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Consumer Protection against Defective Products in Indonesia: Liability, Evidence, and Dispute Settlement

M. Raja Akbar[1]*, M. Abdul Razak[2]
[1]m.rajaakbar929@gmail.com, [2]razak@ubhara.ac.id
Universitas Bhayangkara Surabaya

*Corresponding Author: M. Raja Akbar
Email: m.rajaakbar929@gmail.com

ABSTRACT

The relationship between producers and consumers creates rights and obligations, yet consumers often occupy a weaker position, especially when products contain defects that cause physical, material, or immaterial harm. This study addresses three research concerns: how Indonesian positive law provides legal protection for consumers against defective products, how consumer disputes are settled through the Consumer Dispute Settlement Agency and the general courts, and what obstacles consumers face in obtaining compensation. Using a normative legal research method with statute and conceptual approaches, the study analyzes primary, secondary, and tertiary legal materials through descriptive-analytical analysis. The findings reveal that legal protection remains conditional rather than absolute. The Consumer Protection Act does not explicitly define defective products, the burden of proof varies across manufacturing, design, and warning defect cases, and broad exculpatory grounds, including the development risk defence, allow producers to avoid liability. Consumers in online transactions also face structural informational disadvantages. The study offers novelty by integrating normative analysis with the practical application of product liability, specifically examining dispute settlement mechanisms and evidentiary challenges. The study aims to analyze legal protection, evaluate dispute settlement mechanisms, identify obstacles to compensation, and formulate recommendations for strengthening consumer protection against defective products.

Keywords: *Consumer Protection, Defective Products, Dispute Settlement, Product Liability, Strict Liability*

INTRODUCTION

The relationship between producers and consumers is a civil legal relationship that creates rights and obligations for both parties. Consumers have the right to obtain goods or services of adequate quality, while producers are obliged to provide safe products that conform to the standards they have promised. In practice, consumers often occupy a weaker position than producers, particularly in terms of access to information, bargaining power, and the capacity to claim compensation. This imbalance becomes more evident when products circulating in the market contain defects, including manufacturing defects, design defects, and warning or instruction defects. Defective products may cause physical, material, and immaterial harm to consumers. Therefore, legal protection for consumers is an urgent necessity.

Law Number 8 of 1999 concerning Consumer Protection, that is, the Indonesian Consumer Protection Act, serves as the primary legal instrument governing the rights and obligations of consumers and business actors. The Act adopts the principle of strict liability in cases involving defective products, as reflected in Article 19 and Article 22.[1] Nevertheless, the implementation of this principle still faces various obstacles, including difficulties in proving fault, lengthy dispute settlement procedures, and limited consumer awareness of their legal rights. The Consumer Dispute Settlement Agency (*BPSK*), that is, the Consumer Dispute Settlement Agency, was established as an alternative dispute settlement institution, yet its effectiveness remains debated. At the same time, the general court pathway is often regarded as inefficient because it requires considerable time and cost.

Several previous studies have examined different aspects of consumer protection against defective products. Several previous studies have examined different aspects of consumer protection. Dwi and Efendi analyzed legal protection for consumers in fintech lending agreements from a civil law perspective in Indonesia. Their study focused on the Tunaiku credit agreement and examined the validity of the credit agreement, the legal consequences of default by one of the parties, and the form of legal protection available to aggrieved parties. Their findings indicate that the validity of the agreement and the availability of civil law remedies are central to consumer protection, and that consumers are encouraged to select fintech lending companies registered with the Financial Services Authority *(Otoritas Jasa Keuangan)*.[2] Although their study did not specifically address defective goods, it shows that consumer protection covers both goods and services. In the context of defective products, this finding reinforces the argument that

[1] "UU No. 8 Tahun 1999 Tentang Perlindungan Konsumen - JDIH BPK," accessed November 5, 2026, https://peraturan.bpk.go.id/Details/45288/uu-no-8-tahun-1999.

