

**Article History**

Received: 10 Dec 2024

Reviewed: 15 Jan 2025

Accepted: 16 Feb 2025

Published: 18 Mar 2025

# Legal Review of Consumer Rights in Product Sales Through the Bundling System

Rosalia Alima Utami Rohaedi<sup>1\*</sup>, Susilowati Suparto<sup>2</sup>, Elisatris Gultom<sup>3</sup>

<sup>1,2,3</sup> Padjadjaran University, Indonesia

\*correspondence email : [rosaliaalimaur@gmail.com](mailto:rosaliaalimaur@gmail.com)

## Abstract

**The study aims** to determine consumer rights in product sales through an adverse bundling system and dispute resolution efforts to maintain rights. The focus of the problem is the fulfillment of consumer rights and their resolution, both in court and out of court.

**The method of research** used by the author is normative juridical, which examines theories, concepts, legal principles, and laws and regulations related to the research topic.

**Novelty** of this research is the gap in the implementation of product sales strategies carried out by business actors with the GCPL Law in implementing a bundling system that forces consumers to buy products in packages. This emphasizes empowering weak consumers in the face of adverse conditions. Often the product sales strategies found can benefit consumers in shopping, thus making this research different from previous studies.

**The results** showed that according to the GCPL, business actors should not force consumers to buy products with a bundling system, because it can reduce consumer comfort when shopping. In implementing the bundling system, it is natural to pay attention to the GCPL so as not to cause harm to consumers. Consumers also have the right to security, honest information about product conditions, and the right to choose goods according to the exchange rate stated in the GCPL Law.

**Conclusion**, consumer protection can be carried out through LPKSM supervision seen from the obedience of business actors as prevention. Legal efforts that can be taken by consumers include peaceful settlement, BPSK, or court through a tort lawsuit.

**Keywords:** Consumer Rights; Bundling System; Legal Remedies

## Abstrak

**Tujuan penelitian** untuk mengetahui hak konsumen dalam penjualan produk melalui sistem bundling yang merugikan serta upaya penyelesaian sengketa untuk mempertahankan hak. Fokus masalah adalah pemenuhan hak konsumen dan penyelesaiannya, baik di pengadilan maupun di luar pengadilan.

**Metode Penelitian** yang digunakan penulis adalah yuridis normatif, yang mengkaji teori, konsep, asas hukum, dan peraturan perundang-undangan terkait topik penelitian.

**Kebaruan** penelitian ini adanya kesenjangan pelaksanaan strategi penjualan produk yang dilakukan oleh pelaku usaha dengan Undang-Undang Perlindungan Konsumen dalam menerapkan sistem bundling yang bersifat memaksa konsumen untuk membeli produk secara paket. Hal ini menekankan untuk memberdayakan konsumen lemah dalam menghadapi kondisi yang merugikan. Seringkali strategi penjualan produk yang ditemukan dapat menguntungkan konsumen dalam berbelanja, sehingga menyebabkan penelitian ini berbeda dari penelitian-penelitian sebelumnya.

**Hasil penelitian** menunjukkan bahwa menurut Undang-Undang Perlindungan Konsumen pelaku usaha tidak boleh memaksa konsumen untuk membeli produk dengan sistem bundling, karena dapat mengurangi kenyamanan konsumen saat berbelanja. Dalam pelaksanaan sistem bundling sudah sewajarnya untuk memperhatikan Undang-Undang Perlindungan Konsumen agar tidak menimbulkan kerugian bagi konsumen. Konsumen juga memiliki hak atas keamanan, informasi yang jujur mengenai kondisi produk, serta hak untuk memilih barang sesuai nilai tukar yang tercantum dalam Undang-Undang Perlindungan Konsumen.

**Kesimpulannya** perlindungan konsumen dapat dilakukan melalui pengawasan LPKSM dilihat dari ketaatan pelaku usaha sebagai pencegahan. Upaya hukum yang dapat ditempuh oleh konsumen meliputi penyelesaian damai, BPSK, atau pengadilan melalui gugatan Perbuatan Melawan Hukum.

**Kata kunci** : Hak Konsumen; Sistem Bundling; Upaya Hukum

## 1. INTRODUCTION

The economic growth of a country is a natural process that takes place over time. In addition to the constantly evolving fields of production, distribution and consumption, all of which contribute to the economy by fulfilling basic needs. Since the production actions of commercial actors constitute the consumption and distribution relationships that result in products and services being consumed by consumers, there is an interdependence between the three.<sup>1</sup> People who buy goods are considered an important part of the economy because they are the center of attention for businesses and consumers. According to Siahaan, a business actor in this sense is any person incorporated or unincorporated who carries out business activities in Indonesia, either individually or as part of a larger partnership. These business actors can be based anywhere in Indonesia and can operate within its jurisdiction.<sup>2</sup> The presence of businesses and consumers can have an impact on the economic growth of a country.

Of course, in today's corporate world, no one can escape the ever-increasing level of competition. Businesses are vying for market share by offering their wares in various formats in the hope of maximizing sales and profits. Companies are always in the process of innovating new products and services and distributing the best to customers.<sup>3</sup> Businesses are always trying new things, and one of them is marketing strategy. Players in the business world use promotional techniques and methods to shape customer perceptions of products favorably. The right sequence, which displays the right competitive advantage and benefits to the customer, can achieve this.<sup>4</sup> Such as product sales by implementing a bundling system

---

<sup>1</sup> Sya'idun. Tafsir Ayat Tentang Produksi Dalam Ekonomi Syariah. *Jurnal Ekonomi dan Bisnis*, 8(2), 2022. 77-90. DOI : <https://doi.org/10.56997/investamajurnalekonomidanbisnis.v8i2.960>

<sup>2</sup> Maulana, Muhammad Johansyah. Perlindungan Konsumen Dalam E-Commerce Terkait Kerugian. *Journal of Law, Administration, and Sosial Science*, 4(2), 2024. 265-275. DOI : <https://doi.org/10.54957/jolas.v4i2.569>

<sup>3</sup> Fauzan Muhammad, Widjojanto, Darminto & Partners. Batasan Makna Frasa "Pihak Lain" Pada Pasal 22 Undang-Undang Nomor 5 Tahun 1999 Tentang Larangan Praktik Monopoli dan Persaingan Usaha Tidak Sehat Berdasarkan Putusan Mahkamah Konstitusi Dan Akibat Hukumnya. *Acta Djurnal Jurnal Ilmu Hukum*, 6(2), 2023. 269-281. DOI : <https://doi.org/10.23920/acta.v6i2.1490>

<sup>4</sup> Amelia, Shy She & Iswadi. Strategi Komunikasi Pemasaran Sebagai Media Promosi Dalam Meningkatkan Penjualan

marketing strategy that is already popular for business people in increasing product sales.

One aspect to consider in a bundling system marketing strategy is prioritizing the benefits and advantages for consumers. Combining multiple items into one package and selling it to customers at a discounted price is known as a bundling system.<sup>5</sup> Customers in a bundling scheme can choose to purchase the items separately. However, customers can save money by purchasing both items at once.<sup>6</sup> The implementation of a bundling system can increase added value for consumers by providing more complete and attractive choices. It can also increase brand loyalty because consumers tend to prefer brands that provide bundling systems that suit their needs. In addition, the bundling system can help companies to build relationships with consumers, save on promotional and distribution costs and the bundling system can also reduce old stock by combining products that have high sales rates with products that have low sales rates.<sup>7</sup> Biteship Marketing found that for most regular products offered in stores, the idea of bundling can increase sales by as much as 50%.<sup>8</sup> In addition, this kind of advertising is often seen in grocery stores, fast food, and hospitality industries. This proves beyond doubt that businesses can increase their sales by using the bundling method for product sales.

