

CHAPTER TWO

LITERATURE REVIEW

A. Law of Consumer Protection

1. Understanding About Consumer and business actor.

a. Consumer

The term consumer comes from the word consumer (English-American), or consume / konsument (Dutch).¹ That sense is literally interpreted as a "person or company that buys certain goods or uses certain services" or "something or someone who uses a stock or some goods".² The meaning of the consumer or "users", but the broad sense is as a "victim of the use of products", whether the victim is the buyer or only the user of the goods, because the legal protection includes users, buyers and users of the goods.³ According to experts from France prof. Ron Atkey explain the consumer as "the person who obtains goods or services for personal or family purposes". The above definition contained two elements,

¹ Celina Tri Siwi Kristiyanti, *Hukum Perlindungan Konsumen*, Sinar Grafika, Jakarta, 2009, p. 22.

² Abdul Halim Barkatulah, 2008, *Hukum Perlindungan Konsumen (Kajian Teoretis dan Perkembangan Pemikiran)*, Bandung, Nusa Media, p. 7.

³ Celina Tri Siwi Kristiyanti, *Op. Cit.*, p. 23.

namely (1) consumers only people and (2) goods or services used for personal or family purposes.⁴

Az. Nasution confirms several things about the consumer, namely:⁵

1. Customer is any person who obtains goods or services used for a particular purpose;
2. Consumer between is any person who obtains goods and / or services for use with the aim of making other goods and / or services for trading (commercial purposes); for the consumer between, goods or services are goods or services of capital in the form of raw materials, auxiliary materials or components of other products to be produced (producers).
3. The final consumer shall mean any person who obtains and uses goods and services for the purpose of fulfilling personal, family or household needs and is not for trading (non-commercial). Understanding the consumer is contained in Article 1 number 2 of Law no. 8 of 1999 on Consumer Protection, "the consumer is any user of goods and / or services available in the community, whether for self-interest, family, other people, or other living beings and not for trading".⁶

⁴ Shidarta, 2006, *Hukum Perlindungan Konsumen Indonesia edisi revisi*, Jakarta, Gramedia Widiasarana Indonesia, p. 3.

⁵ Az. Nasution, 2001, *Hukum Perlindungan Konsumen Suatu Pengantar*, Jakarta, Diadit Media, p. 13.

⁶ Abdul Halim Barkatullah, *Op. Cit.*, p. 8.

b. Business actor

In Article 1 Sub-Article 3 of Law Number 8 Year 1999 regarding Consumer Protection stipulates that "business actor is any individual or business entity, whether in the form of a legal entity or non-legal entity established and domiciled or conducting activities within the territory of the Republic of Indonesia, jointly through agreements to conduct business activities in various economic fields. The explanations in the law that are included as business actors are companies, traders, corporations, importers, SOEs, distributors and others. understanding of consumer protection cannot be separated from the rights and obligations of producers. Under the Directive, the notion of "producer" includes:⁷

- 1) The party that produces the final product in the form of their manufactured goods is responsible for any losses arising from the goods they circulate to the public, including when the loss arises as a result of defects in goods which are components in the production process.
- 2) Manufacturers of raw materials or components of a product.
- 3) Anyone, who by affixing the name, brand, or other marks on the product expresses himself as the producer of a good.

⁷ Celina Tri Siwi Kristiyanti, *Op. Cit.*, p. 41.

1. Rights and Obligations of Consumers and Business Actors

a. Rights and obligation of consumers

As users of goods and services, consumers have rights and obligations. Knowledge of consumer rights is essential for the public to act as a critical and self-sufficient consumer so that consumers can act to fight for their rights as consumers if the consumer's rights are violated. Generally known 4 (four) basic rights of consumers, namely:⁸

1. Right to safety

Consumers are entitled to secure the goods and services offered. Goods products should not be harmful if consumed by consumers in order not to be harmed either physically or mentally to goods or services produced by risk business actors. Therefore, strict supervision is required by the government on goods or services produced by business actors.