[2] Amelia Dwi and Jonaedi Efendi, "Juridical Analysis Of Fintech Lending Agreement Based On Civil Law Perspective In Indonesia," *Ius Positum: Journal of Law Theory and Law Enforcement* 2, no. 3 (August 4, 2023): 1–12, https://doi.org/10.56943/jlte.v2i3.344.

consumer protection requires clear liability rules, accessible dispute settlement mechanisms, and effective compensation. Vitrianingsih et al. examined medication errors involving expired drugs for ambulatory patients.The study found that administrative sanctions imposed on business actors have not produced a sufficient deterrent effect and have not fully protected consumers from unsuitable products.[3] Pratiwi analyzed mystery box transactions on the Tokopedia marketplace from the perspective of civil law. The study revealed legal uncertainty regarding defective products or products that do not match their descriptions in e-commerce transactions, including limited protection for consumers when disputes arise.[4]

Beyond that study, Dwi and Efendi examined the urgency of regulating strict liability in the draft amendment to the Consumer Protection Act. He argued that the current legal framework still relies on fault-based liability, which makes it difficult for consumers to obtain compensation.[5] Licardi et al. also studied legal liability for defective products that harm consumers under the Consumer Protection Act. Their findings confirm that although the Act has adopted strict liability, its implementation remains constrained by limited consumer understanding of their rights and by complex dispute settlement procedures.[6]

This study offers novelty by integrating normative analysis with an examination of the practical application of product liability for defective products in Indonesia. Unlike previous studies that have focused primarily on the normative framework of the Consumer Protection Act and the concept of strict liability, this study specifically examines consumer dispute settlement mechanisms through the Consumer Dispute Settlement Agency and the general courts, including evidentiary challenges and the effectiveness of compensation. Accordingly, this study is expected to provide a more comprehensive account of the gap between legal norms and their implementation.

Previous studies have discussed the normative framework of consumer protection and the principle of strict liability, yet a gap remains in the limited number of studies that deeply analyze the implementation of this principle within dispute settlement mechanisms. In particular, few studies have simultaneously

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[3] Yeni Vitrianingsih et al., "Medication Error Of Expired Drugs For Ambulatory Patients," *Ius Positum: Journal of Law Theory and Law Enforcement* 2, no. 2 (June 13, 2023): 70–84, https://doi.org/10.56943/jlte.v2i2.325.

[4] Kinara Angelia Yuwanda Pratiwi, "Mystery Box Transactions On The Tokopedia Marketplace: A Legal Analysis Of Consumer Protection In Indonesian Civil Law," *Ius Positum: Journal of Law Theory and Law Enforcement* 4, no. 4 (October 11, 2025): 1–14, https://doi.org/10.56943/jlte.v4i4.840.

[5] Dwi and Efendi, "Juridical Analysis Of Fintech Lending Agreement Based On Civil Law Perspective In Indonesia."

[6] Sigit Licardi, Marshanda Juwita Ezter Limpong, and Muhammad Najib, "Pertanggungjawaban Hukum Terhadap Produk Cacat Yang Merugikan Konsumen Ditinjau Dari Undang-Undang No. 8 Tahun 1999," *Jurnal Kewarganegaraan* 8, no. 2 (2024): 2251–57, https://doi.org/10.31316/JK.V7I2.5662.

examined the evidentiary barriers faced by consumers, the effectiveness of Consumer Dispute Settlement Agency decisions, and the factors influencing business actor' compliance with compensation obligations. This study addresses that gap.

Based on the background, previous studies, novelty, and gap described above, this study is guided by three interrelated research concerns. The first concern is how Indonesian positive law provides legal protection for consumers against defective products. The second concern is how consumer disputes concerning defective products are settled through the Consumer Dispute Settlement Agency and the general courts. The third concern is what obstacles consumers face in obtaining compensation for defective products and what recommendations can strengthen legal protection in this area. These three concerns are examined in an integrated manner to connect the normative framework of consumer protection with the practical implementation of dispute settlement and compensation mechanisms.

