

## Legal responsibility of Business Actors towards Consumers for incompatibility of information on Food Products labeled Gluten Free

Natasya Putri Nabilla<sup>1</sup>, Edi Wahjuni<sup>2</sup>, Emi Zulaika<sup>2</sup>, Rhama Wisnu Wardhana<sup>2</sup>

<sup>1</sup> Departement of Law, University of Jember, Indonesia

<sup>2</sup> Lecturer, Faculty of Law, University of Jember, Indonesia

### Abstract

Rising public awareness regarding food quality has driven high demand for gluten-free labeled food products, particularly among individuals with celiac disease and gluten intolerance. Inaccurate information on such labels poses potential health risks to consumers and creates legal liability for business operators. This normative legal study aims to analyze the forms of legal liability borne by business operators and the avenues for redress available to consumers regarding labeling discrepancies on gluten-free products. The study employs statutory and conceptual approaches, utilizing descriptive-qualitative analysis based on a literature review. The findings indicate that business operators who provide inaccurate gluten-free labeling violate Article 8, Paragraph (1) of Law Number 8 of 1999 concerning Consumer Protection. Based on the principle of presumed liability, business operators are obligated to provide compensation as stipulated in Article 19 of the Consumer Protection Law. Consumers may pursue dispute resolution through litigation (court proceedings) or non-litigation channels (out-of-court settlements), such as through the Consumer Dispute Resolution Agency (BPSK) via mediation, conciliation, or arbitration mechanisms. The study recommends stricter government oversight, the exercise of good faith by business operators, and increased consumer diligence regarding products.

**Keywords:** Legal liability, Business OPERATORS, Gluten Free Label

### Introduction

Consumer awareness regarding food safety and quality continues to rise. Food is a fundamental human necessity that plays a vital role in society. As products intended for direct consumption, the quality, safety, composition, and information associated with food are closely linked to consumer health and well-being. One category of food products that has recently become a topic of widespread discussion is "gluten-free" food. This trend has spurred the growth of Indonesia's food industry, driven by increasing demand for gluten-free products among consumers seeking to maintain a healthy lifestyle. Typically, gluten-containing foods are those made from wheat flour, such as cakes, noodles, and bread. Gluten is a protein found in grains like wheat and barley; it possesses properties that trap air, making it ideal for creating doughs that allow baked goods such as cakes and bread to achieve a chewy texture and rise effectively.

"Gluten-free" labels on food products are typically intended for consumers with health sensitivities or intolerances such as those with celiac disease or other gluten allergies who must avoid gluten to prevent adverse health effects. Celiac disease is an autoimmune condition in which the immune system reacts abnormally and attacks the digestive system, damaging the intestinal lining and impairing the body's ability to absorb essential nutrients. Health risks associated with celiac disease include inflammation that damages the surface of the small intestine (thereby hindering nutrient absorption), anemia, osteoporosis, neurological disorders, skin conditions, and heart problems. Furthermore, individuals with gluten intolerance or specific autoimmune conditions must also avoid gluten-containing foods to prevent associated health risks. Those with celiac disease or gluten intolerance must avoid gluten-containing products, as consumption can be detrimental to their health. One way to

avoid gluten-containing foods is by adopting a gluten-free diet, which involves carefully selecting foods based on their nutritional content. Some businesses in the food industry have developed gluten-free products specifically designed for individuals with these health conditions; however, manufacturers must strictly adhere to regulations regarding the use of "gluten-free" labeling on their products.

Annex VI of the National Agency of Drug and Food Control (BPOM) Regulation Number 1 of 2022 concerning the Supervision of Claims on Processed Food Labels and Advertisements states that processed food may bear a "gluten-free" claim if the gluten content is  $\leq 20$  mg/kg. Meanwhile, the international standard set by the Codex Alimentarius Commission (CAC) stipulates that food products labeled "gluten-free" must contain no more than 20 ppm (parts per million) of gluten; at this level, consumers with gluten intolerance can still tolerate the amount of gluten entering their bodies.

Article 49 of BPOM Regulation Number 31 of 2018 mandates the inclusion of allergen information on labels for products containing allergens in the form of gluten-containing cereals specifically wheat, rye, barley, oats, spelt, or hybrid strains. Furthermore, BPOM Regulation Number 10 of 2024 concerning the Labeling of Natural Medicines, Quasi-Medicines, and Health Supplements regulates the inclusion of additional information, requiring that "gluten-free" claims be substantiated by evidence proving the product complies with the information stated on the packaging. Consequently, business operators who produce and market food products bear the obligation and responsibility to provide accurate and clear information regarding the contents of the products they market. The accuracy of information on "gluten-free" labeled food products is crucial for ensuring the safety and well-being of consumers, as individuals with gluten intolerance rely

heavily on the accuracy of information conveyed through product packaging labels.

With increasing demand for food products labeled gluten free, various problems arise regarding the honesty and suitability of information on product labels. One incident that reflects this problem is the Bake n Grind Bakery case where there was a discrepancy in gluten free label information on the bread products being sold. This case started when one of the consumers via the Instagram account @feliz88eliz shared his experience of buying bakery products from the Bake n Grind Bakery which labeled its products as gluten free, dairy free, egg free, and even vegan. Suspicions regarding the discrepancy in the information on the label arose after an oddity was discovered in the consumer's 17-month-old child experiencing a rash and severe swelling on his body due to allergies. Based on this suspicion, the consumer then carried out a laboratory test on one of the bakery products he purchased, namely an old school sponge cake filled with sprinkles. Based on the laboratory test results, it showed that the bakery products from the bakery contained gluten. The laboratory test results were then uploaded by the consumer to his Instagram account and received many responses from other consumers who experienced similar health complaints. As a result of this incident, consumers who were allergic to gluten experienced health problems such as rashes and severe swelling on the body. This incident reflects that not all business actors behave honestly and responsibly regarding the products they sell. Inconsistencies in the information listed cause anxiety among the public because consumers believe that the information listed on labels and store marketing is correct and trustworthy.

Legal protection for consumers regarding discrepancies in information on food products is established under the Consumer Protection Law (hereinafter referred to as UUPK). Article 4, letter c, states that "consumers have the right to accurate, clear, and honest information regarding the condition and guarantees of goods and/or services." Furthermore, Article 8, Paragraph (1), letter f of the UUPK stipulates that "business actors are prohibited from producing or trading goods and/or services that do not correspond to the promises stated on labels, descriptive tags, advertisements, or sales promotions."

