

PROTECTION OF CONSUMERS' RIGHTS FOR LAUNDRY SERVICES IN ACCORDANCE WITH LAW NO. 8 OF 1999 CONCERNING CONSUMER PROTECTION

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ABSTRACT

Currently, there are many types of businesses are developing, one of them is a laundry service business. In running their business, business performers sometimes make faults that cause losses to their consumers as users of laundry services. The consumers are often confused about how to struggle their rights when they experience losses. That in this case the importance of legal protection for consumers as users of laundry services to protect their rights. The problem in this research is to find a mechanism for protecting the rights of consumers as users of laundry services on the legal basis of Law NO.8/1999 concerning Consumer Protection. How to resolve the disputes between the subject of laundry services and consumers who use laundry services who experience losses. Normative juridical is a research method used by using data literature from various journals, laws and regulations, books, etc. The data analysis was carried out using qualitative normative methods and the results of the research indicated that consumer protection for laundry service users is based on Article 18 of Law No.8/1999 concerning Consumer Protection because it contains standard clause provisions, furthermore in article 19 it has been explained the responsibilities of the subject laundry services, namely in the form of providing compensation to victims (consumers), as well as institutions authorized in consumer protection such as Consumer Dispute Settlement Agency (here and after, we will use the acronym BPSK). Systematic problem solving for consumers who experience losses can choose the way of settlement. The settlement of problems externally in court shall be through government agencies related to arbitration, mediation, conciliation options. The second way shall be solving the problem in court. The settlement is carried out in accordance with general legal principles in court.

Keywords: Consumers, Laundry Service, Dispute resolution, Consumer Protection.

ABSTRAK

Dewasa ini banyak berkembang berbagai jenis usaha, salah satunya adalah usaha jasa laundry. Dalam menjalankan usahanya para pelaku usaha terkadang melakukan kesalahan sehingga menyebabkan kerugian bagi konsumen sebagai pengguna jasa laundry. Konsumen sering kali kebingungan bagaimana memperjuangkan hak-haknya jika mengalami kerugian. Bahwasanya dalam hal ini pentingnya perlindungan hukum terhadap konsumen sebagai pengguna jasa laundry untuk melindungi hak-haknya. Adapun permasalahan dalam penelitian ini adalah mencari mekanisme dari perlindungan hak-hak terhadap konsumen sebagai pengguna jasa laundry dengan dasar hukum dari UU NO.8/1999 tentang Perlindungan Konsumen. Bagaimana penyelesaian sengketa antara subjek jasa laundry dengan konsumen pengguna jasa laundry yang mengalami kerugian. Yuridis normatif merupakan metode penelitian yang digunakan dengan memakai data kepustakaan yang berasal berbagai jurnal, peraturan perundang-undangan, literatur-literatur buku, dll. Adapun analisa data dilakukan dengan metode normatif kualitatif dan hasil penelitian tersebut mengindikasikan bahwa perlindungan konsumen pengguna jasa laundry atas dasar Pasal 18 UU No.8/1999 tentang Perlindungan Konsumen karena di dalamnya memuat ketentuan klausula baku, selanjutnya dalam pasal 19 telah diterangkan tanggung jawab dari subjek jasa laundry yaitu berupa pemberian ganti rugi kepada korban(konsumen), serta lembaga-lembaga yang berwenang dalam perlindungan konsumen seperti BPSK. Sistematika penyelesaian permasalahan konsumen yang mengalami kerugian bisa memilih cara penyelesaian. Penyelesaian permasalahan secara eksternal di Pengadilan adalah melalui instansi pemerintah terkait dengan pilihan arbitrase, mediasi, konsiliasi. Cara kedua adalah penyelesaian permasalahan di pengadilan. Penyelesaian tersebut dilakukan sesuai dengan kaidah hukum yang bersifat umum pada peradilan.

Kata Kunci: Konsumen; Jasa Laundry; Penyelesaian sengketa; Perlindungan Hukum

A. INTRODUCTION

Today, technology and information support for consumers can already have a choice of various kinds of daily needs, where significant economic development has succeeded in making various types of needs.