Based on the background, previous studies, novelty, gap, and research questions, this study aims to analyze legal protection for consumers against defective products in Indonesian positive law, to evaluate consumer dispute settlement mechanisms through the Consumer Dispute Settlement Agency and the general courts, and to identify the obstacles faced by consumers in obtaining compensation for defective products. This study also aims to formulate recommendations for strengthening legal protection against defective products.

LITERATURE REVIEW

Recent scholarship has extensively examined the normative trajectory of product liability within Indonesian consumer protection law. Yuanitasari et al. conducted a comparative study of strict liability implementation between Indonesia and the United States. Their findings indicate that while Indonesian law has begun to adopt strict liability principles, significant obstacles remain, including an interpretation bias in law enforcement practice where the reversal burden of proof is still widely used instead of a pure no-fault standard.[7] Siswanto and Setyawahyuningtyas similarly observe that the existing framework under the Civil Code and Law Number 8 of 1999 remains general and predominantly fault-oriented, thereby limiting consumers' ability to obtain compensation for losses caused by defective products.[8] Both studies converge on the conclusion that the

[7] Deviana Yuanitasari, Hazar Kusmayanti, and Agus Suwandono, "A Comparison Study of Strict Liability Principles Implementation for the Product Liability within Indonesian Consumer Protection Law between Indonesia and United States of America Law," *Cogent Social Sciences* 9, no. 2 (December 15, 2023): 1–12, https://doi.org/10.1080/23311886.2023.2246748.

[8] Cecep Tedy Siswanto and Lucia Setyawahyuningtyas, "Perlindungan Konsumen Terhadap Kerugian Akibat Cacat Produk Dan Tanggung Jawab Pelaku Usaha," *Jurnal Hukum Caraka Justitia* 6, no. 1 (May 26, 2026): 225–40, https://doi.org/10.30588/jhcj.v6i1.2585.

normative commitment to strict liability has not been fully translated into a coherent and predictable liability regime.

A second strand of scholarship focuses on the practical barriers that consumers face when seeking remedies for defective products. Pribadi et al. compare Indonesian and South Korean product liability doctrines and identify persistent challenges in the Indonesian context, namely difficulties for consumers in proving producer error and an unequal burden of proof between the parties.[9] Sujono et al. reinforce this finding in the context of online sales, noting that although Article 19 of the Consumer Protection Act establishes the seller's absolute responsibility for hidden defective products, this responsibility must still be proven through the element of seller fault, which in practice undermines the protective function of the provision.[10] These studies collectively suggest that the formal adoption of strict liability has not resolved the evidentiary asymmetry that disadvantages consumers.

A third theme concerns the particular vulnerability of consumers in e-commerce transactions involving hidden defects. Sujono et al. examined the seller's liability for hidden defective products in online sale and purchase transactions. Their study shows that sellers offer goods through descriptions in the form of videos or photographs, which means that consumers cannot inspect the goods directly. Consequently, consumers are often harmed when the goods received do not match the description or contain hidden defects. According to the article, hidden defective products in online transactions constitute the absolute liability of the seller as stipulated in Article 19 of the Consumer Protection Act and Articles 1365 and 1865 of the Indonesian Civil Code. However, this liability must still be proven by showing that the seller actually committed a fault and that the fault harmed the consumer.[11] This finding reinforces the argument that consumer protection against defective products cannot rely solely on the normative establishment of strict liability. It also requires evidentiary mechanisms and oversight capable of addressing the information asymmetry between sellers and consumers in online transactions. Taken together, the literature indicates that consumer protection against defective products in Indonesia faces a dual challenge, namely the incomplete operationalization of strict liability and the regulatory lag in addressing hidden defects in digital marketplaces.

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[9] Ilham Pribadi et al., "The Tort of the Breach of Product Liability Principles: Comparative Study Between Indonesia and South Korea Law," *International Journal of Law and Politics Studies* 6, no. 6 (November 28, 2024): 91–99, https://doi.org/10.32996/ijlps.2024.6.6.7.

