

Legal Protection for Consumers for Drug SalesDiet without Distribution License Through Marketplace

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Abstract

This paper aims to explain the legal protection of consumers for the sale of diet drugs without a distribution permit through the marketplace. This research is a normative legal research. The type of approach used in this study is the statutory approach and the conceptual approach. The collection of legal material in this study used the snowball technique as used in empirical research. The analysis of legal material in this research is to use descriptive, comparative, evaluative and argumentative analysis. This study aims to answer the problem of what are the permit provisions for diet drugs sold through marketplaces? Then how about the legal protection for consumers who buy diet drugs without a distribution permit through the marketplace? After conducting the research, it can be concluded that business actors who trade diet/slimming products without a distribution permit are actions that are prohibited for business actors, so these goods must be withdrawn from circulation. Then,

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INTRODUCTION

Marketplace is a business activity platform without using paper or paperless trading. So it can be said that the marketplace has a similar concept to the traditional market. Marketplace companies provide a place for sellers who want to sell and customers who are looking for products with easy and fast transactions, but the marketplace owner is not responsible for the goods sold at that place (Kompas.com, 2021). Marketplace is a business activity without using paper or paperless trading (Primary, 2020). Based on data quoted from store.sirclo.id, there are at least 5 to 22 marketplaces that are most frequently used by people in Indonesia in 2021, including: Tokopedia with 135 million visitors, Shopee with 127 million visitors, Bukalapak with 34 million visitors, Lazada 30 million visitors and Blibli as many as 19 million visitors (Riskita, t.thn.). There are various goods and services that can be found in the marketplace, one of which is diet medicine. Sales of diet drugs through marketplaces are carried out using electronic media, so it can be said that these drugs are sold online. These provisions are in accordance with Drug and Food Control Agency Regulation Number 32 of 2020 concerning Amendments to Drug and Food Control Agency Regulation Number 8 of 2020 concerning Control of Drugs and Food Distributed Online, hereinafter abbreviated as BPOM Regulation concerning Changes to Online Drug and Food Control.

One of the many diet drugs sold in the marketplace is Doctor's Diet Medicine. Doctor's Diet Medicine is a diet drug in the form of pills sold in bottles and according to information it can reduce excessive body weight naturally without side effects and is not dependent, maintains body weight without feeling hungry and can convert fat into energy / carbohydrates. However, this Doctor's Diet Drug is not registered or registered with the Food and Drug Supervisory Agency so that this drug can be classified as an illegal drug. Thus the Doctor's Diet Medicine does not have a distribution permit which is sold through the marketplace, of course it can harm consumers who consume these diet drugs.

Not all drugs sold through the marketplace have a distribution permit as stipulated in the Drug and Food Control Agency Regulation Number 8 of 2020 concerning Control of Drugs and Food Distributed Online, hereinafter abbreviated as the BPOM Regulation concerning Online Drug and Food Control. Diet drugs that do not have a distribution permit can endanger the health conditions of consumers who consume these diet drugs, this is contained in the provisions of Article 1 number 13 Regulation of the Food and Drug Supervisory Agency Number 26 of 2018 concerning Electronically Integrated Business Licensing Services for the Drug and Food Sector, hereinafter abbreviated as BPOM Regulation Concerning Drug and Food Licensing Services, distribution permits are "licences for drugs and food produced by producers and/or imported by drug and food importers to be distributed in the territory of the Republic of Indonesia. Republic of Indonesia based on an assessment of safety, quality, and efficacy."

There are several previous studies that discuss the sale of drugs online. The research was conducted by Dini Rosmawati (2019) entitled "Legal Responsibilities in the Electronic Sales of Drugs." The similarity of the research is that they both discuss drug sales via electronics. However, the difference lies in the discussion that will be carried out by this study discussing the seller's responsibility for selling drugs electronically. Further research was conducted by Dara Indri Yunita (2022) entitled "Legal Protection of Consumers for Selling Vaccines Online." The similarity of the research is that they both discuss legal protection for consumers. However, the difference lies in the research object in the form of selling vaccines through online media, while the object of research conducted here is in the form of selling diet drugs.