2. Right to get information

Every product marketed to consumers must have the right information, either orally, advertisements, brochures, or on product packaging. It aims to make

⁸ Shidarta, *Op. Cit.*, p. 19.

consumers not get a mistake in using goods or services.

3. Right to choose

Consumers are entitled to make choices in using a product. Consumers are prohibited from pressure or coercion from other parties so that consumers do not have the freedom to choose or not choose a good or service.⁹

4. The right to be heard

This right relates to the right to obtain clear information from business actors. This is due to the information provided by business actors often do not satisfy consumers.¹⁰ Because of it, the consumer must get his rights such as claims and complaints from consumers can be heard, either by business actors or by consumer protection agencies.¹¹

⁹ *Ibid*, p. 26.

¹⁰ *Ibid*, p. 27.

¹¹ Wahyu Sasongko, 2016, “Ketentuan-Ketentuan Pokok Hukum Perlindungan Konsumen”, Bandar Lampung: Universitas Lampung, p. 30.

The obligation of consumers:¹²

1. Insist on requesting a receipt (receipt) without exception to the goods purchased;
2. Read the above information before purchasing;
3. Do not be tempted by misleading advertising;
4. Buy only standardized items;
5. Promote consumer demand for goods that are not well served, or to unfair business practices.

b. Rights and Obligation of business actors

Article 6 of Consumer protection law provides for the rights of business actors, namely:¹³

1. The right to receive payment in accordance with the agreement on the conditions and exchange value of goods and / or services traded;
2. The right to legal protection from misconducted consumers' actions;
3. The right to self-defense should be appropriate in the settlement of consumer disputes;

¹² M. Sadar, Moh. Taufik Makarao, Habloel Mawadi, 2012, *Hukum Perlindungan Konsumen di Indonesia*, Jakarta, Akademia, p. 7.

¹³ Article 6, Law number 8 of 1999, about Consumer Protection.

4. The right to the rehabilitation of a good name if it is legally proven that the consumer's loss is not attributable to the goods and / or services being traded

Article 7 of the consumer protection law regulates the obligations of business actors, among others:¹⁴

1. Good faith in doing business;
2. Provide correct, clear and honest information about the condition and guarantee of goods and / or services and provide explanation of the use, repair and maintenance;
Treat or serve consumers properly and honestly and not discriminatively;
3. Ensure the quality of goods and / or services produced and / or traded under the provisions of the applicable quality standards of goods and / or services;

B. Consumer Disputes

a. Understanding of Consumer Dispute

Conflicts or disputes are derived from the English term conflict, which means disputes, disputes, disputes or disagreements. Conflict or dispute about something happens between two or more parties. The community is now faced with several dispute resolution options, in

¹⁴ Article 7, Law Number 8 Of 1999, about Consumer Protection.

accordance with the level of importance and the fulfillment of needs in the conflict or the dispute itself.¹⁵ Conflicts or disputes may be resolved through litigation, non-litigation or advocacy mechanisms.¹⁶ According to B.N. Marbun, a dispute is a dispute, a dispute or something that causes dissent, arguments, arguments, which can escalate into legal disputes.¹⁷ While J.C.T. Simorangkir, et.Al. giving the definition of a dispute is a matter or a case.¹⁸ Disputes are a universal phenomenon that can be found in every society with all backgrounds. How the dispute is resolved, there is no uniform form, meaning that the disputing party can take various action options in order for the dispute to be resolved.¹⁹

Christopher W. Moore, distinguish the dispute into 2 (two), namely as follows:²⁰

- a. disputes or unrealistic conflict, ie when parties act as if they are in conflict, although there is no objective condition for the continuation of conflict and;

¹⁵ Laura Nader dan Harry Todd dalam Ihromi, 1993, *Beberapa Catatan Mengenai Metode Sengketa yang Digunakan Dalam Antropologi Hukum, dalam Antropologi Hukum ; Sebuah Bunga Rampai*, Jakarta, Yayasan Obor, p. 210-211.

