/vt.v2i1.771>.
- Black, Hanry Campbell. *Black's Law Dictionary*. ST. Paul, Minn: West Publishing, Co, 2009.
- Brotosusilo, Agus. "Hak-Hak Produsen dalam Hukum Perlindungan Konsumen." *Jurnal Hukum & Pembangunan* 22, no. 5 (7 Juni 2017): 423. <https://doi.org/10.21143/jhp.vol22.no5.1011>.
- Bu'ulolo, Finulius, Karisman Jaya Ndruru, dan Jaminuddin Marbun. "Perlindungan Hukum Terhadap Konsumen Terkait Penjualan Makanan Dan Minuman Dalam Kemasan

- Kadaluarsa." *JURNAL RECTUM: Tinjauan Yuridis Penanganan Tindak Pidana* 5, no. 1 (2022). <https://doi.org/10.46930/jurnalrectum.v5i1.2592>.
- Hasbullah, M. Afif. "Consumer Protection Juridical Review of Expired Food Products." *INFLUENCE: International Journal of Science Review* 2, no. 3 (2020). <https://doi.org/10.54783/influence.v2i3.157>.
- Holijah, M. Rizal, Arne Huzaimah, dan Yazwardi. "Legal Act of Force Majeure in Products Buy and Sell Transactions in Indonesia." *Quality - Access to Success* 24, no. 195 (2023). <https://doi.org/10.47750/QAS/24.195.04>.
- I Putu Gede Wiramahendra, I Nyoman Budiarta, dan Ni Komang Arini Styawati. "Pelaksanaan Perlindungan Hukum Bagi Konsumen terhadap Peredaran Makanan yang Telah Kedaluwarsa di Pasar Kreneng Denpasar." *Jurnal Konstruksi Hukum* 3, no. 1 (2022). <https://doi.org/10.22225/jkh.3.1.4448.201-206>.
- Irwansyah, dan Ahmad Yunus. *Penelitian Hukum: Pilihan Metode & Praktik Penulisan Artikel*. Yogyakarta: Mirra Buana Media, 2020.
- Jaang, Syaharie. "Analisis Perlindungan Hukum Terhadap Konsumen Berdasarkan Prinsip Keadilan." *Jurnal Hukum dan HAM Wara Sains* 2, no. 05 (2023). <https://doi.org/10.58812/jhhws.v2i05.303>.
- Karamoy, Ribka Anasthasia Eva. "Perlindungan Konsumen Terhadap Peredaran Makanan Kedaluwarsa Di Kota Manado." *LEX ET SOCIETATIS* 8, no. 3 (2020). <https://doi.org/10.35796/les.v8i3.29501>.
- Kristiyanti, Celina Trisiwi. *Hukum Perlindungan Konsumen*. Malang: Sinar Grafika, 2008.
- Mansyur, M. Ali. "Tanggung Gugat Produk Makanan Yang Cacat Dalam Rangka Perlindungan Konsumen." Universitas Diponegoro, 2000.
- Marlyna, Henny, dan Agus Sardjono. "Does The Trademark Protection Regulation Protect Consumers Against Counterfeit Products? Analyzing the Theories of Trademark and Indonesian Trademark Law." *Pertanika Journal of Social Sciences and Humanities* 27, no. 3 (2019).
- Marzuki, Peter Mahmud. *Penelitian Hukum*. Jakarta: Kencana, 2021.
- Miru, Ahmadi, dan Sutarman Yudo. *Hukum Perlindungan Konsumen*. Jakarta: RajaGrafindo, 2004.
- Muktamar, Nining. *Berperkara Secara Mudah, Murah, Cepat; Pengenalan Mekanisme Alternatif Penyelesaian Sengketa Konsumen*. Jakarta: Pustaka Sinar, 2005.
- Nasution, AZ. *Hukum Perlindungan Konsumen*. Jakarta: Pustaka Sinar, 1995.
- Nola, Selvia, Suci Zalsabilah Basri, dan Sylvi Nur Hafiza. "Legal Protection for Customer of Bankrupt Rural Bank (BPR) in Indonesia." *Jurnal Hukum Bisnis Bonum Commune* 4, no. 1 (22 Februari 2021). <https://doi.org/10.30996/jhbbs.v4i1.4485>.
- Nugoroho, Susanti Adi. *Proses Penyelesaian Sengketa Konsumen Ditinjau Dari Hukum Acara Serta Kendala Implementasinya*. Jakarta: Prenada Media Group, 2008.
- Pangestu, Rafli Andi, dan Innocent Muramuzi. "Legal Legal Protection for Apartment/Condominium Consumers Post Supreme Court Circular Number 3 of 2023." *Jurnal Hukum Bisnis Bonum Commune* 8, no. 1 (2025). <https://doi.org/https://doi.org/10.30996/jhbbs.v8i1.12211>.
- Patrik, Purwahid. *Perkembangan Tanggung Gugat Resiko Dalam Perbuatan Melawan Hukum*. Semarang: UNDIP, 1990.
- Pawski, Darren, Robert Powell, dan Anna Golab. "An Analysis of Whether Privately Owned Financial Planning Practices Are Transitioning to Fully Independent Advice Providers." *Journal of Risk and Financial Management* 15, no. 8 (2022). <https://doi.org/10.3390/jrfm15080356>.
- Purwandi, Agustri. "Perlindungan Hukum Untuk Menjaga Standarisasi Minuman Kemasan

