

Legal Study of Consumer Legal Protection Against the Practice of Importing and Buying Used Clothing (Thrift) from a Criminal Law Perspective

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Abstract. *Clothing is a basic human need, requiring clothing to cover and protect oneself in every activity. In today's globalized world, people are increasingly drawn to imported second hand clothing, particularly among the middle class. The purpose of this study is to examine the legal prohibition of imported second hand clothing, but in practice, it continues to operate freely. Furthermore, these businesses fail to communicate honestly about the condition of the goods they sell. Some even resort to deception and exploit consumer weaknesses. This practice contradicts the principle of legal certainty and consumer protection theory. This research employs a normative juridical approach and employs descriptive analytical research. The author concludes that manufacturers or business actors are responsible for ensuring that the products or services they produce or provide comply with the terms and conditions stipulated in the Consumer Protection Law. Thrift clothing is highly sought after by Indonesians, as it is perceived to be of comparable quality to new clothing while remaining affordable. This is one factor contributing to the high number of thrift clothing imports in Indonesia.*

Keywords: *Buying; Consumer; Legal; Protection; Studies.*

1. Introduction

Trade is an activity inherent in social life, both ancient and modern. According to Article 1, Number 1 of Law Number 7 of 2014 concerning Trade, trade is closely related to human activities to meet the necessities of life. One way humans strive to meet these needs is through trade.

Throughout life, humans require various needs, including primary, secondary, and tertiary needs. Primary needs are basic or absolute necessities; if they are not met,

humans will experience difficulties in fulfilling their needs. One of the primary human needs that must be met is clothing.

Second hand clothing is clothing that has been worn or worn before. Nowadays, imported second hand clothing is often found for sale in both traditional and modern markets. The second hand clothing trade is currently booming.

Consumer protection is an inseparable part of healthy trade activities, healthy trade activities have a balance of legal protection between business actors and consumer protection, the absence of balanced protection causes consumers to be in a weak position, especially if the products produced by business actors are limited types of products, business actors can abuse their position, this will of course be detrimental to consumers. The losses experienced by consumers can arise as a result of the existence of a legal relationship between business actors and consumers or as a result of unlawful acts committed by business actors.¹

In addition to the provisions regarding the obligation to prohibit the production of used goods as regulated in Articles 7 and 8 of the Consumer Protection Law, provisions that regulate the same thing are also contained in the Regulation of the Minister of Trade of the Republic of Indonesia Number 51/M-DAG/PER/7/2015 concerning the prohibition on the Import of Used Clothing. This regulation prohibits the import of used clothing into the region as referred to in Article 2 which states that Used Clothing is prohibited from being imported into the region. Unitary State of the Republic of Indonesia. This is in accordance with the provisions of Article 47 of Law No. 7 of 2014 concerning Trade, paragraph (1) which states that in principle goods must be imported in new condition based on proposals or technical considerations from other government agencies. Furthermore, paragraphs (2) and (4) exclude the provisions in paragraph (1) by stating that the Ministry of Trade is authorized to determine goods that can be imported in a non-new condition through the issuance of a Ministerial Regulation.²

Beyond the economic aspect, imported secondhand clothing also poses health risks. Imported secondhand clothing carries the risk of microbial and chemical contaminants, which can cause skin problems such as scabies and irritation. Regulations also restrict imports based on public health arguments, but in practice, much secondhand clothing still makes its way into online markets without quality monitoring. This demonstrates that regulations should not only be economic in nature but also encompass comprehensive consumer protection.³

¹Ahmad Miru, 2023, Legal Protection for Consumers in Indonesia, PT. Rajal Grafindo Persada. Jakarta,

²Didit Akhdiat Suryo, Trade in used clothing from abroad: a legal review, (<http://jdih.kemendag.go.id/files/pdf>),

³Saputro, MSA, Santoso, APA, Wardoyo, NP, Sofiyana, N., & Ramadhani, SPD (2022). The impact of thrifting sales in Indonesia. *Perkara: Journal of Law and Political Science*.

