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**NORMATIVE STUDY OF VIOLATIONS OF CONSUMER RIGHTS IN  
THE PRACTICE OF FUEL PACKAGING: PERSPECTIVE OF LAW NO.  
8 YEAR 1999**

**Husnia Hilmi Wahyuni.<sup>1</sup> Faisal Afda'u.<sup>2</sup> Ridho Sadillah Ahmad.<sup>3</sup>**

Faculty of Law, 17 August 1945 Semarang University.<sup>1,2</sup>

Faculty of Law, Darul Ulum Islamic Center Sudirman GUPPI University.<sup>3</sup>

Email: [husnia-hilmiwahyuni@untagsmg.ac.id](mailto:husnia-hilmiwahyuni@untagsmg.ac.id)

**ABSTRACT**

This research aims to normatively examine the violations of consumer rights in the practice of fuel adulteration carried out by unscrupulous individuals within PT Pertamina Patra Niaga. This practice not only harms consumers economically and in terms of safety but also violates the statutory provisions that guarantee consumer protection. The method used is normative legal research with a statutory approach and literature review. The findings indicate that the practice of fuel adulteration constitutes a violation of Law Number 8 of 1999 concerning Consumer Protection, particularly the right to comfort, safety, and security in consuming goods and/or services. Furthermore, this action can also be classified as a criminal offense due to endangering public interests. Therefore, strict law enforcement and closer supervision of fuel distribution and processing are necessary to ensure the protection of consumer rights.

**Keywords:** Consumer Rights. Fuel Adulteration. Legal Protection.

**1. Introduction**

Fuel Oil (BBM) is a strategic commodity that has a significant influence on the economy and welfare of the Indonesian people<sup>2</sup>. The availability and quality of fuel is an important factor in supporting various economic activities, transportation, and meeting daily needs<sup>3</sup>. Through a subsidiary of PT Pertamina (Persero), PT Pertamina Patra Niaga is mandated by the state to manage and distribute fuel to the public. PT Pertamina has a big responsibility as a State-Owned Enterprise (BUMN) in ensuring the availability and quality of fuel distributed throughout Indonesia. However, in recent times a

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<sup>2</sup> Gusthyta Putri Nabila, Muhammad Sultan Mubarok, and Muhammad Taufiq Abadi, 'Dampak Kenaikan Harga Bahan Bakar Minyak (BBM) Terhadap Anggaran Keluarga Di Batang', *Jurnal Sahmiyya* 2, no. 2 (2023): 393–401.

<sup>3</sup> Mala Fransisca Oktaviana, Dedi Wijayanto, and Tri Wahyudi, 'Pengaruh Social Marketing Campaign Terhadap Keputusan Konsumen Bertransaksi Menggunakan App Mypertamina Di Pontianak', *Jurnal TIN* 5, no. 1 (2021).

phenomenon of public unrest has emerged regarding the alleged practice of copying Pertamax type fuel (RON 92) with Pertalite type fuel (RON 90) by individuals at PT Pertamina Patra Niaga <sup>4</sup>. The Attorney General's Office revealed allegations of corruption in the form of irregularities in the management of crude oil imports and refinery products carried out by PT Pertamina Subholding and Cooperation Contractors (KKKS) during 2018-2023. This alleged practice has resulted in state losses of IDR 193.7 trillion, with potential losses reaching IDR 950 trillion when calculated from 2018 <sup>5</sup>.

The practice of fuel copying is basically the act of mixing two or more types of fuel with different qualities, which results in a decrease in the quality of the fuel. In the context of this case, the mixing of Pertamax (RON 92) with Pertalite (RON 90) resulted in a decrease in the octane number of the fuel sold to consumers. It should be understood that the octane number is an important parameter that indicates the quality of fuel, and its decrease can have a serious impact on the performance and durability of motor vehicle engines, where the use of fuel with a lower RON than recommended can cause knocking in the engine, decreased acceleration, increased fuel consumption, and damage to engine components in the long term <sup>6</sup>. This is certainly detrimental to consumers who have paid the price of Pertamax but get fuel with inappropriate quality.

Legally, the practice of fuel copying is an act that violates serious business ethics, violates consumer rights and violates the provisions in various laws and regulations that have been established <sup>7</sup>. The practice of fuel bootlegging not only causes financial losses, but also has the effect of

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<sup>4</sup> FMIPA Unesa, 'Kasus BBM Oplosan Pertamina: Mengungkap Modus Dan Dampak Nilai Oktan Bagi Kendaraan', *Universitas Negeri Surabaya*, 2025.

<sup>5</sup> Hanifah Dwi Jayanti, 'YLKI : Konsumen Bisa Gugat Pertamina Terkait Dugaan Korupsi Tata Kelola Minyak Mentah', *Hukum Online*, 2025.

