

## **Consumer Legal Protection Related to Goods Storage Agreements in Shopping Centers in Realizing Justice**

**M. Adnan Lira<sup>1</sup>, Andika Prawira Buana<sup>2</sup>, Moch. Andry Wikra Wardhana Mamonto<sup>3</sup>**

<sup>1</sup>Universitas Muslim Indonesia, Indonesia, Email : [m.adnanlira@umi.ac.id](mailto:m.adnanlira@umi.ac.id),

<sup>2</sup>Universitas Muslim Indonesia, Indonesia, Email : [andika.prawira@umi.ac.id](mailto:andika.prawira@umi.ac.id),

<sup>3</sup>Universitas Muslim Indonesia, Indonesia, Email : [moch.andrymamonto@umi.ac.id](mailto:moch.andrymamonto@umi.ac.id)

### **Abstract**

*The development of shopping centers in Indonesia has increased the need for item storage services, but it has also raised legal issues related to consumer protection. This research aims to analyze the forms of legal protection for consumers regarding item storage agreements in shopping centers and identify efforts that can be made to achieve justice for consumers in this context. This study uses a normative legal research method with statutory and conceptual approaches. Data collection techniques are carried out through library research, while data analysis uses qualitative methods with deductive reasoning to interpret legal materials and formulate recommendations. The research results show that legal protection for consumers in item storage agreements in shopping centers is based on the Consumer Protection Act and the Civil Code, covering the guarantee of consumer rights, obligations of shopping centers, prohibition of detrimental standard clauses, compensation liability, reverse burden of proof principle, dispute resolution mechanisms, as well as supervision and law enforcement. To achieve justice for consumers, comprehensive efforts are needed including regulatory revision, increased supervision, consumer education, development of effective dispute resolution mechanisms, technology adoption, development of industry standards, increased transparency, development of special insurance products, periodic evaluations, strengthening the role of non-governmental consumer protection organizations, development of consumer rating systems, and improved coordination among relevant government agencies.*

**Keywords:** *Consumer Protection; Safekeeping; Shopping Centers; Agreements; Justice.*

### **1. INTRODUCTION**

The rapid development of the global economy has brought significant changes in the consumption patterns of the Indonesian people. One of the tangible manifestations of this change is the proliferation of shopping centres or malls in various big cities. Shopping centers have become an integral part of the urban lifestyle, not only as a place to shop, but also as a center for entertainment, culinary, and social interaction. Along with the increase in community activities in shopping centers, various supporting services are offered to facilitate visitors, one of which is a luggage storage service.<sup>1</sup> Luggage storage services in shopping

<sup>1</sup> Nahdliyyul Izza, *Pengaruh Pasar Modern Terhadap Pedagang Pasar Tradisional (Studi Pengaruh Ambarukmo Plaza Terhadap Perekonomian Pedagang Pasar Desa Caturtunggal Nologaten Depok Sleman Yogyakarta)* (Yogyakarta: UIN Sunan Kalijaga, 2010).

centers are basically facilities provided to provide convenience to visitors. Visitors can leave their luggage that might interfere with their shopping or leisure activities at the mall.<sup>2</sup> However, behind the convenience offered, there are legal aspects that need to be considered, especially in relation to legal protection for consumers who use these goods storage services.

Law No. 8/1999 on Consumer Protection (UUPK) is the main legal umbrella that regulates consumer rights in Indonesia. Article 4 of the GCPL states that consumers have the right to comfort, security, and safety in consuming goods and/or services. In the context of entrusting goods in shopping centers, consumers who entrust their goods are entitled to security guarantees for the entrusted goods.<sup>3</sup> Furthermore, Article 1706 of the Civil Code confirms that the entrusted is obliged regarding the care of the goods entrusted to him, maintaining them in the same way as he maintains his own goods. This provision implies the obligation of the shopping center management to maintain and care for goods entrusted by visitors with high standards of prudence.<sup>4</sup>

However, in practice, there is often an imbalance in the position between shopping center managers and visitors. This imbalance is reflected in the clauses of the standard agreement that are generally stated on the ticket. These clauses often limit or even eliminate the manager's responsibility for damage or loss of entrusted goods. This is contrary to the principles of fairness and consumer protection guaranteed by Indonesian law.