Business actors are obliged to fulfill their duties as part of their responsibility toward consumers and to adhere to prohibitions by observing the standards, safety, security, and information requirements for food product packaging as mandated by various laws and regulations. Negligence or errors committed by business actors in disregard of these regulations pose a significant risk to public safety. Consequently, business actors must be held accountable for any losses suffered by consumers, and consumers are entitled to compensation resulting from information discrepancies on product labels.

Based on the background outlined above, the issues addressed in this thesis are: (1) the nature of the business operator's legal liability toward consumers harmed by information discrepancies regarding food products labeled "gluten-free"; and (2) the dispute resolution avenues available to consumers regarding such information discrepancies. Accordingly, the objective of this research is to analyze the legal regulations governing the obligations of business operators to be held accountable to consumers harmed by information discrepancies in "gluten-free"

labeled food products, as well as to analyze the forms of dispute resolution both litigation and non-litigation that consumers may pursue in such cases.

## **Material and Methods**

The research method employed in this study is the normative-juridical method (legal research), which focuses on analyzing applicable legal norms to address the legal issues under examination. This method utilizes both the statute approach and the conceptual approach, incorporating primary legal materials such as legislation, secondary legal materials such as legal literature, scholarly journals, and expert opinions and non-legal materials that provide contextual support. Data collection was conducted through a literature review, involving the examination and analysis of legal documents and other written sources. All legal materials were analyzed qualitatively using a deductive approach to formulate legal arguments that are systematic, logical, and relevant to the legal issues being studied.

## **Results and Discussion**

### **Legal Liability of Business Operators toward Consumers Harmed by Inaccurate Information on Food Products Labeled "Gluten-Free"**

The growth of Indonesia's food industry including the bakery sector has intensified competition among businesses, driving them to seek a competitive edge for their products. In conducting their operations, businesses must look beyond mere profitability and address critical aspects such as compliance with legal regulations regarding safety, quality, and the accuracy of product information. The accuracy of information specifically regarding "gluten-free" labeling is crucial, as it directly addresses the needs of specific consumer groups, such as those with gluten intolerance, celiac disease, or health conditions requiring restricted gluten intake. A "gluten-free" label is not merely a marketing strategy to attract buyers; it is a claim that businesses must be able to substantiate and for which they are held accountable. Since the listed ingredients and composition on a product label influence consumer perceptions and purchasing decisions regarding the product's characteristics, BPOM Regulation Number 1 of 2022 governs the oversight of claims made on labels and in advertisements for processed foods, including those labeled "gluten-free."

If a product marketed as "gluten-free" actually contains gluten, is contaminated with gluten, or fails to meet established standards, there is a discrepancy between the information provided and the product's actual condition. Such discrepancies can harm consumers financially, through the cost of purchase, and non-financially, through health risks associated with consuming a product that does not match its stated information. Under the Consumer Protection Law (UUPK), this situation violates consumer rights to accurate, clear, and honest information, as well as the right to guarantees regarding goods and/or services. Furthermore, the Food Law mandates that businesses ensure the food products they distribute are safe, high-quality, and nutritious, and that they provide accurate information to the public. This obligation relates to the impact on consumer health particularly for consumers with specific health conditions as stipulated in Article 147 of the Health Law, which prohibits the provision of false and/or misleading information or statements regarding food and beverage products as part of the protection of public health.

#### **a. Inaccurate Gluten Free Labeling Information as a Violation of Consumers Rights**

Consumer protection is essentially a legal measure aimed at providing legal certainty for consumers when acquiring goods and/or services that are safe, of good quality, and consistent with the information and guarantees provided by business operators. An imbalance of position exists in the relationship between consumers and business operators, particularly regarding the possession of information about the goods being produced and traded. Generally, business operators possess greater knowledge than consumers regarding a product's ingredients, composition, production process, quality, content, and characteristics. The legal framework for consumer protection in this context aims to mandate that business operators provide accurate, clear, and honest information to consumers, thereby preventing the use of goods and/or services that could pose risks to health, safety, or other interests. This aligns with the provisions of the Consumer Protection Law (UUPK), which seeks to establish a consumer protection system characterized by legal certainty and information transparency, while enhancing the quality of goods and/or services to ensure consumer health, comfort, security, and safety.

Article 4 of the UUPK outlines several consumer rights directly relevant to cases of inaccurate information on food products labeled "gluten-free." Article 4, letter a, grants consumers the right to comfort, security, and safety when consuming goods and/or services. Article 4, letter b, entitles consumers to obtain goods commensurate with their exchange value and in accordance with promised conditions and guarantees. Article 4, letter c, grants consumers the right to receive accurate, clear, and honest information regarding the condition and guarantees of goods and/or services. Furthermore, Article 4, letter h, entitles consumers to receive compensation, indemnity, and/or replacement if the goods received do not conform to the agreement or are otherwise improper.

Consumer rights are inextricably linked to the obligations of business operators as stipulated in Article 7 of the Consumer Protection Law (UUPK). These obligations include acting in good faith; providing accurate, clear, and honest information regarding the condition and warranties of goods and/or services; guaranteeing the quality of goods produced and/or traded in accordance with applicable quality standards; and providing compensation, restitution, and/or replacement if the goods received or used by the consumer do not conform to the agreement. Information provided via labels serves not only as a means of product promotion or marketing but also as a legal obligation for business operators. If the information provided does not reflect the actual situation, consumers may make decisions based on erroneous information, potentially resulting in loss or harm.

Labels are a primary means of conveying information to consumers regarding food products. Fundamentally, the label is a crucial instrument because food is consumed directly and directly impacts consumer health and safety. Food labels affixed to packaging facilitate transparency, serving as a basis for consumers to evaluate and purchase safe food products suited to their needs. Consequently, the accuracy of the information stated on the label must be verifiable. Labeling obligations are also regulated under Article 97 paragraph (3) of the Food Law, which mandates that labels include, at a minimum: the product name; list of ingredients; net weight or volume; name and address of the

producer or importer; halal certification details (where required); production date and code; expiration date; distribution permit number (for processed food); and the origin of specific food ingredients. One type of information that may be included on food products concerns gluten content. A "gluten-free" label provides specific information to consumers regarding product characteristics specifically, the gluten content within the food. Articles 100 and 101, Paragraph (2) of the Food Law further emphasize that every food label must contain accurate and non-misleading information; consequently, if a "gluten-free" claim is displayed on a product's packaging and the product is marketed to the public, the business operator bears responsibility for the veracity of that claim. Label information that does not correspond to the product's actual condition is also prohibited on health grounds, as stipulated in Article 147 of the Health Law.