¹⁶ Rachmad Syafa'at, 2006, *Mediasi dan Advokasi Konsep dan Implementasinya*, Malang, Agritek YPN Malang Kerjasama dengan SOFA Press, p. 33.

¹⁷ B.N. Marbun, 2006, *Kamus Hukum Indonesia*, Print- I, Jakarta, Pustaka Sinar Harapan, p. 285

¹⁸ J.C.T. Simorangkir, et.al, 1995, *Kamus Hukum*, Print - V, Jakarta, Bumi Aksara, p. 157.

¹⁹ Kurniawan, 2011, *Hukum Perlindungan Konsumen, Problematika Kedudukan dan Kekuatan Putusan BPSK*, Malang, UB Press, p. 44.

²⁰ Cristoper W. Moore, 1996, *The Mediation Process: Practical Strategies for Resolving Conflict*, second edition, San Francisco, Jossey-Bass Publishers, p. 162.

- b. Realistic conflict (realistic conflict) is actually derived from the conflicts of interest. In the Consumer Protection Act no. 8 of 1999, states that consumer disputes are part of the state administrative institutions that have the task to resolve disputes between business actors and consumers, in this case is the Dispute Settlement Agency consumer. Article 1 point 11 The cosmetic protection law indicates that what is meant by "consumer dispute" is a dispute between business actors and consumers.

C. Class Action

Class action was first known in the UK in the 28th century, then grow and develop in many countries one of Indonesia.²¹ This is seen from the many benefits that can be obtained from the application of class action in the settlement of the dispute, at this time the class action is in need by the community because in this way people have the same rights before the court, such as the Indonesian people who generally do not get treatment that is fair and does not have the power

²¹Class Action Sebuah Pengantar available on, http://lama.elsam.or.id/downloads/1262842560_09._Prosedur_Class_Action.pdf accessed on Saturday, march 10, 2018, 2:42 pm.

to sue an individual with a problem that not only one party is harmed but many others are also harmed by a problem.²²

Class Action or class representative is a legal process originating from the common law system. Yet many other countries that embrace such systems as Indonesia adopted these principles, as contained in the new Consumer Protection Act.²³ Class action is a means given to a group of people who have an interest in a matter, whether one or more of its members sue or be sued as a group representative without having to participate from any member of the group. General requirements that need to exist include many people, more practical group demands, and representatives must be honest and adequate. It is acceptable to the group and has legal and factual interests of the parties represented.

Class action can be a method for individuals who have similar demands to join together to make demands to be more efficient, and a person who will participate in a class action must give consent to representatives.²⁴ The lawsuit of the first group representation is provided in Article 37 of Law no. 23 of 1997 on Environmental Management, which reads: "The public is entitled to file a

²² Class action, available on <http://www.hukumonline.com/klinik/detail/cl2436/class-action>, accessed on Saturday, march 10, 2018, 2:51 pm.

²³ Hukum online, "pengertian gugatan berkelompok (class action)", available on, <http://www.hukumonline.com/klinik/detail/cl2436/class-action>, accessed on Tuesday, October 23, 3:45 pm.

²⁴ *Ibid*

representative lawsuit to the court and / or report to law enforcement on environmental issues that harm the fair of society's life". Thereafter also referred to in the Consumer Protection Act, Law no. 18 of 1999 concerning Construction Services and Law no. 41 of 1999 on Forestry.²⁵

The provisions on class action in the Consumer Protection Act are contained in Article 46 paragraph 1 (one) letter b. Article 46 provides that claims for violations of business actors may be made by:²⁶

1. a harmed consumer or the heirs concerned;
2. consumer groups having the same interests;
3. a qualified non-governmental consumer protection agency, namely in the form of a legal entity or foundation, which in its articles of association expressly stipulates that the purpose of establishment of such organization is for the benefit of consumer protection and has carried out its activities in accordance with its articles of association;
4. the government and / or relevant agencies if the goods and / or services consumed or utilized result in substantial material loss and / or casualties.