At this time when people are preoccupied with their activities where time becomes very valuable every second. In a sense, globalization has influenced people's lifestyles and personalities which lead to fast-paced and practical behavior. Under these circumstances, business actors take advantage of it, one of which is a service or service provider business actor known as laundry¹.

Laundry services are service providers who offer laundry services. Legal subjects contained in this service are legal entity subjects (business actors) and personal subjects (consumers). The legal interaction that occurs creates a relationship between these legal subjects which refers to Law No. 8/1999 concerning consumer protection. The subject of the legal entity has the meaning of the regulation, namely a legal subject that is a legal entity created and located in Indonesia through an agreement related to the economy. While services are defined as services for the needs of people who want to use them. Furthermore, what is meant by consumers is legal subjects who enjoy the process and results of a daily need for individuals and groups.²

Laundry services have now spread to various areas from big cities to small towns. This happens because this business opportunity is considered promising in the current era where everything is demanded to be fast-paced. The presence of this laundry service has a good impact on society, such as lightening the burden of homework, especially for people who live alone or also students and people who work with all their busy lives. The presence of this

¹ Theda, Richard Revel Wijaya, I. Made Sarjana, and Ida Bagus Putu Sutarna. "Perlindungan Hukum Terhadap Konsumen Akibat Kelalaian Pelaku Usaha Jasa Laundry Di Denpasar Utara." *Kertha Semaya: Journal Ilmu Hukum* 7.7 (2019): hlm. 1-15.

² Tjahjani, Joejoen. "Tanggung Jawab Subjek Jasa Laundry Menurut UU No.8/1999 tentang Perlindungan Konsumen." *Jurnal Independent* 2.2 (2014): 60-74.

service is considered to provide time efficiency and practicality where time for washing can be used for more productive activities.

Business actors sometimes make negligence which causes losses for consumers whose the laundry service. As a result of this negligence, there were complaints from consumers who used laundry services who were harmed by the negligence of the businessactors. Complaints that are often stated by consumers are clothes that become deformed, such as fading due to carelessness of employees. Apart from that, lost or exchanged clothesare also often complained of by consumers of laundry services.³

Where the perpetrator only apologizes for his negligence and does not repeat the same mistake and guarantees a compensation that is not equivalent to consumer losses. Usually, the subject who is harmedby the actions of the wrong business actor just surrenders and moves to a better place thanbefore. Other reasons such as consumers are reluctant to debate prolonging the problem to protract which even though as consumers have the right to compensate the laundry business actors.

B. FOCUS OF PROBLEM

1. What is the mechanism for protecting consumer rights as users of laundry services based on Law No.8/1999 concerning consumer protection?
2. How is the settlement of disputes between laundry owners and consumers whoexperience losses?

C. RESEARCH METHODS

The procedure for research uses normative methods, namely by using an applicable legal rule. The procedure for this research uses normative juridical indicators where the indicators contained in it are an analysis of an applicable

³ Sastrawati, Nila, and Muhammad Anis. "PERLINDUNGAN HUKUM TERHADAP KONSUMEN PENGGUNA JASA LAUNDRY DALAM PERSPEKTIF HUKUM ISLAM." *El-Iqthisady: Jurnal Hukum Ekonomi Syariah* (2022): 16-26.

legal rule.⁴

The technique of collecting data is done by means of literature in the library. The literature in data collection is considered to be conducting research using literature related to the research. The basic materials for this research data were obtained from secondary data, namely primary law from Law No.8/1999 and secondary law from legal literature related to consumer protection.⁵

The data analysis method used in this research is qualitative data analysis by means of exposure and elaboration of the data obtained in the form of structured words or descriptions with adjustments to the research discussion, objectives, concepts in a perfectly structured manner, then summarized to produce the final results in the study.⁶

Data analysis was carried out in a qualitative descriptive manner, where qualitative data is data expressed in the form of categories (the results are not numbers). The descriptive in question is an explanation regarding the notion of consumer protection for users of laundry services, and the analysis carried out is the elaboration of the protection of the rights of consumers whose laundry services as well as the resolution of disputes on these problems between laundry service business actors and their consumers who suffer losses by analyzing in detail and clearly from the effectiveness of the rule of law, namely Law No.8/1999.