It is important to remember that there are negative impacts to consider when implementing a bundling marketing strategy, especially when businesses force consumers to buy products that cannot be purchased individually or only when purchased together. Apart from these advantages, there are also many benefits to consider.<sup>9</sup> In fact, the products offered to consumers under the bundling system are too limited and do not meet the needs of consumers. Especially if the quality of the goods offered in the packaging has deteriorated, which is a major problem as mold and bacteria can develop in these products and cause poisoning to consumers. Businesses may be able to behave arbitrarily in their operations and consumers may find themselves in a worse situation as a result of these circumstances. Lack of price transparency is another danger that arises from selling goods through the bundling method. Since the advertised price is a bundled price, the buyer is unaware of the actual price of the item.<sup>10</sup> Customer comfort and confidence can be greatly enhanced by informing them

---

Pada PT Tunas Jaya. *Technomedia Journal (TMJ)*, 8(3), 2024. 331-343. DOI : <https://doi.org/10.33050/tmj.v8i3.2087>

<sup>5</sup> Puspitasari, Ayu Dia & Hendra Riofita. Strategi Pemasaran *Product Bundling* Pada Produk Kosmetik Wardah Dalam Meningkatkan Penjualan Produk Retail. *Ekonodinamika Jurnal Ekonomi Dinamis*, 6(2), 2024. 139-146. DOI : <https://journalpedia.com/1/index.php/jed>

<sup>6</sup> Abrar, Rafi. Apa Itu Bundling? Jenis, Manfaat, dan Strategi yang Tepat. Diakses dari <https://nextdigital.co.id/apa-itu-bundling/> (2024, Oktober 29)

<sup>7</sup> Kotler, P. & K, L, Keller. *Manajemen Pemasaran Edisi Tiga Belas Jilid 2 Terjemahan oleh Bob Sabran*. Jakarta: Erlangga, 2009. p.222

<sup>8</sup> Marketing, Biteship. Apa itu Produk *Bundling*? Kenali Berbagai Jenisnya Dalam Marketing Bisnis. Diakses dari <https://biteship.com/blog/apa-itu-produk-bundling/> (2024, Oktober 29)."

<sup>9</sup> Soegijanto, Marcelina Nadia. Analisis Penerapan Sistem *Bundling* Rapid Test yang Dilakukan Pelaku Usaha. *Jurnal Suara Hukum*, 4(2), 2022. 357-378. DOI : <https://doi.org/10.26740/jsh.v4n2.p357-378>

<sup>10</sup> Hidayat, Habib. Strategi *Bundling*: Definisi, Tips, dan Manfaatnya. Diakses dari <https://myrobin.id/untuk-bisnis/strategi-bundling/#:~:text=Kekurangan%20dan%20Kelemahan%20Bundling&text=Namun%2C%20kelemahan%20yang%20mungkin%20muncul.ini%20dapat%20mengurangi%20minat%20pembelian> (2024, Oktober 17)

of the price upfront.

Business actors are prohibited from coercion or other methods that can cause physical or psychological suffering to customers, as stated in Article 15 of Law Number 8 Year 1999 on Consumer Protection (hereinafter referred to as GCPL). Indeed, business actors are obliged to act in good faith in carrying out their business activities, as stated in Article 7 letter a of Consumer protection law. Due to the adverse actions of business actors, this indicates that consumers' interests must be protected. Business actors may feel pressured to follow the rules set out in the GCPL because of the severe consequences that await those who do not comply.

According to Article 1 paragraph (1) of Consumer protection law, any effort that creates legal clarity to ensure consumer protection is defined as consumer protection. This paper mainly covers three topics: consumer protection, legal clarity, and initiative. The purpose of guaranteeing the legal rights of consumers is to provide them with the means to choose products and services that suit their needs, as well as the means to protect themselves from the improper actions of businesses that supply those goods and services. Simply put, the Consumer protection law has made it clear that consumers will be protected if they suffer losses due to the actions of business actors.<sup>11</sup> Consumer protection law only applies to "end consumers", or those who purchase products for personal use and not for resale or trade.<sup>12</sup>

Losses experienced by consumers from year to year are increasing due to many factors, one of which is the factor of the actions of business actors who do everything possible without paying attention to the position of consumers in selling products. Another factor is the limited knowledge of consumers regarding the rights that must be obtained when buying products so that their position is weak. Therefore, consumers are entitled to legal protection by making legal efforts to defend their rights.

## **2. METHOD**

The research used by the author is normative juridical, which examines theories, concepts, legal principles, and laws and regulations related to the research topic. The approach used is the statute approach, which analyzes the relevant laws and regulations to produce arguments in resolving the legal issues at hand.<sup>13</sup> Furthermore, the author uses a conceptual approach to analyze solutions to legal problems based on the concepts and values that underlie legal norming.

## **3. DISCUSSION**

### **3.1. Fulfillment of Consumer Rights Due to Sale of Products with an Adverse Bundling System**

The fundamental source of law in Indonesia is the 1945 Constitution, otherwise known as UUD 1945, which aims to achieve a just and prosperous society through national

---

<sup>11</sup> Zia, Halida & Khaidir Saleh. Eksistensi Badan Penyelesaian Sengketa Konsumen Dalam Menyelesaikan Sengketa Konsumen di Indonesia. *Datin Law Jurnal*, 3(1), 2022. 79-91. DOI : <https://doi.org/10.36355/dlj.v3i1.855>

<sup>12</sup> Sidabalok, Janus. *Hukum Perlindungan Konsumen di Indonesia*. Bandung: PT Citra Aditya Bakti, 2014. p. 14

<sup>13</sup> Fajar, Mukti & Achmad, Yulianto. *Dualisme Penelitian Hukum Normatif dan Empiris*. Yogyakarta: Pustaka Pelajar, 2010. p. 157

development. To achieve this goal, the economic system must develop democratically, encouraging the creation of commodities and services that are produced accountably for the benefit of all members of society.<sup>14</sup> Based on Article 28D of the 1945 Constitution, everyone is entitled to legal protection. Legal protection, according to Setiono, is an effort to protect people from government policies that are arbitrary and violate the rule of law, provide stability and harmony so that people can fully appreciate their dignity as human beings, and prevent abuse of power.<sup>15</sup>

Businesses and consumers can avoid future conflicts by applying legal protection through the Consumer protection law. The rights and responsibilities of consumers, as well as the rights and responsibilities of producers and other business actors, are regulated by consumer protection laws.<sup>16</sup> To protect consumers, educate them, prevent them from overreacting when purchasing goods and services, give them the power to know and demand their rights as consumers, and make consumer protection information easily accessible are the goals of consumer protection. When companies fail to respect the rights of consumers or adequately fulfill their contractual responsibilities, this can lead to fierce disputes between the two parties.

The obligation of business actors to act in good faith is further emphasized in the Consumer protection law, namely in Article 7 letter (a). In fact, business actors are involved in every stage of the process.<sup>17</sup> On this basis, consumer protection of products and services begins with the actions taken to obtain them and continues to the results of their use. There are several features that distinguish the level of consumer protection, namely protection against goods that do not conform to the agreement and protection against terms that are unfair to consumers.<sup>18</sup>

Several articles in Consumer protection law prioritize legal protection for consumers. For example, Article 3 states that when business actors sell products through a bundling system, consumers are made aware of their rights, can avoid negative access to goods, are given the power to demand their rights, and are given legal protection that includes elements of access to information and legal certainty. In accordance with the promised conditions and guarantees, the right to choose and obtain goods in accordance with the exchange rate and the promised conditions and guarantees, the right to have complaints about the goods purchased heard, and the right to be treated or served correctly and honestly are consumer rights listed in Article 4 of the Consumer Protection Act.

