

Legal Protection for Consumers Regarding the Distribution of Expired Dairy Products

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Abstract—Milk is a processed food product susceptible to quality deterioration after its expiration date, potentially posing health risks to consumers. In practice, expired milk is still found within various distribution channels including modern retail outlets as evidenced by the case of expired milk sales at the Indomaret store in Bandorasa Wetan, Kuningan Regency. This study aims to analyze the forms of legal protection available to consumers regarding the distribution of expired milk products and to examine dispute resolution mechanisms for aggrieved consumers. The research employs a normative-juridical method utilizing statutory and conceptual approaches, supported by a literature review and deductive analysis. The findings indicate that consumer legal protection manifests in two complementary forms: internal legal protection arising from the relationship between the business actor and the consumer, and external legal protection derived from the Civil Code (KUHP), Law No. 8 of 1999 on Consumer Protection (UUPK), and the Food Law. Dispute resolution can be pursued through non-litigation channels such as direct negotiation between the business actor and the consumer or proceedings before the Consumer Dispute Resolution Agency (BPSK) or through litigation if non-litigation efforts fail. This is illustrated by the case under study, where mediation at the Kuningan Regency BPSK was unsuccessful, leading the consumer to pursue legal recourse through litigation.

Index Terms—Consumer Protection, Expired Products, Consumer Dispute Resolution.

1. Introduction

Food and drink are among the most fundamental necessities for human survival; they are essential for growth and the maintenance of life. They provide the energy and nutrients required by the human body to build and repair tissues, while also supporting the body's defense mechanisms against various diseases. It is crucial to select food and drink carefully to ensure a healthy intake, as these are indispensable staples of daily life. A lack of adequate nutrition negatively impacts the body, rendering individuals unproductive in their daily activities. Issues surrounding food and drink encompass comfort, safety, security, and health affecting both physical and mental well-being. Consequently, access to food and drink is a fundamental human right, guaranteed by the 1945 Constitution as a cornerstone for developing high-quality human resources. The World Health Organization (WHO) defines food and drink as basic necessities that must be met to promote good health,

noting that they require proper processing before consumption. According to the Indonesian Ministry of Health, food and drink suitable for consumption are those that do not cause illness; criteria for suitability include reaching the necessary level of maturity (doneness) and maintaining hygiene throughout production and handling. Modernization and technological advancements in the food and beverage sector have led to products that are now manufactured in various forms of packaging designed to appeal to consumers. As consumer interest grows, more people are shifting into the roles of producers or business operators. This trend has yielded positive outcomes for consumers, such as improved food and beverage quality, better product availability aligned with consumer needs, and a wider range of choices. However, it also brings negative consequences, specifically the emergence of unhealthy business practices driven by increasingly fierce competition practices that can ultimately disadvantage consumers. In such a climate, producers and business operators often go to great lengths to maximize their profits.

Indonesia has regulations requiring any business operator or manufacturer intending to distribute a product whether domestically produced or imported to obtain a distribution permit from BPOM (the National Agency of Drug and Food Control). Such products must be registered to receive a BPOM registration number; products holding this permit are deemed fit for public consumption, having undergone laboratory testing. Business operators are required to ensure their products are safe for consumption and have not expired. Regarding the responsibilities of business operators, it is clear they are obligated to ensure that information concerning their products is accurate and not misleading or incorrect; conversely, consumers are entitled to guarantees regarding the products they consume.

Consumer rights are specifically outlined in Article 4, Paragraph 1, which states that consumers have the right to comfort, security, and safety when consuming goods or services. Article 90 of the Food Law prohibits the distribution of contaminated goods, including those that have expired. Article 1, point 26 of the Food Law defines "Food Distribution" as an activity or series of activities involved in supplying food to the public, whether for commercial trade or otherwise. Legal regulations governing the safety of food and beverage

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distribution must be implemented in accordance with applicable laws and regulations regarding health, food, and consumer protection to prevent harm or detriment to the public upon consumption.

Violations involving the distribution of expired food and beverage products remain common in commercial practice. The circulation of such products indicates that some business operators are negligent in monitoring the goods sold to the public whether due to suboptimal stock control systems, weak internal oversight, or employee failure to check product expiration dates. This is concerning, as such products can endanger consumer health since their quality, safety, and composition are no longer guaranteed. Consequently, the distribution of expired products not only causes harm to consumers but also constitutes a violation of Indonesian regulations on consumer protection and food safety. Instances of distributing expired food and beverages are frequently encountered; a notable example is the case involving expired milk sold at an Indomaret outlet in Bandorasa Wetan, Kuningan Regency. This case began when a consumer purchased milk at an Indomaret outlet in Kuningan Regency, West Java. After consuming the product, the consumer suffered health issues, including nausea, vomiting, dizziness, and diarrhea.

The consumer suspected that these health issues were caused by the milk, which had expired yet remained on display and available for sale to the public. The incident resulted in harm to consumers who, after consuming expired milk, required medical treatment and health recovery.⁹ Legal protection for consumers is established under Law No. 8 of 1999. Article 4, letter a, stipulates that consumers have the right to comfort, security, and safety when consuming goods and/or services. Furthermore, Law No. 18 of 2012 concerning Food specifically Article 90 prohibits the distribution of contaminated food or food that has passed its expiration date. These provisions demonstrate that the state provides a legal guarantee ensuring that all food products in circulation meet safety standards and do not endanger public health. Nevertheless, in practice, expired food and beverage products are still found in circulation. This situation indicates that the oversight of marketed products is not yet functioning optimally. Products that have passed their expiration date no longer guarantee quality, safety, or nutritional content, thereby posing a potential health risk to consumers. Consequently, the circulation of expired food products constitutes not only a violation of food safety regulations but also an infringement upon consumer rights guaranteed by law. One case that has drawn public attention involves the alleged sale of expired milk products at an Indomaret outlet in Bandorasa Wetan, Kuningan Regency, West Java. The incident began when a consumer purchased milk at the outlet. After consuming the product, the consumer suffered health issues, including nausea, vomiting, dizziness, and diarrhea. The consumer suspected that these health problems were caused by the milk, which had passed its expiration date yet remained on display and available for sale to the public. As a result of the incident, the consumer suffered both material and non-material losses, having to undergo medical treatment and recovery. This case demonstrates that