Law No. 8/1999 on Consumer Protection (UUPK) exists as a legal umbrella to protect consumer rights in Indonesia. Article 4 of GCPL emphasizes consumer rights, including the right to comfort, security, and safety in consuming goods and/or services. In the context of entrusting goods in shopping centers, consumers are entitled to security guarantees for the goods they entrust. In addition, Article 18 of GCPL also regulates standard clauses, which prohibits business actors from including standard clauses whose location or shape is difficult to see or cannot be read clearly, or whose disclosure is difficult to understand. Standard clauses that are often found on luggage storage tickets in shopping centers often violate this provision, because they are printed in small letters and use language that is difficult for ordinary consumers to understand.<sup>5</sup>

The problem becomes more complex when there is loss or damage to the entrusted goods. Although the Civil Code and GCPL have provided a basis for consumer protection, in practice, consumers often face difficulties in claiming compensation. This is due to several factors, including: consumer ignorance of their rights, weak bargaining position, and an ineffective and inefficient dispute resolution system.<sup>6</sup> The unbalanced position between shopping center managers and consumers is also reflected in the aspect of

2 Shahraz Putri Namira, *Ganti Rugi Terhadap Hilangnya Barang Konsumen Ditempat Penitipan Barang (Studi Kasus Swalayan Stabat City)* (Medan: Universitas Muhammadiyah Sumatera Utara, 2018).

3 Onang Bambang, "Perlindungan Hukum Terhadap Konsumen Atas Kenyamanan Keamanan Dan Keselamatan Dalam Mengkonsumsi Barang Atau Jasa," *Lex Privatum* 11, no. 1 (2023).

4 Timothy Sitinjak, Hisar Siregar, and Roida Nababan, "Tanggungjawab Pihak Pengelola Usaha Dalam Perjanjian Penitipan Barang Berdasarkan Kitab Undang - Undang Hukum Perdata," *Jurnal Hukum Patik* 6, no. 3 (2017).

5 Bambang, "Perlindungan Hukum Terhadap Konsumen Atas Kenyamanan Keamanan Dan Keselamatan Dalam Mengkonsumsi Barang Atau Jasa."

6 Khepin P. Naibaho, Marthin Simangunsong, and Roida Nababan, "Perlindungan Hukum Bagi Konsumen Atas Barang Rusak Dalam Perjanjian Jual Beli Barang Elektronik," *Jurnal Hukum Patik* 8, no. 2 (2019).

proof. In cases of loss or damage to entrusted goods, the burden of proof is often placed on the consumer. Consumers are required to prove that the loss or damage occurred due to the negligence of the manager. This of course makes it difficult for consumers, considering that they do not have access to the security and supervision system in the goods storage area.<sup>7</sup>

This problem is further exacerbated by the common practice of shopping center managers setting a very low maximum limit for compensation. This practice often does not reflect the true value of the goods entrusted, especially if the goods have a high economic or sentimental value to the consumer. This kind of limitation of liability can be considered a form of disregard for the principle of strict liability, which should be applied in the context of consumer protection. In an effort to realize justice for consumers, there is a need for reinterpretation and stricter application of existing laws and regulations. Therefore, this research entitled “Pentahelix Collaboration in Tourism Village Management Based on Ecological Justice” was conducted. The problem formulation in this research is: 1) How is the form of legal protection for consumers related to goods storage agreements in shopping centers?. 2) What efforts can be made to realize justice for consumers in the agreement of entrusting goods in shopping centers?.

This research uses the normative legal research method, which is research focused on examining the application of rules or norms in positive law. This method was chosen because this research aims to analyze the legal aspects related to consumer protection in the context of a goods storage agreement in a shopping center, by referring to the applicable laws and regulations and relevant legal concepts.<sup>8</sup>

In this research, two main approaches are used, namely the statute approach and conceptual approach. The statutory approach is carried out by reviewing all laws and regulations relating to the legal issues being addressed. In this context, the researcher will review various laws and regulations relevant to consumer protection and safekeeping agreements, including but not limited to Law Number 8 Year 1999 on Consumer Protection, the Civil Code, and other relevant regulations. Meanwhile, a conceptual approach is used to understand legal concepts relating to consumer protection, custody agreements, and justice. This approach involves examining legal doctrines developed in the legal sciences, which will assist researchers in building legal arguments when analyzing the issues at hand.

The sources of legal materials used in this research consist of primary, secondary, and tertiary legal materials. Primary legal materials include laws and regulations that are directly related to the research topic, such as the Consumer Protection Law, the Civil Code, and other relevant regulations. Secondary legal materials consist of legal textbooks, legal journals, scientific articles, and legal research results relevant to the research topic. Meanwhile, tertiary legal materials include legal dictionaries, legal encyclopedias, and

7 Lilik Mulyadi, “Asas Pembalikan Beban Pembuktian Terhadap Tindak Pidana Korupsi Dalam Sistem Hukum Pidana Indonesia Dihubungkan Dengan Konvensi Perserikatan Bangsa-Bangsa Anti Korupsi 2003,” *Jurnal Hukum Dan Peradilan* 4, no. 1 (March 31, 2015): 101, <https://doi.org/10.25216/jhp.4.1.2015.101-132>.