²⁵ *Ibid*

²⁶ Article 46, Paragraph 1 of Law No. 8 of 1999 on Consumer Protection.

Article 45 paragraph 2 (two) of the Consumer Protection Act determines that dispute resolution mechanisms may be voluntarily elected by the parties to the dispute,²⁷ through the courts or out of court (alternative). However, if an out-of-court dispute has not been found by either party or both parties, a lawsuit can be reached.²⁸

In the absence of clear regulation of the class action, the Supreme Court regulation No. 1 of 2002 was issued, all civil cases that meet the requirements of the class action can be taken to court using class action procedures,²⁹ not only about civil matters concerning forest, consumer protection, the environment, but it can be used widely where the case goes into the requirements of the action class of the case can be brought to justice.³⁰

The details of the group's class action are then regulated in Supreme Court Regulation no. 1 of 2002 concerning the Class

²⁷ Article 45, Paragraph 2 of Law No. 8 of 1999 on Consumer Protection.

²⁸ Erman Rajagukguk, dkk., *Hukum Perlindungan Konsumen*, 2000, Bandung, PT. Mandar Maju, p. 71.

²⁹ M. Yahya Harahap, 2004, *Hukum Acara Perdata*, Sinar Grafika, Jakarta, p. 139

³⁰ Puslitbang Hukum dan Peradilan Mahkamah Agung RI, *Naskah Akademis Gugatan Perwakilan Kelompok (Class Action)*, 2003, p. 4.

Action Event. Characteristics of group representative claims are:³¹

1. it is a common fact or event;
2. The basic legal equations used are substantial;
3. There are similar types of demands between group representatives and members Group;
4. The number of group members is so much;
5. Not all victims become plaintiffs, just represented by several people.

In addition to the explanation of the Supreme Court Regulation there is also another explanation of how that event filing a group lawsuit that has principles in filing a lawsuit with a procedure that must meet several conditions namely:³²

- a. Numericity means there are too many of plaintiffs (tens, hundreds, or even thousands of people) that it is impractical and inefficient if the lawsuit is filed individually, and is therefore considered sufficient if a lawsuit is filed by one of the University of North Sumatera people or several people as class representatives representing class members.

³¹ Yayasan Lembaga Bantuan Hukum Indonesia, "Panduan Bantuan Hukum di Indonesia", 2014, Jakarta: Yayasan Obor Indonesia, p. 579.

³² Mas Acmad Santosa, *op.cit.*, p. 77.

- b. Commonality, meaning there must be a similarity of facts and events and legal basis (question of law) between representatives and parties represented in the filing of a lawsuit.
- c. Typicality, meaning that there must be equality of lawsuits or defenses of all members who are represented (class members).
- d. Adequacy of Representation, meaning that there should be a representative eligibility that requires class representatives to ensure fair and to protect the interests of those represented.

Achmad Santosa mentions that class action is a civil lawsuit related to a request for compensation submitted by a number of people in considerable numbers such as a person or more as a class representative representing the interests of the group, as well as representing the interests of hundreds or thousands of others who have the same interests in Similar cases, in which members of hundreds or thousands of people are referred to as class members.³³ Terminology class action was changed to group representation in Supreme Court Regulation No. 1 of 2002 formulating. "A class representative's lawsuit as a procedure for the filing of a lawsuit, in which one or more persons representing the group filed a lawsuit for themselves and also

³³ Mas Achmad Santosa, *op.cit.*, p.83.

represented a large number of persons who shared the same fact or equality of the legal basis between the representatives of the group and members of the group".³⁴

From some of these explanations, it can be concluded that class action is a civil guideline submitted by someone or more who represents the aggrieved group and filed a lawsuit to the court due to a factual similarity and legal basis between a person or more representing the group.