---

<sup>14</sup> Siregar, Sutan Painayungan. Kepastian Hukum Perlindungan Konsumen Sesuai Dengan Ketentuan Undang-Undang Perlindungan Konsumen. *Journal of Law, Administration, and Social Science*, 4(2), 2024. 228-233. DOI : <https://doi.org/10.54957/jolas.v4i2.619>

<sup>15</sup> Chartilia Gendis Napinillit M & Anjar Sri Ciptorukmi. Perlindungan Hukum Bagi Para Pihak Yang Terlibat Dalam Perjanjian Pada Platform *Loan-Based Crowdfunding*. *Jurnal Privat Law*, 7(2), 2019. 181-186. DOI : <https://doi.org/10.20961/privat.v7i2.39319>

<sup>16</sup> Janus Sidabalok, *Op.cit.* hlm. 29

<sup>17</sup> Muthiah, Aulia. *Hukum Perlindungan Konsumen Dimensi Hukum Positif dan Ekonomi Syariah*. Yogyakarta: Pustaka Baru Press, 2018. p. 71

<sup>18</sup> Meliala, Adrianus. *Praktik Bisnis Curang*. Jakarta: Pustaka Sinar Harapan, 1993. p. 39"

The right to be protected from corporate wrongdoing is a fundamental consumer right. In their dealings with consumers, businesses often ignore consumer rights. Examples include low-quality goods being marketed in packages, consumers being forced to buy goods that can only be bought together, and inflated prices due to a lack of price transparency.

Ali Mansyur argues that consumers have four different interests in protecting their rights: physical, social and environmental, economic, and legal interests.<sup>19</sup> When it comes to the use of products and services, there are concerns about safety and security of body and soul, as well as physical interests related to the body.<sup>20</sup> In relation to physical interests, the object is the quality of the product being traded. The practice of selling products with a bundling system by business actors is carried out in order to reduce the stock of old goods by combining products that have high sales rates. Facts in the field such as supermarkets are often found bundling systems by selling old products.

In accordance with the provisions listed in Article 7 letters (b) and (d), business actors are obliged to provide correct information to consumers regarding the condition and guarantee of the goods traded and guarantee that the goods traded meet quality standards. The principle of Consumer Safety and Security is one of the principles mentioned in Article 2 of the Consumer Protection Law that must be applied when the bundling method is used in product sales. According to this guiding concept, buyers can feel confident that the products and services they buy will keep them safe. Consumers feel uncomfortable and risk their safety when purchasing goods through marketing methods that use bundling systems due to inconsistencies in the behavior of business actors in terms of responsibility.

Therefore, consumer protection is synonymous with legal protection of consumer rights, because legal protection is basically the fulfillment of consumer rights that should be given to consumers.<sup>21</sup> The purpose of protection is to improve the dignity of consumers from various things that bring negative consequences from product purchases. As an effort to avoid the negative consequences of purchasing products, the Consumer Protection Law determines various kinds of prohibitions for business actors listed in Article 8 to Article 17 which discuss the prohibitions of business actors in production activities, prohibitions of business actors in marketing activities and prohibitions of business actors in advertising.

The practice of implementing a bundling system by forcing consumers to buy products that are not needed is included in the prohibition of business actors in marketing activities. So according to Article 4 letters (a), (c) and (h) of the Law on Consumer Protection, it provides rights to consumers to protect their physical interests. These rights include the right to obtain correct information regarding the condition and guarantee of goods, the right to obtain compensation if the goods received are not as promised, and the right to obtain a sense of security and comfort in consuming goods. Consumers also deserve the right to buy quality

---

<sup>19</sup> Mansyur, M. Ali. *Penegakan Hukum Tentang Tanggung Gugat Produsen Dalam Perwujudan Perlindungan Konsumen*. Yogyakarta: Genta Press. 2007. p. 81

<sup>20</sup> Ibid, hlm. 81

<sup>21</sup> Shidarta. *Hukum Perlindungan Konsumen Indonesia*. Jakarta: PT Grasindo. 2004. p. 19

goods. One of the most important considerations for daily use is product safety.<sup>22</sup>

Realizing customers' desire to receive commodities is optimally linked to social and environmental goals. Therefore, consumers need accurate product information. The use of dangerous goods can cause public unrest if the public is not informed.<sup>23</sup> The safety of consumable goods must be monitored so that products to be manufactured and sold meet safety standards, in accordance with this law. As soon as a product hits store shelves, marketers start using packaging techniques to boost sales. This means that the public and non-governmental consumer protection organizations (now called LPKSM) are responsible for monitoring the products on the market, as stated in Article 30(3).

Article 8 of Government Regulation of the Republic of Indonesia No. 59/2001 on Non-Governmental Consumer Protection Institutions regulates its implementation, which states that goods circulating in the market must be monitored for consumer protection by LPKSM, the government, and the community through research, testing, and surveys. The growth of the welfare state philosophy, which states that the state must protect and defend the public interest, has resulted in government involvement in economic affairs. In the Preamble and Article 33 of the 1945 Constitution, the Indonesian state affirms this value.<sup>24</sup>

By keeping an eye on consumers and pointing them in the right direction, LPKSM hopes to empower them to demand transparency from companies. In accordance with consumer rights outlined in Article 4 letter (c), businesses must provide accurate information about the condition and warranty of the goods they sell in order to fulfill social and environmental interests. Thus, once the LPKSM supervision is complete, its findings will be made public and sent to the Minister and technical ministers as per Article 30 paragraph (5). It is important to accurately describe a product to customers so that they do not make the wrong purchasing decision. Statements, warnings, or instructions are legitimate ways to convey information to consumers.<sup>25</sup> It is the application of safeguards intended to avoid potential harm. The goal of preventive protection is to reduce the likelihood of businesses engaging in illegal activities that could harm their customers.<sup>26</sup>

The implementation of economic activities such as buying and selling involving business actors cannot be separated from the economic interests of consumers in order to maintain their rights. In this scenario, it is fine for businesses to maximize their profits, but they must also consider the purchasing power of consumers. This means that business actors should not only focus on profits without considering the ins and outs of every product they make.<sup>27</sup> In

---

<sup>22</sup> Aulia Muthiah, *Op.cit.* hlm. 130

<sup>23</sup> M. Ali Mansyur, *Op.cit.* hlm. 81"

<sup>24</sup> Zazili, Ahmad. Urgensi Pengawasan Keamanan Pangan Berbasis Sistem Manajemen Risiko Bagi Perlindungan Konsumen. *Supremasi Hukum Jurnal Penelitian Hukum*, 28(2), 2019. 57-70. DOI : <https://doi.org/10.33369/jsh.28.1.57-70>

<sup>25</sup> Toar, Agnes M. *Tanggung Jawab Produk, Sejarah, dan Perkembangannya*, Bandung: PT Citra Aditya Bakti, 1998. p. 55

<sup>26</sup> Munggaran, Intan, Sudjana Sudjana, & Bambang Daru Nugrono. Perlindungan Konsumen Terhadap Pencantuman Klausula Baku Dalam Perjanjian. *Acta Diurnal Jurnal Ilmu Hukum Kenotariatan*, 2(2), 2019. 187-199. DOI : <http://jurnal.fh.unpad.ac.id/index.php/jad/issue/archive>

<sup>27</sup> M. Ali Mansyur, *Op.cit.* hlm. 81"

some situations, consumers can find themselves in a vulnerable position as a consequence of the power imbalance between businesses and consumers. Companies put themselves in the shoes of consumers to maximize revenue through the use of sales tactics such as product bundling.<sup>28</sup>

According to Guiltinan, the bundling system is a marketing technique that combines two or more products in one package at a special price.<sup>29</sup> One of the objectives of implementing a bundling system is to increase product sales and obtain high profits for businesses. However, it often happens that business actors impose unfair conditions on consumers to increase sales, such as business actors forcing consumers to buy products together. Whereas the bundling system is a product sales strategy where each product can be purchased separately.<sup>30</sup> This limits the choice to buy products individually and reduces the ability of consumers to buy products. Consumers also tend to buy products that do not match their needs.