In the case of the Bake n Grind bakery, the application of a "gluten-free" label constitutes a form of communication by the business operator, serving to inform consumers about specific characteristics of the food product being offered. Consumers who purchase the product based on the "gluten-free" label have reasonable grounds to expect that the product meets the gluten-free criteria stipulated by applicable regulations. Under food law, the purpose of food product labeling is to provide the public with accurate and clear information regarding packaged food products prior to purchase and/or consumption. This information encompasses the product's origin, safety, quality, nutritional content, and other necessary details.

BPOM Regulation Number 1 of 2022 concerning the Supervision of Claims on Processed Food Labels and Advertisements specifically Appendix VI stipulates that processed foods bearing a "gluten-free" claim must contain no more than 20 mg/kg of gluten, whereas products with a "low-gluten" claim must contain between 21 and 100 mg/kg of gluten. Based on these provisions, the term "gluten-free" carries a specific legal meaning and cannot be used arbitrarily by business operators. Consequently, if scientifically verifiable test results indicate that a product's gluten content exceeds 20 mg/kg, the product fails to meet the requirements for the "gluten-free" label. These gluten content limits are crucial when analyzing the Bake n Grind case, as the legal definition of "gluten-free" does not imply a total absence of gluten. Regulations establish a maximum permissible gluten content of 20 mg/kg for products labeled as "gluten-free." Therefore, determining whether a product qualifies for the "gluten-free" label requires more than merely establishing the presence of detectable gluten; it also necessitates information regarding the specific gluten level within the product, which must then be compared against the maximum limit prescribed by BPOM Regulation No. 1 of 2022.

In the case of the Bake n Grind bakery, the issue of gluten content limits in food products is significant. A consumer independently conducted laboratory testing on a product sold by the business operator with a "gluten-free" label. The test results were positive, indicating the presence of gluten. However, the test report cited in the study did not specify the quantitative gluten level in mg/kg. Based on these results, while the laboratory test confirmed the presence of gluten in the product sample, the findings were insufficient to conclusively determine whether the gluten content exceeded the maximum limit of 20 mg/kg. There is a

distinction between the mere detection of gluten and a gluten content exceeding 20 mg/kg. If a food product contains 5 mg/kg of gluten, it remains within the maximum limit permitted for "gluten-free" products. Conversely, a content level of 25 mg/kg exceeds the 20 mg/kg maximum for "gluten-free" products, placing it instead in the "low-gluten" category. These standards demonstrate that the specific gluten level is a crucial factor in technically verifying the accuracy of label claims.

Independent laboratory test results that merely indicate a positive result without specifying the quantitative gluten level in mg/kg may serve as supporting evidence of a suspected discrepancy between the product's characteristics and its "gluten-free" label; however, they are insufficient to definitively establish that the product exceeds the maximum allowable gluten content of 20 mg/kg. The limitations of such independent test results do not negate the legal relevance of the information provided by the business operator to the consumer. When a business operator offers a product labeled "gluten-free," the consumer has the right to receive accurate information regarding the product's characteristics. A discrepancy in information regarding a "gluten-free" labeled food product constitutes a violation of consumer rights under Article 4 of the Consumer Protection Law (UUPK) specifically the right to accurate, clear, and honest information, as well as the right to safety and security when using or consuming a product. Under Article 7 of the UUPK, business operators are obligated to provide accurate, clear, and honest information regarding content, condition, and guarantees; ensure that the quality of traded products meets applicable standards; and provide compensation to consumers who suffer losses. Furthermore, a discrepancy between the product and the information provided on the label implicates Article 8 of the UUPK, which prohibits business operators from producing and/or trading goods that fail to comply with statutory standards, conditions, guarantees, quality, composition, processing methods, or promises stated on labels, tags, descriptions, advertisements, or promotional materials.

Discrepancies in information regarding "gluten-free" labeled food products potentially violate the consumer's right to accurate, clear, and honest information, as stipulated in Article 4 letter c of the UUPK. Additionally, if a product is proven not to meet the promised characteristics, consumers may exercise their rights under Article 4 letters b and h of the UUPK: the right to receive goods that match promised conditions and guarantees, and the right to obtain compensation, restitution, and/or replacement if the goods received do not conform to the agreement or fail to meet expected standards. Violations of consumer rights give rise to the legal liability of business operators toward aggrieved consumers, a liability grounded in the legal relationship between the consumer and the business operator and the specific performance required of the business operator.

#### **b. Legal Liability of Business Operators towards Consumers Regarding Inaccurate Information on Food Products Labeled "Gluten-Free"**

The responsibility of business actors regarding traded products constitutes a binding obligation within their business activities. Business actors may be held liable in accordance with the legal norms violated if their actions contravene the provisions of such legal norms. In this context, business actors are obliged to observe the conduct

and prohibitions applicable to the procurement of goods and/or services. This applies particularly to instances of information non-compliance regarding food products labeled "gluten-free," as stipulated in Article 8 of the Consumer Protection Law (UUPK), which states that:

1. Business actors are prohibited from producing and/or trading goods and/or services that:
  - a. Do not meet or comply with required standards and statutory regulations;
  - b. Do not correspond to the net weight, net content, or quantity as stated on the label or tag of said goods;
  - c. Do not correspond to the actual size, measurement, weight, and quantity;
  - d. Do not correspond to the condition, guarantee, special features, or efficacy as stated on the label, tag, or description of said goods and/or services;
  - e. Do not correspond to the quality, grade, composition, processing method, style, fashion, or specific usage as stated on the label or description of said goods and/or services;
  - f. Do not correspond to promises made on the label, tag, description, advertisement, or sales promotion of said goods and/or services;
  - g. Fail to state the expiration date or the "best-before" date for the usage/consumption of specific goods;
  - h. Fail to adhere to halal production requirements, despite a "halal" claim appearing on the label;
  - i. Fail to affix a label or provide a product description containing the product name, size, net weight/content, composition, instructions for use, date of manufacture, side effects, the name and address of the business actor, and other information required by regulation;
  - j. Fail to provide information and/or instructions for the use of goods in the Indonesian language, in accordance with applicable statutory regulations.
2. Business actors are prohibited from trading goods that are damaged, defective, used, or contaminated without providing complete and accurate information regarding the goods in question.
3. Business actors are prohibited from trading pharmaceutical preparations and food products that are damaged, defective, or contaminated, regardless of whether complete and accurate information is provided.
4. Business actors who commit violations under paragraphs (1) and (2) are prohibited from trading the goods and/or services concerned and are required to withdraw them from circulation.