D. The event law book on consumer disputes

1. Definition of Civil Law Procedure

As part of the procedural law (*formeel recht*), the Civil Procedure Code has general basic provisions and, in its application, civil procedure law has the function to maintain, maintain and enforce the provisions of civil law materially. Therefore, the existence of civil procedure law is very important in the continuity of the provisions of civil law material.

There is some opinion from the expert:

Prof. DR. Sudikno Mertokusumo, SH.³⁵

³⁴ Pasal 1 , PERMA No. 1 Tahun 2002 Tentang Acara Perwakilan Kelompok

³⁵ Sudikno metokusumo, 1979, Hukum Acara Perdata Indonesia, Yogyakarta, Liberty, Vol: II, p. 2.

Giving legal restrictions on civil proceedings is a legal regulation that regulates how to guarantee the adherence of civil material law by the intermediary of judges. In other words, civil procedure law is a legal rule that determines how to guarantee the implementation of civil material law. More concretely, it can be said that civil procedure law regulates how to file rights claims, examine and decide upon them, and the implementation of their decisions.

Prof. DR. Supomo, SH.

Without giving a certain limit, but through the vision of duties and roles, judges explain that in civil court the task of the judge is to maintain the civil law (*burgerlijk rechtsorde*) to determine what is determined by law in a case.³⁶

The process of resolving consumer disputes is governed by consumer protection laws. Because the consumer protection law only regulates some of the provisions of the terms of law, the general arrangements of procedural law as in *HERZIENE INDONESISCHE REGLEMENT (HIR)* and the criminal procedural law still apply³⁷. Based on the law number 14 of 1970 on the basic provisions of judicial authority and Law No. 35 of 1999, judicial power is conducted

³⁶ Supomo, 1972, *Hukum Acara Perdata Pengadilan Negri*, Jakarta, Pradnya Paramita, Vol: V, p. 12.

³⁷ Wirjono Prodjodikoro, 1975, *Hukum Acara Perdata di Indonesia*, Bandung, Sumur Bandung, Vol: VI, p. 13.

by courts within the general court, religious courts, state administrative courts, judicial courts in general. The four things culminated in the supreme court as the highest state court³⁸.

Consumer disputes cover the broad meaning of transporting to civil law, criminal law and administrative law because in the consumer protection law governing the dispute of consumer disputes with various systems namely:³⁹

1. settlement of civil disputes in court: set in chapters 45, 46 and 48
2. settlement of civil disputes beyond appeals: provided for in articles 45, 46 and 47
3. settlement of criminal disputes: provided for in articles 61, 62 and 63
4. administrative dispute resolution: provided for in article 60

In the current judicial practice in Indonesia, the source of civil procedure law lies in various laws and regulations:⁴⁰

1. HIR (Het Herzine Indonesich Reglement) STAATBLAD 1848

³⁸ law number 14 of 1970 on the basic provisions of judicial authority

³⁹ Lilik Mulyadi, 1999, *Hukum Acara Perdata Menurut Teori dan Praktek Peradilan di Indonesia*, Jakarta, Jembatan, p. 27.

⁴⁰ Abdulkadir Muhammad, 2000, *Hukum Acara Perdata Indonesia*, Bandung, Citra Aditya Bakti, p. 24.

2. RBG (Reglement Buitengwesten) STAATBLAD 1927 NO
277

3. Rv (civil law procedure regulation for european group) but not
in use again

4. Civil Code Law (KUH PERDATA) and the Code of
Commercial Law

5. Constitution

a. Law No. 4 of 2004 on Judicial Power

b. Act No. 5 of 2004 on the Supreme Court

c. Act No. 8 of 2004 on General Courts

d. Act No. 3 of 2006 on Religious Courts

e. law number 1 of 1974 on marriage and its
implementing regulations

f. Act No. 2 of 2004 on industrial relations disputes
settlement

The regulation of civil procedural law concerning consumer
disputes has been regulated in consumer protection legislation
in articles 45, 46 and 48. Article 45 paragraph 1 of the
consumer protection law states "any disadvantaged consumers

may sue business actors through duty to resolve disputes between consumers and business actors or through justice within the general judicial environment "⁴¹. The terms in the next word , "consumer dispute settlement can be reached through court or out of court based on the voluntary choice of the parties to the dispute".⁴² Then in article 45 paragraph 3 of consumer protection law states, "the settlement of disputes outside the court as referred to in paragraph 2 shall not eliminate the criminal liability as stipulated in law".⁴³