The aim is to protect the rights of consumers from businesses that engage in harmful bundling practices while still pursuing their economic goals. As mentioned in Article 15, businesses are prohibited from using coercion in offering products. This is in line with the practices of commercial entities that encourage consumers to purchase products in bundled form. According to Article 2 of the Consumer Protection Law, the idea of balance is used to achieve consumer protection. The regulation of legal relations between parties based on the idea of freedom is inseparable from the balance of consumer protection law. Legal subjects, such as consumers, are free to act according to their wishes within the boundaries of social order, in accordance with the concept of freedom.<sup>31</sup> There is a discrepancy in the actions of business actors which results in consumers not having the freedom to choose in purchasing products with a bundling system.

In this situation, maintaining social order in the marketing of bundled goods requires respect for consumers' rights to legal protection. The commodities mentioned in Article 4 letter (b) of the Consumer Protection Law are subject to freedom of choice. Consumers have the freedom to choose when it comes to purchasing a product. In order for consumers to be free to choose the goods to be purchased, business actors must not exert pressure on consumers.<sup>32</sup> Consumers should be the ones who have the power to choose products. So that customers do not make poor purchasing decisions, such as paying more cash to buy multiple items rather than buying them separately.

In achieving sales targets to get as much profit as possible. Business actors in

---

<sup>28</sup> Setiady, Tri & Suhaendi Salidja. Undang-Undang Nomor 8 Tahun 1999 Tentang Perlindungan Konsumen Ditinjau Dari *Law As An Allocative System*. *Jurnal Yustitia*, 7(1), 2021. 57-80. DOI : <https://doi.org/10.31943/yustitia.v7i1.15>

<sup>29</sup> Wijaya, Andreas & Loedry Kinder. Pengaruh *Price Bundling* dan *Product Bundling* terhadap Niat Membeli yang Dimoderasi oleh Barang Komplementaritas. *Jurnal Manajemen*, 17(1), 2020. 28-38. DOI : <https://doi.org/10.25170/jm.v17i1.866>

<sup>30</sup> Nadia, Marcelina. Analisis Penerapan Sistem *Bundling Rapid Test* yang Dilakukan Pelaku Usaha. *Jurnal Suara Hukum*, 4(2), 2022. 357-378. DOI : <https://doi.org/10.26740/jsh.v4n2.p357-378>

<sup>31</sup> Ahmad Miru, Ahmad, & Yodo, Sutarman. *Hukum Perlindungan Konsumen*. Jakarta: PT Raja Grafindo Persada, 2017. p. 29

<sup>32</sup> Wulandari, Andi Sri Rezky & Tadjuddin, Nurdiana. *Hukum Perlindungan Konsumen*, Jakarta: Mitra Wacana Media, 2018. p. 31."



determining prices do not only think about profit. Product marketing strategies with a bundling system include the price of the product in one package, resulting in a lack of price transparency for consumers. Business actors behave arbitrarily by setting unreasonable prices due to these variables, thereby reducing consumers' purchasing power to fulfill their daily needs. Consumers have the right to obtain products that are in accordance with their exchange value, as stated in Article 4 letter (b) of the Consumer Protection Law, which lists laws that protect consumer rights. In most cases, prices that do not lead to tyranny or exploitation are considered fair. Simply put, a price that benefits one party and harms another. A fair sale occurs when the price accurately represents the profit for the customer and both the seller and buyer benefit from the transaction.<sup>33</sup>

Legal protection and the fulfillment of consumer rights are intertwined. Access to justice is a fundamental consumer legal interest; consumers should not be subjected to abusive treatment by companies. For example, the ability to seek redress through the courts. In other words, customers have the right to hold businesses accountable if they engage in harmful marketing tactics such as product bundling. The right to seek redress through the courts also includes the right to compensation.<sup>34</sup>

### **3.2. Liability of Business Actors for the Implementation of a Harmful Bundling System**

Consumers basically really want benefits when shopping with a bundling system. In the implementation of the bundling system according to Royan,<sup>35</sup> there are four criteria in the bundling system so that consumers get benefits and benefits, namely the accuracy of the company in implementing the bundling system in accordance with the timeliness of the bundling promotion, the price of the product with the bundling system is cheaper than the unit price, the attractiveness of a variety of product choices with a bundling system that provides benefits and good quality and how to combine products appropriately according to consumer needs where given product options can be purchased separately. In reality, there are many business actors in implementing a bundling system that results in consumer loss.

Unfulfilled consumer rights are at the heart of the problems that arise from this approach, which in turn leads to protracted disputes over marketing strategies and, ultimately, compensation for losses. Consumers and businesses engage in the two-way rights and responsibilities outlined in the Consumer Protection Act when it comes to buying and selling goods and services.<sup>36</sup> It is also supported by the police to provide peace of mind for the parties. When it comes to obtaining and using products, consumers and businesses are not always on an equal footing. This is because businesses often use their relatively powerful position to impose their will, making consumers more vulnerable to exploitation.<sup>37</sup> Businesses must

---

<sup>33</sup> Sululing, Siswandi, et al. Pemikiran Al-Ghazali dan Thomas Aquinas: Keadilan Harga. *Jurnal Multidisiplin Madani*, 2(3), 2022. 1315-1330. DOI : <https://journal.yp3a.org/index.php/mudima/index>

<sup>34</sup> Andi Sri Rezky Wulandari dan Nurdiana Tadjuddin, *Op.cit*, hlm. 33.

<sup>35</sup> Royan, Frans M. *Bisnis Model Kanvas Distributor*. Jakarta: Gramedia Pustaka Utama, 2014, p. 59"

<sup>36</sup> Priowirjanto, Enni Soerjati, Ahmad Fikri Haykal & Carolina Renee Munaf. *Marketplace Self Regulation Mengenal Pengembalian Barang Melalui Metode Pembayaran Cash On Delivery*. *Acta Diurnal Jurnal Ilmu Hukum Kenotariatan Fakultas Hukum Universitas Padjadjaran*, 6(1), 2022. 112-126. DOI : <https://doi.org/10.23920/acta.v6i1.1132>

<sup>37</sup> Gultom, Elisatris. *Penegakan Hukum Dalam Kegiatan Ekonomi di Indonesia*. Bandung: Logoz Publishing, 2019, p.

assume responsibility when consumer rights are violated. Businesses have three obligations: to protect their consumers from illegal acts, to ensure their consumers' rights are fulfilled, and to maintain high standards of product quality.<sup>38</sup>

Being responsible often means facing the consequences of one's actions. If a business actor's actions do violate the provisions of the relevant legal standards, they will be liable in accordance with those standards.<sup>39</sup> Each party has the right and obligation to fulfill their agreement under the concept of legal responsibility. Fault-based liability, presumption of fault, strict liability, limitation of liability, and presumption of non-liability are the main concepts of legal liability.<sup>40</sup>

As the injured party, consumers can use evidence of fault to claim compensation under consumer protection law, which aims to establish the responsibility of business actors towards consumers who suffer losses due to the application of bundling systems that are not in accordance with standards. The fault must be able to prove that the behavior of the business actor violates the rights of consumers or contradicts its legal responsibility as a company owner, especially regarding the appropriateness of using the bundling method in product sales. The business actor's objective in using the bundling mechanism to boost product sales makes the mistake intentional.<sup>41</sup> According to the Civil Code (KUHP), Article 1365, this is based on the idea of fault-based liability. A person who is negligently liable for causing harm to another person is obliged to compensate for that harm.

