

Juridical Review of Consumer Change in the Form of Donations

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ABSTRACT

The customer refund system at minimarkets like Alfamart has drawn criticism for creating an imbalance between consumers and *pelaku usaha*. Although Law No. 8 of 1999 on Consumer Protection grants consumers equal legal standing with *pelaku usaha*, practical issues persist, particularly regarding consumer rights when insufficient *uang kembalian* is provided. This research examines the legal protections for consumers who incur losses due to a lack of *uang kembalian* at Alfamart and explores available legal remedies. Using a descriptive analysis approach with a *normatif yuridis* method, the study evaluates the relevant business law frameworks. Findings reveal that Law No. 8 of 1999 does not specifically regulate insufficient *uang kembalian* in retail, but the *Kitab Undang-Undang Hukum Perdata* (Civil Code) classifies failure to provide refunds as *wanprestasi* (breach of contract). Additionally, *pelaku usaha* are subject to the principle of strict liability (*tanggung jawab mutlak*), making them accountable for consumer losses resulting from unlawful acts, regardless of fault. These results highlight the need for clearer legal guidelines on consumer refunds in the retail sector. The study suggests that stricter enforcement of consumer rights and more explicit regulatory frameworks are essential to ensure fair treatment for consumers in retail transactions.

Keywords: Consumer Protection, Business Actors, Refund

INTRODUCTION

Every human being has unlimited and diverse needs—*kebutuhan primer*, *sekunder*, and *tersier*. To fulfill these, humans interact and cooperate in various aspects of life, especially in the economic sphere, which includes trade and buying and selling. Historically, people met their needs through barter (*tukar-menukar barang*), but as society evolved, currency became the standard medium of exchange. In Indonesia, the *rupiah* is the official currency, and people now typically fulfill their needs by purchasing goods at markets, shops, minimarkets, malls, and other retail outlets.

The rapid growth of convenience stores (*minimarket*) has benefited communities by making access to goods easier and fostering competitive pricing. However, with this growth, consumer satisfaction has become a critical concern, particularly regarding the service quality provided by minimarket cashiers (Liao et al., 2014; Shi & Hodges, 2016). Consumer dissatisfaction generally falls into three categories: disappointment with cashier performance, inaccuracy of information in brochures or advertisements, and

inadequate supporting facilities (Apit & Rahmidani, 2023; Irvianandra & Trinanda, 2020; Koos & Shaikh, 2019; Pascual Nebreda et al., 2021; Savitri & Maemunah, 2021).

A significant problem in Indonesian retail is the difficulty traders face in stocking coins of various denominations. This shortage often leads *pelaku usaha* to replace the required *uang kembalian* (change) with candy or, in some cases, offer to donate the change on behalf of the consumer. This practice is not limited to small denominations; even change up to five hundred rupiah is sometimes replaced with candy. Such practices violate consumers' rights to receive their change in legal tender and often leave consumers with no real choice, causing psychological discomfort. Business actors have a responsibility to respect consumer rights and avoid misleading practices, as these can erode trust and damage their reputation in the long term (Husain & Harahap, 2021).

According to Indonesian law, specifically Law No. 8 of 1999 on Consumer Protection (*Undang-Undang Perlindungan Konsumen*), business actors are required to act in good faith and return change in the form of *rupiah*, not goods like candy. Article 2 paragraph (3) of the Bank Indonesia Law and Article 21 paragraph (2) of the Currency Law further stipulate that *rupiah* is the only legal means of payment in Indonesia, and all transactions must use it (Arvante, 2022; Ranto, 2019; Saefudin Junior & Sukma Muliya, 2023; Sari, 2020; Siregar & Lubis, 2021; Tanti Alfareza Herdianti et al., 2023). Failure to comply can result in criminal sanctions, including imprisonment and fines. Article 7 letter a of the Consumer Protection Law emphasizes the obligation of business actors to provide accurate and honest information and to return any overpayments in *rupiah*. Replacing change with candy or unilaterally donating change without explicit consumer consent is considered unlawful and can be subject to administrative or criminal penalties.