<sup>6</sup> Dani Hari Tunggal Prasetyo et al., 'Pengaruh Nilai Ron Pada Bahan Bakar Jenis Bensin Terhadap Emisi Gas Buang', *CERMIN: Jurnal Penelitian* 6, no. 2 (2022): 561, <https://doi.org/10.36841/cermin.unars.v6i2.2446>.

<sup>7</sup> Dimas Rizky Ramadhan, *Perlindungan Hukum Konsumen Gas Rumah Tangga Atas Perilaku Pengoplosan Gas LPG Non Subsidi Studi Atas Putusan Nomor 1192/Pid.LH/2017/PN.Rap* (Jakarta: Fakultas Syariah Dan Hukum Universitas Islam Negeri Syarif Hidayatullah, 2022).

damaging public trust. Law No. 8/1999 on Consumer Protection (UUPK) is the main basis for examining violations of consumer rights in this case as stated in Article 4 of the UUPK that consumers have “*the right to comfort, security, and safety in consuming goods and/or services, as well as the right to correct, clear, and honest information about the conditions and guarantees of goods and/or services*”. The practice of fuel mixing clearly violates these two rights, because consumers do not get the product as informed and paid for.

Similarly, research conducted by Helmi Yusnita revealed that the practice of fuel copying is a form of fraud that violates the principles of fair business practice. The research shows that law enforcement against fraudulent practices in fuel distribution still faces various challenges, including proof, weak supervision, and low sanctions imposed on perpetrators<sup>8</sup>. Research conducted by Edi Wahjuni also highlights the importance of corporate liability in cases of consumer rights violations. Although violations are committed by unscrupulous employees, corporations can still be held liable based on the principle of vicarious liability or *respondeat superior*, where the corporation is responsible for the actions of its employees within the scope of their work<sup>9</sup>.

Government Regulation No. 58/2001 on the Development and Supervision of the Implementation of Consumer Protection comprehensively emphasizes the strategic role of the government in conducting systematic supervision of business actors to ensure the fulfillment of quality standards of products circulating in the market. This regulation is not merely an administrative document, but a fundamental instrument aimed at protecting consumer interests through a strict and continuous monitoring mechanism. The inspection mechanism in the context of fuel distribution includes a series of inspection stages starting from the production process, transportation, storage, to the final distribution stage to various filling stations and end

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<sup>8</sup> Helmi Yusnita, ‘Kelebihan Pembayaran Di SPBU Dalam Kajian Filsafat Hukum Islam’, *NALAR FIQH: Jurnal Hukum Islam* 14, no. 1 (2023): 44–58, <https://doi.org/10.30631/nf.v14i1.1376>.

<sup>9</sup> Edi Wahjuni, Nuzulia Kumala Sari, and Reston Sipta Sihite, ‘Perlindungan Hukum Terhadap Konsumen Atas Kerugian Pengisian Bahan Bakar Minyak Di Spbu Bungkul Kabupaten Indramayu’, *Mimbar Yustitia* 6, no. 1 (2022): 1–19, <https://doi.org/10.52166/mimbar.v6i1.3167>.

consumers. However, in practice there are still various weaknesses in the national fuel distribution monitoring system. According to research conducted by Wulandari, some of the fundamental weaknesses identified include limited supervisory resources, both in terms of quantity and competency qualifications of personnel on duty. In addition, the early detection system for fuel copying is still very limited, which has the potential to cause serious risks to fuel quality and health and environmental impacts<sup>10</sup>.

Starting from the above research, the Consumer Protection Law has provided a comprehensive legal framework to optimally protect consumer interests. In addition, Pertamina as an SOE is also bound by the principles of good corporate governance as stipulated in the Regulation of the Minister of SOEs Number PER-01/MBU/2011 on the Implementation of Good Corporate Governance in SOEs. These principles include transparency, accountability, responsibility, independence and fairness in running the company's operations, because the practice of fuel copying is clearly contrary to these principles and reflects the weakness of the company's internal control.

Legal issues based on the description above, there is a legal issue with a gap between das sein and das sollen. The rules of consumer protection law contained in the legislation in this study are a form of das sollen. While das sein in this study is found in the practice of fuel mixing that occurs in the community which violates the provisions of Article 4 letter a that consumers have "*the right to comfort, security and safety in consuming goods and/or services.*" So that problems arise that end up harming consumers directly and have an impact on public trust in PT Pertamina in national oil governance.