[10] Imam Sujono, Yovita Arie Mangesti, and Slamet Suhartono, "The Seller's Liability Due Hidden Defective Products In The Online Selling And Buying Transaction Base On Uupk," *International Journal of Law Reconstruction* 6, no. 2 (October 24, 2022): 257, https://doi.org/10.26532/ijlr.v6i2.21522.

[11] Sujono, Mangesti, and Suhartono.

RESEARCH METHODOLOGY

This study employs a normative legal research method, that is, a doctrinal approach that examines law as a system of norms, principles, and doctrines rather than as empirical social behaviour. This method is appropriate because the research questions concern the content and coherence of Indonesian positive law on consumer protection against defective products, including the scope of strict liability under Law Number 8 of 1999 and the Civil Code. This understanding is consistent with Peter Mahmud Marzuki's conception of legal research as a process of discovering legal rules, legal principles, and legal doctrines in order to address a legal issue, with a prescriptive outcome regarding what the law ought to be. The study uses two principal approaches, namely the statute approach and the conceptual approach. The statute approach involves a systematic examination of all relevant legislation, including the Consumer Protection Act, the Civil Code provisions on hidden defects and unlawful acts, and the Minister of Industry and Trade Decree Number 350/MPP/Kep/12/2001 on the Consumer Dispute Settlement Agency. The conceptual approach examines the doctrines that underpin product liability, such as strict liability, fault-based liability, and the seller's warranty against hidden defects.

The legal materials used in this study consist of primary, secondary, and tertiary materials. Primary legal materials include the statutory provisions and regulations identified above. Secondary legal materials include scholarly books, peer-reviewed journal articles, and expert commentaries on consumer protection and product liability. Tertiary legal materials include legal dictionaries and encyclopaedic sources that support the interpretation of legal terms. All materials are collected through library research, namely by identifying, inventorying, and systematising relevant legal sources. This technique is consistent with the normative character of the study, which relies on documentary analysis rather than field data collection.[12]

The collected legal materials are analysed using a descriptive-analytical method. The analysis follows the research steps formulated by Peter Mahmud Marzuki, namely identifying the legal facts and eliminating irrelevant matters in order to determine the legal issue, collecting relevant legal materials, reviewing the legal issue on the basis of the collected materials, drawing conclusions in the form of arguments that answer the legal issue, and providing prescriptions based on the arguments that have been constructed. The analysis then describes the content of the relevant norms, compares and connects provisions across statutes, and assesses their coherence with the principles of consumer protection and product liability. Interpretation is conducted using grammatical, systematic, and teleological methods to determine the meaning and purpose of the provisions. The analysis also

[12] Hani Morgan, "Conducting a Qualitative Document Analysis," *The Qualitative Report* 27, no. 1 (2022): 64–77, https://doi.org/10.46743/2160-3715/2022.5044.

evaluates the implementation of these norms within the dispute settlement mechanisms available under Indonesian law, namely the Consumer Dispute Settlement Agency and the general courts. On this basis, the study draws prescriptive conclusions and formulates recommendations for strengthening the legal protection of consumers against defective products.

RESULT AND DISCUSSION

The Normative Framework of Consumer Protection against Defective Products

The first finding of this study concerns the normative content of Indonesian positive law on defective products. The study finds that legal protection for consumers against defective products is distributed across three principal legal instruments, namely Law Number 8 of 1999 on Consumer Protection, the Indonesian Civil Code, and the Decree of the Minister of Industry and Trade Number 350/MPP/Kep/12/2001 on the Consumer Dispute Settlement Agency. Article 19 of the Consumer Protection Act establishes that business actors are obliged to compensate consumers for losses caused by defective goods or services. Article 22 places the burden of proof on business actors to demonstrate the absence of fault. Articles 1365 and 1865 of the Civil Code provide the general basis for liability arising from unlawful acts and the allocation of the burden of proof. Article 1504 through Article 1508 of the Civil Code govern the seller's warranty against hidden defects, including the obligation to return the purchase price and compensate the buyer for costs, losses, and interest when the seller knew of the defect.