A notable case occurred in Tangerang City in 2018, where a consumer, Mustolih Siradj, reported Alfamart to the Central Information Commission (*Komisi Informasi Pusat*, KIP) over the lack of transparency regarding donation funds collected from consumer change. Mustolih requested disclosure of documents related to the collection and distribution of these funds. Alfamart resisted, arguing that as a public company, it was not subject to the same disclosure requirements as public bodies. The Tangerang District Court ultimately rejected Alfamart's lawsuit against KIP and the consumer, emphasizing the need for transparency in the management of donation funds collected from consumers. The court's decision provided legal certainty regarding the handling of such donations and reinforced the public's right to information about the funds' management.

The practice of replacing change with candy or donations is not a mutual agreement but a unilateral policy by business actors. Consumers are often not informed or given a choice regarding the destination of their change, leading to discomfort and a sense of powerlessness. This practice is contrary to the prevailing norms of buying and selling, where change should be returned in money, not goods or social funds. Laws such as Law No. 23 of 1999 concerning Bank Indonesia and Law No. 7 of 2011 concerning Currency reinforce the requirement to use *rupiah* in all transactions, and violations can result in criminal penalties. Moreover, the lack of consumer awareness about their legal rights often leaves them vulnerable to such practices.

Previous research has addressed general consumer protection and business transparency but has not specifically focused on the issue of insufficient change or the diversion of change into donations in retail transactions (Belwal et al., 2021; Jabłonowska & Tagiuri, 2023; Salamah & Dewi, 2023; Widiarty & Tehupeiory, 2024). This gap is significant, as it involves both legal and ethical considerations regarding consumer rights.

The aim of this research is to analyze the legal protection available to consumers who suffer losses due to the lack of change at Alfamart and to identify the legal consequences and settlements for such cases. The findings of this study are expected to contribute to the development of more comprehensive consumer protection laws, ensuring that consumers have access to fair compensation and clear rights in transactions, particularly in retail settings. This study also offers valuable recommendations for improving business practices, fostering a more transparent and ethical approach to consumer interactions.

RESEARCH METHOD

This research employs a normative legal research method, focusing on the analysis of relevant legal norms and regulations. Data were obtained through library research, which involves collecting and examining various legal materials. The study utilizes three types of legal materials: *primary legal materials*—such as binding regulatory documents including Law Number 8 of 1999 on Consumer Protection and several government regulations related to consumer protection agencies and institutions; *secondary legal materials*—including books, legal journals, seminar papers, magazines, newspapers, and credible internet sources that discuss consumer disputes and the collection of money or goods; and *tertiary legal materials*—such as dictionaries and encyclopedias, which provide supporting concepts and information for interpreting primary and secondary sources.

The data collection technique centers on literature study, where information is gathered from books, scientific papers, and statutory regulations relevant to the research topic. This approach enables a comprehensive understanding of the legal context by systematically reviewing and analyzing written sources. The collected secondary data are then subjected to normative analysis, which involves interpreting and synthesizing the legal materials to address the research problem and draw conclusions about the legal protection of consumers.

RESULT AND DISCUSSION

Legal Protection for Consumers Who Suffer Losses Due to Lack of Change at Alfamart

Everyone at one time in their own position or together under any circumstances will be a consumer of a certain good or service. In maintaining economic sustainability, consumers occupy a fairly important position, but ironically as one of the economic actors, the position of consumers is very weak in terms of legal protection. Consumers who have been in a weak position seem to be only the object of business actors through promotional tips, as well as very expansive sales methods. The legal basis of consumer protection In essence, there are two important legal instruments that are the basis of consumer protection policies in Indonesia, namely: First, the 1945 Constitution, as the source of all legal sources in Indonesia, mandates that national development aims to realize a just and prosperous society. The goal of national development is realized through a democratic economic development system so that it can grow and develop a world that produces goods and services that are suitable for consumption by the community. Second, Law No. 8 of 1999 concerning Consumer Protection (UUPK). The birth of this law provides hope for the Indonesian people, to obtain protection for losses suffered from the transaction of goods and services. The UUPK guarantees legal certainty for consumers.

The consumer protection law provides legal protection to consumers with the aim of:

- a. Increase consumer awareness, ability and independence to protect themselves.
- b. Raising the dignity and dignity of consumers by avoiding them from negative excesses in the use of goods and/or services.
- b. Increase consumer empowerment in voting, determining and demanding their rights as a consumer.
- c. Creating a consumer protection system that contains elements of legal certainty and information disclosure as well as access to information.
- d. Fostering awareness of business actors about the importance of consumer protection so that honest and responsible attitudes in business can grow.
- e. Improving the quality of goods and/or services that ensure the continuity of the production business of goods and/or services, health, comfort, security and safety of consumers.