In essence, the prohibitions stipulated in Article 8 of the UUPK aim to prevent business actors from trading goods and/or services that fail to meet established requirements and standards goods and services that are ultimately intended for use or consumption by consumers.

Discrepancies in information regarding food products labeled "gluten-free" raise issues not only concerning a business operator's obligation to provide accurate, clear, and honest information to consumers but also regarding their legal liability toward consumers who have purchased and received such products. The case involving the "Bake n Grind" bakery originated with the offering of a food product labeled "gluten-free," which was subsequently challenged by a consumer after laboratory testing detected the presence

of gluten. Although the available test results did not specify the quantitative gluten level making it impossible to confirm whether the content exceeded the 20 mg/kg maximum limit required for gluten-free products the situation gave rise to suspicions of a discrepancy between the product's actual characteristics and the information provided by the business operator.

The legal liability imposed on a business operator is grounded in the legal relationship between the operator and the consumer. This legal relationship fundamentally arises from the sales transaction of the food product. Consumers purchase products offered by business operators based on the information and characteristics provided including the "gluten-free" label. Through this transaction, the business operator is obligated to deliver goods that match the offered characteristics and conditions, while the consumer is obligated to pay the agreed-upon price. Consequently, when a product is offered with a "gluten-free" label, that label serves not merely as product information but as an integral part of the product's characteristics. Consumers who make a purchase naturally expect the goods they receive to align with the characteristics that were advertised. Therefore, if the delivered goods prove inconsistent with the offered characteristics, the issue becomes one of failure to properly fulfill contractual obligations. When a business operator delivers goods that do not match the characteristics included in the offer, the performance is considered improper; from the perspective of contract law, this constitutes grounds for declaring a breach of contract (*wanprestasi*). Thus, the relevant form of breach of contract is the performance of an obligation in a manner inconsistent with what was agreed upon or offered.

In the legal relationship between consumers and business operators, consumers generally occupy a weaker position. Business operators tend to possess greater control over information regarding the products they procure, manufacture, and trade. Conversely, consumers are the party that merely receives information conveyed by business operators through labels, packaging, promotions, and/or advertisements. Given this situation, consumers rely heavily on the honesty and good faith of business operators in disclosing and providing information about products such as their ingredients, quality, benefits, composition, and safety. Exercising caution is crucial, given the reality that some business operators disregard legal requirements in pursuit of higher profits. In some instances, businesses exploit consumer ignorance regarding a product's actual condition by providing exaggerated, inaccurate, or even misleading information, resulting in a discrepancy between the product and the information provided about it. Such actions not only violate the principle of business integrity but also infringe upon consumer rights guaranteed by law. Consequently, protecting the consumer's right to accurate information is essential for establishing a fair legal relationship between businesses and consumers.

Business operators who violate regulations requiring the provision of honest and truthful information on product labels thereby causing consumer harm must bear the consequences of their actions. Businesses selling products labeled "gluten-free" have an obligation to maintain healthy business practices, as they bear the responsibility for fulfilling these duties. This responsibility entails ensuring that all actions comply with legal norms and standards of propriety, and adhere to established business customs. A

business's commitment to guaranteeing the quality of products sold to consumers serves as a form of protection regarding health and safety.

The case of the "Bake n Grind" bakery serves as a concrete example of how a discrepancy between a product's actual characteristics and the information on its "gluten-free" label can cause harm and serious consequences for consumers, particularly those with specific health needs. A product marketed as "gluten-free" was found to contain gluten following independent laboratory testing initiated by a consumer; this action was prompted after a toddler suffered a severe allergic reaction upon consuming the product. This incident sparked public discussion regarding the importance of transparency and honesty among business operators when providing information through food labeling. From the perspective of consumer protection law, food labeling is a crucial element that serves as the primary means of communication between business operators and consumers. A label affixed to product packaging is not merely a form of identification or a marketing tool; it constitutes information integral to the product, thereby serving as a basis for consumers when deciding which products to consume. Certain consumers such as those with celiac disease, gluten intolerance, or specific dietary requirements rely heavily on the accuracy and truthfulness of the information provided on product labels. Consequently, if a product labeled "gluten-free" does not actually meet that standard, the business operator may be held legally liable for violating consumers' rights to accurate, clear, and truthful information, as stipulated in the Consumer Protection Law (UUPK).

Failure to properly fulfill contractual obligations (performance) directly implicates consumer rights as outlined in Article 4, letter b of the Consumer Protection Law (UUPK), which grants consumers the right to obtain goods and/or services that align with their exchange value, as well as the promised conditions and guarantees. However, in practice, many business operators fail to fulfill their obligations, thereby causing losses to consumers. Discrepancies between the actual characteristics of a food product and the information provided on its "gluten-free" label are closely linked to Article 4, letter c of the UUPK, which asserts that consumers have the right to accurate, clear, and honest information regarding the condition and guarantees of goods and/or services. Furthermore, Article 4, letter h of the UUPK grants consumers the right to obtain compensation, indemnity, and/or replacement if the goods and/or services received do not conform to the agreement or fail to meet proper standards. Through Article 7, the UUPK mandates that business operators provide accurate, clear, and honest information regarding the condition of traded goods and provide compensation, indemnity, and/or replacement if the goods received by the consumer do not match the agreement.

If a traded product does not conform to the condition or promises stated on its label, the provisions of Article 8, Paragraph (1), letter f of the UUPK may be applied; this article prohibits business operators from producing and/or trading goods and/or services that do not align with promises made on labels, informational tags, advertisements, or sales promotions. This provision is relevant to the case of the "Bake n Grind" bakery, where the business operator promoted its products by labeling them as gluten-free and free from other allergens, thereby appealing to consumers based on specific health considerations.