8 Peter Mahmud Marzuki, *Penelitian Hukum: Edisi Revisi* (Jakarta: Kencana, 2021).

other sources that can provide guidance or explanation of primary and secondary legal materials. The data collection technique in this research is done through library research. Researchers will collect and review various legal literature, legal documents, and other written sources related to the research topic.<sup>9</sup> In addition, researchers will also search for legal materials via the internet to obtain the latest information on legal developments and practices related to consumer protection in the context of goods storage agreements in shopping centers.

For data analysis techniques, this research uses qualitative analysis methods with deductive reasoning. Qualitative analysis is carried out by reviewing and interpreting the legal materials that have been collected, then connecting them to the formulation of research problems.<sup>10</sup> Deductive reasoning is used to draw conclusions from the general principles of consumer protection law and agreement law to be applied to the specific case of a shopping center luggage storage agreement. In the analysis process, the researcher will perform several stages. First, identify and categorize legal materials that are relevant to the formulation of the problem. Second, interpreting the legal materials to understand their meaning and implications for the legal protection of consumers in the context of goods storage agreements. Third, conduct a comparative analysis between the existing legal provisions and the practices that occur in the field. Fourth, identify legal gaps or problems that may exist. Lastly, formulate recommendations or legal solutions to improve consumer protection and realize justice in goods custody agreements in shopping centers.

## 2. ANALYSIS AND DISCUSSION

### 2.1. Forms of Legal Protection for Consumers Related to Custody Agreements in Shopping Centers

The form of legal protection for consumers related to goods storage agreements in shopping centers is an important aspect in guaranteeing consumer rights and creating a balance between the interests of consumers and business actors. This legal protection is based on various laws and regulations applicable in Indonesia, especially Law Number 8 of 1999 concerning Consumer Protection (UUPK) and the Civil Code (KUHPerdata).<sup>11</sup> One of the fundamental forms of legal protection is the recognition and guarantee of consumer rights as stipulated in Article 4 of GCPL. In the context of a goods storage agreement in a shopping center, some of the relevant consumer rights include the right to comfort, security, and safety in consuming goods and/or services; the right to choose goods and/or services and obtain such goods and/or services in accordance with the exchange rate and the promised conditions and guarantees; the right to correct, clear, and honest information regarding the conditions and guarantees of goods and/or services;

9 Sugiyono, "Metode Penelitian Kuantitatif, Kualitatif, Dan R&D," Bandung: CV. Alfabeta, 2019.

10 Lexy J. Moleong, *Metodologi Penelitian Kualitatif* (Bandung: PT Remaja Rosdakarya, 2017).

11 Filda Amada, *Perlindungan Hukum Terhadap Konsumen Dalam Perjanjian Jasa Titip Beli Barang Secara Online* (Makassar: Universitas Muslim Indonesia, 2023).

and the right to compensation, compensation and/or replacement, if the goods and/or services received are not in accordance with the agreement or not as they should be.<sup>12</sup>

In its implementation, legal protection related to the right to security requires the shopping center or goods storage service provider to guarantee the security of the entrusted goods. This is in line with the provisions in Article 1706 of the Civil Code which obliges the trustee to take care of the entrusted goods as well as possible as if they were their own property. The shopping center or goods storage service provider must implement an adequate security system, such as the use of surveillance cameras (CCTV), the provision of secure lockers, and supervision by trained security officers.<sup>13</sup> Legal protection also includes aspects of information transparency. Article 7 letter b of GCPL requires business actors to provide correct, clear and honest information regarding the condition and guarantee of goods and/or services as well as provide explanations for use, repair and maintenance. In the context of goods storage, the shopping center or goods storage service provider must provide clear information regarding the terms and conditions of goods storage, including storage procedures, storage time limits, fees charged (if any), and the responsibilities of each party.

