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Legal Protection of Consumers against Misleading Advertising: Classification of Violations, Business Liability, and Consumer Dispute Resolution

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A R T I C L E I N F O

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A B S T R A C T

Misleading advertising presents legal challenges because inaccurate, incomplete, or exaggerated product information may influence consumer decisions and result in financial or other losses. This study examines the legal classification of misleading advertising, the liability of business actors, and the available mechanisms for consumer protection and dispute resolution in Indonesia. The research employs a normative legal method using statutory and conceptual approaches to analyze consumer protection provisions, civil liability, advertising ethics, and relevant dispute resolution procedures. The findings indicate that misleading advertising may take the form of inaccurate price representations, unsupported product claims, incomplete risk disclosures, misleading guarantees, and the misuse of scientific terminology. Legal consequences depend on the nature of the violation and the applicable provisions, including administrative sanctions, civil remedies, criminal penalties, and additional measures. Consumer protection also comprises preventive mechanisms through information disclosure, business supervision, and consumer education, as well as remedial mechanisms through negotiated settlements, the Consumer Dispute Settlement Agency, and judicial proceedings. The effectiveness of legal protection therefore requires clear allocation of responsibility, reliable evidence of advertising claims, and accessible dispute resolution. Consistent enforcement is necessary to safeguard consumers' rights without disregarding procedural fairness and the legitimate interests of business actors.

INTRODUCTION

Advertising is an important part of trade activity because business actors use it to introduce goods and services to the public. Information regarding price, function, quality, composition, and product advantages can help consumers make choices before entering into a transaction. The development of communication media has also expanded the reach of advertising, so that commercial information can be received by consumers within a relatively short time. However, the capacity of advertising to influence purchasing decisions creates responsibility for the parties who produce and disseminate it. When information is inaccurate, incomplete, or exaggerated, consumers may make decisions based on a picture that does not correspond to the actual condition of the goods or services. This issue shows that advertising is related not only to marketing strategy, but also to the protection of consumer rights and legal certainty in trade relations (Cristina, 2023).

The relationship between business actors and consumers requires reliable information so that transactions take place fairly. Consumers generally obtain information about products from labels, promotions, advertisements, and explanations from sellers. This information holds an important position because not all characteristics of goods or services can be inspected directly before a purchase is made. Explanations from sellers also influence consumer decisions when transacting (Darmawan, 2022). Conversely, non-compliance by business actors with labeling provisions can be categorized as a violation of consumers' right to information, which is regulated in consumer protection legislation (Nugraha et al., 2024). Pranda (2022) discusses misleading advertising under consumer protection

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provisions in Indonesia, while Perwira and Winanti (2021) focus on consumer protection in the face of advertising information that does not correspond to reality. Both studies show that the accuracy of information is an important element in the legal relationship between business actors and consumers. Unclear information can cause problems when the product received does not have the characteristics as promoted or when consumers are not given an explanation of its usage limitations. The conformity between the service delivered and what was promised influences consumer satisfaction and repurchase (Fared et al., 2021).

Law Number 8 of 1999 on Consumer Protection is the main foundation for regulating the relationship between consumer rights and obligations and the liability of business actors. The enactment of the Consumer Protection Law provides a clearer legal basis for regulating the relationship between business actors and consumers, particularly regarding the obligation to provide compensation, the fulfillment of product quality standards, and the provision of after-sales service guarantees as part of efforts to protect consumer rights (Kurniawan et al., 2024). These provisions are relevant to advertising activity because the information conveyed can influence consumer decisions and give rise to legal consequences. These provisions become meaningful only if business actors comply with them and consumers receive real protection when they suffer losses (Fitrotinisak et al., 2023; Sumito et al., 2024). Deliani and Elisa (2024) examine the legal protection of consumers in relation to misleading advertising under Law Number 8 of 1999. Ikhsani and Amir (2022) discuss the liability of business actors for misleading advertising from a consumer protection perspective. Both discussions show the importance of placing advertising as part of the legal relationship in trade, rather than merely promotional communication detached from the obligation to provide truthful information. Responsibility for advertising must be analyzed based on the form of the act and the consequences it causes to consumers.

Misleading information can appear through various forms of commercial message delivery. An advertisement may give an inaccurate picture of discounts, product benefits, guarantees, composition, or usage risks. In other situations, misleading may occur through the use of words that give an impression of absolute superiority without adequate supporting information. In an effort to maximize profit, business actors sometimes engage in business practices that deviate from legal provisions and potentially violate consumer rights (Prasetyo et al., 2023). Such practices also harm competitors who operate honestly (Wibowo et al., 2023). Suci et al. (2024) discuss business ethics in marketing strategies that use false advertising and excessive product claims. That study shows that the use of commercial communication strategies is related to the obligation to maintain the honesty of information. Consumer attitudes toward advertisements also influence purchase intention, so the accuracy of advertising content needs to be maintained (Darmawan et al., 2019). However, not every persuasive promotional expression can immediately be declared unlawful. Determining misleading advertising requires examination of the content of the statement, the nature of the product, supporting evidence, and the possibility that the information creates a mistaken understanding for consumers.

Advertising activity also has an ethical dimension related to professional responsibility in conveying information to the public. Legal provisions provide prohibitions and consequences for certain acts, while ethical principles help determine the standards of commercial communication that should be observed. Widyaningsih et al. (2024) examine the role of advertising ethics in preventing misleading information. Adriana et al. (2024) discuss violations of the Indonesian Advertising Code of Ethics (Etika Pariwara Indonesia) in alternative medicine advertisements on outdoor media. Both studies show that ethical standards are related to the accuracy of claims and the manner in which promotions are delivered. Nevertheless, violations of ethical standards do not always have legal consequences identical to violations of statutes. This distinction is necessary so that administrative, civil, criminal, and ethical liability can be assessed according to their respective bases and procedures.