This research aims to determine what form of legal protection is provided for consumers in the sale and purchase of imported used clothing and what criminal sanctions are imposed on used clothing business actors as regulated in the consumer protection law.

2. Research methods

A research method is the primary method a researcher uses to achieve a goal. This method is used after the researcher has considered its feasibility in light of the objectives of the research situation.⁴The type of research used by the author is normative or juridical-normative research. This normative research is conducted by examining library materials and secondary data. The data analysis method chosen by the author is a qualitative approach to primary and secondary data. Qualitative research methods produce descriptive data, either written or verbal, from observed people and behavior.

3. Results and Discussion

3.1. Forms of Legal Protection for Consumers in the Sale and Purchase of Used Clothing

Secondhand clothing is clothing, trousers, or human body coverings that were previously worn by others and reused by the owner of the clothing. Clothing is one of the primary needs that must be met, but along with the progress of the times, clothing is not only covering the body, but is also used by many people as a lifestyle to show us, can be categorized as a tertiary need. Identity for the social environment. Clothing allows a person to display status, position, power, gender, and even gender over time.⁵.

Secondhand clothing has economic value and is often used by certain parties for resale. The growing demand for and awareness of fashion has made secondhand clothing highly sought after by consumers. Many people wear secondhand clothing because they need to be combined with other clothing and used in their daily lives.

Imported secondhand clothing is clothing worn by individuals to cover part of their bodies upon arrival from abroad or outside the territory of the Republic of Indonesia. Imported secondhand clothing is clothing that has been consumed or worn after one or more uses, and its condition is unclear.

Business owners typically purchase imported used clothing in bales. Each bale contains approximately 300 items of various brands and styles, which they resell

⁴Winarno Surakhmad, (Ed.), *Introduction to Scientific Research: Basics, Methods and Techniques*. Tarsito, Bandung, 1990,

⁵Astuti Purnamawati and Sri Fatmawati, *Basics of Export Import*, UPP STIM YKPN, Yogyakarta

to consumers to generate a profit. Imported used clothing typically originates from Japan, Malaysia, South Korea, Singapore, and Europe.

National development is a form of holistic human development. It emphasizes that everyone has the right to prosperity and justice. To achieve this goal, Indonesia faces an increasingly open business economy, necessitating strong competitiveness. On the one hand, consumer protection issues are increasing due to the ongoing dynamics of developments in the economic sector.⁶

Consumer protection is any effort to ensure legal certainty to protect consumers. This is regulated in Article 1 number 1 of the Consumer Protection Law. When a legal relationship between a seller and a buyer is only conducted verbally regarding the price of the goods and the type of goods to be sold, there is no written agreement between the parties, so that consumer rights are violated by the seller.⁷

Consumers who buy used clothing in Pekanbaru City are generally middle-class people with various occupations. They consider these clothes branded, affordable, and of comparable quality to new ones. Consumer protection is seen as increasingly important, both substantively and formally, given that increasingly advanced science and technology are driving the productivity and efficiency of producers of goods and services to achieve commercial goals. Consumers, however, feel the impact both directly and indirectly. Therefore, adequate protection of consumer interests is crucial and urgent, particularly in Indonesia.

Consumers who buy used clothing in Pekanbaru City are generally numerous. In general, consumers often complain about violations of consumer rights with the following problems: (1) Complaints about late delivery of goods; (2) Goods sent are often different from those ordered; (3) poor quality of goods; (4) poor service of goods/services; (5) Processing of goods/services offered in different ways.

From all of the above, consumers know that the clothing is secondhand. Therefore, merchants provide consumers with the opportunity to choose freely, carefully, and thoroughly. This ensures that consumers are not disappointed with the quality of the goods or services they purchase. However, many people are unaware of this fact due to a lack of adequate information about their rights as consumers.