To claim damages for wrongdoing, there is a violation of regulations committed by business actors in implementing the bundling system. This action is included in the element of tort. According to the Consumer Protection Law which regulates violations of consumer rights and activities prohibited by business actors, in Article 9 paragraph (1) letter (g) business actors are prohibited from offering an item incorrectly as if the item is in good condition, in Article 10 letter (a) business actors are prohibited from offering incorrect prices for goods traded, and in Article 15 it is stipulated that business actors may not offer goods by means of coercion. Business actors ignore consumer rights because they do not fulfill their legal responsibilities. In accordance with the Consumer Protection Law, consumers are entitled to the rights outlined in Article 4 letters (b) and (c). These rights include the freedom to choose and obtain goods and services that are in accordance with the exchange rate and the promised

---

81

<sup>38</sup> Gustina, Mitha. Tanggung Jawab Pelaku Usaha Dalam Melakukan Perlindungan Hukum Terhadap Konsumen Pakaian Bekas Impor. *Jurnal Darma Agung*, 32(1), 2024. 181-194. DOI : <http://dx.doi.org/10.46930/ojsuda.v32i1.3985>

<sup>39</sup> Ikhsani, Dio Viragus & Diana Amir. Tanggung Jawab Pelaku Usaha Terhadap Konsumen atas Iklan yang Menyesatkan Ditinjau dari Undang-Undang Perlindungan Konsumen. *Zaaken: Journal of Civil and Business Law*, 3(1), 2022. 724-733. DOI : <https://doi.org/10.34007/jehss.v6i2.1937>

<sup>40</sup> Prawitasari, Fransisca Yanita, Heru Saputra Lumban Gaol & Veronica Jessica Prawidyasari. Implementasi Prinsip *Caveat Emptor* dan *Caveat Venditor* Dalam Kasus Peredaran Jamu Kuat Mengandung Bahan Kimia Obat. *Jurnal Kertha Patrika*, 44(1), 2022. 116-135. DOI : <https://doi.org/10.24843/KP.2022.v44.i01.p.07>

<sup>41</sup> Tamburian, Geraldino Dimas, Roy Ronny Lembong & Harly S. Muaja. Tanggung Jawab Pelaku Usaha Kuliner "Terhadap Keamanan Pangan Konsumen di Era Covid-19. *Lex Crimen*, 10(12), 2021. 102-109. DOI : <https://ejournal.unsrat.ac.id/v3/index.php/lexcrimen/article/view/38545/35163> "

conditions and guarantees, as well as the right to correct information regarding the condition and guarantee of the goods.

There is an element of fault to determine whether a business is liable. Companies intentionally make bad decisions when they adopt bundling as a sales technique. Companies deliberately use the bundling method to make customers buy goods that do not actually fulfill their needs at once. To minimize inventory, businesses offer bundled goods at prices that do not reflect the actual purchasing power of consumers. Article 7 letter (a) of the Consumer Protection Law states that business actors must act in good faith in carrying out their business activities. However, this responsibility is not carried out. Business actors are able to boost the company's sales as a consequence.

There are disadvantages that consumers experience by being forced to purchase bundled goods. This leads to unexpected spending spikes and low-quality goods that do not meet consumer demand. When compared to buying goods separately, consumers pay more cash for bundles. And because corporate players artificially inflate the prices of goods, buyers end up paying less than the value of the currency. In the end, customers' trust in the company and consumers' own financial stability are hit by huge losses.

Broadly speaking, to fulfill the element of liability based on the wrongdoing of the business actor. There is a causal relationship between the loss and the fault. Consumers suffer losses as a result of the actions of business actors who implement a harmful bundling system. Material losses experienced by buyers include substandard products, being forced to buy bundled goods, and paying for goods at prices that are not in line with market prices. These losses would not have occurred if the business actors had not committed unlawful acts. Therefore, the buyer's loss is directly related to the seller's fault. Therefore, it is clear that the business actor must bear the financial burden of the losses caused by its decision.

According to Article 1365 of the Civil Code, customers can sue businesses if they are harmed by harmful bundling arrangements. Customers can now hold companies accountable thanks to this article. As the victim, the customer has the burden to prove that the company has violated the law. It is the responsibility of business actors to compensate consumers for losses caused by the use of the commodity being traded, as stated in Article 19 paragraph (1). The compensation in question can be in the form of a cash refund or the provision of replacement goods of a similar or equivalent value, in accordance with applicable regulations.

As for the provision of criminal sanctions as responsibility that applies to business actors who have violated Article 9 paragraph (1) letter (g), namely business actors are prohibited from offering products incorrectly as if the product is a completeness of a particular product, Article 10 letter (a) prohibits business actors from offering incorrect prices and Article 15 of the Consumer Protection Law, namely business actors in offering products are prohibited from coercion. This also applies to business actors who offer products with a bundling system by forcing consumers to buy products they do not need. As regulated in Article 62 paragraph (1) of the Consumer Protection Law with criminal sanctions in the form of imprisonment for a maximum of 5 (five) years and a fine of Rp. 2000,000,000.00 (two billion rupiah).

### 3.3. Consumers Legal Remedies to Claim Rights Due to the Harmful Bundling System

If consumer protection relates to the (legal) protection of buyers from potential losses when they purchase products, then consumer protection law is the body of legislation that regulates the promises of consumer protection to meet the demands of buyers. As a result, the Consumer Protection Law establishes norms for the protection of consumer rights, the fulfillment of contractual obligations, and the maintenance of the rights of businesses.<sup>42</sup> In this case, steps can be taken by customers to assert their rights and seek redress from companies through consumer dispute resolution. An example is the use of courts to resolve conflicts between companies and their customers, which is a form of repressive legal protection.<sup>43</sup> Courts in the public justice system and institutions appointed to resolve disputes between consumers and business actors are the two possibilities for resolving consumer disputes, as stated in Article 45 paragraph (1) of the Consumer Protection Law. According to the explanation of Article 45 paragraph (2) of the Consumer Protection Law, there is still room for other types of dispute resolution, namely amicable settlement, to be considered. As long as it does not conflict with the Consumer Protection Law, parties can try to settle disputes amicably without going to court or the Consumer Dispute Settlement Body (BPSK), which will be used from now on.<sup>44</sup>

Businesses and consumers can settle their disputes over the sale of goods with unfair bundling schemes amicably through family discussions or general agreement. Articles 1851-1864, including terms, binding peace (dading), and legal force, govern settlement in the Civil Code. In cases where customers feel that a business has violated their rights (for example, by not paying for services rendered), this method of amicable settlement can be applied. All parties involved must work together in good faith to find a solution to the conflict. The business community prefers not to deal with protracted conflicts that tarnish their reputation and hamper their operations. The application of this bundling method is characterized by consistently fostering positive relationships with customers through the provision of enticing promotions.