Based on this description, it is important to conduct a normative study on the violation of consumer rights in the practice of fuel copying by PT Pertamina Patra Niaga. This study not only aims to identify the forms of violations that occur based on Law No. 8 of 1999 concerning Consumer Protection, but also to analyze the form of legal protection for harmed

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<sup>10</sup> Wulandari Wulandari, Rulyusa Pratikto, and Elisabeth Dewi, 'Evaluasi Kebijakan Subsidi Bahan Bakar Minyak Solar Untuk Nelayan Kecil', *Jurnal Kebijakan Publik* 14, no. 1 (2023): 13, <https://doi.org/10.31258/jkp.v14i1.8175>.

consumers. The benefits of the study are expected to provide theoretical and practical contributions in efforts to enforce consumer protection law in the energy sector, especially in fuel distribution.

## **2. Research Method**

The method used in this study is normative juridical to examine the problem of violations of consumer rights in the practice of fuel copying by unscrupulous PT Pertamina Patra Niaga according to applicable laws and regulations, with a focus on Law No. 8 of 1999 concerning Consumer Protection and other related regulations. The approach used is a statute approach that explores various regulations and legal instruments that apply <sup>11</sup> as well as a conceptual approach that examines the theoretical framework and legal principles <sup>12</sup> related to consumer protection for the practice of popping fuel oil carried out by irresponsible parties within PT Pertamina Patra Niaga.

## **3. Results and Discussion**

### **3.1. Forms of Violation of Consumer Rights in the Practice of Fuel Shoplifting by PT Pertamina Patra Niaga Personnel in Review of Law No. 8 of 1999 concerning Consumer Protection**

The practice of fuel coupling begins with the obligation to fulfill domestic crude oil in the 2018-2023 period which prioritizes the supply of domestically sourced petroleum, as stated in Article 2 paragraph (1) of the Regulation of the Minister of Energy and Mineral Resources of the Republic of Indonesia Number 42 of 2018 concerning Priority Utilization of Petroleum, that "To Fulfill Domestic Needs based on PT Pertamina (Persero) and Business Entities Holding Petroleum Processing Business Licenses shall prioritize the supply of Petroleum originating from within the country". In addition, Article 2 paragraph (2) also states that "PT Pertamina (Persero) and Business Entities Holding Petroleum Processing

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<sup>11</sup> P. M. Marzuki, *Penelitian Hukum* (Jakarta: Kencana Prenada Media Group, 2017).

<sup>12</sup> Jonaedi Efendi, *Teori Dan Metodologi Penelitian Hukum Normatif* (Depok: Penadamedia Group, 2018).

Business Licenses must seek supplies of Petroleum from domestic Contractors before planning to import Petroleum.”

However, in reality, policy manipulation carried out by those who have authority in oil management has resulted in decreased refinery production. As a result, domestically produced oil is not able to be absorbed optimally, so that dependence on imported crude oil and refinery products is increasing. In the import procurement process, it was revealed that there was manipulation in determining the winner of the tender which was arranged to buy at an unreasonable price and violated the applicable provisions. This resulted in state losses of around IDR 193.7 trillion, which includes losses to domestic crude oil exports of IDR 35 trillion, as well as losses to crude oil imports through intermediaries of IDR 2.7 trillion, losses to fuel imports through intermediaries of IDR 9 trillion, losses due to compensation in 2023 of IDR 126 trillion, and losses from subsidies in 2023 of IDR 21 trillion <sup>13</sup>.

The practice of manipulation by mixing illegal fuel oil in crude oil corruption cases is carried out by purchasing fuel oil that has a Research Octane Number (RON) value of 90 or lower, where the fuel is purchased at a price that should be for RON 92 fuel, then the fuel is mixed or mixed with other ingredients. This practice means that buyers pay a premium price for a product that actually has a lower quality, where the fuel RON 90 is manipulated and sold as if it has a higher octane value, namely RON 92.

This mixing process is a form of fraud in the fuel trade. This is because the act of mixing has violated consumer rights which has an impact on both state losses and losses to the community. The forms of violation of consumer rights in this case are:

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<sup>13</sup> Hanifah Dwi Jayanti, ‘Dugaan Korupsi Tata Kelola Minyak Mentah PT Pertamina’, *Hukum Online*, 2025.

### 3.1.1. Violation of the Right to Comfort, Security, and Safety in Consuming Goods and/or Services (Article 4 Letter a):

The practice of Pertamax (RON 92) with Pertalite (RON 90) by PT Pertamina Patra Niaga is a violation of consumer rights stipulated in Law Number 8 of 1999 concerning Consumer Protection (UUPK). Thus, these actions harm consumers rights to choose goods and/or services and obtain goods and/or services that are not in line with the exchange rate and conditions and guarantees promised.