Consumers with such health conditions relied on the health claims made by the business operator on the product labels. Consequently, if the promoted and labeled attributes do not match the product's actual condition, the business operator is deemed to be in violation of the provisions set forth in the UUPK. From the perspective of legal liability, the violation committed by the business actor may result in civil liability. As stipulated in Article 19 of the Consumer

Protection Law (UUPK), a business actor is liable to provide compensation for damage, pollution, and/or losses suffered by consumers as a result of consuming goods and/or services produced or traded by said actor. Such compensation may take the form of a refund, the replacement of goods and/or services with items of a similar type or equivalent value, or the provision of medical care and/or compensation payments in accordance with applicable laws and regulations. In the case of the "Bake n Grind" bakery where consumers suffered losses after consuming a product that proved inconsistent with the offered characteristics the business actor's liability could manifest as a refund or product replacement. If health-related losses are proven to be linked to the consumption of the product, medical treatment costs may also be considered part of the damages subject to Article 19 of the UUPK.

Article 28 of the UUPK is also relevant to the legal liability of business actors; it stipulates that the burden of proving the presence or absence of fault in a claim for compensation under Article 19 rests with the business actor. This provision indicates a specific regulatory approach regarding the burden of proof in consumer protection law specifically, a shift of the burden of proof onto the business actor in certain compensation cases. Consequently, this provision can be linked to the principle of the presumption of liability. The principle of the presumption of liability essentially places the business actor in a position of assumed liability until they can prove their innocence. Under this principle, the burden of proving the presence or absence of fault within the scope defined by the UUPK falls upon the business actor. This regulatory mechanism is intended to protect consumers, who generally face limitations in obtaining and mastering information regarding the goods produced or traded by business actors. This principle concerns the burden of proof regarding the element of fault in a claim for compensation as referred to in Article 19 of the Consumer Protection Law (UUPK). Therefore, the consumer must still demonstrate the basis for the loss and the connection between the traded goods and the loss suffered. The principle of presumption of liability provides an opportunity upon the business operator to prove that they did not commit any wrongdoing or that the loss alleged by the consumer did not arise as a result of the product being traded.

The provisions contained in Article 19 of the Consumer Protection Law (UUPK) stipulate that business actors bear responsibility for consumer losses arising from information discrepancies regarding food products labeled "gluten-free," as follows:

1. Business actors are responsible for providing compensation for damage, contamination, and/or consumer losses resulting from the consumption of goods and/or services produced or traded by them.
2. Compensation as referred to in Paragraph (1) may take the form of a refund, replacement with goods and/or services of a similar type or equivalent value, or

medical treatment and/or the provision of indemnity in accordance with applicable laws and regulations.

3. Compensation must be provided within a period of 7 (seven) days following the date of the transaction.
4. The provision of compensation as referred to in Paragraphs (1) and (2) does not preclude the possibility of criminal prosecution based on further proof regarding the existence of fault.
5. The provisions referred to in Paragraphs (1) and (2) do not apply if the business actor can prove that the fault lies with the consumer.

Information discrepancies regarding food products labeled "gluten-free" are linked to food safety a consumer right and the obligation of business actors to guarantee the products they trade. In addition to the UUPK provisions requiring business actors to ensure the accuracy of label information, Article 100 of the Food Law mandates that every label on traded food must contain accurate and non-misleading information, and prohibits any person from providing false and/or misleading information or statements on a label. Furthermore, Article 101 Paragraph (2) states that any person who declares on a traded food label that the product meets a specific claim is responsible for the veracity of that claim. Information discrepancies regarding food products labeled "gluten-free" constitute not only an issue of fulfilling the consumer's right to information but also a matter concerning public health. As stipulated in Article 147 of the Health Law, any person producing food and beverages is prohibited from providing false and/or misleading information or statements regarding the product whether such information appears on the label or is conveyed through product advertisements. This prohibition exists because food is a product consumed directly by humans; consequently, the safety, quality, and information regarding food characteristics are directly linked to the protection of consumer health.

### **Dispute Resolution Options Available to Consumers Regarding Information Discrepancies on "Gluten-Free" Labeled Food Products**

Based on Article 1, Point 8 of the Decree of the Minister of Industry and Trade of the Republic of Indonesia Number 350/MPP/Kep/12/2001 concerning the Implementation of Duties and Authority of the Consumer Dispute Resolution Agency, a consumer dispute is defined as a dispute between a business actor and a consumer who seeks compensation for damage, contamination, and/or losses suffered as a result of consuming goods or utilizing services. Such disputes typically originate from a situation where one party feels aggrieved by another. Consumer disputes may arise from consumer dissatisfaction with a product or from losses experienced by the consumer due to the use or consumption of goods and/or services.

Consumer disputes are classified into three (3) types:

#### **1. Contract Disputes**

These are disputes occurring between business actors and consumers caused by factors such as a lack of mutual understanding regarding the contract's content or interpretation, or a breach of contract (default).

#### **2. Product Disputes**

These disputes usually arise when there is a discrepancy between the product received by the consumer and what was

promised by the business actor. A primary cause of product disputes is a product defect whether a design defect, manufacturing defect, or instructional defect. Beyond product defects, disputes can also arise from misleading advertising or promotions. Business actors sometimes make exaggerated claims or labels resulting in inaccuracies regarding their products in an effort to attract consumer interest.

### 3. Service Disputes

These disputes arise when consumers are dissatisfied with the quality or process of the service provided by a service provider. Common grounds for complaints include delays, failure to meet consumer expectations, a lack of responsiveness, or even an unfriendly attitude on the part of the service provider. Disputes can arise from discrepancies between what a service provider promises and what a consumer receives, leading to ambiguity or misunderstandings regarding agreed-upon terms.

Consumers, who are often at a disadvantage, require legal protection that essentially places them on an equal footing with business operators. However, the application of such protection must be grounded in the principle of equitable fairness. According to Article 1, Paragraph (1) of the Consumer Protection Law (UUPK), consumer protection encompasses all efforts to ensure legal certainty in safeguarding consumers. From a consumer protection perspective, legal certainty represents a state guarantee that consumer rights regarding the acquisition of goods and/or services will be fulfilled. This guarantee is outlined in Article 4 of the UUPK and is realized by ensuring consumers have the right to comfort, security, and safety; the right to choose goods and/or services based on their needs and interests; the right to accurate information, consumer guidance and education, and proper service; and the right to access dispute resolution mechanisms in the event of a loss.

Fundamentally, consumer disputes arise when there is a discrepancy between the actual condition of the goods received by the consumer and the information, guarantees, or characteristics provided by the business operator. In the case of the "Bake n Grind" bakery, a dispute arose due to a discrepancy between the information regarding a "gluten-free" product and the results of independent laboratory testing; the testing detected gluten content, although the specific quantity (in mg/kg) was not stated. Consequently, these results cannot definitively prove that the gluten content exceeded the 20 mg/kg limit required to justify a "gluten-free" claim on food products. Instead, the test results are best viewed as preliminary or supporting evidence indicating a suspected discrepancy between the product and the claim made about it.