legal protection for consumers still faces various implementation challenges. Although regulations prohibit the sale of expired products, business operators are still found to be negligent in monitoring the products they sell. This situation means that consumer rights regarding safety and security in food consumption are not yet fully protected. Law No. 8 of 1999 concerning Consumer Protection (UUPK) provides various forms of legal protection for consumers who suffer losses due to consuming goods that fail to meet standards. In addition to the right to compensation as stipulated in Article 19 of the UUPK, consumers also have the right to resolve disputes through litigation or non-litigation channels, including the Consumer Dispute Resolution Agency (BPSK). Furthermore, the government, through BPOM, has the authority to oversee the distribution of food and to impose administrative sanctions on business operators who violate statutory regulations.

The case involving the distribution of expired milk demonstrates that legal protection for consumers relies not only on the existence of legislation but also requires effective supervision, business compliance, and consistent law enforcement. If supervision is not optimal, the risk of consumer harm increases, and the objective of Law No. 8 of 1999 on Consumer Protection namely, to provide legal certainty cannot be fully realized. Given this context, the issue of legal protection for consumers regarding the distribution of expired milk products is a significant legal matter worthy of study. This research aims to analyze the forms of legal protection afforded to consumers under Indonesian legislation and to examine the dispute resolution mechanisms available to consumers who suffer harm from consuming expired milk products. Therefore, this research is titled "Legal Protection for Consumers Regarding the Distribution of Expired Milk Products."

2. Research Materials and Methods

This study employs a normative-juridical research method, which treats law as a system of norms comprising legal principles, legal rules, doctrines, and statutory regulations. This normative-juridical research involves examining various legal provisions governing consumer protection, food safety, and consumer dispute resolution to formulate legal arguments that address the research problem. The study utilizes both the statute approach and the conceptual approach. The statute approach involves analyzing regulations related to legal protection for consumers regarding the distribution of expired dairy products such as the Civil Code (KUHPer), Law No. 8 of 1999 on Consumer Protection (UUPK), Law No. 18 of 2012 on Food, and BPOM regulations concerning processed food labeling. Meanwhile, the conceptual approach involves examining doctrines, theories, legal principles, and expert opinions found in books and scholarly journals to gain an understanding of concepts such as legal protection, consumer rights, business obligations, and consumer dispute resolution. The materials used in this study consist of primary legal materials, secondary legal materials, and non-legal materials. Primary legal materials comprise statutory regulations with binding legal force, specifically the Civil Code, Law No. 8 of 1999 (UUPK), Law No. 18 of 2012 on Food, and BPOM regulations regarding food

safety and labeling. Secondary legal materials include law books, scholarly journals, research findings, academic papers, and expert opinions addressing consumer protection and food law. Additionally, the study incorporates non-legal materials such as scientific articles, research reports, and other relevant sources to support the analysis of the issues under investigation.

Legal materials were gathered using a library research method, involving the search for, collection of, and examination of various literature related to the research subject. This literature encompasses legislation, books, scholarly journals, articles, research findings, and other documents obtained from libraries or credible electronic media. This method was employed to establish the theoretical and normative framework necessary for analyzing legal protections for consumers and dispute resolution mechanisms regarding the distribution of expired milk products.

The analysis of legal materials in this study utilized a deductive method an approach that proceeds from general legal provisions and applies them to specific issues. The analysis involved identifying legal issues, gathering and examining relevant legal materials, interpreting statutory provisions and legal doctrines, and formulating conclusions in the form of legal arguments to address the research problem. Through this method, the study aims to reach conclusions that provide legal certainty regarding the forms of consumer protection and dispute resolution mechanisms applicable to the distribution of expired milk products.

3. Results and Discussion

A. Legal Protection for Consumers Regarding the Distribution of Expired Milk Products

Before analyzing specific forms of legal protection, it is essential to first establish the foundational principles and objectives underpinning consumer protection regulations in Indonesia. Article 2 of Law No. 8 of 1999 concerning Consumer Protection (UUPK) stipulates that consumer protection is implemented based on five principles: benefit, fairness, balance, consumer security and safety, and legal certainty. The principle of consumer security and safety is particularly relevant to the issue of expired milk products being distributed, as it aims to guarantee the security, comfort, and safety of consumers regarding the use and consumption of goods and/or services. Meanwhile, the objectives of consumer protection as set forth in Article 3 of the UUPK include enhancing consumer awareness, capability, and independence; elevating the dignity and standing of consumers; and fostering awareness among business actors regarding the importance of consumer protection, thereby cultivating honesty and responsibility in business practices. These foundational principles and objectives serve as the normative basis for all forms of legal protection both internal and external that will be discussed subsequently.

Milk is a processed food product highly susceptible to quality deterioration once it passes the expiration date indicated on the packaging label. Its susceptibility to microbial contamination distinguishes milk from typical dry food products; consuming

expired milk poses potential health risks ranging from mild digestive issues to severe food poisoning. Real-world observations indicate that expired milk is still found in circulation whether in traditional markets, local grocery stalls, convenience stores, or on online marketplaces placing consumers, as the end-users, in a vulnerable and disadvantaged position relative to business operators.