The study further finds that the Consumer Protection Act does not provide an explicit definition of defective products. The term appears in Article 8 paragraph (3) and Article 11 letter b, but Article 19 does not elaborate its meaning. Indonesian legal doctrine defines a defective product as any product that fails to fulfil its intended purpose, whether because of intentional acts or negligence in the production process, because of other circumstances occurring in circulation, or because it does not provide the safety requirements for humans or their property that a reasonable person is entitled to expect. The study identifies three categories of product defects that are relevant to liability, namely manufacturing defects, design defects, and warning or instruction defects. Manufacturing defects occur when a product deviates from its intended design. Design defects arise when an entire product line is inherently unsafe because of design choices. Warning defects arise when a product lacks adequate instructions or warnings regarding its proper use. his finding supports Sasani et al., had argument that the implementation of strict liability under the Consumer Protection Act has not been fully effective because business actors are still allowed to avoid liability by proving that consumer negligence caused the loss,

which normatively weakens consumer protection and creates an imbalance in the burden of proof between consumers and business actors.[13] It also aligns with Licardi et al., who observed that although the Consumer Protection Act has adopted strict liability, its implementation remains constrained by an incomplete normative architecture.[14]

The Operationalization of Strict Liability in Practice

The second finding concerns the operationalization of strict liability. The study finds that although the Consumer Protection Act formally adopts strict liability, its implementation in practice remains conditional. The obligation of business actors to compensate consumers under Article 19 is not automatically discharged. The study identifies several exculpatory grounds that producers may invoke to avoid liability, namely that the producer did not place the product into circulation, that the defect did not exist at the time of circulation, that the product was not produced for commercial purposes, that the defect resulted from compliance with mandatory government regulations, and that the state of scientific and technical knowledge at the time of circulation did not permit the defect to be discovered. The study finds that the last ground, commonly referred to as the development risk defence, is the most problematic because it allows producers to escape liability by invoking the limits of contemporary scientific knowledge.

The study also finds that the burden of proof placed on consumers differs across the three categories of defects. In manufacturing defect cases, consumers must demonstrate that the product deviated from its intended design and that the deviation caused harm. In design defect cases, consumers must demonstrate not merely that harm occurred but that a safer alternative design was feasible. In warning defect cases, consumers must demonstrate that an adequate warning would have prevented the harm. The study finds that these evidentiary requirements are not clearly reflected in Indonesian statutory law, and that in practice they restore a fault-based logic within a regime that is nominally strict. This finding supports Yuanitasari, Kusmayanti, and Suwandono, who observed that while Indonesian law has begun to embrace strict liability, law enforcement practice continues to exhibit an interpretation bias in which the reversal burden of proof is still widely applied instead of a pure no-fault standard.[15] The finding also aligns with Pribadi et al., who

[13] M Fikri Ibnu Sasani, Pristika Handayani, and Alwan Hadiyanto, "Pertanggungjawaban Pelaku Usaha Atas Produk Cacat Dalam Hukum Konsumen," *JURNAL USM LAW REVIEW* 9, no. 3 (May 29, 2026): 1587–1609, https://doi.org/10.26623/julr.v9i3.14203.

[14] Licardi, Limpong, and Najib, "Pertanggungjawaban Hukum Terhadap Produk Cacat Yang Merugikan Konsumen Ditinjau Dari Undang-Undang No. 8 Tahun 1999."

[15] Yuanitasari, Kusmayanti, and Suwandono, "A Comparison Study of Strict Liability Principles Implementation for the Product Liability within Indonesian Consumer Protection Law between Indonesia and United States of America Law."

identified difficulties for consumers in proving producer error and an unequal burden of proof as central challenges in the Indonesian context.[16]

The study diverges, however, from the emphasis placed by Licardi et al. on limited consumer awareness and complex procedures as the primary constraints on the implementation of strict liability.[17] While the present study agrees that these factors are significant, it finds that the availability of broad exculpatory grounds, especially the development risk defence, is an equally important structural constraint. The divergence may be explained by the different focal points of the two studies, namely the behaviour of consumers in one case and the legal architecture of liability in the other.