Such non-conformity remains relevant from the perspective of consumer protection law because consumers have the right to obtain goods that match the promised condition and warranty, as well as the right to receive accurate, clear, and honest information regarding the goods purchased. These rights are stipulated in Article 4, letters b and c, of the Consumer Protection Law (UUPK). As mandated by Article 7 of the UUPK, business actors are obligated to provide accurate, clear, and honest information regarding the condition and warranty of goods and to guarantee the quality of the goods produced or traded. Furthermore, Article 8 of the UUPK prohibits business actors from

trading goods that do not conform to the condition, warranty, quality, composition, or special features stated on the label, tag, description, advertisement, or promotion of the goods.

Consumers who suffer losses may, pursuant to the provisions of Article 45 of the UUPK, pursue dispute resolution pathways through the general court system (litigation) or through institutions tasked with resolving disputes (out-of-court). Article 45 of the UUPK regulates dispute resolution, stating that:

1. Any aggrieved consumer may file a claim against a business actor through an institution tasked with resolving disputes between consumers and business actors or through the general court system.
2. Consumer dispute resolution may be pursued through the courts or out-of-court, based on the voluntary choice of the disputing parties.
3. Out-of-court dispute resolution as referred to in Paragraph (2) does not eliminate criminal liability as stipulated by law.
4. If an out-of-court consumer dispute resolution method has been selected, a lawsuit through the courts may only be pursued if that method is declared unsuccessful by one or all of the disputing parties.

#### a. Dispute Resolution through the Courts

Dispute resolution conducted through the courts is known as litigation; this is a dispute resolution mechanism pursued through court proceedings wherein the authority to manage and adjudicate the matter is exercised by a judge. In the litigation process, disputing parties appear directly before the court to defend their respective rights and interests. Dispute resolution through litigation ultimately results in a "win-lose" outcome, where one party is declared the winner while the other is declared the loser. Litigation procedures are formal and technical in nature; parties must adhere to rules and schedules established by the court, including the drafting of legal documents, the submission of evidence, and attendance at court hearings.

Under Article 45 Paragraph (1) of the Consumer Protection Law (UUPK), any aggrieved consumer may sue a business actor either through an institution tasked with resolving disputes between consumers and business actors or through the general court system. Pursuant to Article 46 of the UUPK, the right to file a lawsuit regarding a violation by a business actor may be exercised by:

1. An aggrieved consumer or their respective heirs;
2. A group of consumers sharing a common interest;
3. A qualifying non-governmental consumer protection organization specifically a legal entity or a foundation whose articles of association explicitly state that its purpose is consumer protection and which has conducted activities in accordance with said articles;
4. The government and/or relevant agencies, in cases where the consumed or utilized goods and/or services have caused significant material loss and/or resulted in a substantial number of victims.

Consumer dispute resolution through the judicial system is permissible only if:

1. The parties have not opted for an out-of-court consumer dispute resolution mechanism; or
2. Out-of-court consumer dispute resolution efforts have been declared unsuccessful by one or all of the disputing parties.

Pursuant to Article 48 of the Consumer Protection Law (UUPK), judicial resolution of consumer disputes is governed by the prevailing regulations on general courts, subject to the provisions of Article 45 of the UUPK. The process in the District Court mirrors that of a standard civil lawsuit filed within the jurisdiction of the District Court where the consumer resides seeking compensation for damages arising from either a tort (unlawful act) or a breach of contract that resulted in injury, death, or financial loss to the consumer.

Civil cases in court may conclude in one of two ways: through a settlement reached during the proceedings or via a judicial ruling. If the dispute is resolved amicably during the proceedings, the resolution is achieved through mediation involving a third-party mediator. A successful mediation resulting in an amicable agreement is formalized in a settlement deed. Conversely, if settlement efforts fail, the court proceedings continue until a judicial ruling is issued.

#### **b. Out-of-Court Dispute Resolution**

Out-of-court dispute resolution is often referred to as non-litigation. Non-litigation resolution prioritizes the principles of deliberation to reach a consensus and a familial approach. Article 47 of the Consumer Protection Law (UUPK) explains that out-of-court dispute resolution is:

"The resolution of consumer disputes outside of court is conducted to reach an agreement regarding the form and amount of compensation and/or regarding specific actions to ensure that the loss suffered by the consumer does not recur."

Regarding the agreement formed during the non-litigation dispute resolution process, the final outcome is a decision based on a mutual agreement beneficial to both parties, known as a "win-win solution."

Out-of-court dispute resolution serves as an alternative method for resolving disputes in other words, reaching an agreement taking the form of mediation or conciliation facilitated by the Consumer Dispute Resolution Agency (BPSK). If the parties reach a settlement agreement through mediation or conciliation, a settlement deed is submitted to the general court for ratification. Consumers who feel their rights have been violated and have suffered losses may submit a request for consumer dispute resolution to the BPSK.

According to Article 1 point 11 of the UUPK, the Consumer Dispute Resolution Agency (BPSK) is the body tasked with handling and resolving disputes between business actors and consumers. Consequently, consumers who have suffered losses due to inconsistent information on food products labeled "gluten-free" may seek consultation and file a complaint with the BPSK. As an institution with the function of protecting consumers, and pursuant to Article 52 of the UUPK, the BPSK has duties and authorities that include:

- a. Handling and resolving consumer disputes through mediation, arbitration, or conciliation;
- b. Providing consultation on consumer protection;
- c. Supervising the inclusion of standard clauses;
- d. Report to public investigators any violations of the provisions of this Law;
- e. Receive complaints whether written or oral from consumers regarding violations of consumer protection;
- f. Conduct inquiries and examinations regarding consumer protection disputes;

- g. Summon business actors suspected of having committed violations of consumer protection;
- h. Summon and present witnesses, expert witnesses, and/or any person deemed to have knowledge of a violation of this Law;
- i. Request assistance from investigators to bring in business actors, witnesses, expert witnesses, or any persons referred to in letters g and h who are unwilling to comply with a summons from the BPSK;
- j. Obtain, examine, and/or evaluate letters, documents, or other evidence for the purpose of inquiry and/or examination;
- k. Decide and determine whether or not a loss has been suffered by the consumer;
- l. Notify the business actor who committed the violation of consumer protection of the decision;
- m. Impose administrative sanctions on business actors who violate the provisions of this Law.