Kodim Market is a market selling used clothing in Pekanbaru. Consumers have the right to clarity regarding the quality, quantity, and fair price of the goods they purchase. This situation creates an imbalance between businesses and consumers, weakening the latter's position.

⁶Erman Rajagukguk, et al., *Consumer Protection Law*, Mandar Maju, Bandung

⁷Gunawan Widjaja, *Law on Consumer Protection*, Gramedia Pustaka Utama, Jakarta

There are many factors that make consumers unaware that there are many things that they lose when making transactions in buying and selling, including:⁸:

- 1) Consumers become the object of business activities from which to reap maximum profits.
- 2) Low consumer awareness of health is caused by low consumer education.

Therefore, Law No. 8 of 1999 on Consumer Protection Law 8 aims to be a strong legal basis for the government and consumer protection institutions to empower consumers by encouraging and protecting all buying and selling activities that are detrimental to consumers.

The existence of consumer protection laws doesn't have to kill businesses. Consumer Protection Laws can indeed foster a healthy business environment and encourage the emergence of entrepreneurs who can survive today's competition by offering quality goods and services and acting in accordance with applicable laws and regulations.

State consumer protection is based on several principles and objectives that should guide its practical implementation. With clear principles and objectives, consumer protection laws have a very strong foundation.

Based on Article 2 of the Consumer Protection Law, there are five principles of consumer protection.

- a. Principle of Benefit The purpose of this principle is to mandate that all efforts in implementing consumer protection must provide the greatest possible benefit for the interests of consumers and business actors as a whole.
- b. Principle of Justice This principle is intended so that the participation of all people can be realized to the maximum and provide opportunities for consumers and business actors to obtain their rights and carry out their obligations fairly.
- c. Principle of Balance This principle is intended to provide a balance between the interests of consumers, business actors, and the government in a material or spiritual sense.
- d. Principle of Consumer Safety and Security The aim of this principle is to guarantee consumer safety in the use, utilization and use of goods/services consumed or used.
- e. Principle of Legal Certainty This principle aims to ensure that entrepreneurs and consumers are equally legitimate and fair in implementing consumer protection and the state guarantees legal certainty.

⁸Az. Nasution, *Consumer Protection Law: An Introduction*, Daya Wirya, Jakarta

Based on Article 3 of the Consumer Protection Law No. 8 in 1999, the objectives of consumer protection are: (1) increasing consumer awareness, ability and independence to protect themselves; (2) strengthening the dignity and honor of consumers by keeping them away from the negative possibilities of using goods and/or services; (3) strengthening the power of consumers to choose, define and demand their rights as consumers; (4) Creating consumer protection that includes elements of legal certainty and openness of information and access to information; (5) making economic actors aware of the importance of consumer protection to foster an honest and responsible attitude in business; (6) Improving the quality of goods and/or services that guarantee the continuity of production of goods and/or services as well as the health, comfort and safety of consumers.

Consumer protection is always carried out jointly by close circles, the community, business actors and the government, based on the 5 (five) essential principles of national development, namely the development of the Indonesian people as a whole based on the philosophy of the Unitary State of the Republic of Indonesia.⁹.

3.2. Effectiveness of the Consumer Protection Law in Providing Protection to Consumers Who Purchase Prohibited Imported Thrifting Products

Economic and fashion developments are booming in today's era of technological advancement. Numerous business ideas can be pursued to meet people's fashion preferences. One trending business idea is selling secondhand or thrift clothing. Thrift clothing is used clothing that is resold at a lower price.¹⁰.

Buying thrift clothing is very popular these days. Thrift clothing is often imported brand names, often sold at a lower price. This is one reason why thrift clothing is so popular. Besides saving money on clothing, people who buy thrift clothing also believe that buying used clothing reduces waste and extends the lifespan of the garments.

Besides its advantages, thrift clothing certainly has its drawbacks, especially imported clothing. Clothing shipped from overseas of unknown origin can potentially pose dangerous risks to skin health. According to the National Library of Medicine, wearing imported secondhand clothing can increase the risk of several microbial infections, including bacterial, fungal, parasitic, and viral infections. If used clothing is not washed properly, it can cause skin conditions such as scabies and dermatitis.