D. RESULTS AND DISCUSSION

1. Protection of Consumer Rights as Users of Laundry Services Based on Law No.8/1999 concerning Consumer Protection

⁴ Benuf, Kornelius, and Muhamad Azhar. "Metodologi penelitian hukum sebagai instrumen menguraikan permasalahan hukum kontemporer." *Gema Keadilan* 7.1 (2020): 20-33.

⁵ Salim, Fauji. "Tinjauan Yuridis Normatif Atas Perlindungan Hukum Bagi Pasien Sebagai Konsumen Dalam Malpraktek Di Rumah Sakit." *Lex Renaissance* 5.2 (2020): 390-402.

⁶ Zulkifli, Suhaila, et al. "Implementasi Prinsip Subrogasi pada Asuransi Kendaraan Bermotor: Studi pada PT Pan Pacific Insurance." *SIGN Jurnal Hukum* 2.1 (2020): 20-29.

Legal protection is the protection of legal subjects in the form of means of both prevention and control. So that it can be said that this protection is a representation of the law, in which it has the idea of legal ideals. In carrying out and administering remedies, one must have space to do so, which is commonly known as remedy. Remedial is divided into two types that can be understood, namely preventive remedies and repressive remedies.⁷

Protection of rights is carried out to create law enforcement as protection for consumers. As regulated by Law No. 8/1999 article 1 number 1, it is also explained that protection of rights is a product of rules designed by state institutions with the aim of upholding rights and guaranteeing certainty for consumers from a conflict due to losses by business actors. The definition of the consumer itself has been specifically formulated by Law No. 8/1999 article 1 number 1. Based on this article it gives the meaning that the consumer is a legal subject who enjoys the facilities needed by the community, whose enjoyment of the results is needed for individuals or groups.⁸

The form of legal protection for consumers who use laundry services is regulated in Article 18 of the UUPK because it contains provisions for the inclusion of standard clauses made by business actors. This clause is usually listed on the laundry note. This inclusion has the nature of forcing consumers to comply with these rules even though the inclusion in it is made unilaterally by the perpetrator.

Laundry note is one type of contract in the form of a standard contract. A standard contract is a contract that has elements of requirements that generally have their own rules from one party and another in the absence of opening up an opportunity to negotiate in advance. In the laundry service

⁷ Tampubolon, Wahyu Simon. "Upaya Perlindungan Hukum Bagi Konsumen Ditinjau Dari Undang-Undang Perlindungan Konsumen." *Jurnal Ilmiah Advokasi* 4.1 (2016): 53-61.

⁸ Sekarwati, Raden Ajeng Astari, and Susilowati Suparto. "Perlindungan Konsumen Untuk Memperoleh Hak Layanan Purna Jual di Indonesia dan Eropa." *Jurnal Bina Mulia Hukum* 5.2 (2021): 275-290.

agreement, the laundry note has been prepared by the business actor which also includes certain terms and conditions clauses in it to speed up the transaction process. The clauses listed are standard clauses. The use of standard clauses in contractual practices is also considered not to violate legal provisions, including the principle of freedom of contract. Judging from the contents of Article 18 UUPK, business actors are not allowed to include standard provisions in their documents relating to paragraphs (1) and (2). The clause he prohibits from being included in the agreement is the exoneration clause. This exclusion clause states that the right of the service party to carry out the duties of rights and obligations in matters that are detrimental to the related party.

In this case, the inclusion of an exception clause in the laundry slip is a way to avoid the responsibility of the business actor for complaints of product damage caused by the services performed.

Article 18 of Law No. 18/1999 contains a prohibition on the transfer of responsibility by business actors in relation to providing options for bargaining services. Furthermore, the understanding of the subject of business owners is prohibited from providing clarification of clauses that are standard in nature but this is difficult to understand. The inclusion of clauses in the laundry note, the procedure for making it and its substance have little in common with the requirements of article 1320 of the Civil Code. If the substance of the laundry note is associated with objective conditions, namely a lawful cause, if it is not in accordance with the objective requirements then the standard contract in the note is null and void. This is also explained in paragraph (3) of Article 18 UUPK where every rule made unilaterally by the subject business owner has the meaning to be null and void by applicable law.