Furthermore, legal protection is also realized through the regulation of standard clauses in agreements. Article 18 of GCPL regulates the prohibition of the inclusion of certain standard clauses in agreements, including clauses stating the transfer of responsibility of business actors. In the context of a goods deposit agreement, a clause stating that the shopping center or goods deposit service provider is not responsible for the loss or damage of the deposited goods can be considered a prohibited clause. This protection aims to prevent abuse of the dominant position of business actors and ensure a balance of rights and obligations between consumers and business actors.<sup>14</sup>

Another important aspect of consumer legal protection is related to the responsibility of business actors. Article 19 of GCPL stipulates that business actors are responsible for providing compensation for damage, pollution, and/or loss to consumers due to consumption of goods and/or services produced or traded. In the context of goods storage, in the event of loss or damage to the goods deposited, the shopping center or goods storage service provider is responsible for providing compensation to consumers.<sup>15</sup> However, the application of this responsibility in practice often faces challenges, especially regarding proof. Article 28 of GCPL states that proving whether or not there is an element of fault in a compensation claim is the burden and responsibility of the business actor. This provision actually provides protection to consumers by applying the reverse proof principle. In the context of goods storage, in the event of loss or damage, the

12 Cindy Aulia Khotimah and Jeumpa Crisan Chairunnisa, "Perlindungan Hukum Bagi Konsumen Dalam Transaksi Jual Beli-Online (E-Commerce)," *Business Law Review* 1 (2016).

13 Dedi Eka Noviyanto, Wiwik Sri Widiarty, and Hulman Panjaitan, "Pertanggungjawaban Pengelola Jasa Parkir Ditinjau Dari Hukum Positif Di Indonesia," *Action Research Literate* 8, no. 6 (2024), <https://doi.org/https://doi.org/10.46799/ar.v8i6.425>.

14 Safitri and Richrd C. Adam, "Penyelesaian Sengketa Konsumen: Bentuk Implementasi Perlindungan Konsumen Di Indonesia," *Jurnal Kertha Semaya* 11, no. 8 (2023), <https://doi.org/https://doi.org/10.24843/KS.2023.v11.i08.p19>.

15 Abuyazid Bustomi, "Tanggung Jawab Pelaku Usaha Terhadap Kerugian Konsumen," *Solusi* 16, no. 2 (2018), <https://doi.org/https://doi.org/10.36546/solusi.v16i2.125>.

shopping center or goods storage service provider must prove that they did not commit negligence or misconduct that caused the loss.<sup>16</sup>

Legal protection is also realized through arrangements regarding consumer dispute resolution. GCPL provides several dispute resolution options for consumers, both through litigation and non-litigation channels. Article 45 of GCPL states that consumer dispute resolution can be pursued through the court or out of court based on the voluntary choice of the parties to the dispute. For out-of-court dispute resolution, GCPL regulates the Consumer Dispute Settlement Body (BPSK) as an institution tasked with handling and resolving disputes between business actors and consumers.<sup>17</sup>

The existence of BPSK as an alternative dispute resolution provides protection for consumers by providing a dispute resolution mechanism that is faster, cheaper, and simpler than the courts. In the case of disputes related to the entrustment of goods in shopping centers, consumers can file a lawsuit with BPSK if they feel disadvantaged due to loss or damage to the entrusted goods. BPSK has the authority to examine and decide consumer disputes, including through mediation, conciliation, or arbitration.<sup>18</sup> In addition, legal protection is also realized through supervision and law enforcement by the government. Article 30 of GCPL regulates the supervision of the implementation of consumer protection and the application of the provisions of its laws and regulations. This supervision is carried out by the government, the community, and non-governmental consumer protection organizations. In the context of goods storage in shopping centers, supervision can be carried out on the practices of goods storage agreements, including the use of standard clauses and the application of security standards.<sup>19</sup>

Law enforcement is also an integral part of consumer law protection. GCPL regulates administrative sanctions and criminal sanctions for business actors who violate the provisions of the law. Article 60 of the GCPL stipulates administrative sanctions in the form of stipulation of compensation of a maximum of Rp 200,000,000.00 (two hundred million rupiah) against business actors who violate the provisions of the law. Meanwhile, Article 62 of the GCPL regulates criminal sanctions for business actors who violate certain provisions in the law.<sup>20</sup> In the context of entrustment agreements, this enforcement can be applied to shopping centers or entrustment service providers that are proven to violate consumer rights or the provisions of the GCPL. For example, if it is proven that it uses prohibited standard clauses or does not provide compensation for loss or damage to the goods deposited.<sup>21</sup>

16 Soemardjono Brodjo Soedjono, "Hukum Perlindungan Konsumen Dalam Transaksi Konsumen Di Dunia Maya Tentang Tanggungjawab Produk," *Ragam Penelitian Mesin* 3, no. 2 (2014).