To implement legal protection for consumers related to the implementation of a harmful bundling system, it can be done through an amicable settlement mechanism. If this mechanism is unsuccessful, then consumers can resolve the dispute through BPSK. Dispute settlement through BPSK includes out-of-court dispute settlement that aims to reach an agreement on the form and amount of compensation and/or on certain actions to ensure that there will be

---

<sup>42</sup> Setiawan, Raden Riyan Budi, M. Ravendra Diva Firdiansyah & Maulana Syarif Hidayatullah. Perlindungan Hukum Bagi Konsumen PDAM Surya Sembada Kota Surabaya Atas Penetapan Tarif Dalam Kontrak Baku. *Bureau Journal : Indonesia Journal Of Law and Social Political Governance*, 2(1), 2022. 687-702. DOI : <https://doi.org/10.53363/bureau.v2i1.161>

<sup>43</sup> Krisna, I Putu Yogi, Budiarta, I Nyoman Putu, & Ujjanti, Ni Made Puspasutari. Perlindungan Hukum Terhadap Konsumen Akibat Kerugian Yang Ditimbulkan Oleh Pelaku Usaha Toko Online Di Facebook. *Jurnal Preferensi Hukum*, 3(1), 2022. 26-30. DOI : <https://doi.org/10.22225/jph.3.1.4618.26-30>

<sup>44</sup> Suwandono, Agus, Suparto, Susilowati, & Yuanitasari, Deviana. Review Negatif Garansi Hangus dalam E-Commerce Perspektif Hukum Perlindungan Konsumen. *Al'Adl : Jurnal Hukum*, 16(1), 2024. 81-102. DOI : <http://dx.doi.org/10.31602/al-adl.v16i1.12837>

no recurrence of consumer losses.<sup>45</sup> The Consumer Protection Law (UUPK) stipulates that BPSK is a consumer protection institution that has the authority to hear and decide consumer disputes out of court. In addition to mediating consumer disputes, BPSK is also responsible for various additional tasks, such as providing advice on protection, supervising the implementation of standard provisions, and responding to consumer complaints about consumer protection violations.<sup>46</sup>

According to S. Sothi Rachagan in "Vice Chancellor of Nilai University," the notion of accessibility states that an institution should be open and accessible to the public. BPSK follows this approach in handling consumer complaints. Easy and straightforward methods, reasonable prices, customizable evidence, comprehensiveness, direct accessibility, and availability are all part of this approach.<sup>47</sup> The consumer, his/her heirs, or his/her attorney may sue the business actor at the consumer's domicile, as stated in Article 46 of the Consumer Protection Law, if the consumer suffers a loss. One way to make it easier for consumers to claim their rights is to use this provision.

There are three steps to follow when handling customer complaints at BPSK.<sup>48</sup> The first stage in the consumer dispute resolution process is the submission of a written request, in accordance with Article 16 of Decree No. 350/2001, which includes complete information about the consumer, the business actor, the goods complained about, proof of transactions (such as receipts, invoices, and receipts), and a time statement. The second stage is the hearing, which can be conducted through conciliation, mediation, or arbitration, depending on the choice of the parties involved. If conciliation fails, the dispute may proceed to mediation, and if mediation also fails, to arbitration. The third stage is the judgment which must be finalized within 21 working days of the lawsuit being received, followed by the execution of the judgment.

Both business actors and consumers may bring the BPSK arbitration award to the district court at their place of residence to file an objection to the award, as stated in Article 2 of the Regulation of the Supreme Court of the Republic of Indonesia Number 1 of 2006 concerning Procedures for Filing Legal Remedies for Objections to Decisions of Consumer Dispute Resolution Bodies (hereinafter referred to as Perma Number 1 of 2006). Furthermore, the district court must give a decision on the objection within a period of no later than 21 (twenty-one) days after the receipt of the objection, in accordance with Article 58 of the Consumer

---

<sup>45</sup> Jessica & Ariawan Gunadi. Penilaian Kinerja Badan Penyelesaian Sengketa Konsumen (BPSK) Berdasarkan Putusan Mahkamah Agung Nomor 175K/Pdt.Sus-BPSK/2021. *Unes Law Review*, 6(1), 2023. 3147-3153. DOI : <https://doi.org/10.31933/unesrev.v6i1.1105>

<sup>46</sup> Lestari, Maudy Andreana, Dewi Aria Shia Wase Meliala, Puja Anudiwanti & Nasya Nurul Amalina. Optimalisasi Badan Penyelesaian Sengketa Konsumen (BPSK) Dalam Upaya Proteksi Hak Konsumen Di Ranah Siber. *Rewang Rencang : Jurnal Hukum Lex Generalis*. 2(4), 2021. 309-328. DOI : <https://doi.org/10.56370/jhlg.v2i4.48>

<sup>47</sup> Smartlegal.id. Apa Peranan Badan Penyelesaian Sengketa Konsumen Indonesia?. Diakses dari <https://smartlegal.id/galeri-hukum/perlindungan-konsumen/2019/01/02/apa-peranan-badan-penyelesaian-sengketa-konsumen-indonesia/> (2024, November 22).

<sup>48</sup> Afriana, Anita. *Hukum Perlindungan Konsumen Dimensi Penyelesaian Sengketa*. Bandung: CV Global Sinergi Indonesia, 2019. p. 100"

Protection Law. Both business actors and consumers can directly file a cassation application to the Supreme Court, to challenge the decision of the district court. The application will be considered and decided no later than 30 days after it is received.

If BPSK and consumers cannot reach an agreement regarding the use of the bundling system, which is considered to be dishonest product sales and violates Article 7 letter a of the Consumer Protection Law, then consumers can file a legal action to the court. Consumers who feel aggrieved can file a lawsuit for illegal acts (*onrechtmatige daad*) against the company. Thus, the entire process of consumer lawsuits against business actors in the district courts in Indonesia is based on the rules of Indonesian civil procedural law.

Due to the lengthy and complicated nature of the litigation process, consumers and businesses are less likely to choose this method to resolve consumer issues. In addition, the courts will be overburdened with cases as the number of cases filed continues to increase. The parties agree that the litigation process will be very expensive depending on how long it takes to resolve the issue. Courts are also perceived to be slow in resolving cases. This is because the public has a negative impression of the court's ability to defend and meet the needs of litigants. Since each party feels that they have won or lost the court decision, this does not end the problem and make everyone happy.<sup>49</sup>

Harm can occur when businesses bundle product sales without good faith, taking advantage of consumers' rights in the process. Businesses participating in bundling schemes should be able to make buyers' lives easier and more rewarding. Also provide direction and supervision to ensure that businesses comply with all applicable rules and regulations, especially with regard to product quality and price. There should be a balance between the interests of consumers, businesses, and the government when consumer protection measures are implemented, especially with regard to the rights of consumers and the obligations of businesses when selling goods through bundling systems. The purpose of consumer protection laws, as stated in Article 3 of the Consumer Protection Law, is twofold: first, to encourage more agency on the part of consumers in making purchasing decisions and in asserting their legal rights as consumers; and second, to raise awareness among businesses of the importance of consumer protection laws in encouraging them to act with integrity and responsibility in conducting business.