In Law No.18/1999 article 19 paragraph 1 states that business actors have the responsibility to provide compensation for all forms that have the nature of losses generated by business actors. In addition, Article 19

paragraph 2 also explains that the compensation obtained is in the form of giving back in the form of money, replacing goods or the like in accordance with regulations related to consumer protection.

Consumer claims for losses in connection with using a service are usually divided into two categories, namely claims for compensation losses and claims for compensation for violations of the law.⁹

In chapter VI, articles 19 to 28 in the UUPK are a form of legal protection for consumers who use laundry services, which is more specific in article 19 because it contains provisions on the responsibilities of business actors in providing compensation to consumers who experience losses. There are principles of consumer protection responsibility, including; the principle of responsibility based on an element of error or

As a form of consumer protection, especially consumers who use laundry services, institutions have emerged that play a direct and indirect role in consumer protection. One such institution is the Consumer Arbitration Board (BPSK), whose duties and powers are to resolve disputes between related parties.

2. Settlement of Disputes Between Laundry Owners and Consumers Who Experience Losses

Based on Law No. 8 of 1999 in article 19 paragraph 1 it explains that business actors have an obligation to compensate related parties who use their business due to their negligence, so business actors must fulfill compensation to consumers. If there is a refusal of its obligations in compensation, it can be sued through the related government institution with

⁹ Ahmadi Miru dan Sutarman Yodo, *Hukum Perlindungan Konsumen*, PT Rajagrafindo Persada, Jakarta, 2015. hlm 127.

competence regarding this matter, namely BPSK. Where it is explained in article 23 UUPK. Before carrying out a lawsuit, of course consumers who use laundry services who are harmed can first hold discussions and discuss it carefully with business actors to claim their rights, namely compensation. But if you don't find a meeting point, you can choose another solution option. The procedure for solving these problems is regulated in Law No.8/1999 article 45 paragraph 1 through institutions that have duties and functions in resolving these problems and the general court. It was also explained how to solve the problem externally in court as follows:

A. Dispute Resolution without (outside) Court.

There are alternative steps described in Law No. 30 of 1999. The available solutions are arbitration, consultation, negotiation, mediation, conciliation, or expert judgment (ADR). Law No.8/1999 only introduces several types namely; arbitration, conciliation and mediation, where this is stated in article 52 UUPK letter a which is one of the duties and authorities of BPSK. According to these regulations, the Consumer Dispute Settlement Agency has the meaning of being an agency that has the task of resolving a problem between business actors and consumers.

The following is the flowchart on how to resolve the problem through the Consumer Dispute Settlement Agency (BPSK).

The first stage is filing a lawsuit. Aggrieved parties (consumers) can apply to the nearest BPSK. If the consumer is unable to apply himself, he can send his own attorney. Once the representatives are identified, a written request is sent to the BPSK secretariat. For receipts, BPSK makes written receipts. Through an oral application, the secretariat makes the applicant's submission on the form. The form shows the number and date of the claim that has been registered. If the lawsuit does not comply with the applicable regulations, BPSK has the right to reject the application. This also happens if the application submitted is not within the scope of BPSK. In addition, BPSK is required, if the lawsuit complies with the requirements, to summon the

defendant (business entity) in the form of a summons or subpoena. This summons process takes no more than 3 days when the application has been approved by BPSK.¹⁰

The second stage is the selection of ways to solve the problem. The available procedures are:¹¹

- a. Conciliation. Based on Article 1 Number 9 Regulation of the Minister of Industry and Trade Number 350/MPP/Kep/12/2001 defines conciliation as a settlement method involving a mediator for that purpose. The solution to solving the problem is left to the parties.
- b. Mediation. According to article 1 paragraph 10 (Decree of Minister of Trade) SK Menperindag No. 350/MPP/Kep/12/2001 describes mediation as a settlement process with the role of the mediator acting as a legal adviser, and deferred decisions at the discretion of the disputing parties. This dispute resolution if the initiative comes from one or several parties, followed by a BPSK meeting as a mediator
- c. Arbitration. Settlement of consumer disputes, where the parties fully submit to the BPSK meeting to resolve and resolve any disputes that arise. The implementation is carried out by BPSK which is attended by representatives of the business world, government agencies and related parties or consumers who represent members of the meeting. An arbitrator from the government chaired the meeting. During litigation, it is mandatory to provide instructions to the consumers and business entities involved.