17 I Made Agus Dwi Mandala Putra, I Nyoman Putu Budiarta, and I Nyoman Subamia, "Penyelesaian Sengketa Konsumen Melalui Perdamaian," *Jurnal Preferensi Hukum* 3, no. 3 (December 6, 2022): 544–50, <https://doi.org/10.55637/jph.3.3.5588.544-550>.

18 Rahmi Rimanda, "Keberadaan Badan Penyelesaian Sengketa Konsumen (Bpsk) Sebagai Lembaga Quasi Yudisial Di Indonesia," *Jurnal Bina Mulia Hukum* 4, no. 1 (2019), <https://doi.org/10.23920/jbmh.v4n1.2>.

19 Roberto Ranto, "Tinjauan Yuridis Perlindungan Hukum Terhadap Konsumen Dalam Transaksi Jual Beli Melalui Media Elektronik," *Jurnal Ilmu Hukum: Alethea* 2, no. 2 (February 25, 2019): 145–64, <https://doi.org/10.24246/alethea.vol2.no2.p145-164>.

20 Sutan Pinayungan Siregar, "Kepastian Hukum Perlindungan Konsumen Sesuai Dengan Ketentuan Undang-Undang Perlindungan Konsumen," *Journal of Law, Administration, and Social Science* 4, no. 2 (March 31, 2024): 228–33, <https://doi.org/10.54957/jolas.v4i2.619>.

21 Tiara Pratiwi and Mhd. Teguh Syuhada Lubis, "Perlindungan Hukum Terhadap Kerugian Konsumen Atas Wanprestasi Pelaku Usaha Jasa Titip Beli Barang Secara Online," *Unes Law Review* 6, no. 3 (2024).

Consumer legal protection also includes aspects of consumer education and empowerment. Article 29 of GCPL mandates the government to play an active role in efforts to develop awareness of business actors regarding the importance of consumer protection. In the context of goods storage in shopping centers, this education can be done by providing an understanding to the shopping center or goods storage service provider about consumer rights and business obligations, as well as the importance of implementing adequate security standards in goods storage services. On the other hand, consumer empowerment is also important to increase consumer awareness and ability to protect their rights. This can be done through socialization and education to the public about consumer rights, ways to use safe luggage storage services, and steps that can be taken if there is a loss due to loss or damage to the deposited goods.<sup>22</sup>

Furthermore, consumer legal protection can also be realized through the standardization of goods storage services. Although there are no specific standards regulated in the laws and regulations for goods storage services in shopping centers, the government can encourage shopping center industry associations to develop best practice standards in the implementation of goods storage services. These standards can include aspects such as the minimum-security system that must be implemented, procedures for depositing and retrieving goods, as well as mechanisms for handling complaints and compensation.<sup>23</sup>

In a broader context, the legal protection of consumers related to goods storage agreements in shopping centers is also related to efforts to create a healthy and responsible business climate. Article 3 letter e of the GCPL states that one of the objectives of consumer protection is to foster awareness of business actors regarding the importance of consumer protection so that an honest and responsible attitude in business grows. In this case, consumer legal protection is not only seen as a burden for business actors, but also as an opportunity to improve service quality and build consumer confidence.<sup>24</sup>

Lastly, the legal protection of consumers related to goods storage agreements in shopping centers is not only the responsibility of the government and business actors, but also involves the active role of consumers and the community. Article 29 paragraph (1) of GCPL states that the government is responsible for fostering the implementation of consumer protection that ensures the rights of consumers and business actors are obtained and the obligations of consumers and business actors are implemented. This emphasizes the importance of a comprehensive and collaborative approach in realizing effective consumer protection.<sup>25</sup>

Thus, it can be concluded that the form of legal protection for consumers related to goods storage agreements in shopping centers covers various aspects, ranging from recognition and guarantee of consumer rights, regulation of standard clauses, business

22 Sunaryo, "Pemberdayaan Masyarakat Konsumen Melalui Peningkatan Pemahaman Terhadap Label Produk Pangan Olahan," *Jurnal Sumbangsih* 1, no. 1 (December 24, 2020): 158–66, <https://doi.org/10.23960/jsh.v1i1.24>.

23 J. Widijantoro et al., *Hukum Perlindungan Konsumen Jasa Keuangan* (Yogyakarta: Cahaya Atma Pustaka, 2019).

24 Martha Eri Safira, *Aspek Hukum Dalam Ekonomi (Bisnis)* (Ponorogo: CV. Nata Karya, 2017).

25 Bambang, "Perlindungan Hukum Terhadap Konsumen Atas Kenyamanan Keamanan Dan Keselamatan Dalam Mengkonsumsi Barang Atau Jasa."

actor responsibilities, dispute resolution mechanisms, supervision and law enforcement, to consumer education and empowerment. This legal protection aims to create a balance between the interests of consumers and business actors, as well as to realize justice in the practice of goods storage in shopping centers.