From this background, there are problems regarding the provisions for permits for diet drugs sold through the marketplace? Then how about the legal protection for consumers who buy diet drugs without a distribution permit through the marketplace? Diet drugs that do not have a distribution permit can certainly be detrimental to consumers, because these diet drugs may contain dangerous ingredients that are not in accordance with the purpose of using these diet drugs. Thus, the harmful content contained in these diet drugs, if consumed, can certainly be detrimental to the health of consumers.



RESEARCH METHODS

The research method is as an activity that contains certain procedures in the form of a series of ways or steps that are arranged in a directed, systematic and orderly manner (Nasution BJ, 2008). This type of research is normative legal research. This normative legal research departs from the absence of norms in laws and regulations regarding legal protection for consumers for the sale of diet drugs that do not have a distribution permit through the marketplace.

The type of approach used in this study is the statutory approach (statute approach) and the conceptual approach (conceptual approach). A normative research must use a statutory approach, because what is examined are various legal regulations which are the focus as well as the central theme of a research (Widiyatmoko, 2022). This type of approach was chosen because the conceptual approach can be used to describe and analyze research problems that depart from the current legal system. The legal system that is currently in force is then examined regarding the absence or absence of norms from a statutory regulation that can be applied to legal events or concrete legal disputes (Putra, Budiarta, & Karma, 2019).

Sources of Legal Materials used in writing this research include Primary Legal Materials and Secondary and Tertiary Legal Materials, namely:

1. Primary Legal Materials, namely laws and regulations related to the problems studied, namely: the 1945 Constitution of the Republic of Indonesia, The Civil Code, the Criminal Code and all laws and regulations relevant to consumer protection for drugs without a distribution permit.
2. Secondary Legal Materials, which includes materials that provide an explanation of primary legal materials (Sunggono, 2009), such as related literature and scientific papers.
3. Tertiary Legal Materials, namely materials that provide instructions and explanations of primary and secondary legal materials (Sunggono, 2009), like a legal dictionary.

The collection of legal material in this study used the snow ball technique as used in empirical research. The analysis of legal material in this research is to use descriptive, comparative, evaluative and argumentative analysis. In other words, this research begins by describing a problem, then making comparisons with relevant opinions. After that, an evaluation of the discussion was carried out and arguments were given from the results of the research.

RESULTS AND DISCUSSION

Diet Drug Licensing Arrangements and Marketplace Sales

A distribution permit is mandatory for every processed food product circulating in Indonesia. The rules regarding distribution permit obligations are contained in Regulation of the Head of BPOM No. 27 of 2017 concerning Processed Food Registration. The regulation explains that every processed food, whether produced domestically or imported to be traded in retail packaging, must have a distribution permit. In Indonesia, the institutions that have the authority to issue processed food distribution permits are the Health Service and the Food and Drug Supervisory Agency or BPOM as stipulated in Presidential Regulation Number 80 of 2017. This distribution permit is required, so that the public or consumers get legal certainty for processed products that are they consume. For business actors, legal certainty in the form of a BPOM distribution permit can also provide convenience in reaching a wider market, even overseas.

The electronic services provided by the marketplace platform are actually crucial things to be fulfilled properly. Where service quality (good service quality) can be said to be the main foundation in advancing digital business. Because the growth and survival of a business is strongly influenced by the trust given by consumers. Citing the opinion of economist Simeon Reed (Ramli, 2021), once said that trust from consumers to sellers is important because when consumers trust, there will be continuous transactions with online business actors.

In the marketplace known as insem. Insem is a form of standardization to be given to all marketplace platforms in Indonesia (Ramli, 2021). This is done in order to create a marketplace with a quality level determined by the government. Thus, supervision will be achieved from the government to the marketplace and from the marketplace to all business actors in it. The



formulation of the Insem has been transformed in such a way that it is aligned with the Indonesian National Standardization Agency (BSN) and the fulfillment of the Code of good practice indicators at the World Trade Organization (WTO). The following are 6 indicators that must be met by the marketplace to obtain an Insem license, namely (Ramli, 2021): openness, transparency, consensus and impartiality, effective and relevant, coherent and developmental dimensions.