To protect consumers in purchasing used clothing, the government issued Law Number 8 of 1999 concerning Consumer Protection to guarantee consumer rights, as stated in article 4. Regarding the sale and purchase of used clothing, article 4

⁹Ahmadi Miru and Sutarman Yodo. Consumer Protection Law, Rajawali Pers, Jakarta,

¹⁰Laura Aulia Rosaline 1, 2025 Legal Protection for Consumers in Purchasing Imported Thrifting Products in Indonesia

letters a and c of the Consumer Protection Law explain that consumer rights are the right to comfort, security, and safety in consuming goods and/or services, and the right to correct, clear, and honest information regarding the condition and guarantee of goods and/or services. Consumers who buy imported used clothing have the right to security and safety in wearing the clothing. Business actors must guarantee consumers' rights to security and safety from risks that threaten skin health, and provide clear and honest information regarding the condition of the clothing being sold, such as whether it has defects or not.

The prohibited acts for business actors are explained in Article 8 paragraph (2) which explains that business actors are prohibited from trading damaged, defective or used goods, and contaminated goods without providing complete and correct information about the goods in question. This article at first glance provides a loophole that business actors may trade used clothing, but must provide complete and correct information about the goods in question. However, in the explanation of Article 8 it explains that the goods in question are goods that do not endanger consumers and are in accordance with applicable laws and regulations. Imported used clothes that have the potential to endanger skin health can be categorized as goods that endanger consumers, therefore imported used clothes are prohibited from being bought and sold.

In addition to protecting the health of consumers in wearing used clothing, the government issued regulations on the prohibition of imports of used clothing to protect the domestic textile industry, through the Regulation of the Minister of Trade Number 40 of 2022 concerning Amendments to the Regulation of the Minister of Trade Number 18 of 2021 concerning Goods Prohibited from Export and Goods Prohibited from Import, Appendix II, Part IV with Tariff Post/HS 6309.00.00 concerning Used Clothing and other used goods. This is also emphasized in Law Number 7 of 2014 concerning Trade. Article 47 paragraph (1) explains that every importer is obliged to import goods in new condition. Therefore, business actors or importers are prohibited from importing used clothing.

Law Number 8 of 1999 concerning Consumer Protection provides consumers with the right to the safety of using used clothing, however, the sale and purchase of imported used clothing has been prohibited by the government as regulated in the Regulation of the Minister of Trade Number 40 of 2022 concerning Amendments to the Regulation of the Minister of Trade Number 18 of 2021 concerning Goods Prohibited from Export and Goods Prohibited from Import and Law Number 7 of 2014 concerning Trade. If a loss occurs to a consumer due to wearing imported used clothing, in which case the consumer does not know that the used clothing is imported, then as stated in Article 19 of the Consumer Protection Law, the business actor is responsible for providing compensation for damage, pollution, and/or loss to consumers due to consuming goods and/or services produced or

traded. In addition, Article 45 paragraphs (1) and (2) of the Consumer Protection Law also explains that every consumer who is harmed can sue the business actor through an institution tasked with resolving disputes between consumers and business actors or through a court within the general court environment.

Consumer dispute resolution can be pursued through the courts or out of court based on the voluntary choice of the disputing parties. Furthermore, efforts that can be made to protect consumers in the sale and purchase of imported used clothing include the government implementing deeper oversight efforts, such as destroying imported used clothing, as was done by the Minister of Trade on March 20, 2023, at the Jaya Park Warehouse in Sidoarjo, East Java. If consumers know that the used clothing is imported and still buy it and suffer losses as a result of the purchase, then the consumer cannot be protected because imported used clothing is included in the goods prohibited from being traded under the Law and Regulations of the Minister of Trade.