The procedure for resolving consumer disputes above already has a basis for the agreement of the parties to the dispute. So the related parties can choose to go through the process of how to resolve the dispute or problem as it is regulated in article 4 and article 2 of SK Menperindag No. 350/MPP/Keo/12/2001.

¹⁰ Maryanto, *Prosedur Penyelesaian Sengketa Konsumen di BPSK*, Unissula Press, Semarang, 2019.hlm. 34.

¹¹ Apsari, Ni Komang Ayuk Tri Buti, and Dewa Gede Rudy. "Perlindungan Hukum Dan Penyelesaian Sengketa Konsumen Belanja Online Di Luar Pengadilan." *Kertha Semaya: Journal Ilmu Hukum* (2018).

The third stage is the decision on consumer rights disputes and business actors determined by the BPSK assembly which consists of two types of decisions, namely decisions with settlement methods through conciliation and mediation. The agreement was agreed upon and signed by related parties and BPSK's decision for the arbitration method. Each decision has legal considerations of the case.

Results As for compensation for damage or pollution referred to as a form of compensation as stated in the consumer dispute decision, it can be in the form of a refund.

It can also be in the form of replacement of goods and/or services with the same value and equivalent treatment. Administrative sanctions in the form of money worth two hundred million rupiah. This sanction is only imposed if the disputing parties use the arbitration method in settling the case. Or it can also be applied when a business actor does not carry out compensation in the form of compensation, refunds, goods or services of equal value, and health care.¹²

Provisions regarding administrative sanctions are regulated in Chapter XIII UUPK article 60 where in paragraph (1) it is stated that the consumer dispute resolution agency has the authority to impose compensation sanctions of a maximum of Rp. 200,000,000 (two hundred million rupiah). The provisions for criminal sanctions are regulated in articles 61-63. And business actors can also be burdened with criminal charges in accordance with Article 61 of the UUPK.

Through a lawsuit for civil damages, it can also have an impact on criminal charges through the process of investigating and proving the case. Especially with the elements of mistakes that are intentionally made by business actors.¹³

The results of mediation or dispute resolution by conciliation will be set forth in a written agreement in the form of a BPSK decision no later

¹² Maryanto, *Op.Cit.* hlm. 36.

¹³ *Ibid*, hlm. 37.

than 21 working days after therequest is received by the BPSK Secretariat. Likewise the mediation results of consumer disputes are announced in the form of a decision of the Consumer Dispute Arbitration Board (BPSK) signed by the chairperson and members of the BPSK session which contains the administrative sanctions imposed.

The BPSK decision is in the form of peace, the case is granted or rejected. Based on article 42 (1) Kepmeperindag RI No. 350/MPP/Kep/12/2001 of 2001 states that BPSK decisions are final and binding on the parties and burden the parties to implement them in good faith. Then in order for a decision to become an implementation document, it can be requested to be implemented in court.

Article 54(3) UUPK explains that BPSK's final decision is without appeal (cassation) at BPSK. But in Article 56 Article 2 UUPK stipulates that parties can submit objections to the court no later than 14 working days after the BPSK decision. With the possibility of filing objections, it can be concluded that BPSK's decision is not final. Parties who object to the decision received may submit an objection to the court, only those who disagree with the court decision may not file further cassation but cassation to the Supreme Court.¹⁴

For this reason, the Supreme Court issued Supreme Court Regulation Number 1 of 2006 concerning Procedures for Appeal of BPSK Decisions. This decision states that there is basically no reason to cancel the BPSK decision if it does not meet the requirements. And Article 2 of the Supreme Court explains that the BPSK decision can be challenged.

B. Dispute Resolution Through Courts

Article 48 of the UUPK states that the settlement of consumer disputes through the judicial route is a provision relating to general courts which is enforced in accordance with the provisions of Article 45.

¹⁴ Ahmad Miru dan Sutarman Yodo, *Op.Cit.* hlm. 264.