The fuel oil case clearly violates Article 4 letter a of Law No. 8/1999 on Consumer Protection, which states that consumers have "*the right to comfort, security, and safety in consuming goods and/or services*". Consumers have the right to obtain fuel with specifications that are in line with those purchased. This is because oppression results in a decrease in quality that can affect the performance of the vehicle engine, which in the long run can cause damage to the vehicle engine, endangering consumer safety. In addition, this practice creates uncertainty about the quality of fuel, which reduces consumer convenience. This is in line with several aspects contained in this article, namely:

- a. The safety aspect, in this case the fuel that is copied does not meet the predetermined standards, this is because consumers who are supposed to get fuel with RON 92 actually get lower quality. The manipulated fuel composition can cause damage to the vehicle engine, because it does not match the specifications required by the vehicle engine.

- b. Safety Aspects, the use of fuel that is modified so that it is not in accordance with standard vehicle specifications can pose safety risks such as fire or explosion due to an unstable fuel mixture. Sudden damage to the vehicle during use may also occur, endangering vehicle users on the road.
- c. Convenience aspect, fuel with RON 92 that is mixed with fuel with RON 90 or below will certainly have a lower quality, causing discomfort for consumers. This is because the fuel used is not in accordance with the standards and specifications of the vehicle will affect vehicle performance such as decreased vehicle performance, increased fuel consumption and in the long run has the potential to cause engine damage to the vehicle.

3.1.2. Violation of the Right to Obtain Goods and/or Services in Accordance with Exchange Value and Promised Conditions and Guarantees (Article 4 letter b):

The practice of fuel bootlegging has violated the provisions of Article 4 letter b of the Consumer Protection Law, which states that consumers have "*the right to choose goods and/or services and obtain these goods and/or services in accordance with the exchange rate and conditions and guarantees promised.*" Contrary to this provision, in this case consumers paid a higher price for Pertamax than Pertalite in the hope of getting the appropriate quality. However, the fuel bootlegging causes consumers not to get the promised quality, which violates the provisions contained in the article, namely:

a. Discrepancy with the exchange rate:

Consumers pay the price of fuel according to its type, which in this case the type of fuel purchased is Pertamax, but what is received is Pertamax (RON 92) which isoplos with fuel with RON below (Pertalite or Premium), so that the fuel received by consumers has an intrinsic value lower than the price paid. This creates an imbalance between the exchange rate paid and the quality of the product received by consumers.

b. Non-conformity with promised conditions:

RON 92 fuel that has been oplanted with fuel with a lower RON does not meet the quality specifications and standards that it should have. Thus, oplosan fuel has inconsistent or lower octane values.

c. Absence of quality assurance:

There is a violation of quality assurance in RON 92 fuel that is mixed with fuel with lower RON. As such, consumers are not getting a product with the quality assurance they should or that suits their vehicle's needs. In the case of oppression, consumers are not really given a real choice as the product sold is not the actual quality of the product chosen.

d. Non-fulfillment of product expectations:

Consumers purchase RON 92 fuel with the expectation of getting the quality of what they buy. Consumers expect a certain performance from their vehicles, but in reality they get a product with a quality that is below the price of

the product they purchased. RON 92 fuel that has been adulterated does not meet these expectations, so consumers do not get the benefits they should from the products they buy.

### 3.1.3. Violation of the Right to Correct, Clear, and Honest Information Regarding the Condition and Guarantee of Goods and/or Services (Article 4 letter c):

Consumers are entitled to accurate information regarding the type, quality and composition of the fuel they purchase. Fuel bootlegging causes a mismatch between the information provided (Pertamax RON 92) and the product received (a mixture of Pertamax and Peralite RON 90 or fuel products with RON below). The mixed fuel oil case has violated Article 4 letter c related to "*the right to correct, clear, and honest information about the condition and guarantee of goods and/or services*" which in this case there is a dishonest act regarding the quality of the fuel oil traded.

The fuel mixers do not disclose actual information about the composition of the fuel being sold intentionally. Consumers think they are buying fuel with the right quality and type, but what they receive is a manipulated fuel mixture. The perpetrator does not convey honestly that the fuel sold has a lower quality than it should be. Basically, consumers have the right to know about the accurate technical specifications of the fuel they buy. His also violates Article 7 letter b which states that "*the obligation of business actors is to provide correct, clear and honest information about the condition and guarantee of goods and/or services and provide explanations for use, repair and maintenance.*" The practice

of fuel copying carried out by unscrupulous business actors has violated their obligations in buying and selling transactions with consumers. Consumers suffer losses not only economically, but also from the safety aspect of product use, due to the non-fulfillment of their right to obtain correct, clear and honest information.

True, clear and honest information about the condition and guarantee of goods or services is a very important consumer right in providing clarity about the product to be purchased. This right serves to provide an accurate description of the product that consumers want, so that they can choose products according to the specifications they expect. Thus, consumers avoid losses that may arise due to a mismatch between the information received and the actual goods obtained<sup>14</sup>.