3.2. Criminal Sanctions Against Business Actors Violating Law Number 8 of 1999 concerning Consumer Protection

The rules regarding sanctions that can be imposed on business actors who violate the provisions can be found in Chapter XIII of the UUPK, starting from Article 60 to Article 63.

1. Administrative Sanctions.

Administrative sanctions are regulated in Article 60. These sanctions are a "special right" or task and authority given by the UUPK to BPSK, to resolve consumer disputes outside the court.¹¹Administrative sanctions in the form of determining compensation of up to IDR 200,000,000,- for business actors who commit violations of:

- a. Failure to provide compensation by business actors to consumers, 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 compensation for damage, pollution and/or consumer losses resulting from consuming goods and/or services (Article 19 paragraphs 1 and 2);
- b. Not providing compensation to consumers within a period of 7 days after the transaction date (Article 19 paragraph 3);
- c. Not responsible for the advertisements produced and any consequences caused by the advertisements (Article 20);

¹¹Gunawan Widjaja and Ahmad Yani, op. cit., p. 83.

d. Unable to provide after-sales guarantee facilities, either in the form of spare parts or maintenance, as well as providing previously stipulated guarantees or warranties (Article 25);

e. Not fulfilling the promised guarantees and/or warranties (Article 26).

2. Principal Criminal Sanctions.

The principal criminal sanction is a sanction that can be imposed and imposed by the court based on the demands of the public prosecutor for violations committed by business actors. The Consumer Protection Law allows for criminal prosecution of business actors and/or their managers. Article 62 of the Consumer Protection Law states that business actors and/or their managers who can be subject to criminal sanctions are those who commit violations of:

a. The provisions referred to in:

1) Article 8, regarding goods and/or services that do not meet established standards;

2) Article 9 and Article 10, regarding incorrect information;

3) Article 13 paragraph (2), concerning the offering of medicines and matters related to health;

4) Article 15, concerning the offer of goods by force (physical);

5) Article 17 paragraph (1) letters a, b, c and e, regarding advertisements that contain information that is inconsistent with reality or misleading;

6) Article 17 paragraph (2), regarding the circulation of prohibited advertisements;

7) Article 18, regarding the inclusion of standard clauses; can be subject to criminal sanctions with a maximum prison sentence of five years or a maximum fine of IDR 2,000,000,000 (two billion rupiah).

b. The provisions referred to in:

1) Article 11, regarding sales by sale or auction;

2) Article 12, regarding offers at special rates;

3) Article 13 paragraph (1), regarding giving free gifts;

4) Article 14, regarding offers by providing prizes through lottery;

5) Article 16, regarding offers by order;

6) Article 17 paragraph (1) letters d and f, regarding the production of advertisements that are contrary to ethics, morality and applicable legal provisions; can be subject to criminal sanctions with a maximum prison sentence of two years or a maximum fine of IDR 500,000,000 (five hundred million rupiah). Violations that result in serious injury, serious illness, permanent disability or death will be subject to generally applicable criminal provisions.

3. Additional Criminal Sanctions.

The provisions of Article 63 of the UUPK allow for the imposition of additional criminal sanctions beyond the principal criminal sanctions that may be imposed based on the provisions regarding principal criminal sanctions of the UUPK. Additional criminal sanctions that may be imposed include:

- a. Confiscation of certain goods;
- b. Announcement of the judge's decision;
- c. Compensation payment;
- d. Order to stop certain activities that cause consumer losses;
- e. Obligation to withdraw goods from circulation;
- f. Revocation of business license.