Hidden Defects and Informational Asymmetry in Online Transactions

The third finding concerns hidden defects in online transactions. The study finds that consumers in e-commerce settings face structural informational disadvantages. Sellers offer goods through descriptions in the form of videos or photographs, which do not permit direct inspection of the goods. Consequently, consumers often receive goods that do not match the description or that contain hidden defects. The study finds that Article 19 of the Consumer Protection Act and Articles 1365 and 1865 of the Civil Code establish the absolute responsibility of the seller for hidden defective products in online transactions. However, this responsibility must still be proven by showing that the seller actually committed a fault that harmed the consumer. The study finds that this evidentiary requirement effectively reintroduces a fault-based logic into a regime that is nominally strict, and that the regulatory framework has not adequately adapted to the informational asymmetries characteristic of digital marketplaces.

This finding corroborates the analysis of Sujono, Mangesti, and Suhartono, who concluded that hidden defective products sold online constitute the absolute responsibility of the seller under Article 19 of the Consumer Protection Act and Articles 1365 and 1865 of the Civil Code, yet this responsibility must still be proven by showing that the seller actually committed a fault that harmed the consumer.[18] The present study extends this conclusion by showing that the evidentiary requirement effectively reintroduces a fault-based logic into a regime that is nominally strict. The finding also resonates with Pratiwi's analysis of mystery box transactions on the Tokopedia marketplace, which concluded that the uncertain object of such transactions may lead to elements of fraud and contradicts the

[16] Pribadi et al., "The Tort of the Breach of Product Liability Principles: Comparative Study Between Indonesia and South Korea Law."
[17] Licardi, Limpong, and Najib, "Pertanggungjawaban Hukum Terhadap Produk Cacat Yang Merugikan Konsumen Ditinjau Dari Undang-Undang No. 8 Tahun 1999."
[18] Sujono, Mangesti, and Suhartono, "The Seller's Liability Due Hidden Defective Products In The Online Selling And Buying Transaction Base On Uupk."

obligation of business actors to provide clear, accurate, and honest information.[19] Taken together, these findings indicate that the regulatory framework has not adequately adapted to the informational asymmetries characteristic of digital marketplaces.

The three findings of this study converge on a single underlying problem, namely the incomplete translation of strict liability into enforceable legal rules. Indonesian positive law has formally adopted strict liability through Article 19 and Article 22 of the Consumer Protection Act, supported by the general provisions of the Civil Code. Yet the study finds that this formal adoption has not produced a coherent and predictable liability regime. The absence of an explicit definition of defective products, the differentiated evidentiary requirements across defect categories, and the availability of broad exculpatory grounds together create a regime in which consumers continue to bear a substantial evidentiary burden. This conclusion supports the observation of Yuanitasari et al., argues that law enforcement practice in Indonesia continues to exhibit an interpretation bias toward fault-based liability.[20] It also reinforces the finding of Pribadi et al. that the unequal distribution of the burden of proof is a structural weakness of Indonesian product liability.[21] The present study extends these conclusions by showing that the weakness is particularly acute in design and warning defect cases, where consumers must demonstrate not merely that harm occurred but that a safer alternative design or an adequate warning was feasible.

The finding on hidden defects in online transactions adds a further dimension to this problem. The study shows that consumers in e-commerce settings face structural informational disadvantages that the existing regulatory framework has not adequately addressed. This finding is consistent with Sujono, Mangesti, and Suhartono, who concluded that the absolute responsibility of sellers for hidden defective products in online transactions must still be proven through the element of seller fault.[22] It also supports Pratiwi's conclusion that the uncertain object of mystery box transactions may lead to elements of fraud and contradicts the obligation of business actors to provide clear, accurate, and honest information.[23] The present study argues that the regulatory framework must be adapted to the specific characteristics of digital marketplaces, including the reliance on remote