In the practice of selling drugs, there are still many cases of negligence by sellers, such as selling drugs without a distribution permit. This kind of seller's actions have violated the rules set out in the law and need to be held accountable for these actions. If the problem regarding the use of diet/slimming products without a distribution permit is related to consumer protection, this means that the consumer rights listed in Article 4 points 1 and 3 of the Consumer Protection Law that: "Consumers have the right to comfort and safety in consuming goods or services and consumers have the right to correct, clear and honest information regarding the conditions and guarantees of goods or services, cannot be fulfilled." That is, they violate user rights that are clearly stated in the contents of the article by the entrepreneur. In this regard, Consumers are entitled to guarantees for products sold by traders. All products offered must not cause harmful effects when consumed by users so as not to cause physical and spiritual harm (Sutarman, 2011).

Article 8 of the Consumer Protection Law regulates actions that are prohibited for economic actors. Regarding the prohibition for economic actors, namely not trading goods that do not meet the required standards and prohibitions on producing and/or trading goods and/or services that do not meet quality. Business actors in selling their products, product quality and clarity are obligations that must be considered so that consumers get clear and honest information about these products (Rani & Yasa, 2019).

Based on the provisions in Article 8 paragraph (4) The Consumer Protection Law, "If a business actor trades diet/slimming products which are prohibited acts for business actors, then the item must be withdrawn from circulation." If there is a consumer problem related to the use of diet/slimming products without a distribution permit, then the entrepreneur must pay compensation for this incident and can be called a law enforcement effort (Madia & Atmadja, 2019).

Currently, many buying and selling activities are carried out online or known as e-commerce. With the emergence of technology-based trading activities, e-commerce has changed the transactional relationship between consumers and businesses that was previously handled directly, but is now handled indirectly. In Law Number 11 of 2008 concerning Information and Electronic Transactions, the definition of transaction Electronic transactions are listed in Article 1 number 2, namely: "Electronic Transactions are legal actions carried out using computers, computer networks, and or other electronic media."

Related to this, entrepreneurs must provide correct information for licensing, related to drug content, drug distribution permits, drug forms, efficacy and side effects for users when using diets or slimming drugs. In BPOM Regulation No. 26 of 2018 in Article 1 point 13 states: "A distribution permit is a permit for drugs and food produced by manufacturers and or imported by drug and food importers to be distributed within the territory of the Republic of Indonesia based on an assessment of safety, quality and efficacy."

Following are some regulatory provisions regarding sales rules in the marketplace by each marketplace:

1) Law Number 11 of 2008 Concerning Information and Electronic Transactions (UU ITE)

This law explains the meaning of electronic transactions, which are explained in Article 1 number 2 that Electronic Transactions are "Legal actions carried out using computers, computer networks, and/or other electronic media." Dissemination of information by business actors in selling their goods, especially medicines, is carried out through several online sites and also several social media, for example Facebook, Instagram and other social media accessed via computers.

Article 9 of the ITE Law explains regarding information from business actors regarding goods sold that, "Business actors offering products through the Electronic System must provide complete and correct information relating to contract terms, manufacturers and products offered." Complete information provided to consumers must be in accordance with what should be, both



regarding the ingredients contained in these drugs, the distribution permit of these drugs, the form of the drugs, to the efficacy and side effects for users when consuming diet drugs that are sold, and Completeness of this information is the most important thing in buying and selling activities. However,

2) Law Number 8 of 1999 Concerning Consumer Protection(Consumer Protection Act)

In the Consumer Protection Law, business actors are asked to be honest about all information relating to goods and/or services sold to consumers. Particularly in the sale of diet drugs, business actors must strictly comply with information regarding distribution permits. Consumer rights that need to be considered in e-commerce transactions, namely, the right to convenience, security and safety in consuming goods and/or services; The right to correct, clear and honest information regarding the conditions and guarantees of goods and/or services. In the community, the sale of medicines that are not in accordance with the required standards and not in accordance with the law still occurs, especially in sales through marketplace activities. This explanation can also be related to the provisions in Article 8 paragraph (3) of the Consumer Protection Law. The elucidation of Article 8 paragraph (3) of the Consumer Protection Law above stipulates that the sale and distribution of pharmaceutical preparations must provide complete and correct information, but this regulation does not explain trade conducted using marketplaces. Meanwhile, the public as consumers have their own rights as users of goods and services, in this case diet drugs sold online.