3.3. Criminal Acts by Secondhand Clothing Business Actors That Do Not Comply with Law Number 8 of 1999 Concerning Consumer Protection

The criminal act of trading goods that do not comply with the provisions of the Consumer Protection Law is regulated in Article 8 in conjunction with Article 62. Article 8 of the Consumer Protection Law states that:

1. Business actors are prohibited from producing and/or trading goods and/or services that:
 - a. Does not meet or does not comply with the required standards and provisions of laws and regulations;
 - b. Does not correspond to the net weight, net content, or net quantity, and the number of counts as stated on the label or label of the goods;
 - c. Not in accordance with the size, measurement, weight and amount calculated according to actual measurements;
 - d. Does not conform to the conditions, guarantees, features or efficacy as stated in the label, etiquette or description of the goods and/or services;

- e. Does not conform to the quality, level, composition, processing, style, mode or specific use as stated in the label or description of the goods and/or services;
 - f. Does not conform to the promises stated in the label, label, description, advertisement or sales promotion of the goods and/or services;
 - g. Not including the expiry date or the best period of use/utilization for certain goods;
 - h. Not following the provisions for halal production, as stated in the "halal" statement on the label;
 - i. Do not attach labels or provide product descriptions containing the name of the product, size, net weight/contents, composition, instructions for use, date of manufacture, side effects, name and address of the business actor, and other information for use which according to regulations must be attached/made;
 - j. Does not include information and/or instructions for use of goods in Indonesian in accordance with applicable laws and regulations.
2. Business actors are prohibited from trading damaged, defective or used goods, or contaminated goods without providing complete and correct information about the goods in question.
3. Business actors are prohibited from trading damaged, defective, used or contaminated pharmaceutical and food supplies, with or without providing complete and correct information.
4. Business actors who commit violations in paragraph (1) and paragraph (2) are prohibited from trading the goods and/or services and are required to withdraw them from circulation.

In essence, this article focuses on two things: prohibiting the production of goods and/or services and prohibiting the trade of those goods and/or services. According to Nurmadjito, these prohibitions aim to ensure that goods and/or services circulating in the community meet requirements, such as their origin and quality, as stated by the business owner, for example through labels, tags, advertisements, and so on.¹²

Pharmaceutical products are treated differently from other products. If they are damaged, defective, or contaminated, they are not permitted for sale, even if they contain correct and complete information. However, other products may still be traded provided that correct and complete information is also provided.¹³

¹²Nurmadjito, *Readiness of Legislative Instruments on Consumer Protection in Indonesia*, Mandar Maju, Bandung

¹³Ahmadi Miru and Sutarman Yodo, *Op. Cit.*, p. 66

The prohibitions on "products" mentioned above aim to protect consumers' health and property from the use of low-quality goods that are cheaper than the price they paid. Through this protection, consumers will not be provided with goods of a quality that does not correspond to the price paid or the information obtained.⁶³ Furthermore, Article 62 of the Consumer Protection Law also mentions criminal sanctions against business actors, namely:

- 1) Business actors who violate the provisions as referred to in Article 8, Article 9, Article 10, Article 13 paragraph (2), Article 15, Article 17 paragraph (1) letter a, letter b, letter c, letter e, paragraph (2) and Article 18 shall be punished with imprisonment for a maximum of 5 (five) years or a maximum fine of IDR 2,000,000,000.00 (two billion rupiah).
- 2) Business actors who violate the provisions as referred to in Article 11, Article 12, Article 13 paragraph (1), Article 14, Article 16, and Article 17 paragraph (1) letters d and f shall be punished with imprisonment for a maximum of 2 (two) years or a maximum fine of IDR 500,000,000.00 (five hundred million rupiah).
- 3) For violations that result in serious injury, serious illness, permanent disability or death, applicable criminal provisions apply.

Article 62 applies two legal provisions based on the severity of the violation committed by the business actor. Violations that result in serious injury, serious illness, permanent disability, or death are subject to criminal penalties as stipulated in the Criminal Code. For violations beyond this level, criminal penalties apply in accordance with the Consumer Protection Law.

It can be found that the criminal sanctions in the Consumer Protection Law have 2 (two) levels, namely a maximum prison sentence of 5 (five) years or a fine of Rp. 2,000,000,000.00 (two billion rupiah) and a maximum prison sentence of 2 (two) years or a fine of Rp. 500,000,000.00 (five hundred million rupiah). Regarding the term violation used in Article 62, especially Article 62 paragraph (3), it still needs to be reviewed because the consequences of violations as referred to in Article 62 paragraph (3) are classified as crimes in the Criminal Code.