In resolving consumer disputes, the BPSK is authorized to form a panel consisting of an odd number of members comprising representatives from the government, consumers, and business actors with a minimum of 3 (three) and a maximum of 5 (five) members.

Regulations governing consumer dispute resolution are set forth in Minister of Trade Regulation Number 17/M-DAG/Per/4/2007 concerning the Duties and Authorities of the Consumer Dispute Resolution Body (BPSK) and the Procedures for Consumer Dispute Resolution. Filing a claim for consumer dispute resolution through the BPSK requires meeting four (4) criteria stipulated in Article 11, namely:

- a. The plaintiff has suffered material loss;
- b. The claim is filed by an end consumer;
- c. The claim is not currently being processed by another BPSK and/or a court of law, as stated in a declaration by the plaintiff; and
- d. The claim has not previously been adjudicated by another BPSK and/or a court of law, as stated in a written declaration by the plaintiff.

Consumers acting as plaintiffs who have suffered a loss may file a consumer dispute resolution claim with the BPSK secretariat, either in writing or orally. Parties entitled to file a claim include the plaintiff (consumer), or their heirs and authorized representatives in cases where the consumer is deceased, ill, a foreign national, a minor, or under guardianship. Claims filed in writing via the BPSK secretariat will be issued a proof of receipt, whereas claims filed orally must be signed or thumbprinted by the plaintiff and will also be issued a proof of receipt by the secretariat.

The filed claim must contain the data and information stipulated in Article 14, as follows:

1. Identity of the plaintiff, accompanied by proof of identity;
2. Identity of the defendant;
3. Subject matter of the claim;
4. Proof of acquisition of goods and/or services (such as a sales slip, invoice, receipt, or other evidence);
5. Place and date of acquisition of the goods and/or services or of the incident in question;
6. Material loss suffered by the plaintiff.

Consumer dispute resolution is governed by Minister of Trade Regulation Number 17/M-DAG/Per/4/2007

concerning the Duties and Authorities of the Consumer Dispute Resolution Body (BPSK) and the Procedures for Consumer Dispute Resolution, which classifies three methods of dispute resolution, namely:

### 1. Conciliation

Conciliation is an out-of-court consumer dispute resolution process wherein the parties, assisted by the Panel, reach an agreement regarding the form and amount of compensation. Acting as an intermediary in the conciliation of the dispute between the parties, the BPSK pursuant to Article 16 is tasked with:

- a. Summoning the disputing consumer and business actor;
- b. Summoning witnesses and expert witnesses if necessary;
- c. Providing a forum for the disputing consumer and business actor;
- d. Answering questions from the consumer and business actor regarding laws and regulations in the field of consumer protection.

The principles governing the conciliation procedure for consumer disputes are as follows:

- a. The Panel fully entrusts the dispute resolution process to the consumer and business actor involved, regarding both the form and amount of compensation;
- b. The Panel acts passively as a conciliator; and
- c. The Panel accepts the outcome of the deliberations between the consumer and business actor by issuing a decision.

### 2. Mediation

Mediation is an out-of-court consumer dispute resolution process undertaken when the parties have failed to resolve the dispute through conciliation; in this process, the parties are assisted by the Panel to reach an agreement regarding the form and amount of compensation. In dispute resolution via mediation, the Panel is required to play an active role in facilitating a settlement between the disputing parties and providing advice or recommendations regarding the resolution of the consumer dispute in accordance with laws and regulations on consumer protection. Pursuant to Article 17, the mechanism employed for dispute resolution via mediation is as follows:

- a. The Panel leaves the dispute resolution process entirely to the consumer and the business actor concerned, regarding both the form of resolution and the compensation;
- b. The Panel acts actively as a mediator by providing advice, guidance, suggestions, and other measures to resolve the dispute; and
- c. The Panel accepts the outcome of the deliberations between the consumer and the business actor and issues a decision.

### 3. Arbitration

Arbitration is a process for resolving consumer disputes outside of court, conducted by a Panel that issues a Panel Decision following conciliation and mediation efforts.

Dispute resolution via arbitration is decided by a third party an arbitrator jointly appointed by the disputing parties. In the arbitration process, the Panel established by the BPSK plays an active role in reconciling the disputing parties through two methods:

- a. Providing explanations to the disputing parties regarding the laws and regulations concerning consumer protection; and
- b. Providing an opportunity for each disputing party to explain the matters in dispute.

Arbitration proceedings must be based on the parties' agreement that a dispute will be resolved through arbitration. If the parties choose to resolve a dispute via arbitration after the dispute has arisen, that agreement must be set forth in a written contract signed by the parties. If the parties are unable to sign such a written contract, the agreement must be executed in the form of a notarial deed. The existence of a written arbitration agreement precludes the parties from submitting the dispute or disagreement arising from the contract to a District Court.

Regarding the enforcement of an arbitration award under Law Number 30 of 1999 concerning Arbitration and Alternative Dispute Resolution, the arbitrator or arbitral tribunal renders an award that must be pronounced no later than 30 (thirty) days after the close of proceedings. Within a maximum of 14 (fourteen) days of receiving the award, the parties may request the arbitrator or arbitral tribunal to correct administrative errors and/or to add to or reduce the scope of the award. An arbitration award may be enforced once it has been registered by the arbitrator or their representative with the clerk of the District Court and endorsed with an order by the Chief Judge of the District Court. The arbitration award is final, possesses permanent legal force, and is binding upon the parties.

### Conclusion

The legal liability of a business actor toward a consumer regarding information discrepancies on "gluten-free" labeled food products such as in the Bake n Grind bakery case entails providing compensation for damages, contamination, and losses suffered by the consumer as a result of consuming the goods and/or services produced or traded. Such information discrepancies arise when a business actor violates regulations concerning the provision and/or trading of products as stipulated in the Consumer Protection Law (UUPK). A business actor who fails to fulfill obligations under Article 4 (letters b and c) and Article 7 (letter b) of the UUPK thereby violating Article 8 Paragraph (1) is required to provide compensation pursuant to Article 19 of the UUPK; this may take the form of a refund, replacement with goods and/or services of a similar kind or equivalent value, or the provision of medical care and/or financial compensation. Establishing this liability involves the application of the "presumption of liability" principle as set forth in Article 28 of the UUPK, while still affording the business actor the opportunity to prove their innocence.