The weak bargaining position of consumers stems fundamentally from information asymmetry between business operators and consumers. Business operators possess full knowledge regarding the conditions, production processes, and shelf life of the products being traded, whereas consumers generally rely solely on the information provided on product packaging. This situation underscores the necessity of legal protection for consumers to ensure that their rights as stipulated in Article 4 of Law No. 8 of 1999 on Consumer Protection (UUPK), particularly the right to comfort, security, and safety in product consumption are not disregarded in favor of the economic interests of business operators. Moch. Isnaeni argues that issues of legal protection can be categorized into two types based on their source: "external" legal protection and "internal" legal protection. This distinction is crucial for understanding that protecting the weaker party in a legal relationship does not rely solely on state intervention but can also arise from agreements voluntarily reached by the parties themselves.

According to Isnaeni, internal legal protection is essentially protection incorporated by the parties themselves when drafting an agreement. When formulating contract clauses, both parties seek to have their interests accommodated through mutual agreement, aiming to anticipate potential risks by drafting balanced clauses. Such internal legal protection can only be realized ideally when the parties hold relatively equal standing meaning they possess balanced bargaining power to formulate agreements based on their own initiative. In the context of milk sales transactions between consumers and business operators, internal legal protection can be found in the sales agreement itself whether written or unwritten as well as in the terms and conditions stated on product packaging or online sales platforms. Information regarding expiration dates, storage instructions, ingredients, and quality assurances provided by business operators on product labels essentially represents an implicit agreement between the business operator and the consumer concerning the quality of the goods being traded. When a business operator distributes expired milk, they are, in effect, committing an unlawful act by trading a beverage that has passed its expiration date.

The analysis based on the doctrine of Unlawful Act, as outlined above, must be complemented by the understanding that the Consumer Protection Law (UUPK) actually offers a liability pathway that is more advantageous to consumers than a standard PMH lawsuit based on Article 1365 of the Indonesian Civil Code. PMH lawsuits adhere to the principle of fault-based liability, requiring the plaintiff (consumer) to prove the existence of fault on the part of the defendant. Conversely, Article 19 of the UUPK adopts the principle of direct liability (a simplified form of strict liability), under which a business actor is liable to provide compensation for damage, pollution,

and/or losses suffered by a consumer due to the consumption of goods produced or traded by said actor, without the consumer needing to first prove the element of fault. This principle is reinforced by the provision regarding the reversal of the burden of proof in Article 28 of the UUPK, which stipulates that proving the presence or absence of fault in cases referred to in Articles 19, 22, and 23 is the burden and responsibility of the business actor, not the consumer. Applying this principle to the case of expired milk distribution at Indomaret Kuningan implies that it is Indomaret not the consumer that must prove the sold product was not expired or that the consumer's health issues were not caused by the product. Thus, consumers have two legal avenues available to them, which may be pursued either alternatively or cumulatively: a PMH lawsuit based on Article 1365 of the Civil Code, which requires proof of fault, or a lawsuit based on Article 19 in conjunction with Article 28 of the UUPK, which alleviates the consumer's burden of proof. The availability of this second avenue underscores that the external legal protection provided by the UUPK is specifically designed to address the previously described disparity in bargaining power between consumers and business actors.

In reality, the positions of consumers and business operators are never truly equal. Consumers generally lack the opportunity to negotiate contractual terms because transactions are conducted on a mass scale via standard contracts, the terms of which are unilaterally determined by the business operator. Consumers are faced with a "take-it-or-leave-it" choice regarding the offered goods, without the ability to directly inspect the quality of the milk inside the sealed packaging. It is precisely this limitation that renders internal legal protection alone insufficient to safeguard consumer interests, thereby making external legal protection essential. According to Isnaeni, external legal protection refers to protections established by the state through regulations for the benefit of the weaker party; this aligns with the fundamental purpose of legislation, which is to prevent injustice and arbitrary actions by one party against another. Unlike internal protection which stems from the agreement between the parties external protection serves to rectify imbalances that cannot be resolved through mutual agreement alone, as the state intervenes as a third party to set minimum standards that all business operators must observe without exception.

Regarding the issue of the distribution of expired milk, external legal protection is embodied in various laws and regulations that hierarchically complement one another. First, the Civil Code (KUHP) specifically Articles 1504 and 1506 governs the seller's obligation to be liable for hidden defects in sold goods, including defects involving quality degradation due to expiration that was unknown to the consumer at the time of purchase. Second, Law No. 8 of 1999 concerning Consumer Protection serves as the primary legal framework; specifically, Article 4 addresses consumer rights regarding safety and security, Article 7 outlines the business actor's obligation to act in good faith and provide accurate information, and Article 8 paragraph (1) letters g and i expressly prohibit business actors from producing and/or trading goods that do not comply with established expiration dates. Third, Law No. 18 of 2012

concerning Food mandates that food business actors ensure food safety throughout the food supply chain as stipulated in Articles 86 through 99 and establishes administrative and criminal sanctions for business actors who distribute food that fails to meet safety standards. Fourth, Minister of Health Regulation No. 180/Men.Kes/Per/IV/1985 concerning Expired Food specifically regulates the obligation to display expiration dates and prohibits the trading of food that has passed such dates. Fifth, Law No. 17 of 2023 concerning Health includes provisions regarding safety standards for food and beverages distributed to the public. Sixth, technical oversight regarding the implementation of these regulations is carried out by the National Agency of Drug and Food Control (BPOM) pursuant to Presidential Regulation No. 80 of 2017; the agency is authorized to conduct pre-market and post-market surveillance of processed food products including dairy products circulating in the market. The distribution of expired dairy products constitutes a violation of several consumer rights guaranteed by Article 4 of Law No. 8 of 1999 concerning Consumer Protection (UUPK). The first violation concerns the right to comfort, security, and safety in the consumption of goods, as expired milk may harbor pathogenic bacteria that endanger consumer health. The second violation relates to the right to accurate, clear, and honest information, particularly when business operators engage in deceptive practices such as altering expiration dates (re-labeling) or displaying expired products without separating them from those that are still fit for sale. The third violation involves the right to make informed choices regarding goods; consumers unaware of a product's expired status are effectively deprived of the freedom to make a choice based on complete information. The fourth violation concerns the right to receive proper advocacy, protection, and dispute resolution should a loss occur, as guaranteed under Article 4, letter h, of Law No. 8 of 1999.