- Yang Diperjualbelikan Menurut Hukum Positif Indonesia." *Makro : Jurnal Manajemen Dan Kewirausahaan* 6, no. 2 (2021). <https://doi.org/10.53712/jmm.v6i2.1262>.
- Putri, Nyoman Rizkyta, dan Ketut Sukranatha. "Tanggung Jawab Pelaku Usaha Terhadap Konsumen Terkait Produk Makanan Kemasan Yang Sudah Kadaluarsa." *Tanggung Jawab Pelaku Usaha Terhadap Konsumen Terkait Produk Makanan Kemasan Yang Sudah Kadaluarsa*, 2021. <https://ojs.unud.ac.id/index.php/kerthasemaya/article/view/40853>.
- Rahwindi Pangestu Nugroho Putri, Sri Wahyuni, dan Rabiah Al Adawiah. "Perlindungan Hukum Terhadap Hak-Hak Konsumen Yang Membeli Produk Makanan Kadaluarsa." *Jurnal Hukum Sasana* 8, no. 2 (2022). <https://doi.org/10.31599/sasana.v8i2.1652>.
- Rajagukguk, Erman. *Hukum Perlindungan Konsumen*. Bandung: Mandar Maju, 2000.
- Riqiey, Baharuddin. "Government Liability Towards the Amount of Savings by Public Housing Savings Participants." *Alauddin Law Development Journal* 7, no. 1 (2025). <https://doi.org/https://doi.org/10.24252/aldev.v7i1.53687>.
- Rizal, Muhammad Saiful, Yuliati Yuliati, dan Siti Hamidah. "Perlindungan Hukum Atas Data Pribadi Bagi Konsumen Dalam Klausula Eksonerasi Transportasi Online." *Legality : Jurnal Ilmiah Hukum* 27, no. 1 (2019). <https://doi.org/10.22219/jihl.v27i1.8959>.
- Sakti, Muthia, dan Dwi Aryanti Ramadhani. "Halal Certification of Micro and Small Enterprises' Food Products for Consumer Protection." *Amsir Law Journal* 5, no. 1 (2023). <https://doi.org/10.36746/alj.v5i1.296>.
- Schut. *Produktenaansprakelijkheid*. Zwolle: Tjeenk Willink, 1974.
- Sembiring, Ruth Gladys, dan I Made Dedy Priyanto. "Perlindungan Hukum Terhadap Konsumen Yang Membeli Produk Makanan Dan Minuman Kadaluarsa." *Kertha Semaya : Journal Ilmu Hukum* 7, no. 6 (2019). <https://doi.org/10.24843/km.2019.v07.i06.p10>.
- Shidarta. *Hukum Perlindungan Konsumen*. Jakarta: Grasindo, 2000.
- Shlikhter, Alexey A. "Business strategies of companies in the context of sustainable development." *World Economy and International Relations* 64, no. 4 (2020). <https://doi.org/10.20542/0131-2227-2020-64-4-37-44>.
- Soeriaatmadja, Keni. "Consumer Tribe dan Industri Gaya Hidup di Bandung, Indonesia." *Jurnal Keamanan Nasional* 3, no. 1 (2017). <https://doi.org/10.31599/jkn.v3i1.20>.
- Sofiana, Ratna, Satria Utama, dan Abdur Rohim. "The Problems of Halal Certification Regarding Consumer Protection in Malaysia and Indonesia." *Journal of Human Rights, Culture and Legal System* 1, no. 3 (2021). <https://doi.org/10.53955/jhcls.v1i3.16>.
- Sukhawattanakun, Kanyarat. "Thai Consumer Perspective On Marketing Ethics Of Consumer Products." *Humanities and Social Sciences Letters* 10, no. 2 (2022). <https://doi.org/10.18488/73.v10i2.3012>.
- Susantri, Yulia. "Perlindungan Terhadap Hak-Hak Konsumen Dalam Perspektif Hak Asasi Manusia." *CONSTITUO : Journal of State and Political Law Research* 1, no. 1 (8 Juli 2022). <https://doi.org/10.47498/constituo.v1i1.1210>.
- Syawali, Husni. *Hukum Perlindungan Konsumen*. Bandung: Mandar Maju, 2007.
- Upadhyay, Karmanya. "A critical study of product liability and analysis with special reference to India." *International Journal of Engineering in Computer Science* 4, no. 2 (2022). <https://doi.org/10.33545/26633582.2022.v4.i2a.77>.
- Valensia, dan Tulus Sartono. "Product Standardization through SNI as A Form of Consumer Protection in Indonesia." *Legality: Jurnal Ilmiah Hukum* 28, no. 1 (2020). <https://doi.org/10.22219/ljih.v28i1.10953>.
- Wahyudi, Humaira Safira, Deasy Soeikromo, dan Sarah D.L Roeroe. "Kewajiban Korporasi Terhadap Keterbukaan Informasi Perusahaan Bagi Perlindungan Konsumen di Indonesia." *Lex Privatum* IX, no. 3 (2021). <https://ejournal.unsrat.ac.id/index.php/lexprivatum/article/view/33248>.

- Widiarty, Wiwik Sri. "The legal analysis of consumer protection against the circulation of expired food products in Indonesia." *International Journal of Management and Business Research* 8, no. 3 (2018). <http://repository.uki.ac.id/1089/24/TheLegalAnalysisofConsumerProtection.pdf>.
- Widjaya, Gunawan, dan Ahmad Yani. *Hukum Tentang Perlindungan Konsumen*. Jakarta: Gramedia, 2001.
- Winarto, Ahmad Adi. "Tanggung Jawab Developer Sebagai Upaya Perlindungan Konsumen Dalam Bidang Perumahan di Kabupaten Pati." Universitas Diponegoro, 2008.