3) Government Regulation Number 80 of 2019 Concerning Trading Through Electronic Systems and Transactions (PP PMSE)

From a normative juridical perspective, Government Regulation No. 80 of 2019 concerning Trade Through Electronic Systems (PP PMSE) is a reference in addressing the growth of e-commerce. From the consumerism aspect, PP PMSE is sufficient to accommodate the needs of online consumers in customer satisfaction(Maimanah & Permana, 2022), legal aspects of business actors and consumers as well as supervision in the context of consumer protection (Pariadi, 2018).

PP PMSE rules are not only about buying and selling, but also covering delivery mechanisms, payments, advertisements, electronic contracts, and others. Therefore, the PP PMSE implementation approach needs to be carried out holistically due to many aspects. In PP PMSE, entrepreneurs are defined as individuals or business entities that are legal entities or not legal entities that can be domestic entrepreneurs and foreign entrepreneurs and carry out business activities in the PMSE sector.

Meanwhile, the product sales policy rules governed by several marketplace platform platforms are as follows (Marditia, 2022):

1. Shopee

List of Prohibited and Restricted Items:

"All types of drugs or other substances whose circulation is prohibited or restricted according to applicable legal provisions, including but not limited to the provisions of the Health Law in the Republic of Indonesia. Also included in this provision are hard drugs, drugs that require a doctor's prescription, anesthetic drugs, slimming drugs and the like, or drugs that do not have an official distribution permit from the Food and Drug Supervisory Agency.

2. Tokopedia

Prohibited Health Products to be Sold on Tokopedia:

List of items related to health products and medicines that may not be traded on the following Tokopedia website:

"All types of drugs and other substances whose circulation is prohibited or restricted according to applicable legal provisions, including but not limited to the provisions of the Narcotics Law, Psychotropic Law and Health Law. Also included in this provision are hard drugs, drugs that require a doctor's prescription, anesthetics and the like, or drugs that do not have a distribution permit from the Food and Drug Supervisory Agency.

Based on the facts, it is often found that the marketplace does not implement a system for checking the goods and prices listed in sales, so sellers and buyers are free to make transactions.



Marketplace is an online platform that can be accessed anywhere, anytime and anyone must provide a system to control and authorize drug sales. the marketplace must check the suitability of the goods being sold and the relevance of the advertisements. Therefore, the government must make regulations governing the distribution of drugs through online media with the aim of controlling so that all drug dealers cannot sell freely without conditions. The elements that must be controlled in managing drug sales in online media are pharmaceutical products that can be sold by related parties,

Violation of Diet Drug Distribution Permit in the Marketplace

In e-commerce trade transactions, a legal relationship structure is formed that is not the same as the legal relationship structure in conventional trade. In conventional trade, the structure of the legal relationship only occurs between the seller and the buyer and the transaction is carried out face to face (face to face interaction). Whereas in e-commerce trade the legal relationship structure consists of several parties, namely sellers, buyers, banks, goods/service delivery companies, and the media used for transactions. The structure of this legal relationship is a pattern of legal relations that is formed in electronic trade transactions (e-commerce) (Sinaga, 2020). Of course, in carrying out buying and selling transactions through e-commerce, it cannot be denied that there will be problems between parties caused by violations committed by one of the parties. For this reason, it is important to know the responsibilities of each party in the event of a violation.

Business actors who violate statutory provisions on consumer protection will result in the following legal consequences (Sinaga, 2020):

1. The obligation of business actors/importers/sellers to stop their activities or withdraw their goods from circulation, and/or;
2. Provide compensation to consumers within 7 (seven) days after the transaction with the burden of proof on the part of the business actor/importer/seller, and/or;
3. Criminal charges against business actors/importers/sellers, with the burden of proof on said business actors/importers/sellers.

In fact, in a legal event including e-commerce transactions, it is inseparable from the possibility of violations committed by one or both parties, and these violations of the law may be categorized as unlawful acts (Onrechtmatigedaad) as specified in Article 1365 of the Civil Code which states that: "Every unlawful act, which causes harm to another person, obliges the person who because of his mistake to issue the loss, compensate for the loss." Based on the definition above, an act can be considered an unlawful act if it fulfills the elements, namely there is an unlawful act; there is a mistake; there are downsides, and there is a reciprocal relationship between elements 1, 2 and 3.

An act against the law may occur in an e-commerce transaction, provided that the elements mentioned above must be proven. If the above elements are not fully met, then an act cannot be said to be an unlawful act as stipulated in Article 1365 Civil Code. Settlement of disputes that occur in online buying and selling agreements if a party is harmed, namely being able to ask for compensation for default, because the default has harmed the other party. Compensation for these defaults can be in the form of fulfillment of the agreement, fulfillment of the agreement and compensation, ordinary compensation, cancellation of the agreement accompanied by compensation.