### 3.1.4. Violation of the Prohibition of Producing and/or Trading Goods and/or Services that Do Not Meet or Are Not in Accordance with Standards;

Article 8 paragraph (1) letter a of GCPL expressly states that “business actors are prohibited from producing and/or trading goods and/or services that do not meet or do not comply with the required standards and the provisions of laws and regulations.”

Decree of the Director General of Oil and Gas No. 3674K/24/DJM/2006 dated March 17, 2006 concerning Standards and Quality (Specifications) of Gasoline Fuel Oil Marketed Domestically, contains that Pertamax specifications related to the characteristics of the Research Octane Number are met with a minimum limit

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<sup>14</sup> Sapta Abi Pratama, ‘Perlindungan Hukum Terhadap Konsumen Atas Barang Tidak Sesuai Gambar Pada Transaksi Di Marketplace’, *Proceedings Conference National Conference on Law Studies (NCOL)* 2, no. 1 (2020): 182–99.

of 92.0 with RON units tested by ASTM D2699 Test Method. When there is a practice of copying RON 92 fuel mixed with RON 90 fuel or below, the fuel specifications are not in accordance with the standards set out in the Decree of the Director General of Oil and Gas. This action not only violates the Decree of the Director General of Oil and Gas No. 3674K/24/DJM/2006 but also a form of violation of Article 8 paragraph (1) letter a of the GCPL Law, because consumers do not get the economic value that should be from the fuel purchase transaction. In addition, the use of oplosan fuel can cause damage to the vehicle which requires additional repair costs.

These violations deprive consumers of their right to obtain goods in line with the promised exchange rate and conditions, which are basic principles related to fair and equal consumer transactions. The practice of fuel copying also contains elements of fraud against consumers, because consumers who are actually going to buy RON 92 fuel (Pertamax) with the expectation of getting products with quality according to standards, actually get products that have been copied or manipulated with lower quality fuel. Thus, consumers are economically disadvantaged because they have paid the same or even higher price for a lower quality product. In addition, in the long term, the vehicle will potentially incur additional costs to repair vehicle damage.

### **3.2. Forms of Legal Protection that Can Be Provided to Consumers who are harmed as a result of the Practice of Fuel Shoplifting by Unscrupulous PT Pertamina Patra Niaga**

There are two types of Legal Protection Means according to Philipus M. Hadjon, namely Preventive Legal Protection Means and Repressive Legal Protection Means<sup>15</sup>. Preventive Legal Protection is a form of preventive protection, which is given before a violation occurs. This means of protection is implemented through various laws and regulations designed with the aim of preventing violations. These regulations provide guidance in the form of signs and set clear boundaries for the community in carrying out their obligations. With this preventive protection, it is expected that potential violations can be minimized before they actually occur.

One form of legal protection of consumer interests that is carried out as a preventive effort against the consequences that may arise due to fuel copying, namely the need for standardization in measurement has an important role to ensure the truth and accuracy of measurement. There is a need for legal certainty and order in the use of various measurement components, including measuring units, unit standards, measurement methods, and Measuring, Measuring, Weighing, and Equipment (UTTP). The implementation of this standardization has a crucial function in ensuring the level of accuracy of the object being measured. With proper standardization, measurements can be made with a high level of accuracy, thus providing assurance of the measurement results. In addition, standardization also plays an important role in the aspect of quality control, because accurate measurements are a fundamental basis in determining the quality of a product or service, especially in this case

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<sup>15</sup> Edy Purwito, 'Konsep Perlindungan Hukum Konsumen Dan Tanggung Jawab Hukum Pelaku Usaha Terhadap Produk Gula Pasir Kadaluarsa Di Kota Surabaya', *Jurnal Magister Ilmu Hukum* 13, no. 1 (2023): 109–29, <https://doi.org/10.56943/dekrit.v13n1.152>.

related to fuel dosing <sup>16</sup>. In addition, it is necessary to standardize the quality of fuel marketed, implement a digital monitoring system to ensure fuel quality and periodic supervision and inspection to prevent the practice of fuel copying.

Consumer protection has a broader function than just preventive measures, as it also acts as a repressive instrument in resolving various problems related to consumer rights and obligations. Repressive forms of legal protection are present as a last resort applied through the imposition of sanctions such as fines, imprisonment, and other additional penalties. These sanctions are applied when there has been a dispute or violation of the law. The main purpose of this repressive mechanism is to resolve conflicts or violations committed by both business actors and consumers themselves.

Non-litigation mechanisms such as mediation, conciliation, and arbitration can be a form of legal protection for consumers without having to go through the judicial process. In addition, consumer legal protection can also be pursued through a litigation mechanism that involves settlement through the court <sup>17</sup> which both are carried out based on and pay attention to the provisions of Law Number 8 of 1999 concerning Consumer Protection.