In carrying out its business activities, a business actor has a sense of responsibility to fulfill the consumer's right to this information, and will not consider it feasible, and it is natural not to deceive consumers through misleading delivery, because the impact caused is not only detrimental to consumers, but can also damage the image of business actors in the long term, as well as eliminate consumer trust and loyalty in the products produced by actors effort. The actions of business actors that often harm consumers but are not aware of them are the transfer of consumer change to other forms such as exchanging it for candy or cutting charitable coffers such as unilateral donations on the grounds that there is no change or simply wanting to round the change.

The UUPK states that consumer protection is all efforts that ensure legal certainty to provide protection for consumers. Legal protection is any form of legal act or action that enforces the law for the subject of the law against the obligations and rights it exercises based on the applicable law in Indonesia.

The emergence of legal protection is caused by the existence of legal relationships. Legal relations are the correlation between legal subjects who have rights and obligations or legal relevance from legal consequences. The desire to be realized in consumer legal protection is to create a sense of consumer security. So that's why legal protection for consumers is very important when consumers are harmed by business actors.

Consumers who pay with denominations worth more than the total price of the product he buys are entitled to full change and no less. Receiving a refund that is less than the total change should be detrimental to consumers. In the UUPK, the rights and obligations owned by consumers are regulated. Article 4 letter g regulates consumer rights, namely "the right to be treated correctly and honestly and not discriminatory". As well as consumer obligations, especially Article 5 letter c which regulates consumer obligations, namely "paying at the agreed exchange rate".

Consumers who shop at Alfamart with a computer system operated by a cashier, of course, have provided money that can pay off the total purchase of the purchased product. So that consumers are entitled to their rights, namely, to receive appropriate change when the value of the cash paid exceeds the total payment. In addition to the rights and obligations owned by consumers, the UUPK also regulates the rights and obligations owned by business actors. Article 6 letter a states the right of business actors, namely "the right to receive payments in accordance with the conditions and exchange rates of goods and/or services traded".

In this case, Alfamart as a business actor has received the appropriate payment to pay off the products purchased from its outlets, so the rights of business actors have been fulfilled. Regarding the obligations of business actors in this case, especially in Article 7 letter a which states the obligations of business actors are "in good faith in carrying out their business activities", and letter c which states "treating or serving consumers correctly and honestly and not discriminatory".

If the receipt of insufficient change by Alfamart consumers, Alfamart can be said to have violated its obligations as a business actor and violated consumer rights as stipulated in Article 4 letter g. Consumer rights that are violated by Alfamart in terms of providing less change are certainly very detrimental to consumers. Article 19 Paragraph (1) regulates the responsibility of business actors in terms of compensation.

In this case, consumers as the aggrieved party are entitled to compensation from business actors. Alfamart is obliged to provide the remaining change in compensation for the rights of consumers who receive the missing change.

Form of Legal Settlement When Consumer Losses Occur Due to Lack of Change at Alfamart

The act carried out by the Alfamart cashier, namely giving less change, regardless of the nominal, is an act that results in consumers losing money. The small nominal amount of change is often considered trivial by the cashier. Consumers often do not take legal action to get their rights because they think it will be useless and not followed up by law enforcement.

The rarity of legal protection due to the weak position of consumers is also due to the tendency of business actors, in addition to legal instruments that cannot guarantee a sense of security, or do not provide direct protection to the interests of consumers. The weak implementation of the Consumer Protection Law has been used by global businesspeople and national business actors to sell their unsafe and substandard production.

As a result, incidents that are detrimental to consumers are often considered trivial and repeated again by business actors. Based on the UUPK, Alfamart as a business actor has committed a violation of consumer rights, as stipulated in Article 4 letter g which states "one of the rights of consumers is the right to be treated or served correctly and not discriminatory".

These provisions can be interpreted clearly with the prohibition of abuse of circumstances. The relationship between Alfamart and Alfamart Consumers is a sale and purchase agreement. An agreement can be canceled due to an abuse of circumstances (misbruik van omstandigheden) where one of the parties is in a strong position, which position is abused by that party, to the detriment of the other party.