Legal Protection towards Consumers in Transactions through the Marketplace

Consumer protection law is one of the fields of legal science in Indonesia. Consumer protection itself describes legal protection for consumers from the behavior or actions of business actors in carrying out their business to meet their needs in everyday life (Sidabalok, 2006). Consumer protection must have more attention, because consumer protection also affects existing investments in a country, and is part of its development. The scope of consumer protection, not only for products of low quality, but also for goods and services that endanger consumers or endanger people's lives. Broad consumer protection coverage in the form of goods and services, covering the stages from the activity of obtaining goods and or services to the causes and



consequences of using the goods/services. There are two aspects of consumer protection coverage, namely (Meliala, 1993):

1. Protection for consumers against the possibility of goods received by consumers not in accordance with what was agreed upon at the time of the transaction.
2. Protection for consumers on conditions that are less or even unfair to consumers.

Protection for consumers is in the interest of the entire community, so that even nations in the world have the same expectations regarding legal certainty to protect consumers. Realizing consumer protection is a form of embodiment of various dimensions which are related to one another and are interrelated and interdependent between consumers, business actors and the government (Nasution, 2002). To protect consumer rights, actually consumer protection has existed since the Dutch East Indies government. However, many of these regulations are currently no longer used given the various changes that exist in society. Various regulations regarding consumer protection prior to the existence of the Consumer Protection Act, among others (Nugrahaningsih, 2017):

1. *Regulation Industriële Eigendom*, S.1912-545, jo.S.1913 No.214.
2. *Hinder ordonnamtieor* called the interference ordinance, S.1926-226 jo.S.1927-449. Jo.S.1940-14 and 450.
3. *Verpakkings Ordonantie* (packaging ordinance), S.1935 No.161.
4. *Sterkwerkkannde Geneesmiddelen Ordonantie* (hard drug ordinance), S.1937-641.

On the other hand, Indonesia also has laws that can be used to protect consumer rights, namely:

1. Civil Code, in part 2, Chapter V, Book II. Which regulates the obligations of sellers (business actors) in a sale and purchase agreement. For example in Articles 1473-1512 and Articles 1320-1338. These articles regulate the actions of the agreement which also protect the parties involved in the agreement.
2. The Commercial Law Code (KUHD), which regulates third parties must be protected, there is protection for cargo/passengers in maritime law, rules regarding intermediaries, insurance, securities, bankruptcy and so on.
3. Criminal Code, regulates counterfeiting, brand counterfeiting, fraud, fraudulent business competition, and so on.

Specifically in the Criminal Code there are Articles 202-205, 263, 34, 266, 382 bis, 383, 388, and so on. The articles in the Criminal Code regulate regarding:

- a. Sources of drinking water in which hazardous substances enter.
- b. Offer, sell, and receive or distribute goods that have the effect of endangering the life or safety of people.
- c. Letter forgery.
- d. Commit acts of fraudulent business competition.
- e. Commit fraudulent acts to buyers.
- f. Offer, sell or even hand over counterfeit food, drink and drugs.

At this time, consumer protection is increasingly intensified to be implemented, especially with the existence of non-governmental organizations (Sofie, 2003). One of the consumer protection organizations in Indonesia, namely the Indonesian Consumers Foundation (YLKI), was established in 1973 (Faudy, 1994). With the development of society, then in 1988 the Institute for Development and Consumer Protection (LP2K) was established, which was continued today with the establishment of various institutions with the aim of protecting consumers in various regions in Indonesia (Shidarta, 2000).

Furthermore, to provide more legal certainty for the community as consumers, then was born Law No. 8 of 1999 concerning consumer protection or commonly called the Consumer Protection Act. The Consumer Protection Act is actually not the end of the government's efforts to protect consumers (Widjaja & Yani, 2001), because after the existence of this Consumer Protection Law, which was accompanied by the rapid development of science and technology, and the emergence of transaction models that utilize the internet, the government has also made various



arrangements. Other technical arrangements related to transactions that utilize information technology, the government has issued Law Number 11 of 2008 concerning Information and electronic transactions as amended by Law Number 19 of 2016 (UU ITE). Other arrangements for efforts to implement the ITE Law even have Government Regulation Number 82 of 2012 concerning the implementation of electronic systems.