The process of lawyer in the settlement of consumer disputes is regulated in UUPK. Since this UUPK only regulates certain provisions of the law, in general the rules of procedural law such as the *Herziene Indonesische Reglement (HIR)* and the Criminal Procedure Code still apply. Based on Law No. 14 of 1970 on the basic provisions of judicial power jo. Law Number 35 of 1999, judicial power is conducted by courts within the general court, religious courts, courts in general courts, administrative courts of the State.⁴⁴ The four court

⁴¹ Law No. 8 of 1999 on Consumer Protection, article 45 paragraph 1.

⁴² Law No. 8 of 1999 on Consumer Protection, article 45 paragraph 3.

⁴³ Sri Wardah and Bambang Sutiyoso, 2007, *Hukum Acara Perdata dan Perkembangannya di Indonesia*, Yogyakarta, Gama Media, P. 36.

⁴⁴ Riduan Syahrani, 1988, *Hukum Acara Perdata di Lingkungan Peradilan Umum*, Jakarta, Pustaka Kartini, p. 43.

environments culminate in the Supreme Court as the highest state court.

The position and role of the Supreme Court is regulated in Law No. 14 of 1985 on the Supreme Court.⁴⁵ The general courts, religious courts and state administrative courts are also regulated in several law-level settings, namely Law No. 2 of 1986 on general courts, Law No. 5 of 1986 on State Administration courts and Law No. 7 of 1989 on Religious Courts.

2. The Criminal Law Procedure on Consumer Disputes

In a consumer dispute the scope of the intent is not only civil law but also entered into criminal and administrative law,⁴⁶ so that in its settlement using criminal lane can also be done because it has been mentioned in article 61, article 62, article 63 in the law No. 8 of 1999 on Consumer Protection Which is:

Article 61.⁴⁷

"Criminal prosecution may be committed against the business actor and / or his or her management".

⁴⁵ Law No. 14 of 1985 on Supreme Court.

⁴⁶ H. Riduan Syahrani, 2009, Materi Dasar Hukum Acara Perdata, Bandung, Citra Aditya Bakti, Vol: V, P. 45.

⁴⁷ Law No. 8 of 1999 on Consumer Protection, article 61.

Article 62.⁴⁸

- (1) Business actors violating the provisions referred to in Article 8, Article 9, Article 10, Article 13 paragraph (2), Article 15, Article 17 paragraph (1) a, b, c, e, 2), and Article 18 shall be imprisoned with a maximum imprisonment of 5 (five) years or a fine of not more than Rp 2,000,000,000.00 (two billion rupiahs).
- (2) Any business actor violating the provisions referred to in Article 11, Article 12, Article 13 paragraph (1), Article 14, Article 16, and Article 17 paragraph (1) d and f shall be punished with a maximum imprisonment of 2 two) years or a maximum fine of Rp 500,000,000 (five hundred million rupiahs).
- (3) Any offense resulting in serious injury, serious illness, permanent disability or death shall be subject to applicable criminal provisions.

it can be understood that a form of criminal offense against a consumer may occur if the business actor takes action as stipulated in law

⁴⁸ Article 62 of Law No. 8 of 1999 on Consumer Protection.

number 8 of 1999 concerning consumer protection. Some of the intended articles are contained in⁴⁹:

1. CHAPTER IV concerning acts prohibited for business actor namely Article 8, Article 9, Article 10, Article 13, Article 15, Article 17
2. CHAPTER V the stipulation of the provision of the standard clause in Article 18, Article 11, Article 12, Article 13, Article 14, Article 16 and Article 17