In addition to the four forms of rights violations outlined above, Article 4 of the Consumer Protection Law (UUPK) actually enumerates a total of nine consumer rights, several of which are relevant to the case involving the sale of expired milk at Indomaret Kuningan. For instance, the right to accurate, clear, and honest information regarding the condition and guarantees of goods as stipulated in Article 4, letter b forms the basis for the business operator's obligation to accurately display the expiration date on the product packaging. Furthermore, the right to have opinions and complaints heard regarding goods used as stipulated in Article 4, letter d is also relevant, given that the consumer in this case voiced their grievance by filing a complaint with the Kuningan Regency Consumer Dispute Settlement Body (BPSK) as an exercise of that right. Meanwhile, the right to receive advocacy, protection, and appropriate consumer dispute resolution as stipulated in Article 4, letter h, and previously mentioned is realized through the availability of the BPSK as an out-of-court dispute resolution body. Finally, the right to receive compensation, indemnity, and/or replacement if the goods received do not conform to the agreement or are not as they should be as stipulated in Article 4, letter h, in conjunction with Article 19 serves as the basis for the consumer's claim for damages regarding the health issues

they suffered. Thus, the sale of expired milk in this case cumulatively violates no fewer than five consumer rights guaranteed by the UUPK.

Applying Isaeni's theory to the case of expired milk distribution reveals that these two forms of legal protection operate in a tiered and mutually reinforcing manner. Internal legal protection serves as the first layer, governing the direct relationship between the consumer and the business operator through the sales agreement; here, the business operator implicitly guarantees that the goods delivered are fit for consumption in accordance with the stated expiration date. If this guarantee is breached, the consumer essentially possesses grounds for a civil lawsuit based on an unlawful act arising from the business operator's negligence in distributing expired beverages. However, given the consumer's inherently weaker position which makes relying solely on internal mechanisms difficult, external legal protection intervenes to provide additional safeguards in the form of mandatory norms (*dwingend recht*) that business operators must observe without negotiation. For instance, the prohibition against trading expired goods found in Article 8 paragraph (1) letter g of Law No. 8 of 1999 (UUPK) applies regardless of whether the agreement between the consumer and the business operator contains specific clauses addressing this issue. Thus, even if a milk transaction lacks a detailed written agreement, the consumer remains protected by these external statutory provisions.

The interplay between these two forms of protection is also evident in dispute resolution mechanisms. A consumer harmed by consuming expired milk may seek resolution through the Consumer Dispute Settlement Agency (BPSK), which relies on the external legal framework of Law No. 8 of 1999; however, establishing the existence of the sales transaction and the quality assurance of the goods still relies on evidence associated with internal protections, such as purchase receipts and packaging labels. The effectiveness of external legal protection depends heavily on the exercise of supervisory functions by the competent state authorities. BPOM conducts pre-market oversight through registration and marketing authorization processes, as well as post-market surveillance via routine inspections of distributors, shops, and retail outlets to verify registration numbers, expiration dates, and the integrity of the packaging of dairy products on the market.

In addition to BPOM, regional-level Industry and Trade Agencies and Health Agencies play a role in providing guidance to business operators and educating the public on the importance of checking expiration dates before purchasing food products. If violations are discovered, business operators may face administrative sanctions ranging from warnings, product recalls, and the revocation of distribution permits to the revocation of business licenses. Furthermore, under Article 62 of Consumer Protection Law No. 8 of 1999, business operators violating the provisions of Article 8 may face criminal penalties of up to five years in prison or a maximum fine of two billion rupiah; additional penalties such as the confiscation of goods, mandatory product recalls, and the payment of compensation to consumers may also be imposed as stipulated in Article 63.

Similar criminal provisions exist in the Food Law, which prescribes penalties for anyone who intentionally trades food that fails to meet safety standards, thereby causing health issues for consumers.

Although an adequate legal protection framework comprising both internal and external mechanisms exists within various laws and regulations, its implementation in the field faces several obstacles. The first obstacle is the low level of consumer legal awareness regarding the need to check expiration dates and a lack of understanding of their rights as consumers. The second obstacle involves limited supervisory resources at BPOM and related agencies, preventing post-market surveillance from reaching all distribution points, particularly in traditional markets and small-scale businesses. The third obstacle stems from the practices of business operators acting in bad faith, such as altering expiration dates or mixing new products with old ones without clear separation. The fourth obstacle is the low rate of public complaints regarding expired products, largely due to the perception that the loss incurred does not justify the legal process required to seek redress (a phenomenon known as "rational apathy"). These challenges demonstrate that the mere existence of legal norms whether derived from agreements between parties (internal) or state regulations (external) is insufficient to guarantee genuine consumer protection unless accompanied by consistent law enforcement and heightened legal awareness among both consumers and business operators.

The issue of expired milk distribution discussed above is not merely a theoretical matter but a real-world occurrence, as evidenced by a case involving a consumer at the Indomaret outlet in Bandorasa Wetan, Cilimus District, Kuningan Regency, West Java Province. On March 13, 2026, the consumer purchased a bottle of milk that was openly displayed and sold on the store's shelves. After consuming it, the consumer suffered from prolonged diarrhea, vomiting, and dizziness; subsequent investigation revealed that the product had passed its expiration date specifically EXP 02/03/2026 approximately eleven days prior to the purchase. The fact that an expired product remained on display and was sold to a consumer highlights a failure in quality control at the point of sale, a mandatory operational standard in modern retail systems. Public interest in the case intensified when Indomaret's Cirebon regional management reportedly failed to respond to an official summons from the Kuningan Regency Consumer Dispute Resolution Agency (BPSK), a stance that reinforced suspicions regarding the business operator's lack of good faith in resolving the dispute through amicable deliberation.