### 3.2.1. Legal Protection of Indemnification, Compensation, and/or Replacement

The aspect of consumer protection consists of two main things, namely protection against discrepancies in the goods received with the agreement that has been made, as well as protection from conditions that can

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<sup>16</sup> Annisa Rahmah, 'Peran Pengawasan Kmetrologian Dalam Menjamin Kebenaran Penunjukkan Volume Takaran Pompa Ukur BBM Di SPBU Kota Samarinda', *Jurnal Hukum Islam Dan Perundang-Undangan* 8, no. 2 (2024): 83–112.

<sup>17</sup> Mik Imbah Arbaina and Fadoilul Umam, 'Penyelesaian Sengketa Ekonomi Syariah Dalam Kerangka Hukum Islam Dan Hukum Positif Di Indonesia', *Iqtishaduna: Jurnal Ilmiah Mahasiswa Hukum Ekonomi Syariah* 5, no. 2 (2024): 1–20.

harm the consumer<sup>18</sup>. This is in accordance with the provisions as stated in Article 1457 of the Civil Code that *“a sale and purchase agreement is an agreement by which one party binds himself to deliver an object and the other party to pay the promised price.”* If the goods delivered are not in line with what is agreed in the sale and purchase based on Article 1457 of the Civil Code, the buyer has the right to claim compensation or reject the goods, and the seller is obliged to guarantee the quality of the goods according to the agreement.

In line with this, the purpose of Law No. 8/1999 on Consumer Protection is to provide consumer protection from various forms of dishonest and potentially harmful business practices, and to ensure that consumers get products according to the promised specifications. The Consumer Protection Law has a role as a guideline and a strong legal basis for consumer protection in Indonesia. It regulates the rights and obligations of consumers and businesses, including the right to correct information, the right to security, and the right to compensation.

Article 4 letter h of the Consumer Protection Law states that consumers have *“the right to compensation, compensation and/or replacement, if the goods and/or services received are not in accordance with the agreement or not as they should be.”* This can also be applied to consumers who are harmed by fuel bootlegging to obtain compensation from business actors. The practice of fuel bootlegging is a serious violation of consumer rights as stipulated in Law Number 8 of 1999 concerning Consumer Protection, so that individuals who

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<sup>18</sup> Rosmawati, *Pokok-Pokok Hukum Perlindungan Konsumen* (Jakarta: Kencana, 2018).

are proven to carry out this practice must be dealt with firmly in order to provide accountability in accordance with applicable regulations.

There are several theories of responsibility in the event of an unlawful act, namely (1) Responsibility due to unlawful acts committed intentionally (intentional tort liability) causing a loss on the part of the defendant. (2) Responsibility due to unlawful acts committed due to negligence (negligence tort liability). (3) Absolute liability for unlawful acts without regard to fault (stirck liability), which is legal liability for unlawful acts without regard to the element of fault, including intentional or unintentional<sup>19</sup>.

Producer liability for products marketed by distributors in direct selling can be categorized into two types: contractual liability arising from agreements between the parties, and statutory liability arising from tort<sup>20</sup>. In relation to this case, the relevant types of liability of business actors are liability for tort or liability based on statutory provisions.

Statutory liability is imposed on individuals who commit unlawful acts, which acts cause harm to others. As such, it is the consequences of the unlawful act that give rise to the obligation for the perpetrator to be held personally liable. This liability applies regardless of whether the unlawful act was committed intentionally or

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<sup>19</sup> Rina Arum Prastyanti, 'Perlindungan Hukum Terhadap Konsumen Atas Barang Tiruan Grafik 1 : Data Penggunaan Dan Tingkat Penetrasi E-Commerce Di Indonesia' 2, no. 1 (2024).

<sup>20</sup> Gomgomie Andrew Hutagalung, T Keizerina Devi, and Dedi Harianto, 'Tanggungjawab Produsen Terhadap Kerugian Atas Produk Yang Dijual Melalui Sistem Penjualan Langsung (Direct Selling) Secara Multi Level', *Locus: Jurnal Konsep Ilmu Hukum* 3, no. 1 (2023): 1–10.

unintentionally, including situations where the harm arises from the perpetrator's lack of care or negligence.