Maximum protection for consumers does state that consumers have the right to obtain correct, clear and honest information about the conditions and guarantees of goods or services. The issue is reiterated more specifically in the provisions of Article 9 of the ITE Law which states that business actors offering products through the electronic system must provide complete and correct information related to contract terms, producers and products offered by the Government. In fact, there are still acts of unscrupulous internet users that are very detrimental to consumers. In the field of cyber law institutions, the problem of authenticity can be realized by using digital signatures.

Liability If Causing Losses

The existence of an agreement creates an obligation to perform. If someone violates this obligation, not because of coercive circumstances, then this is considered a breach of contract or breach of promise. Judging from the form of default, it is divided into 4 (four) namely not doing at all, doing too late, doing performance that is not in accordance with what was promised or doing something that should not have been done (Bakarbesy, 2010). As for the forms of default that may be carried out by the seller in e-commerce business transaction activities, among others (Pranadita, 2018): Not doing according to the agreement; Late to fulfill the agreement; Carry out what was promised, but not according to what was promised; and Do something that according to the agreement should not be carried out.

When there is a problem between the seller and the buyer, the marketplace acts as an intermediary to resolve the problem between the seller and the buyer. Settlement of disputes between sellers and buyers as an example mentioned in the terms of use of Shopee can be done through a judicial mechanism or what is called a dispute. However, because the costs of the case are not proportional to the amount of losses to be sued, it can cause problems through the BPSK channel rather than the court route (litigation) (Arafah, 2018).

BPSK was established to resolve small and simple consumer dispute cases. The existence of BPSK can be part of the distribution of justice, especially for consumers who feel aggrieved by commercial actors, because disputes between consumers and commercial actors are usually small in nominal terms, so they cannot bring disputes to court because the costs of litigation are not proportional to the amount of compensation that can be claimed.

Refunds of Payments and Criminal Sanctions

In electronic trading transactions, it is possible for business actors to sell goods without first knowing the original form of the goods to be purchased. This situation provides a wide opportunity for business actors to sell goods and services whose quality or condition is not in accordance with what has been promised. In fact, consumers are very likely not to know the credibility of the business actor who sells the goods or services. Therefore, quite a large proportion of business actors commit fraudulent acts in electronic transaction activities.

In marketplace transactions, agreements are usually made with terms and conditions, service policies, terms and conditions. Based on the results of a study of several large e-commerce companies in Indonesia, it is known that the mechanism or means of compensation provided by commercial actors to consumers is usually in the form of returning or exchanging goods. Compensation in certain marketplaces has also been specifically determined only in certain circumstances, such as (Life, 2021):

a. Shopee

Buyers may only apply for a return of goods and/or a refund in the following situations:

- 1) The goods have not been received by the buyer;
- 2) The item is defective/damaged upon receipt;



- 3) The seller sends goods that do not comply with the agreed specifications;
- 4) The goods delivered to the buyer are materially different from the description given by the seller in the listing of goods, or;
- 5) Through a personal agreement with the seller and the seller must send confirmation to Shopee regarding the agreement.

b. Tokopedia

Refunds from Tokopedia to buyers can only be made in the following circumstances:

- 1) Excess payment from the buyer over the price of the goods;
- 2) Problems with the delivery of goods have been clearly identified from the seller which has resulted in the goods order not arriving;
- 3) The seller cannot fulfill the order due to out of stock, changes in shipping costs or other causes;
- 4) The seller has agreed to deliver the ordered goods, but after the specified time limit it turns out that the seller does not deliver the goods until the specified time limit;
- 5) Settlement of problems through the resolution center in the form of a decision to refund the buyer or a decision made by Tokopedia.

Referring to policies number (2) to number (4) Shopee, it can be seen that refunds are emphasized if the goods have been received by the user, but are damaged, defective or not in accordance with the user's order. In such circumstances, refunds will generally only be processed when the consumer has returned the item received to the merchant.