When viewed through the lens of internal legal protection as articulated by Isaeni it is evident that a sales agreement was established between the consumer and the business operator at the moment the milk was purchased, even in the absence of a formal written contract. The expiration date on the packaging essentially represents a quality guarantee provided by the business operator to the consumer; consequently, by supplying a product that was no longer fit for consumption, the business operator effectively committed an unlawful act through negligence in distributing an expired beverage. The purchase

receipt and product packaging bearing the expiration date EXP 02/03/2026 serve as material evidence strengthening the consumer's position in seeking civil liability based on the established contractual relationship, a common practice in proving consumer disputes arising from retail sales agreements. However, this case also highlights a fundamental limitation of existing legal protections: the consumer has absolutely no opportunity to negotiate the quality of the goods or inspect the product's condition prior to the transaction, given that the product is packaged and displayed by the business operator without any consumer involvement in the quality control process.

Regarding external legal protection, the Indomaret Kuningan case clearly demonstrates how mandatory legal norms operate to protect consumers who are in a vulnerable position. The actions of the Indomaret outlet continuing to display and sell expired milk clearly violate the strict prohibition set forth in Article 8, paragraph (1), letter g of Law No. 8 of 1999 concerning Consumer Protection (UUPK), which forbids business actors from trading goods that do not comply with established expiration dates. Aggrieved consumers have the right to claim compensation as stipulated in Article 19, paragraph (1), while business actors proven to be in violation face potential criminal sanctions under Article 62, paragraph (1): imprisonment for up to five years or a fine of up to two billion rupiah. Furthermore, the obligation to ensure food safety, quality, and suitability as mandated by Law No. 18 of 2012 concerning Food is also relevant, given that expired milk is essentially unfit for consumption and poses a potential risk to public health.

The obligations of business actors are detailed in Article 7 of the Consumer Protection Law (UUPK), which requires, among other things, that business actors act in good faith in their business activities (letter a), provide accurate, clear, and honest information regarding the condition and warranties of goods (letter b), and provide compensation, indemnity, and/or reimbursement for losses resulting from the use of traded goods (letter f). These provisions establish positive obligations for business actors; failure to observe them reinforces the element of negligence in cases involving the distribution of expired milk. In addition to Article 8 paragraph (1) letters g and i which specifically prohibit the trading of goods that do not comply with expiration date requirements Article 8 paragraph (1) letter a is also relevant, as it generally prohibits business actors from producing and/or trading goods that fail to meet statutory standards. Milk that has passed its expiration date essentially no longer meets required food safety standards; consequently, a violation of Article 8 paragraph (1) letter g in this instance also constitutes a violation of Article 8 paragraph (1) letter a.

The conduct of the Indomaret Cirebon regional management specifically their failure to respond to the summons from the Kuningan Regency Consumer Dispute Settlement Agency (BPSK) also warrants scrutiny within the framework of external legal protection. The BPSK is a state-established quasi-judicial body designed to provide consumers with access to a dispute resolution process that is fast, affordable, and simple. A business actor's absence from these proceedings not only

reflects a lack of good faith in resolving the dispute but could also strengthen the consumer's position should the matter proceed to a district court, as a business actor's lack of good faith may be a factor considered by judges when ruling on consumer protection cases.

This case also highlights a critical issue regarding corporate liability in consumer protection law, particularly concerning indications of attempts to shift responsibility from corporate management to store-level employees. From a doctrinal standpoint, such efforts cannot absolve a company of legal liability, as the status of "business actor" under Law No. 8 of 1999 regarding Consumer Protection attaches to the business entity or corporation itself, whereas employees are merely operational agents acting for and on behalf of the company. The principle of corporate liability in consumer protection law affirms that systemic negligence such as the failure of quality control mechanisms and the absence of product recall procedures, as occurred in this case reflects a failure of the company's management as a whole, rather than being solely the fault of individual employees.

The case involving the sale of expired milk at Indomaret Kuningan serves as a concrete illustration of how internal and external legal protections should function in tandem. Internal protection establishes the legal relationship between the consumer and the business operator, whereas external protection provided through governing legislation such as Law No. 8 of 1999 on Consumer Protection (UUPK) and the Food Law, as well as the Consumer Dispute Resolution Agency (BPSK) offers enforcement mechanisms and a forum for upholding consumer rights when quality assurances within that relationship are breached by the business operator. This case also serves as a warning that weak external law enforcement evident in the business operator's failure to respond to BPSK summons may drive consumers to pursue higher-level legal avenues to secure certainty regarding their rights.

Beyond the internal and external legal protection frameworks proposed by Isaeni, the case involving the sale of expired milk at the Indomaret Kuningan outlet can also be analyzed through the doctrine of Unlawful Act (*onrechtmatige daad*) as stipulated in Article 1365 of the Indonesian Civil Code. Since the 1919 *Lindenbaum v. Cohen* ruling by the *Hoge Raad*, this doctrine has been interpreted broadly to encompass not only statutory violations but also infringements upon the subjective rights of others, moral norms, and standards of propriety in social conduct. The first element the existence of an act is satisfied by the Indomaret management's action of displaying and selling milk products to consumers without first checking the expiration dates; this constitutes an omission that is legally classified as an "act" (**daad**), provided there was a legal obligation to act. The second element the unlawful nature of the act is clearly met because selling a product that had passed its expiration date (EXP 02/03/2026) to a consumer on March 13, 2026, directly contravenes the normative prohibition in Article 8, paragraph (1), letter g of Law No. 8 of 1999 concerning Consumer Protection (UUPK). The third element the existence of fault (*schuld*) is evident in the systemic failure of quality control mechanisms at the point of sale, indicating negligence