## 2.2. Efforts That Can Be Made to Realize Justice for Consumers in Custody Agreements in Shopping Centers

In order to realize justice for consumers in the agreement to store goods in shopping centers, a series of comprehensive efforts are needed and involve various related parties. The following are some of the efforts that can be made:

*First*, it is necessary to revise and strengthen regulations relating to consumer protection, especially in the context of safekeeping agreements. Law No. 8/1999 on Consumer Protection (UUPK), which is currently the main legal umbrella for consumer protection in Indonesia, needs to be reviewed to ensure that its provisions are still relevant and effective in the face of modern business dynamics, including the practice of goods storage in shopping centers.<sup>26</sup> In the revision of GCPL, it is necessary to include specific provisions governing the minimum standards of consumer protection in goods entrustment agreements. This provision should include aspects such as the obligation of the service provider to guarantee the safety of the goods deposited, clear limitations on the exemption clause, and a fair and transparent compensation mechanism. In addition, it is also necessary to consider including a provision that requires goods storage service providers to have insurance that can protect consumers from losses due to loss or damage to the goods deposited.<sup>27</sup>

*Second*, the government needs to strengthen supervision and law enforcement against practices that harm consumers in goods storage agreements. The National Consumer Protection Agency (BPKN) as stipulated in Article 31 of GCPL should be empowered to conduct more intensive supervision of standard agreements used in shopping center luggage storage services. BPKN can cooperate with the Financial Services Authority (OJK) to develop a standardized agreement that is fair and balanced between consumers and goods storage service providers.<sup>28</sup> In addition, law enforcement against violations must be carried out firmly and consistently. Administrative sanctions as stipulated in Article 60 of GCPL, such as the imposition of compensation and withdrawal of products from circulation, must be effectively applied against business actors who violate consumer rights. In serious cases, criminal sanctions as stipulated in Article 62 of GCPL must also be enforced to provide a deterrent effect.<sup>29</sup>

<sup>26</sup> Denico Doly, "Upaya Penguatan Perlindungan Konsumen Di Indonesia Terkait Dengan Klausula Baku (Strengthening Consumer Protection Efforts In Indonesia With Relevant Clause Of Standard)," *Jurnal Negara Hukum: Membangun Hukum Untuk Keadilan Dan Kesejahteraan* 3, no. 1 (2012), <https://doi.org/http://dx.doi.org/10.22212/jnh.v3i1.223>.

<sup>27</sup> Rinitami Njatrijani, "Posisi Undang-Undang Perlindungan Konsumen Nomor 8 Tahun 1999 Dalam Upaya Perlindungan Terhadap Konsumen," *Diponegoro Law Review* 1, no. 1 (2017).

<sup>28</sup> Azi Pratama Pangaribuan, *Rekonstruksi Regulasi Perlindungan Konsumen Terhadap Tanggung Jawab Developer Dalam Penyelesaian Kontrak Property Berbasis Nilai Keadilan* (Semarang: Universitas Islam Sultan Agung, 2023).

<sup>29</sup> Putri Ayu Hardayni, Muin Fahmal, and Salmawati Salmawati, "Fungsi Badan Pengawas Obat Dan Makanan Terhadap Peredaran Makanan Impor Dalam Mewujudkan Perlindungan Konsumen," *Qawanin Jurnal Ilmu Hukum* 4, no. 1 (May 3, 2023): 34–47, <https://doi.org/10.56087/qawaninjih.v4i1.448>.



*Third*, there is a need for massive and sustainable consumer education and empowerment. Article 29 of GCPL mandates the government to raise awareness of business actors about the importance of consumer protection. In this context, the government can cooperate with shopping mall associations and consumer protection organizations to organize educational programs aimed at increasing consumers' understanding of their rights in custody agreements.<sup>30</sup> This education program may include socialization on how to read and understand the clauses in the deposit agreement, knowledge of consumer rights protected by law, as well as information on available complaint and dispute resolution mechanisms. In addition, it is also necessary to provide consumers with an understanding of the importance of keeping evidence of goods deposited and reporting immediately in the event of loss or damage to goods deposited<sup>31</sup>

*Fourth*, encourage the development of dispute resolution mechanisms that are effective and affordable for consumers. The Consumer Dispute Resolution Body (BPSK) as stipulated in Article 49 of GCPL needs to be strengthened and expanded in order to handle disputes related to the storage of goods in shopping centers more effectively. BPSK must be equipped with competent human resources and adequate infrastructure to be able to resolve consumer disputes quickly, cheaply, and fairly.<sup>32</sup> In addition, it is also necessary to encourage the development of alternative dispute resolution mechanisms that are more innovative and in accordance with the characteristics of safekeeping disputes. For example, an online mediation system can be developed that allows consumers to file complaints and resolve disputes without having to come directly to the BPSK office or court.