#### **4. CONCLUSION**

The application of the bundling system as a product sales strategy by business actors who have committed prohibited acts, such as Article 9 paragraph (1) letter (g), Article 10 letter a and Article 15 of the Consumer Protection Law, namely business actors are prohibited from offering products incorrectly as if the product is a completeness of a particular product, prohibiting business actors from offering products that are incorrect about prices and business

---

<sup>49</sup> Panjaitan, Hulman. *Hukum Perlindungan Konsumen Reposisi dan Penguatan Kelembagaan Badan Penyelesaian Sengketa Konsumen Dalam Memberikan Perlindungan dan Menjamin Keseimbangan Dengan Pelaku Usaha*. Jakarta: Jala Permata Aksara, 2021. p. 7-8

actors in offering products with a bundling system by forcing consumers to buy products that are not needed. Then consumers are entitled to their rights as in Article 4 letters (a), (c) and (h) of the Consumer Protection Law which determine that consumers have the right to security and safety in consuming goods, the right to honest information about the condition of the goods, the right to compensation if the goods received are not suitable. Consumers also have the right to choose goods and obtain goods in accordance with the exchange value stated in Article 4 letter (b) of the Consumer Protection Law. As for the provision of criminal sanctions as responsibility that applies to business actors as regulated in Article 62 paragraph (1) of the Consumer Protection Law with the provision of criminal sanctions in the form of imprisonment for a maximum of 5 (five) years and a fine of Rp. 2000,000,000.00 (two billion rupiah). Legal protection provided to consumers on the sale of products with a bundling system that is preventive in nature is carried out through effective supervision of consumers' rights to obtain information about the condition of goods by LPKSM, as well as ensuring the compliance of business actors in selling products in accordance with the Consumer Protection Law. Legal remedies that can be implemented by consumers are repressive legal protection aimed at defending consumer rights. This can be achieved through peaceful dispute resolution, out of court, namely BPSK and through the courts. Peaceful dispute resolution can be pursued first considering that the application of the bundling system is often practiced in markets or supermarkets face-to-face. If peaceful dispute resolution is unsuccessful, it can be pursued through BPSK, before finally implementing dispute resolution through the court based on allegations of unlawful acts.

## REFERENSI

- Abrar, Rafi. Apa Itu *Bundling*? Jenis, Manfaat, dan Strategi yang Tepat. (2024, Oktober 29). Diakses dari <https://nextdigital.co.id/apa-itu-bundling/>
- Afiana, Anita. *Hukum Perlindungan Konsumen Dimensi Penyelesaian Sengketa*. Bandung: CV Global Sinergi Indonesia. (2019)
- Ahmad Miru, Ahmad, & Yodo, Sutarman. *Hukum Perlindungan Konsumen*. Jakarta: PT Raja Grafindo Persada. (2017)
- Amelia, Shy She & Iswadi. Strategi Komunikasi Pemasaran Sebagai Media Promosi Dalam Meningkatkan Penjualan Pada PT Tunas Jaya. *Technomedia Journal (TMJ)*, 8(3), (2024). Hlm : 331-343. DOI : <https://doi.org/10.33050/tmj.v8i3.2087>
- Chartilia Gendis Napinillit M & Anjar Sri Ciptorukmi. Perlindungan Hukum Bagi Para Pihak Yang Terlibat Dalam Perjanjian Pada Platform *Loan-Based Crowdfunding*. *Jurnal Privat Law*, 7(2), (2019). Hlm : 181-186. DOI : <https://doi.org/10.20961/privat.v7i2.39319>
- Dewi, Elia Wulia. *Hukum Perlindungan Konsumen*. Yogyakarta: Graha Ilmu. (2015)
- Fajar, Mukti & Achmad, Yulianto. *Dualisme Penelitian Hukum Normatif dan Empiris*. Yogyakarta: Pustaka Pelajar. (2010)
- Fauzan Muhammad, Widjojanto, Darminto & Partners. Batasan Makna Frasa "Pihak Lain" Pada Pasal 22 Undang-Undang Nomor 5 Tahun 1999 Tentang Larangan Praktik Monopoli dan Persaingan Usaha Tidak Sehat Berdasarkan Putusan Mahkamah

- Konstitusi Dan Akibat Hukumnya. *Acta Djurnal Jurnal Ilmu Hukum*, 6(2), (2023). Hlm : 269-281. DOI : <https://doi.org/10.23920/acta.v6i2.1490>
- Gultom, Elisatris. *Penegakan Hukum Dalam Kegiatan Ekonomi di Indonesia*. Bandung: Logoz Publishing. (2019)
- Gustina, Mitha. Tanggung Jawab Pelaku Usaha Dalam Melakukan Perlindungan Hukum Terhadap Konsumen Pakaian Bekas Impor. *Jurnal Darma Agung*, 32(1), (2024). Hlm : 181-194. DOI : <http://dx.doi.org/10.46930/ojsuda.v32i1.3985>
- Hidayat, Habib. Strategi *Bundling*. Definisi, Tips, dan Manfaatnya. (2024, Oktober 17). Diakses dari <https://myrobin.id/untuk-bisnis/strategi-bundling/#:~:text=Kekurangan%20dan%20Kelemahan%20Bundling&text=Naman%2C%20kelemahan%20yang%20mungkin%20muncul,ini%20dapat%20mengurangi%20minat%20pembelian>
- Ikhsani, Dio Viragus & Diana Amir. Tanggung Jawab Pelaku Usaha Terhadap Konsumen atas Iklan yang Menyesatkan Ditinjau dari Undang-Undang Perlindungan Konsumen. *Zaaken: Journal of Civil and Bussiness Law*, 3(1), (2022). Hlm : 724-733. DOI : <https://doi.org/10.34007/jehss.v6i2.1937>
- Jefry; A. Sakti R.S. Rakia; Sahertian Marthin Kocu, "Penegakan Hukum Terhadap Perdagangan Minuman Keras ( Beralkohol ) Tanpa Izin Di Wilayah Aifat Kabupaten Maybrat," *Journal of Law Justice* 1, no. 1 (2023): 109–18, <https://doi.org/https://doi.org/10.33506/llj.v1i2.2678>.
- Jessica & Ariawan Gunadi. Penilaian Kinerja Badan Penyelesaian Sengketa Konsumen (BPSK) Berdasarkan Putusan Mahkamah Agung Nomor 175K/Pdt.Sus-BPSK/2021. *Unes Law Review*, 6(1), (2023). Hlm : 3147-3153. DOI : <https://doi.org/10.31933/unesrev.v6i1.1105>
- Kotler, P. & K, L, Keller. *Manajemen Pemasaran Edisi Tiga Belas Jilid 2 Terjemahan oleh Bob Sabran*. Jakarta: Erlangga. (2009)
- Krisna, I Putu Yogi, Budiarta, I Nyoman Putu, & Ujianti, Ni Made Puspasutari. Perlindungan Hukum Terhadap Konsumen Akibat Kerugian Yang Ditimbulkan Oleh Pelaku Usaha Toko *Online* Di Facebook. *Jurnal Preferensi Hukum*, 3(1), (2022). Hlm : 26-30. DOI : <https://doi.org/10.22225/jph.3.1.4618.26-30>
- Lestari, Maudy Andreana, Dewi Aria Shia Wase Meliala, Puja Anudiwanti & Nasya Nurul Amalina. Optimalisasi Badan Penyelesaian Sengketa Konsumen (BPSK) Dalam Upaya Proteksi Hak Konsumen Di Ranah Siber. Rewang Rencang : *Jurnal Hukum Lex Generalis*. 2(4), (2021). Hlm : 309-328. DOI : <https://doi.org/10.56370/jhlg.v2i4.48>
- Mansyur, M. Ali. *Penegakan Hukum Tentang Tanggung Gugat Produsen Dalam Perwujudan Perlindungan Konsumen*. Yogyakarta: Genta Press. (2007)
- Marketing, Biteship. Apa itu Produk *Bundling*? Kenali Berbagai Jenisnya Dalam Marketing Bisnis. (2024, Oktober 29). Diakses dari <https://biteship.com/blog/apa-itu-produk-bundling/>