(*culpa*) at both the store management level and the supervisory level above it; meanwhile, the principle of vicarious liability under Article 1367 of the Civil Code affirms that liability for such fault can be attributed to the business entity, even if the act was technically committed by an employee in the field. The fourth element the existence of loss was tangibly experienced by the consumer in the form of health issues such as prolonged diarrhea, vomiting, and dizziness after consuming the product; under Article 19 paragraph (1) of Law No. 8 of 1999 concerning Consumer Protection (UUPK), the business actor is obligated to provide compensation for both material and non-material losses. The fifth element a causal link (*causaal verband*) between the act and the loss is also satisfied, as the consumer's health issues would not have occurred absent the negligence involved in selling the expired product; thus, the chain of causation connecting the failure in quality control to the resulting health impact can be directly established without interruption by other factors. With all five elements cumulatively met, the business actor's conduct in this case qualifies as an Unlawful Act enabling the consumer to pursue a civil claim for damages, in addition to the potential for criminal sanctions under Article 62 paragraph (1) of Law No. 8 of 1999 for business actors who violate the provisions of Article 8.

Based on the foregoing, legal protection for consumers regarding the distribution of expired milk products can be analyzed through the two forms of protection proposed by Moch. Isnaeni. Internal legal protection arises from the contractual relationship between the consumer and the business operator, wherein quality guarantees and expiration dates stated on the packaging form the basis of an implicit agreement regarding the product's quality. Meanwhile, external legal protection is manifested through various laws and regulations ranging from the Civil Code, the Consumer Protection Law, and the Food Law to BPOM technical regulations which establish mandatory standards as well as oversight mechanisms and sanctions for non-compliant business operators. These two forms of protection are complementary: internal protection establishes the legal basis for the relationship between the parties, while external protection provides minimum guarantees that cannot be overridden by the parties' agreement, alongside mechanisms for oversight and law enforcement. The case involving the sale of expired milk at an Indomaret outlet in Kuningan serves as clear evidence that, without firm external law enforcement, guarantees derived solely from a contractual relationship are insufficient to redress consumer losses particularly when a business operator is uncooperative, such as by failing to respond to summons from the Consumer Dispute Resolution Agency (BPSK). Ultimately, optimizing consumer protection against the distribution of expired milk requires synergy among three elements: business operators' compliance in honestly formulating and executing agreements; consumers' active engagement in understanding and asserting their rights; and the state's firmness in consistently exercising its oversight and law enforcement functions.

B. Dispute Resolution Avenues Available to Consumers Regarding the Distribution of Expired Milk Products

Consumer protection is a crucial aspect of ensuring safety, comfort, and well-being when consuming goods and/or services. This importance stems from the increasingly complex systems of production and distribution involving various parties, which heighten the potential for violations of consumer rights. Consumers generally occupy a vulnerable position due to limited information regarding the quality and safety of the products they consume, thereby necessitating adequate legal protection. A common issue encountered in practice is the distribution of expired food products, including milk.

Beverage products such as milk that have been stored for extended periods and have expired are essentially unfit for consumption due to potential quality degradation, affecting both nutritional content and microbiological safety. Such deterioration can result from microbial growth, changes in chemical composition, or physical damage occurring over time. These conditions not only diminish the product's nutritional value but also pose health risks to consumers, ranging from digestive disorders to food poisoning. The distribution of expired milk constitutes a violation of consumer rights specifically the right to comfort, safety, and security in the consumption of goods and/or services as stipulated in Law No. 8 of 1999 concerning Consumer Protection (UUPK). Furthermore, Law No. 18 of 2012 concerning Food mandates that the distribution of food and beverages must meet safety standards and pose no risk to human health. However, the reality on the ground indicates that these regulations have not been fully effective in preventing violations. This ineffectiveness may be attributed to weak oversight, a lack of awareness among business operators, and inadequate law enforcement regarding such violations. Consequently, the distribution of expired milk products not only causes economic and health-related harm to consumers but also potentially violates applicable legal provisions.

The issue of the distribution of expired milk highlights the inadequacy of oversight and the lack of responsibility shown by business operators in ensuring the quality of the products they trade. Business operators are obligated to ensure that every product distributed remains fit for consumption and to provide consumers with accurate, clear, and honest information, including regarding expiration dates. Failure to fulfill these obligations renders the business operator liable for any losses suffered by the consumer. Article 45, paragraph (2) of Law No. 8 of 1999 concerning Consumer Protection (UUPK) stipulates that consumer disputes may be resolved through either litigation or non-litigation mechanisms, based on the mutual agreement of the parties involved. However, Article 45, paragraph (3) clarifies that opting for out-of-court dispute resolution as provided for in Article 45, paragraph (2) does not absolve the offending party of criminal liability as prescribed by law. Non-litigation refers to a resolution process pursued based on the agreement of the parties, provided it does not violate applicable statutory regulations.

This non-litigation mechanism is private in nature, thereby ensuring confidentiality and protecting the interests of the

disputing parties namely, business operators and consumers. Furthermore, out-of-court dispute resolution can serve as an effective and satisfactory alternative when conducted in accordance with the law, as it generally yields a mutually beneficial (win-win) solution. The primary objective of out-of-court dispute resolution is to reach an agreement between the parties regarding the form and amount of compensation, as well as the measures necessary to guarantee the protection of consumer rights and the fulfillment of consumer obligations. Under the provisions of Article 47 of Law No. 8 of 1999 concerning Consumer Protection (UUPK), the outcome of this non-litigation mechanism is a mutual agreement covering compensation for losses and/or specific actions to prevent the recurrence of similar losses in the future.

There are two methods for non-litigation dispute resolution: an amicable settlement directly between the parties, or resolution through the institution established by Law No. 8 of 1999 the Consumer Dispute Resolution Agency (BPSK). Amicable settlement is a form of resolution conducted directly by the parties (business operators and consumers) without involving the courts or institutions like the BPSK. Moreover, the regulations emphasize that at every stage of the resolution process, the parties are encouraged to first attempt an amicable settlement. Through amicable means and deliberation, the parties are afforded greater latitude to determine the resolution of the dispute themselves, thereby enabling them to reach an agreement that benefits both sides. In practice, this method is the most frequently chosen option among the public, including consumers who have suffered losses due to the circulation of expired milk products; this is because resolution through deliberation is considered simpler, more efficient, and less costly.