*Fifth*, encourage the adoption of technology to improve security and transparency in luggage storage services. The government can work with shopping center businesses to develop minimum technology standards that should be implemented in luggage storage services. This could include the use of biometric-based identification systems to ensure that only the rightful owner can retrieve the deposited goods, as well as the use of blockchain technology to record and track deposited goods in a transparent and non-manipulable manner. The use of this technology must be balanced with strong consumer personal data protection, as stipulated in Law No. 27 of 2022 on Personal Data Protection. Custody service providers must ensure that consumers' personal data collected in the process is properly protected and not misused.<sup>33</sup>

*Sixth*, encourage the development of industry standards oriented towards consumer protection. Shopping center associations can be encouraged to develop codes of conduct or standards of best practice in the provision of luggage storage services. These standards should cover aspects such as security of the storage facility, procedures for handling

30 Doly, "Upaya Penguatan Perlindungan Konsumen Di Indonesia Terkait Dengan Klausula Baku (Strengthening Consumer Protection Efforts In Indonesia With Relevant Clause Of Standard)."

31 J. Widiantoro et al., *Hukum Perlindungan Konsumen Jasa Keuangan Di Era Otoritas Jasa Keuangan* (Yogyakarta: Cahaya Atma Pustaka, 2023).

32 Hulman Panjaitan, *Hukum Perlindungan Konsumen* (Jakarta: Jala Permata Aksara, 2021).

33 T. Rahmat Kautsar, *Kajian Literatur Terstruktur Terhadap Kebocoran Data Pribadi Dan Regulasi Perlindungan Data Pribadi* (Banda Aceh: UIN Ar-Raniry, 2023).

stored goods, staff training, and handling of consumer complaints.<sup>34</sup> The government can provide incentives for shopping centers that implement high industry standards in their luggage storage services. For example, by providing special certification or awards for shopping malls that successfully implement best practices in consumer protection.

*Seventh*, improve transparency and accountability in the management of luggage storage services. Shopping malls should be required to provide clear and easily accessible information on the terms and conditions of their luggage storage services, including limitations of liability and redress claim procedures. This information should be provided in simple language that is easily understood by ordinary consumers.<sup>35</sup> In addition, shopping centers should also be required to periodically report to the relevant authorities on the number of cases of lost or damaged goods that occur, as well as how these cases are resolved. These reports should be accessible to the public to increase accountability and encourage continuous service improvement.

*Eighth*, encourage the development of insurance products that protect consumers in the context of goods storage. The government can work with the insurance industry to develop insurance products that specifically protect consumers from the risk of loss or damage to goods deposited in shopping centers. These insurance products should be designed to be affordable for consumers and easy to claim. Shopping malls can be encouraged to partner with insurance companies to offer this additional protection to consumers who use their drop-off services. This will provide an additional sense of security for consumers and at the same time can be an added value to the services offered by the shopping mall.<sup>36</sup>

*Ninth*, conduct regular regulatory evaluations and updates. Given the rapid changes in the business and technology landscape, the government needs to regularly evaluate and update regulations related to consumer protection. This can be done through the establishment of a special team consisting of government representatives, academics, legal practitioners, and consumer representatives tasked with reviewing the effectiveness of existing regulations and recommending necessary changes.<sup>37</sup>

*Tenth*, strengthening the role of non-governmental consumer protection organizations. Non-governmental consumer protection organizations (LPKSM) as stipulated in Article 44 of GCPL have an important role in representing consumer interests. The government needs to provide greater support to LPKSM, both in the form of funding and capacity building, so that they can be more effective in advocating for consumer protection in the context of goods storage in shopping centers.<sup>38</sup> LPKSM can be empowered to conduct independent monitoring of shopping center storage practices, provide legal assistance to

34 Erni Ernawati, *Model Pengembangan Inovasi Berbasis Jaringan Rantai Pasok Dan Kapabilitas Organisasi Pembelajaran (Studi Kasus Industri Pangan Olahan)* (Bogor: Institut Pertanian Bogor, 2021).