Criminal sanctions, such as the fines mentioned above, are included among the main types of punishments under the Criminal Code. However, problems arise when criminal sanctions in the form of fines are viewed solely as operational costs by legal entities, such as costs incurred to run a company's production.

Susanto stated that, after observing how the law is applied to violations committed by corporations, it appears that for corporations, violations of the law are simply seen as costs to be incurred. This is like reducing profits through fines that have

already been calculated and factored into the costs of producing and marketing the corporation's products.¹⁴.

The existence of criminal fines, viewed merely as operational costs of production or marketing, will make companies subject to criminal law feel unaffected by the sanctions and will not encourage change. As a result, these criminal acts may continue to recur.

3.4. Analysis of Criminal Acts by Secondhand Clothing Business Actors That Do Not Meet the Standards Regulated by Law Number 8 of 1999 Concerning Consumer Protection

The criminal act of a business actor trading goods that do not meet standards according to the consumer protection law refers to activities carried out by a business actor who sells or trades goods to consumers, but the goods sold do not meet the standards set out in the Consumer Protection Law.

The Consumer Protection Law aims to protect consumers' rights and ensure that they receive goods or services that are safe, of high quality, and meet established standards. Therefore, businesses that intentionally or negligently sell goods that do not meet the standards stipulated in the law may be considered violating the law.

These crimes can include various violations, such as selling damaged, expired, or non-compliant goods, or goods that do not meet established health and safety requirements. Legal consequences for businesses committing these crimes can range from administrative sanctions to criminal charges, depending on the severity of the violation and the provisions of the Consumer Protection Law.

To find out the criminal act of a business actor trading goods that do not meet the standards stipulated in the consumer protection law, we need to look at the contents of Article 62 paragraph 1 in conjunction with Article 8 paragraph (1) letter a which reads as follows: Article 62 paragraph (1)

"Business actors who violate the provisions as referred to in Article 8, Article 9, Article 10, Article 13 paragraph (2), Article 15, Article 17 paragraph (1) letter a, letter b, letter c, letter e, paragraph (2) and Article 18 shall be punished with imprisonment for a maximum of 5 (five) years or a maximum fine of IDR 2,000,000,000.00 (two billion rupiah)."

Article 8 paragraph (1) letter a

¹⁴Susanto, IS, Corporate Crime, Diponegoro University Publishing Agency, Semarang, p. 30

"Business actors are prohibited from producing and/or trading goods and/or services that: a. Do not meet or do not comply with the required standards and provisions of laws and regulations."

To interpret the elements contained in Article 62 paragraph (1) in conjunction with Article 8 paragraph (1) letter a of Law Number 8 of 1999 concerning Consumer Protection, the author uses the authentic (official) interpretation method or valid (authentic, official) interpretation referring to the correct interpretation of the meaning of the words as determined by the legislator, or this interpretation has been explained in detail in each article.¹⁵

It's called an authentic interpretation because it's officially written in the law, meaning it comes directly from the lawmakers themselves, not from the perspective of law enforcers like judges. In this case, interpretation limits the judge's freedom. Judges are not permitted to interpret laws outside of the authentic understanding. While outside the Criminal Code, official interpretations can be found in general provisions and article-by-article explanations.

From this interpretation method, the elements of Article 62 paragraph (1) Article 8 paragraph (1) letter a of Law Number 8 of 1999 concerning Consumer Protection are as follows:¹⁶:

- 1) Businessmen.
- 2) Producing and/or trading goods and/or services.
- 3) Does not meet or does not comply with the required standards and provisions of statutory regulations. Business actors in Article 1 paragraph (3) of the UUPK referred to

business actors, namely:

"Business actors are every individual or business entity, whether in the form of a legal entity or not a legal entity, which is established and domiciled or carries out activities within the legal territory of the Republic of Indonesia, either alone or together through an agreement to carry out business activities in various economic fields."