In Article 45 paragraph 4 the settlement of consumer disputes through the courts is possible if the parties do not choose an out-of-court consumer dispute settlement effort or other out-of-court dispute resolution efforts that are declared unsuccessful by one of the parties to the dispute.

The procedure for resolving disputes through the courts uses procedural law that has been generally accepted, namely HIR/RBg. In civil cases the District Court Article 46UUPK stipulates that consumers who have been given the right to file a lawsuit are:

- a. Aggrieved consumers;
- b. A group of consumers with the same interests;
- c. Consumer protection institutions/organizations in the form of legal entities or foundations that aim to provide consumer protection in accordance with their articles of association.
- d. Government or related agencies.

In order for the court to uphold the claim filed by the plaintiff, it must meet the requirements of the HIR and RBg. The terms and conditions are as follows.¹⁵

- a. Formal requirements are generally formal requirements that must be met in the judicial process. The place and place of residence where the statement of claim is made. duty stamp; signature.
- b. Substantial Terms, consisting of; Identity of the Disputing Parties; Attorney Identity.

The following below is the sequence of steps in filing a civil lawsuit in a district court as a form of dispute resolution option through the courts.¹⁶

- a. First, Lawsuit Registration. File a civil lawsuit with the court for the first time by registering. As in Article 118 paragraph 1 HIR, the claim

¹⁵ Dinata, I. Wayan Wardiman, and I. Nyoman Bagiastra. "Cara Mengajukan Gugatan Dan Perubahan Gugatan Dalam Praktek Peradilan Hukum Acara Perdata." *Kertha Negara: Journal Ilmu Hukum* 5.2 (2017).

¹⁶ Arum Puspita Sari, *Tata Cara Mengajukan Gugatan Perdata ke Pengadilan Negeri*, <https://bahasan.id/tata-cara-mengajukan-gugatan-perdata-ke-pengadilan-negeri/>, diakses pada 8 Desember 2022, pukul 21.32 WIB.

- is registered and submitted to the District Court based on its competence.
- b. Second, paying the down payment of the case fee. After the registration of the lawsuit is received by the clerk's office of the local District Court, then there are court fees that must be paid by the plaintiff.
 - c. Third, case registration. Registering a case is fulfilling the requirements in the case register book to obtain a request for further processing.
 - d. Fourth, delegation of cases to the Supreme Court. After receiving the case number based on the order in the case list, the case is forwarded to the court clerk. In accordance with the nature of the Criminal Code, transfers must be made no later than 7 days from the date of registration.
 - e. Fifth, the appointment of judicial officials by the chairman of the district court. After examining the files submitted by the Chairman of the District Court. The Head of the District Court will appoint a panel of judges to investigate and decide the case within seven days of receipt of the dossier. The Judges' Jury will consist of a minimum of 3 judges, including the Chief Judge and 2 judges.
 - f. Sixth, Determine the date of the meeting. After the panel of judges has been selected to examine and decide on the case, the panel of judges will set a trial date. These provisions will be stated in the warrant no later than 7 days after the case file is received by the jury. The panel of judges then summons the parties (plaintiff and defendant) to the scheduled hearing. The main trial then begins in accordance with applicable civil procedural law.

E. CONCLUSION

1. Protection for consumers who use laundry services based on the UUPK is contained in article 18 of the UUPK where in that article contains standard clause provisions governing the provisions on how business actors make clauses so that they do not harm consumers. As a form of consumer

protection, especially consumers who use laundry services, there are institutions -The institutionformed has a role in consumer protection. One of these institutions is theConsumer Dispute Settlement Agency (BPSK).

2. In terms of resolving consumer disputes at a loss, there are two possible solutions. Out of court dispute resolution by the Consumer Dispute Settlement Agency (BPSK) and judicial settlement. Based on article 52 UUPK letter a that there arethree options for settlement out of court, namely by means of mediation, arbitration and conciliation.

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Resolution. Decree of the Minister of Industry and Trade of the

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Civil Code (KUH Perdata).

Arum Puspita Sari, Procedures for Submitting a Civil Lawsuit to the District Court, <https://regarding>