Article 63.⁵⁰

Against criminal sanctions as referred to in Article 62, an additional penalty may be granted:

- a. deprivation of certain goods
- b. announcement of judge's decision
- c. payment of compensation
- d. orders termination of certain activities that cause consumer loss
- e. obligation of withdrawal of goods from circulation
- f. revocation of business license

⁴⁹ Wirjono Projodikoro, 1974, *Hukum Acara Pidana di Indonesia*, Bandung, Sumur Bandung, p. 15.

⁵⁰ Article 63 of Law No. 8 of 1999 on Consumer Protection.

with its regulation of the criminal law in the consumer, it indicates that the scope of the consumer protection law is wide ranging from its regulatory issues to the way that settlement can be solved by means of the settlement in the court and the out-of-court settlement.⁵¹ The scope of the criminal law is also intended to limit the crimes that may arise from business actors who monopolize certain goods or services.⁵² The corporation plays an important role in the life of modern society. In its development, not infrequently corporations do activities that deviate or crime with a specific modus operandi.⁵³ Therefore, the status of the corporation as the subject of law (civil) has shifted to the subject of criminal law. The authority of the investigator in a criminal case against the consumer

In the examination of criminal law cases there is the authority of the investigator which in the settlement of a case the role of the investigator is very important as for the authority of the investigator in the case of criminal acts against consumers are:⁵⁴

Criminal Procedure Code Article 5 regulates the investigators:

⁵¹ M. Taufik Makaroa and Suhasril, 2004, *Hukum Acara Pidana Dalam Teori dan Praktek*, Jakarta, Ghalia, p. 3.

⁵² Lilik Mulyadi, 2002, *Hukum Acara Pidana*, Bandung, Citra Aditya Bakti, Bandung, p. 87.

⁵³ Andi Hamzah, 2004 *Hukum Acara Pidana Indonesia*, Jakarta, Sinar Grafika, p.2.

⁵⁴ Romli Atmasasmita, 2010, *Sistem Peradilan Kontemporer*, Jakarta, Prenada Media Group, p. 35.

- 1) Receive reports or complaints. The investigator has the authority to follow up on the existence of a report or complaint from the public. Reports or complaints from these communities may be or may be suspected of being an indication of a crime. Subject to the provisions of Article 1 point 24, investigators shall be authorized and authorized to receive notification of reports. The report received by the investigator must meet the requirement that is, the report must be written and must be signed by the complainant or the complainant. If the report is done orally, the meal should be recorded by the investigator and signed by the rapporteur and the investigator. If the complainant cannot write, it must be informed by the investigator.
- 2) Looking for information and evidence. It has been described earlier that this investigation process is the initial stage of the investigation so that the investigation process can proceed smoothly, at the inquiry stage, all information and evidence must be adequate, because all the facts, explanations, and evidence will be used as the basis of the investigation.
- 3) Have the suspect stop. The basis of this authority is Article 5

KUHAP. The investigator has the authority to have the suspect suspended and inquire and check the identification.

4) Other actions by law. The provisions are regulated in Article 5 paragraph (1) of KUHAP.

The explanation of the Criminal Procedure Code (KUHAP) explains that another act is the action of the investigator for the interest of the investigation provided that it is not contradictory to a rule of law, in accordance with the legal authority which implies the conduct of office, on the consideration of appropriate considerations based on the state of coercion, respect for human rights.⁵⁵

Authority to conduct criminal investigations against consumers according to law number 8 of 1999 concerning consumer protection other than republic Indonesian state police officers, certain civil servant officials in the government agencies whose scope of duties and responsibilities in the field of consumer protection are also given special powers as investigators as referred to in applicable criminal law.

⁵⁵ Andi Sofyan, 2013, *Hukum Acara Pidana Suatu Pengantar*, Yogyakarta, Rangka Education, p. 54.