There are 3 (three) main objectives of liability of business actors, namely prevention, risk distribution, and compensation or compensation <sup>21</sup>. The form of liability of business actors as stated in Article 19 paragraph (1) of the Consumer Protection Law is that "*Business actors are responsible for providing compensation for damage, pollution, and/or consumer losses due to consuming goods and / or services produced or traded.*" Article 19 paragraph (2) of the Consumer Protection Law states that "*compensation as referred to in paragraph (1) may be in the form of a refund or replacement of goods and/or services of a similar or equivalent value, or health care and/or compensation in accordance with the provisions of applicable laws and regulations.*"

Consumers who suffer losses due to fuel bootlegging, in accordance with Article 19 of the Consumer Protection Law, are entitled to compensation from businesses. The compensation can take the form of reimbursement of vehicle repair costs, as well as compensation for immaterial losses, and others. Thus, PT Pertamina Patra Niaga is obliged to provide civil liability by providing compensation to consumers who have suffered losses due to fuel tampering. Where the loss is not only in the form of mismatch of vehicle performance with expectations when buying fuel with a higher RON, or increased fuel consumption, but also long-term damage to the vehicle engine. The form of compensation

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<sup>21</sup> Ni Luh Dwik Suryacahyani Gunadi, Si Ngurah Ardhya, and Muhamad Jodi Setianto, 'Tinjauan Terhadap Kerugian Investor Di Pasar Modal Indonesia', *Komunikasi Yustisia* 5, no. 2 (2022): 558–74.

can be in the form of a refund or replacement of fuel with the appropriate quality.

PT Pertamina Patra Niaga can be relieved of liability if it can provide evidence that the error was the fault of the consumer, which in the case of fuel copying is very difficult to prove. If the smuggling is done by an individual, then PT Pertamina Patra Niaga is legally responsible for the actions taken by its employees (vicarious liability). However, if it is proven to be a company policy, PT Pertamina Patra Niaga as a corporation may be subject to administrative sanctions such as revocation of business license. This is contained in the provision in Article 19 paragraph (4) that "*The provision of compensation as referred to in paragraph (1) and paragraph (2) does not eliminate the possibility of criminal prosecution based on further proof of the existence of an element of guilt.*"

In relation to the practice of blending RON 92 fuel with lower RON, PT Pertamina Patra Niaga has a legal obligation to compensate consumers who suffer losses, as stipulated in Article 19 of the Consumer Protection Law. In addition to this compensation obligation, individuals involved in the copying may still potentially face criminal charges. However, the provision of compensation does not automatically eliminate the possibility of criminal prosecution if fault is later proven. However, this compensation obligation is waived if the business actor can prove that the fault lies entirely with the consumer.

### 3.2.2. Legal Protection Through Consumer Protection Institutions

Consumers are protected by their right to know precise and correct information about the quality and composition of fuel. Business actors, on the other hand, are responsible for providing clear information and must not mislead consumers with false information. Both consumers and business actors have a reciprocal relationship in the form of rights and obligations that must be fulfilled, which if business actors in conducting their business provide incorrect information, then consumers can file complaints to the National Consumer Protection Agency (BPKN) or other consumer protection institutions. In addition, complaints can also be submitted directly to PT Pertamina Patra Niaga through the available complaint channels.

The settlement of consumer disputes is regulated in Article of Law Number 8 of 1999 concerning Consumer Protection which states that "*(1) Every consumer who is harmed can sue a business actor through an institution in charge of resolving disputes between consumers and business actors or through a court that is in the general judicial environment. (2) Settlement of consumer disputes can be pursued through the court or outside the court based on the voluntary choice of the parties to the dispute. (3) Settlement of disputes outside the court as referred to in paragraph (2) does not eliminate criminal liability as provided for in the Act. (4) If out-of- court settlement of a consumer dispute has been chosen, a lawsuit through the court can only be pursued if the*

*settlement has been declared unsuccessful by one of the parties or by the parties to the dispute.”*

The settlement of consumer disputes based on this article does not preclude peaceful efforts between business actors and consumers. This family settlement effort is carried out directly by the two parties without involving the court or the Consumer Dispute Resolution Agency (BPSK), and remains in accordance with the provisions in the Consumer Protection Law <sup>22</sup>. This is emphasized in the explanation of Article 45 paragraph (2) of the Consumer Protection Law, which generally encourages peaceful settlement in every stage of the dispute process <sup>23</sup>.

Dispute resolution without going to court can be carried out in several ways, namely through arbitration or conciliation, where both parties must agree to this method first. If arbitration or conciliation does not result in an agreement, the disputing parties are obliged to resort to mediation <sup>24</sup>. In this mediation process, each party seeks to convey and convince the other party of the truth of their objectives or claims.

Aggrieved consumers can also settle through more concrete legal channels, namely by filing a lawsuit through legal channels, either individually or through a

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<sup>22</sup> Sarah. E. Sidiki, ‘Tugas Dan Wewenang Badan Penyelesaian Konsumen Berdasarkan Undang-Undang Nomor 8 Tahun 1999 Tentang Perlindungan Konsumen’ 5, no. 7 (2017): 124–32.

<sup>23</sup> Gunawan Widjaja and Ahmad Yani, *Hukum Tentang Perlindungan Konsumen* (Jakarta: PT. Gramedia Pustaka Utama, 2001).