[19] Pratiwi, "Mystery Box Transactions On The Tokopedia Marketplace: A Legal Analysis Of Consumer Protection In Indonesian Civil Law."
[20] Yuanitasari, Kusmayanti, and Suwandono, "A Comparison Study of Strict Liability Principles Implementation for the Product Liability within Indonesian Consumer Protection Law between Indonesia and United States of America Law."
[21] Pribadi et al., "The Tort of the Breach of Product Liability Principles: Comparative Study Between Indonesia and South Korea Law."
[22] Sujono, Mangesti, and Suhartono, "The Seller's Liability Due Hidden Defective Products In The Online Selling And Buying Transaction Base On Uupk."
[23] Pratiwi, "Mystery Box Transactions On The Tokopedia Marketplace: A Legal Analysis Of Consumer Protection In Indonesian Civil Law."

descriptions and the resulting asymmetry of information between sellers and consumers.

Taken together, these findings indicate that strengthening consumer protection against defective products requires a combination of measures, namely a clearer statutory articulation of the definition of defective products, a more balanced allocation of the burden of proof across defect categories, a narrower formulation of exculpatory grounds, and a regulatory framework that addresses the informational asymmetries characteristic of digital marketplaces. Institutional reform alone, without corresponding substantive clarification, is unlikely to close the gap between the promise of strict liability and the reality of consumer experience. This conclusion partially diverges from studies that emphasize institutional design as the primary solution, such as Licardi et al., and suggests that substantive legal reform should precede or accompany institutional reform.[24]

CONCLUSION

This study concludes that Indonesian positive law provides legal protection for consumers against defective products through Law Number 8 of 1999 on Consumer Protection and the Indonesian Civil Code. However, this protection remains conditional rather than absolute. Article 19 of the Consumer Protection Act does not explicitly define defective products, and the burden of proof varies across manufacturing, design, and warning defect cases. With respect to dispute settlement, the Consumer Dispute Settlement Agency offers conciliation, mediation, and arbitration, and its decisions are declared final and binding under Article 54 paragraph (3) of the Consumer Protection Act. The general court pathway is also available under Article 45 paragraph (2), yet procedural obstacles such as the length of proceedings, the cost of litigation, and the technical complexity of pleading product liability claims continue to deter consumers from pursuing compensation.

The study identifies three main obstacles to effective consumer protection. First, the absence of an explicit definition of defective products creates legal uncertainty for consumers, producers, and law enforcement officials. Second, the availability of broad exculpatory grounds, including the development risk defence, allows producers to avoid liability by invoking the limits of contemporary scientific knowledge. Third, consumers in online transactions face structural informational disadvantages because sellers rely on video or photographic descriptions that do not permit direct inspection of goods. To address these obstacles, the study recommends a clearer statutory definition of defective products, a more balanced allocation of the burden of proof across defect categories, a narrower formulation of exculpatory grounds, and a regulatory framework adapted to the informational

[24] Licardi, Limpong, and Najib, "Pertanggungjawaban Hukum Terhadap Produk Cacat Yang Merugikan Konsumen Ditinjau Dari Undang-Undang No. 8 Tahun 1999."

asymmetries characteristic of digital marketplaces. This study has limitations. It is a normative legal study that relies on documentary analysis rather than empirical data. It does not measure the actual effectiveness of Consumer Dispute Settlement Agency decisions or the level of consumer satisfaction with compensation outcomes. Its scope is limited to Indonesian positive law and does not include a comparative empirical assessment of other jurisdictions.

Future studies should address these limitations. Empirical research is needed to evaluate the implementation of Consumer Dispute Settlement Agency decisions and the extent to which consumers obtain compensation in practice. Comparative studies between Indonesia and other jurisdictions could examine how different legal systems define defective products and allocate the burden of proof. Future research could also explore the regulation of defective products in e-commerce, including the responsibility of platform providers and the effectiveness of warranty mechanisms. Such studies would complement the normative findings of this research and contribute to a more comprehensive understanding of consumer protection against defective products.

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