The abuse of this situation occurred because of an unbalanced position between the parties. In practice, the unequal position of the parties occurs more often because of economic imbalances, where the party with the stronger economy uses its power to pressure the economically weak party, so that the agreement is to pressure the economically weak party, so that the agreement made becomes more profitable and the economy strong. This is contained in Article 1320 Paragraph 2 of the Civil Code related to the principle of balanced position. In this case, Alfamart's economy is stronger than its consumers.

Alfamart consumers can cancel the agreement from buying and selling with Alfamart, but often consumers are reluctant to comment on the lack of change. This has an impact on Alfamart consumers who often receive less change than they should receive. Business actors are charged with obligations so that business actors do not behave as they please, as stipulated in Article 7 letter a which stipulates that business actors must be in good faith in doing their business.

Then in letter b regulates the obligation of business actors to treat or serve consumers correctly and honestly and not discriminatory. Alfamart often does not provide change, even though change is a consumer's right, this can be said to be bad faith from business actors. The act of Alfamart cashier who gave less change is also an incorrect act in serving consumers.

Based on these things, the minimarket can be said to have not fulfilled its obligations. Consumers who experience this are usually lazy to sue the small money, but if it happens repeatedly and for many consumers, the profits obtained from the lack of change will be quite nominal and will benefit Alfamart and harm Alfamart consumers.

In general, there are 3 objectives of business actors' liability, namely compensation, risk spread, and prevention.¹⁴ In the formulation of Article 19 Paragraph (1) regulates the responsibility of business actors for consumer losses, these responsibilities include compensation for damage, compensation for pollution, compensation for losses due to the consumption of goods and/or services produced or traded.

Consumer dispute resolution has been regulated in the UUPK. These settlements include settlement of disputes outside of court and through the courts. The settlement of disputes is done through the court which can be done by deliberation or through the institution in charge of resolving disputes between consumers and business actors, namely the Consumer Dispute Settlement Agency (BPSK). Article 45 Paragraph (1) stipulates that "Every aggrieved consumer can sue the business actor through an institution tasked with resolving disputes between consumers and business actors or through the courts located in the environment

public justice". In Article 45 Paragraph (2) "Consumer dispute resolution can be pursued through the court or out of court based on the voluntary choice of the parties to the dispute".

This form of out-of-court legal settlement is regulated in Article 47 of the UUPK. The form of dispute resolution outside the court or deliberation related to this case is carried out by the consumer as the aggrieved party and the Alfamart cashier who caused the loss. Consumers bring shopping receipts as evidence of total spending. The result of the deliberation was the provision of full change by Alfamart cashier as a form of compensation to consumers.

On the other hand, if there is no agreement in resolving the dispute, then the effort by bringing together the disputing parties to reach an agreement or conciliation or with a settlement involving a third party or mediation is outlined in a written agreement that is outlined as a form of decision by the Consumer Dispute Settlement Agency or BPSK, which is no later than 21 days from the date the application is received at the BPSK secretariat. The establishment of BPSK is based on the purpose of providing relief for consumers to resolve consumer disputes with business actors.

The BPSK decision is final, in accordance with Article 54 Paragraph (3) of the UUPK, meaning that there is no appeal and cassation effort. However, Article 56 Paragraph (2) of the UUPK stipulates that if a business actor or consumer rejects the

BPSK decision, he can submit the matter to the district court no later than 14 working days after receiving the notification of the decision.

CONCLUSION

Legal protection for consumers experiencing losses due to insufficient change at Alfamart is governed by the UUPK, particularly Article 4, which outlines consumer rights, and Article 7 letters a and c, which detail the obligations of business actors—obligations that Alfamart has not fully met in such cases. According to Article 19 Paragraph (1) of the UUPK, Alfamart is required to compensate affected consumers. Dispute resolution can begin with deliberation between Alfamart and the consumer, as stipulated in Article 45 Paragraphs (1) and (2) of the UUPK, with further recourse to the Consumer Dispute Resolution Agency (BPSK) or the courts if necessary. To better protect consumers, it is essential to strengthen enforcement mechanisms ensuring strict compliance with legal requirements for providing change in money and offering transparent alternatives when coins are unavailable. Future research should investigate the effectiveness of current enforcement practices and explore innovative solutions—such as digital micro-payment systems—to address persistent issues related to small change in retail transactions.

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