<sup>24</sup> Sri Khayati, ‘Mekanisme Dalam Penyelesaian Sengketa Konsumen (Studi Di BPSK Prov Sultra Kota Kendari)’, *Arus Jurnal Sosial Dan Humaniora* 3, no. 3 (2023): 175–87, <https://doi.org/10.57250/ajsh.v3i3.283>.

class action lawsuit mechanism or a group lawsuit <sup>25</sup> against PT Pertamina Pertamina Patra Niaga. The filing of a lawsuit for alleged violations of the Fuel Shoplifting Practice is in accordance with the provisions of Article 46 paragraph (1) of the Consumer Protection Law which contains the provision that “*a lawsuit for violations of business actors can be carried out by (a) an aggrieved consumer or the heirs concerned, (b) a group of consumers who have the same interests, (c) a qualified non-governmental consumer protection organization, in the form of a legal entity or foundation, which in its articles of association expressly states that the purpose of establishing the organization is for the benefit of consumer protection and has carried out activities in accordance with its articles of association, or (d) the government and/or relevant agencies if the goods and/or services consumed or utilized result in large material losses and/or a large number of victims.”*

In order to obtain legal assistance during the lawsuit filing process, consumers have the option to request assistance from Non-Governmental Organizations (NGOs) engaged in consumer protection, as stated in Article 45 paragraph (1) of the Consumer Protection Law that “*every consumer who is harmed can sue the business actor through an institution in charge of resolving disputes between consumers and business actors or through a court that is in the general judicial environment.*” The filing of the lawsuit can be done by consumers who feel harmed by collecting evidence that

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<sup>25</sup> Sultan Khairul Fawaz and Fauziah Lubis, ‘Penyelesaian Sengketa Konsumen Melalui Gugatan Kelompok (Class Action)’, *Quantum Juris: Jurnal Hukum Modern* 6, no. 3 (2024): 278–89.

shows the existence of losses due to fuel copying, such as purchase receipts and proof of vehicle damage to strengthen their legal position in claiming compensation. must begin to formulate evidence of the losses suffered, both material and immaterial losses in order to determine the value of a clear compensation claim. In addition, consumers must also immediately appoint a class representative to bring the case to court if the lawsuit is filed through a class action mechanism.

As a form of responsibility, PT Pertamina Patra Niaga must compensate and compensate for the losses suffered by consumers, both material and immaterial losses, along with the necessary evidence if the court finds the company guilty. However, if Pertamina is proven innocent, the company's image can be restored. The purpose of filing the lawsuit is to accelerate the fulfillment of consumer rights so that they do not continue to be harmed by business actors. In addition, it also provides a deterrent effect, because this lawsuit can be a warning for business actors not to violate consumer rights in the future. Here the role of law is needed to form a solid and effective regulatory framework to maintain financial stability. Current regulations need to be strengthened through stricter implementation and supervision<sup>26</sup>. In addition, firm action in the form of law enforcement against business actors who violate the rules will create a deterrent effect and protect consumers.

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<sup>26</sup> Husnia Hilmi Wahyuni, 'Analisis Hukum Terhadap Jaminan Kredit Dalam Perspektif Pencegahan Kredit Macet', *Binamulia Hukum* 13, no. 2 (2024): 297–311.

#### **4. Conclusion**

Violation of consumer rights in the case of fuel mixing by PT Pertamina Patra Niaga occurred in several forms, namely Violation of the right to comfort, security and safety (Article 4 letter a), because oplosan fuel can cause engine damage and endanger the safety of vehicle users. Violation of the right to obtain goods in line with the exchange rate and the promised guarantee (Article 4 letter b), because consumers pay the price of Pertamax (RON 92) but get fuel with lower quality. Violation of the right to correct, clear and honest information (Article 4 letter c), because consumers were not informed that the fuel purchased had been modified. Violation of the prohibition of producing and trading goods that do not meet standards (Article 8 paragraph 1 letter a), because the fuel that was dioplos did not meet the minimum standard of RON 92 for Pertamax.

Consumers who are harmed can be given legal protection in the form of preventive legal protection in the form of fuel quality standardization, digital monitoring systems, as well as periodic supervision and inspection to prevent the practice of pengoplosan. As well as repressive legal protection in the form of providing compensation to consumers who suffer losses in accordance with Article 19 of the Consumer Protection Law, in the form of refunds or replacement of goods and compensation for vehicle damage. In addition, consumers who suffer losses can also file a lawsuit through the court, either individually or through a class action in accordance with Article 46 paragraph (1) of the Consumer Protection Law. This effort to accelerate the fulfillment of consumer rights to PT Pertamina Patra Niaga's obligation to provide compensation for consumer losses is different from the potential criminal charges that may be imposed on the individuals involved. The provision of compensation does not remove the possibility of criminal charges.

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