Regarding the case of expired milk sold at the Indomaret in Bandorasa Wetan, Kuningan Regency, attempts to resolve the dispute through direct negotiation between the consumer and the business operator failed due to fundamental disagreements concerning the facts and liability for the losses suffered by the consumer. The consumer maintained that the health issues they experienced resulted from consuming expired milk purchased at the Indomaret outlet, and therefore argued that the business operator should be held liable and provide compensation in accordance with Article 19 of Law No. 8 of 1999 concerning Consumer Protection (UUPK). Conversely, the Indomaret outlet in Bandorasa Wetan, Cilimus District, Kuningan Regency, did not fully accept the consumer's claims and denied that the product in question originated from their inventory. These conflicting views prevented the parties from reaching an agreement regarding the nature of liability or the amount of compensation to be awarded.

The failure of negotiations was also attributed to a lack of consensus regarding the evidence presented in the dispute. The consumer believed they possessed sufficient evidence to demonstrate that the expired milk they consumed had been purchased at the Indomaret in Bandorasa Wetan, Cilimus District, Kuningan Regency, whereas the business operator maintained their position by refuting some of the consumer's allegations. Consequently, the negotiation process failed to

yield a resolution, as both parties remained steadfast in their respective arguments. As the parties could not resolve the dispute directly, the involvement of a consumer dispute resolution body became necessary; the consumer subsequently pursued resolution through the Consumer Dispute Resolution Agency (BPSK), an institution established under the Consumer Protection Law.

The BPSK is an institution established pursuant to Article 49 of Law No. 8 of 1999 concerning Consumer Protection (UUPK) to handle and resolve consumer disputes out of court. Under Article 52, the duties and authority of the BPSK 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) reporting to general investigators in the event of a violation of the provisions of this Law.

This institution is established at the Level II regional level (regency/city) to provide a means for resolving disputes between consumers and business actors without the need for court proceedings. The existence of the BPSK represents a form of legal protection provided by the state to enable consumers to obtain justice more effectively and efficiently. Under Article 52 of Law No. 8 of 1999, the BPSK offers three resolution mechanisms: mediation, conciliation, and arbitration. These mechanisms allow the parties to select the dispute resolution method best suited to their needs and the specific characteristics of the issue at hand.

Mediation offers advantages over other forms of dispute resolution, as the process is faster, less costly, and helps preserve good relationships between the parties involved. In the context of consumer disputes such as those involving the distribution of expired milk products mediation can serve as an effective initial step toward securing compensation without the need for lengthy litigation. Thus, mediation stands as a vital instrument within a dispute resolution system that prioritizes fairness, efficiency, and mutual agreement. Meanwhile, arbitration is a form of alternative dispute resolution governed by Law No. 30 of 1999 concerning Arbitration and Alternative Dispute Resolution. Article 1, point 1, defines arbitration as a method for resolving civil disputes outside the general court system, based on a written arbitration agreement between the disputing parties; however, in the case regarding the distribution of expired Indomilk products, these advantages were not realized because the parties held conflicting views regarding the origin of the disputed milk and liability for the consumer's losses. This situation demonstrates that the effectiveness of mediation in consumer disputes relies heavily on the parties' good faith and willingness to reach an agreement. Unlike mediation, arbitration empowers the arbitrator to issue a binding decision on the dispute. This decision is final and possesses permanent legal force, meaning it cannot be overturned through appeal, cassation, or judicial review. Finally, conciliation is a form of out-of-court dispute resolution involving a neutral third party the conciliator who brings the disputing parties together to reach a mutual agreement. In this process, the conciliator plays an active role by offering

proposals or recommendations for resolution but lacks the authority to impose a conclusion; consequently, the outcome remains dependent on the parties' consent. In the context of consumer dispute resolution via the BPSK (Consumer Dispute Resolution Agency), conciliation serves as a means to align the interests of consumers and business actors through deliberation, without resulting in a binding decision like arbitration. This process emphasizes a persuasive approach and compromise to reach an agreement. From an academic perspective, conciliation is an alternative method distinct from mediation and arbitration; it is characterized by a conciliator who plays a more active role than a mediator but lacks the authority of an arbitrator. Consequently, conciliation is flexible, expeditious, cost-effective, and effective in maintaining good relations between the parties.

Dispute resolution through the Consumer Dispute Settlement Agency (BPSK) offers several advantages, including a relatively fast and simple process and lower costs compared to court-based litigation. Furthermore, the BPSK provides accessible avenues for consumers, who typically occupy a weaker position than business operators. In practice, the BPSK is often the preferred choice for resolving consumer disputes because it offers practical solutions without compromising fairness. However, if the BPSK process fails to yield a satisfactory outcome or if the business operator does not comply with the resulting decision, the consumer retains the right to pursue litigation through the courts.

A case involving the sale of expired milk at the Indomaret outlet in Bendorasa Wetan (Cilimus District, Kuningan Regency) underwent a mediation process facilitated by the BPSK, during which the parties were given the opportunity to present their respective arguments, evidence, and demands. The consumer contended that the health issues they experienced specifically vomiting, dizziness, and diarrhea resulted from consuming expired milk purchased at the Indomaret outlet in Bendorasa Wetan. Conversely, the Indomaret outlet, represented by its legal team, denied the allegations and stated that the disputed milk product did not originate from their store's inventory. Following the mediation proceedings at the Kuningan Regency BPSK, the parties failed to reach an agreement; the mediation was declared unsuccessful and did not result in the amicable dispute resolution originally sought. On May 7, 2026, during the session for the reading of the ruling, the Kuningan Regency BPSK panel determined that the mediation process had failed to produce an agreement between the consumer and the business operator. Consequently, the BPSK mediation process was declared unsuccessful, and the matter was returned to the parties, granting the petitioner the full right to pursue the claim through other legal channels. The failure of mediation in this case demonstrates that the effectiveness of dispute resolution through mediation relies heavily on the parties' willingness to reach an agreement and a shared understanding of the disputed legal facts. When the parties remain entrenched in their respective positions, the goal of achieving an amicable resolution becomes difficult to realize. Consequently, the consumer retains the right to pursue litigation to secure legal certainty, legal protection, and redress for the

losses suffered as a result of consuming expired milk products.