35 Widijantoro et al., *Hukum Perlindungan Konsumen Jasa Keuangan Di Era Otoritas Jasa Keuangan*.

36 Widijantoro et al.

37 Irsan Rahman et al., "Hukum Perlindungan Konsumen Di Era E-Commerce: Menavigasi Tantangan Perlindungan Konsumen Dalam Lingkungan Perdagangan Digital," *Jurnal Hukum Dan HAM Wara Sains* 2, no. 08 (August 31, 2023): 704–12, <https://doi.org/10.58812/jhhws.v2i08.605>.

38 Acep Fahmi Abdullah Salam, "Peran Lpksm Al-Jabbar Dalam Penyelesaian Sengketa Jaminan Fidusia Di Kabupaten Sumedang," *Adliya: Jurnal Hukum Dan Kemanusiaan* 12, no. 2 (April 12, 2019): 107–22, <https://doi.org/10.15575/adliya.v12i2.4493>.

consumers who suffer losses, and become government partners in formulating consumer protection-oriented policies.<sup>39</sup>

*Eleventh*, encourage the development of a consumer rating and review system. The government can work with digital platforms to develop a rating and review system that allows consumers to provide feedback on their experiences using luggage storage services in various shopping centers. This system will provide valuable information for other consumers and also encourage shopping centers to continuously improve the quality of their services.<sup>40</sup>

By implementing a series of these efforts in a consistent and sustainable manner, it is hoped that better legal protection for consumers in the context of goods storage agreements in shopping centers can be realized. This in turn will contribute to the realization of justice for consumers, increase consumer confidence in the services provided by shopping centers, and encourage the creation of a healthier and more sustainable business ecosystem.

### 3. CONCLUSION

The form of legal protection for consumers related to goods entrustment agreements in shopping centers includes several important aspects based on Law Number 8 of 1999 concerning Consumer Protection (UUPK) and the Civil Code (KUHPerdata). This protection includes the recognition and guarantee of consumer rights such as the right to security and clear information, the obligation of the shopping center to ensure the security of entrusted goods, the prohibition of the use of standard clauses that harm consumers, the responsibility of business actors to provide compensation for loss or damage to goods, the application of the reverse proof principle in dispute cases, the availability of dispute resolution mechanisms both through the courts and the Consumer Dispute Resolution Agency (BPSK), and the supervision and enforcement by the government including the imposition of administrative and criminal sanctions for business actors who violate the provisions of the law.

In order to realize justice for consumers in shopping mall custody agreements, a comprehensive set of efforts is needed, including: revision and strengthening of consumer protection regulations, improvement of supervision and law enforcement, consumer education and empowerment, development of effective dispute resolution mechanisms, adoption of technology to improve security and transparency, development of industry standards oriented towards consumer protection, improvement of transparency and accountability of service management, development of special insurance products, periodic evaluation and updating of regulations, strengthening the role of non-governmental consumer protection institutions, development of consumer rating and review systems, and improved coordination between relevant government agencies.

<sup>39</sup> Irham Marangga and Sri Walny Rahayu, "Analisis Advokasi Hukum Lembaga Perlindungan Konsumen Swadaya Masyarakat Terhadap Peredaran Produk Makanan Usaha Mikro Tanpa Informasi Label Di Banda Aceh," *Jurnal Ilmiah Mahasiswa Bidang Hukum Keperdataan* 7, no. 4 (2023).

<sup>40</sup> Amelia Fletcher, Peter L Ormosi, and Rahul Savani, "Recommender Systems and Supplier Competition on Platforms," *Journal of Competition Law & Economics* 19, no. 3 (October 28, 2023): 397–426, <https://doi.org/10.1093/joclec/nhad009>.

These efforts cover regulatory, supervisory, educational, technological, and institutional aspects that aim to create a balance between the interests of consumers and businesses, and ensure the protection of consumer rights in the context of goods storage in shopping centers.

To improve consumer protection and achieve justice in the context of shopping mall luggage storage, a comprehensive approach involving various stakeholders is needed. The government needs to revise and strengthen regulations, improve supervision and law enforcement, and develop effective dispute resolution mechanisms. Shopping centers should adopt technology to improve security and transparency, develop consumer protection-oriented industry standards, and improve accountability of service management. Meanwhile, consumer education and empowerment should be enhanced, including the development of a consumer rating and review system. Coordination among relevant government agencies and the role of nongovernmental organizations also need to be strengthened. By implementing these suggestions holistically, it is hoped that a balance can be created between the interests of consumers and businesses, and ensure the protection of consumer rights in the context of luggage storage in shopping centers.

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