- Maulana, Muhammad Johansyah. Perlindungan Konsumen Dalam *E-Commerce* Terkait Kerugian. *Journal of Law, Administration, and Sosial Science*, 4(2), (2024). Hlm : 265-275. DOI : <https://doi.org/10.54957/jolas.v4i2.569>
- Meliala, Adrianus. *Praktik Bisnis Curang*. Jakarta: Pustaka Sinar Harapan. (1993)
- Munggaran, Intan, Sudjana Sudjana, & Bambang Daru Nugrono. Perlindungan Konsumen Terhadap Pencantuman Klausula Baku Dalam Perjanjian. *Acta Diurnal Jurnal Ilmu Hukum Kenotariatan*, 2(2), (2019). Hlm : 187-199. DOI : <http://jurnal.fh.unpad.ac.id/index.php/jad/issue/archive>
- Muthiah, Aulia. *Hukum Perlindungan Konsumen Dimensi Hukum Positif dan Ekonomi Syariah*. Yogyakarta: Pustaka Baru Press. (2018)
- Panjaitan, Hulman. *Hukum Perlindungan Konsumen Reposisi dan Penguatan Kelembagaan Badan Penyelesaian Sengketa Konsumen Dalam Memberikan Perlindungan dan Menjamin Keseimbangan Dengan Pelaku Usaha*. Jakarta: Jala Permata Aksara. (2021)
- Prawitasari, Fransisca Yanita, Heru Saputra Lumban Gaol & Veronica Jessica Prawidyasari. Implementasi Prinsip *Caveat Emptor* dan *Caveat Venditor* Dalam Kasus Peredaran Jamu Kuat Mengandung Bahan Kimia Obat. *Jurnal Kertha Patrika*, 44(1), (2022). Hlm : 116-135. DOI : <https://doi.org/10.24843/KP.2022.v44.i01.p.07>
- Priowirjanto, Enni Soerjati, Ahmad Fikri Haykal & Carolina Renee Munaf. *Marketplace Self Regulation* Mengenai Pengembalian Barang Melalui Metode Pembayaran *Cash On Delivery*. *Acta Diurnal Jurnal Ilmu Hukum Kenotariatan Fakultas Hukum Universitas Padjadjaran*, 6(1), (2022). Hlm : 112-126. DOI : <https://doi.org/10.23920/acta.v6i1.1132>
- Puspitasari, Ayu Dia & Hendra Riofita. Strategi Pemasaran *Product Bundling* Pada Produk Kosmetik Wardah Dalam Meningkatkan Penjualan Produk Retail. *Ekonodinamika Jurnal Ekonomi Dinamis*, 6(2), (2024). Hlm : 139-146. DOI : <https://journalpedia.com/1/index.php/jed>
- Rita Defriza, "Consumer Protection in TikTok Shop Sale Transactions Based on Law Number 8 of 1999," *Justisi* 11, no. 1 (2025): 163–73, <https://doi.org/https://doi.org/10.33506/js.v11i1.3522>.
- Royan, Frans M. *Bisnis Model Kanvas Distributor*. Jakarta: Gramedia Pustaka Utama. (2014)
- Setiady, Tri & Suhaendi Salidja. Undang-Undang Nomor 8 Tahun 1999 Tentang Perlindungan Konsumen Ditinjau Dari *Law As An Allocative System*. *Jurnal Yustitia*, 7(1), (2021). Hlm : 57-80. DOI : <https://doi.org/10.31943/yustitia.v7i1.15>
- Setiawan, Raden Riyan Budi, M. Ravendra Diva Firdiansyah & Maulana Syarif Hidayatullah. Perlindungan Hukum Bagi Konsumen PDAM Surya Sembada Kota Surabaya Atas Penetapan Tarif Dalam Kontrak Baku. *Bureau Journal : Indonesia Journal Of Law and Social Political Governance*, 2(1), (2022). Hlm : 687-702. DOI : <https://doi.org/10.53363/bureau.v2i1.161>
- Shidarta. *Hukum Perlindungan Konsumen Indonesia*. Jakarta: PT Grasindo. (2004)

- Sidabalok, Janus. *Hukum Perlindungan Konsumen di Indonesia*. Bandung: PT Citra Aditya Bakti. (2014)
- Siregar, Sutan Painayungan. Kepastian Hukum Perlindungan Konsumen Sesuai Dengan Ketentuan Undang-Undang Perlindungan Konsumen. *Journal of Law, Administration, and Social Science*, 4(2), (2024). Hlm : 228-233. DOI : <https://doi.org/10.54957/jolas.v4i2.619>
- Smartlegal.id. Apa Peranan Badan Penyelesaian Sengketa Konsumen Indonesia?. (2024, November 22). Diakses dari <https://smartlegal.id/galeri-hukum/perlindungan-konsumen/2019/01/02/apa-peranan-badan-penyelesaian-sengketa-konsumen-indonesia/>
- Soegijanto, Marcelina Nadia. Analisis Penerapan Sistem Bundling Rapid Test yang Dilakukan Pelaku Usaha. *Jurnal Suara Hukum*, 4(2), (2022). Hlm : 357-378. DOI : <https://doi.org/10.26740/jsh.v4n2.p357-378>
- Soekanto, Soerjono & Mahmudji, Sri. *Penelitian Hukum Normatif Suatu Tinjauan Singkat*. Jakarta: Raja Grafindo Pesada. (2003)
- Sululing, Siswandi, et al. Pemikiran Al-Ghazali dan Thomas Aquinas: Keadilan Harga. *Jurnal Multidisiplin Madani*, 2(3), (2022). Hlm : 1315-1330. DOI : <https://journal.yp3a.org/index.php/mudima/index>
- Suwandono, Agus, Suparto, Susilowati, & Yuanitasari, Deviana. Review Negatif Garansi Hangus dalam *E-Commerce* Perspektif Hukum Perlindungan Konsumen. *Al'Adl : Jurnal Hukum*, 16(1), (2024). Hlm : 81-102. DOI : <http://dx.doi.org/10.31602/al-adl.v16i1.12837>
- Sya'idun. Tafsir Ayat Tentang Produksi Dalam Ekonomi Syariah. *Jurnal Ekonomi dan Bisnis*, 8(2), (2022). Hlm : 77-90. DOI : <https://doi.org/10.56997/investamajurnalekonomidanbisnis.v8i2.960>
- Tamburian, Geraldino Dimas, Roy Ronny Lembong & Harly S. Muaja. Tanggung Jawab Pelaku Usaha Kuliner Terhadap Keamanan Pangan Konsumen di Era Covid-19. *Lex Crimen*, 10(12), (2021). Hlm : 102-109. DOI : <https://ejournal.unsrat.ac.id/v3/index.php/lexcrimen/article/view/38545/35163>
- Toar, Agnes M. *Tanggung Jawab Produk, Sejarah, dan Perkembangannya*, Bandung: PT Citra Aditya Bakti. (1998)
- Wijaya, Andreas & Loedry Kinder. Pengaruh *Price Bundling* dan *Product Bundling* terhadap Niat Membeli yang Dimoderasi oleh Barang Komplementaritas. *Jurnal Manajemen*, 17(1), (2020). Hlm : 28-38. DOI : <https://doi.org/10.25170/jm.v17i1.866>
- Wulandari, Andi Sri Rezky & Tadjuddin, Nurdiyana. *Hukum Perlindungan Konsumen*, Jakarta: Mitra Wacana Media. (2018)
- Zazili, Ahmad. Urgensi Pengawasan Keamanan Pangan Berbasis Sistem Manajemen Risiko Bagi Perlindungan Konsumen. *Supremasi Hukum Jurnal Penelitian Hukum*, 28(2), (2019). Hlm : 57-70. DOI : <https://doi.org/10.33369/jsh.28.1.57-70>
- Zia, Halida & Khaidir Saleh. Eksistensi Badan Penyelesaian Sengketa Konsumen Dalam

Menyelesaikan Sengketa Konsumen di Indonesia. *Datin Law Jurnal*, 3(1), (2022).  
Hlm : 79-91. DOI : <https://doi.org/10.36355/dlj.v3i1.855>