Based on the explanation of the article above, the definition of business actors can be divided into two groups, namely:

- 1) Individuals.

¹⁵Andi Sofyan and Nur Azisa, Criminal Law Textbook, Pustaka Pena, Makassar, p. 72

¹⁶Law Number 8 of 1999 concerning Consumer Protection

2) Business entities in the form of legal entities or non-legal entities that are established and domiciled in the Republic of Indonesia.

Thus, business actors fall into the general category of persons, which applies to all individuals or business entities, whether incorporated or not. The term business actor refers to all individuals or business entities, and their culpability will only be considered if they fulfill the elements of the act specified in the elements of the crime.

To differentiate between business actors in general and business actors accused of committing a crime, the identity of the business actor will be stated in the indictment.

Based on the previous explanation, the author's opinion states that the business actor in question is an individual or business entity facing trial for being accused of committing a criminal act. In the context of a business actor trading substandard goods, the business actor falls into the category of an individual.

Furthermore, the element of producing and/or trading goods and/or services. In the Consumer Protection Law, this refers to activities carried out by producers or business actors involved in the process of making, distributing, or selling goods and services to consumers.

This element encompasses the responsibilities of producers or business actors regarding the products or services they produce or provide to consumers. This means that producers must ensure that the products they manufacture meet legally established safety, quality, and reliability standards. They must follow proper procedures in production, processing, assembly, and quality control to ensure the products are safe and meet consumer expectations.¹⁷

Meanwhile, business actors involved in the trade or sale of goods or services also have responsibilities. They must ensure that the products or services they sell meet established quality and safety standards. They must also provide consumers with honest and clear information about the products or services they offer, including price, features, benefits, and associated risks.

Under the Consumer Protection Law, producers and businesses involved in the production and trade of goods and services are obligated to protect consumer rights. They must ensure that the products or services they produce or provide meet established standards, provide honest and accurate information to consumers, and be responsible for any losses or injuries arising from the use of non-compliant products or services.

¹⁷Viewed and analyzed in Law Number 8 of 1999 concerning Consumer Protection.

Then, the next element is failure to meet or conform to required standards and statutory provisions. The Consumer Protection Law stipulates that producers or business actors must ensure that the products or services they produce or provide to consumers comply with the requirements set by applicable laws and regulations.

The Consumer Protection Law also establishes standards that products or services must comply with to ensure they meet quality, safety, and other established requirements. Therefore, manufacturers or businesses must ensure that their products or services meet these standards.

If a product or service provided fails to meet or conform to established standards, it may be deemed a violation of consumer protection laws and regulations. In this case, the producer or business owner may be subject to sanctions or legal action in accordance with applicable regulations.

4. Conclusion

Legal protection for consumers regarding imported used clothing is contained in Article 8 paragraph (2) and (3) of Law Number 8 of 1999 concerning Consumer Protection which states that "business actors are prohibited from trading damaged, defective or used and contaminated goods without providing complete and correct information on the goods in question, and business actors are prohibited from trading damaged, defective or used and contaminated pharmaceutical and food supplies, with or without providing complete and correct information." And it is contained in the Regulation of the Minister of Trade of the Republic of Indonesia Number 51/M-DAG/PER/7/2015 concerning the Prohibition of Importing Used Imported Clothing. The activity of importing used clothing and trading in imported used clothing in Indonesia is an economic crime because these actions are threatened with criminal law. Importing used clothing is a commission crime, namely a crime resulting from a violation of the orders of Law Number 7 of 2014 concerning Trade. while the activity of trading in imported used clothing is a commission crime, namely a crime that occurs due to a violation of the orders of Law Number 7 of 2014 concerning Trade. Each violation is punishable by a maximum prison sentence of 5 years and a maximum fine of 5 billion rupiah.

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