Regarding information discrepancies on "gluten-free" labeled food products, consumers may pursue dispute resolution through two avenues as stipulated in Article 45 Paragraph (2) of the UUPK: via the court system (litigation) or out-of-court through the Consumer Dispute Settlement Agency/BPSK (non-litigation). Consumers have the right to choose between litigation and non-litigation methods, subject to the agreement of the disputing parties. Under Article 48 of the UUPK, court-based dispute resolution is governed by prevailing general court regulations, whereas out-of-court resolution may be conducted through conciliation, mediation, or arbitration involving the BPSK.

## References

1. Anggareta PC. Gluten Free Product Tepung Singkong Sebagai Alternatif Pembuatan Dessert Box Pandan. *Jurnal Mahasiswa Pariwisata dan Bisnis*,2022;9:2301.
2. Annaba RA, Susilowati, Suwandono A. Tanggung Jawab Pelaku Usaha Atas Pencantuman Informasi Tidak Benar Berdasarkan Undang-Undang Perlindungan Konsumen. *Comserva: Jurnal Penelitian dan Pengabdian Masyarakat*,2023;7:2717.
3. Apriani R. Perlindungan Konsumen Terhadap Informasi Komposisi Kandungan Yang Tercantum Pada Kemasan Pangan Di Karawang. *Jurnal de Jure*,2019;1:39.
4. Abdul A, Apriani R. Buku Ajar Hukum Perlindungan Konsumen. Sleman. Budi Utama, 2019.
5. Barkatullah AH. Hak-hak Konsumen. Bandung. Nusa Media, 2019.
6. Debora, Anggusti M. Perlindungan Hukum Bagi Konsumen Terhadap Pemberian Label Gizi Yang Tidak Sesuai Dengan Mutu Pada Produk Pangan Olahan. *PATIK: Jurnal Hukum*,2018;03:165.
7. Dewi RS. Penyelesaian Sengketa Konsumen dari Perspektif Hukum Perlindungan Konsumen. Kalimantan Selatan. Ruang Karya, 2024.
8. Handayani VV. Gluten Bisa Berbahaya bagi Kesehatan, Ini Penjelasannya. Diakses melalui <https://share.google/zPU0dMS10hmzUkKRs>, 2020.
9. Hassan HF, Mourand L, Khatib N, Assi R, Akil S, El Khatib S, et al. Perception Towards Gluten Free Products Among Consumers: A Narrative Review. *Journal Elsevier*,2024;2:1.
10. Ikhsani DV, Amir D. Tanggung Jawab Pelaku Usaha Terhadap Konsumen Atas Iklan Yang Menyesatkan Ditinjau Dari Undang-Undang Perlindungan Konsumen. *Zaaken: Journal of Civil and Bussiness Law*,2022;1:81.
11. Rawan S, Guntara D, Abas M. Penyelesaian Sengketa Konsumen Dan Kepastian Hukum Putusan Badan Penyelesaian Sengketa Konsumen. *Collegium Studiosum Journal*,2023;2:373.
12. Kristiyanti CTS. Hukum Perlindungan Konsumen. Jakarta. Sinar Grafika, 2008.
13. Marzuki PM. Penelitian Hukum. Jakarta. Kencana, 2023.
14. Muhammad DW, Al Kautsar I, Latifah E. Pencantuman Label Alergen Dalam Pelabelan Produk Pangan Sebagai Bentuk Perlindungan Konsumen. *Jurnal Hukum Ius Quia Iustum*,2023;2:433.
15. Nisantika R, Maharani NLPES. Penyelesaian Sengketa Konsumen Oleh Badan Penyelesaian Sengketa Konsumen (BPSK). *Jurnal Locus Delicti*,2021;1:54.
16. Nugroho F, Harahap AR. Hukum Perlindungan Konsumen. Yogyakarta. Bintang Pustaka Madani, 2024.
17. Pandie PMP, Aloysius S, Jacob YMY. Perlindungan Hukum Bagi Konsumen Dalam Pencantuman Label Pangan Menurut Undang-Undang Nomor 8 Tahun 1999 tentang Perlindungan Konsumen. *Jurnal Ilmu Hukum dan Tata Negara*,2024;1:174.
18. Gintari PS, Munarko H, Jariyah, Winarti S, Wahyusi KN. Sosialisasi Manfaat Biskuit Bebas Gluten Bagi Kesehatan di UD Sofia Cookies Wiyung, Surabaya. *Jurnal pengabdian Pelitabangsa*,2022;2:30.
19. Prayuti Y, et al. Analisis Tanggung Jawab Pelaku Usaha Atas Barang Tidak Sesuai Komposisi: Perspektif Pasal 62 Undang-Undang Perlindungan Konsumen No. 8 Tahun 1999. *Jurnal Hukum dan Legislasi Kontemporer*,2025;1:31.
20. Rayesa NF, Ali DY. Sikap Konsumen Produk Berlabel Gluten-Free. *Jurnal Ekonomi Pertanian dan Agribisnis (JEPA)*,2022;4:1685.
21. Salim, Suriyati C. Tanggung Jawab Pelaku Usaha Atas Produk cacat Dalam Perspektif Hukum Perlindungan Konsumen. *Battuta-Jurnal Ilmu Hukum*,2025;1:1.
22. Santi DO, Efendi A. Penelitian Hukum (Legal Research). Jakarta. Sinar Grafika, 2014.
23. Siloam Hospital. Penyakit Celiac-Penyebab, Gejala, dan Cara Mengobati. Diakses melalui <https://www.siloamhospitals.com/informasi-siloam/artikel/apa-itu-penyakit-celiac>, 2025.
24. Siregar SP. Kepastian Hukum Perlindungan Konsumen Sesuai Dengan Ketentuan Undang-Undang Perlindungan Konsumen. *Journal of Law, Administration, and Social Science*,2024;2:232.
25. Sunur IC. Makanan Yang Mengandung Gluten Berbahaya? Ini Faktanya. Diakses melalui <https://www.alodokter.com/makanan-yang-mengandung-gluten-berbahaya-ini-faktanya>, 2026.
26. Widiarty WS. Metode Penelitian Hukum. Yogyakarta. Publika Global Media, 2024.
27. Zia H, Saleh K. Eksistensi Badan Penyelesaian Sengketa Konsumen dalam Menyelesaikan Sengketa Konsumen di Indonesia. *Datin Law Jurnal*,2022;1:79.