Litigation is a dispute resolution process conducted before a court in accordance with applicable procedural laws, wherein the disputing parties fully entrust the resolution of the matter to a judge to examine, adjudicate, and issue a binding ruling. This process is formal in nature, as it adheres to procedural rules whether civil or criminal and follows systematic stages ranging from the filing of a lawsuit, case examination, and the presentation of evidence to the final judgment. In litigation, the judge has the authority to evaluate the evidence submitted by the parties and determine the established legal facts; consequently, the resulting judgment carries permanent legal force (*inkracht van gewijsde*) and can be forcibly enforced by the state if the losing party fails to comply voluntarily.

Litigation offers a stronger guarantee of legal certainty compared to out-of-court dispute resolution. From the perspective of consumer protection law, litigation is a recourse available to consumers to assert their rights when non-litigation avenues fail to yield a settlement. Aggrieved consumers may file a civil lawsuit in a district court seeking compensation for losses incurred; however, while litigation offers advantages regarding legal certainty and the binding nature of the judgment, the process generally entails a longer duration, higher costs, and more complex procedures than out-of-court resolution. Therefore, in practice, litigation is often regarded as a last resort (*ultimum remedium*) to be pursued only after non-litigation efforts have failed to produce a satisfactory outcome for the parties involved.

Litigation continues to play a vital role in the legal protection system, particularly in guaranteeing justice and legal certainty for consumers and serving as a means to enforce business accountability through binding and enforceable court rulings. In the case of the distribution of expired milk products, for instance, a lawsuit could be filed based on an unlawful act (*onrechtmatige daad*) to claim compensation for damages suffered. This litigation route is typically pursued when the losses incurred by the consumer are significant, whether in material terms or regarding health and safety. In practice, however, resolving disputes through litigation or the court system often faces various obstacles. These include lengthy dispute resolution processes, relatively high litigation costs, and a perception that judicial institutions lack responsiveness in handling cases. Furthermore, courts do not always provide a satisfactory resolution for the parties involved, largely due to processes that tend to be formal, protracted, and costly. Such conditions prompt many people to prefer non-litigation dispute resolution methods over litigation. This tiered dispute resolution mechanism reflects the comprehensive design of Indonesia's consumer protection legal system, which ranges from simple resolution methods to formal legal proceedings. These stages offer the parties business operators and consumers an opportunity to resolve disputes amicably before resorting to more complex legal avenues.

4. Conclusion

Legal protection for consumers regarding the distribution of expired milk products is realized through two complementary

forms of protection as outlined by Moch. Isnaeni namely internal and external legal protection. Internal protection arises from the contractual relationship between the consumer and the business actor, wherein the packaging label stating the expiration date serves as an implicit guarantee; a violation thereof can be classified as either a breach of contract or an unlawful act pursuant to Article 1365 of the Indonesian Civil Code. However, given that the consumer's weaker bargaining position renders internal protection insufficient, external protection is provided through mandatory legal norms specifically Law No. 8 of 1999 concerning Consumer Protection, Law No. 18 of 2012 concerning Food, and BPOM technical regulations which establish an absolute prohibition against distributing expired goods (Article 8 paragraph (1) letter g of Law No. 8 of 1999 and Article 90 of the Food Law) alongside corresponding administrative and criminal sanctions. The case involving the distribution of milk at the Indomaret outlet in Bandorasa Wetan, Kuningan Regency, serves as concrete evidence that without firm external law enforcement, guarantees arising solely from the contractual relationship are inadequate to redress consumer losses.

Consumers harmed by the sale of expired milk products have the right to legal protection and to hold the business operator accountable for the losses incurred. Dispute resolution may be pursued through either non-litigation or litigation channels, as stipulated in Article 45 of Law No. 8 of 1999 concerning Consumer Protection (UUPK). In the case involving the sale of expired milk at the Indomaret in Bandorasa Wetan (Cilimus District, Kuningan Regency), an attempt at resolution through amicable negotiation was made but proved unsuccessful due to differing views between the consumer and the business operator regarding the product's origin and liability for the resulting losses. Subsequently, the consumer pursued dispute resolution via the Consumer Dispute Settlement Agency (BPSK) using the mediation mechanism prescribed in Article 52 letter a of Law No. 8 of 1999. Although mediation is a fast, simple, and low-cost mechanism, the process failed to yield an agreement because both parties maintained their respective positions. Consequently, the outcome at the BPSK did not extinguish the consumer's right to legal protection. Under Article 45 paragraph (2) of Law No. 8 of 1999, out-of-court dispute resolution does not preclude the consumer from filing a lawsuit in court should non-litigation efforts fail to reach an agreement. In the case of the expired milk sold at the Indomaret in Bandorasa Wetan, the failure of mediation demonstrates that the non-litigation mechanism was unable to provide redress for the losses suffered by the consumer. Therefore, litigation serves as an appropriate avenue for securing legal certainty, establishing the liability of business actors, restoring consumer rights, and obtaining compensation as stipulated in Article 19 of Law No. 8 of 1999 concerning Consumer Protection (UUPK). In the author's view, the litigation pursued in this case constitutes a form of external legal protection provided by the state when out-of-court dispute resolution mechanisms fail to offer an effective resolution for the parties involved.

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