On the other hand, referring to Tokopedia's policy from point (2) to point (4), it can be seen that the refund policy places more emphasis on the condition of goods that are not received by the user. In this situation, a refund can be processed without the user having to return the item. The existence of a standard clause to determine the return of goods, with the condition that it is returned or not, in principle does not conflict with other laws and regulations, rules of procedure and moral standards. Therefore, based on the provisions of Article 1320 jo. 1338 of the Civil Code, this model clause applies and binds both parties.

The criminal provisions against sellers of diet drugs or pharmaceutical preparations without distribution permits are regulated in several laws and regulations, including:

a. The Criminal Code (KUHP)

Article 386 paragraph (1) of the Criminal Code, stipulates: "Anyone who sells, offers or delivers food or drink or medicine, while he knows that the goods are falsified and the counterfeit is hidden, is sentenced to a maximum of four years in prison."

b. Law Number 8 of 1999 Concerning Consumer Protection (Consumer Protection Law)

Article 8 paragraph (1) of the Consumer Protection Law stipulates: "Business actors are prohibited from producing and/or trading goods and/or services that do not meet or do not comply with the required standards and provisions of laws and regulations."

Article 62 paragraph (1) of the Consumer Protection Law, namely: "Business actors who violate the provisions referred to in Article 8, Article 9, Article 10, Article 13 paragraph (2) Article 15, Article 17 paragraph (1) letter a, letter b, letter c letter e, paragraph (2), and article 18 shall be punished with imprisonment for a maximum of 5 (five) years or a fine of up to Rp. 2,000,000,000.00 (two billion rupiah)."

c. Law Number 36 of 2009 Concerning Health (Health Law)

Article 106 of the Health Law: (1) Pharmaceutical preparations and medical devices can only be distributed after obtaining a distribution permit; (2) Labeling and information on pharmaceutical preparations and medical devices must meet the requirements of objectivity and completeness and not be misleading; (3) The government has the authority to revoke the distribution permit and order the withdrawal from distribution of pharmaceutical preparations and medical devices that have obtained a distribution permit, which are later proven not to meet the requirements for quality and/or safety and/or efficacy, may be confiscated and destroyed in accordance with provisions of laws and regulations. invitation.

Article 197 of the Health Law: "Anyone who intentionally produces or distributes pharmaceutical preparations and/or medical devices that do not have a distribution permit as



referred to in Article 106 paragraph (1) shall be punished with imprisonment for a maximum of 15 (fifteen) years and a fine of up to a lot of IDR 1,500,000,000.00 (one billion five hundred million rupiah).”

d. Government Regulation Number 72 of 1998 Concerning Security of Pharmaceutical Preparations and Medical Devices (PP Number 72 of 1998)

Article 75 letter (b) PP Number 72 of 1998: "Anyone who produces or distributes pharmaceutical preparations and or medical devices without a distribution permit as referred to in Article 41 paragraph (1) shall be punished with imprisonment for a maximum of 7 (seven) years and or a maximum fine of Rp. 140,000,000.00 (one hundred and forty million rupiah).”

The criminal provisions stipulated in the statutory regulations as referred to above aim to prevent abuse or irregularities in trading diet drugs without a distribution permit which can endanger the public by irresponsible parties. The weak position of consumers compared to business actors requires legal protection for consumers, especially in the sale of drugs such as diet drugs sold in marketplaces.

CONCLUSION

Based on the discussion above, it can be concluded that first, business actors who trade diet/slimming products without a distribution permit include actions that are prohibited for business actors, the goods must be withdrawn from circulation. When there is a consumer problem related to the use of a diet/weight loss product without a distribution permit, the entrepreneur must pay compensation arising from this problem, which is called a punitive measure. Realization efforts are actions taken after consumer protection problems arise. This is done to make entrepreneurs more accountable for their actions. Second, One form of legal protection for consumers who buy diet drugs without a distribution permit through the marketplace is criminal sanctions against perpetrators or sellers of diet drugs without a distribution permit as stipulated in the Health Law, namely imprisonment for 15 (fifteen) years for anyone who intentionally producing or distributing pharmaceutical preparations or medical devices that do not have a distribution permit. If consumers experience losses as a result of consuming processed food without a distribution permit, then business actors are expected to provide compensation in the form of replacement, treatment, or as compensation given to consumers who experience losses. form of responsibility as a responsible business person. or as compensation given to consumers who experience losses. form of responsibility as a responsible business person. or as compensation given to consumers who experience losses. form of responsibility as a responsible business person.

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