The development of digital communication expands the channels for disseminating advertising and increases the need for supervision of commercial information. Social media allows business actors to deliver promotions directly to the public, while users can share that information with others. Rapid dissemination can widen the reach of a claim before its accuracy is examined. Email and other digital channels add to the variety of commercial message delivery that needs to be supervised (Sinambela & Darmawan, 2021). Misleading information that has already spread is also difficult to control (Sinambela, 2022). Siagian and Faisal (2023) discuss law enforcement against crimes in advertising through social media. That study is relevant for understanding that the development of promotional

channels requires the consistent application of consumer protection principles. However, the medium of delivery is not the only element in determining whether a violation exists. Legal assessment must still be based on the content of the advertisement, the nature of the conduct, and the provisions governing the relationship between business actors and consumers.

Law enforcement against misleading advertising requires a clear division of liability among the parties involved in the advertising process. Business actors who offer products have an interest in obtaining buyers, while advertising providers may be involved in the production, alteration, or dissemination of advertising materials. In certain situations, this difference in roles can affect the determination of the party who is liable when there is inaccurate information. The form of a business entity can also affect the clarity of which party can be held liable (Fathoni et al., 2024). Yuliska (2024) discusses the enforcement of consumer protection law against misleading advertising practices. That discussion shows the relevance of supervision and liability as part of protecting the public. However, determining fault cannot be based solely on a person's involvement in the broadcasting of an advertisement. The relationship between the act, the legal obligation, and the loss caused needs to be assessed carefully.

The need for accurate information becomes even more important when advertising relates to goods that carry claims of health or safety benefits. The Consumer Protection Law affirms that consumer protection aims to enhance the dignity of consumers through strengthening awareness, knowledge, concern, ability, and independence in understanding and defending their rights, including the right to obtain truthful information and to be free from misleading advertising practices (Indaryanti et al., 2023). Some business actors convey product information that does not correspond to the actual condition, including the use of images that do not represent the goods received by consumers, which potentially causes misunderstanding and misleads consumers in making consumer decisions (Ali et al., 2024). Consumers may use commercial information as a basis for assessing the function of a product and considering possible risks. Attractive but inaccurate information can push consumers to buy without careful consideration (Darmawan & Gatheru, 2021). Permawati and Satriani (2024) examine business actors' perceptions of the fulfillment of non-misleading advertising aspects for traditional medicine and health supplement products. That study shows that the conformity of claims with substantiated information is an important issue in the conduct of advertising. However, the existence of a particular benefit claim cannot immediately be declared misleading without examining the supporting evidence and the context of its delivery. An objective assessment is needed so that consumer protection does not depend on assumptions about a brand or product without adequate support.

Consumer protection against misleading advertising is not limited to imposing sanctions after a loss occurs. Provisions on the right to information, guidance, and supervision function to prevent consumers from making decisions based on inaccurate information. Meanwhile, when a violation causes a loss, consumers need a mechanism to seek remedies through dispute resolution or legal liability. The existence of the Consumer Dispute Settlement Agency, consumer protection institutions, and the courts shows that several channels can be used according to their respective requirements. However, differences in procedures and in the consequences of decisions need to be understood so that consumers choose the mechanism appropriate to the nature of the dispute. Effective protection requires a connection among prevention, liability, and access to enforceable dispute resolution. Clear remedial channels and the consistent application of the law in handling consumer complaints determine the effectiveness of that protection (Faridi et al., 2023; Supriyanto et al., 2023).

Studies on misleading advertising have discussed advertising prohibitions, the liability of business actors, the role of ethics, and law enforcement. Nevertheless, the relationship among the classification of forms of misleading information, legal consequences based on the type of violation, and protection and dispute resolution mechanisms requires an integrated discussion. This distinction is important because not all information errors have the same legal consequences and not all disputes must be resolved through identical mechanisms. Normative legal research can provide an explanation of the relationship between consumer protection law provisions and advertising ethics standards, as well as procedures for remedying rights. A systematic analysis is needed so that misleading advertising is not assessed solely on the basis of promotional impact considered excessive, but through an examination of norms, liability, and the rights of the parties.

Based on these issues, this study proposes three research questions: how misleading advertising should be legally classified and what forms it takes under consumer protection law and advertising

ethics; how business actors are held liable for disseminating misleading advertising; and what mechanisms of legal protection and dispute resolution are available to consumers who suffer losses from misleading advertising. The study aims to analyze the nature of conduct that constitutes misleading information, to explain the basis and types of business liability, and to describe the preventive and remedial protection that consumers can use. The discussion is expected to provide a legal construction that strengthens the certainty of commercial information, advertising responsibility, and access to fair dispute resolution.

RESEARCH METHOD

This study employs a normative legal method with a statutory approach and a conceptual approach. The statutory approach is used to analyze the prohibition of misleading advertising, business liability, sanctions, and consumer dispute resolution mechanisms under the relevant regulations. The conceptual approach is directed at the notion of misleading information, advertising honesty, legal liability, preventive and remedial protection, and legal certainty in trade relations. The primary legal materials include Law Number 8 of 1999 on Consumer Protection, the Civil Code, Law Number 32 of 2002 on Broadcasting, Law Number 30 of 1999 on Arbitration and Alternative Dispute Resolution, Government Regulation Number 58 of 2001 on the Guidance and Supervision of the Implementation of Consumer Protection, Decree of the Minister of Industry and Trade Number 350/MPP/Kep/12/2001, and Supreme Court Regulation Number 1 of 2002 on Class Action Procedure. The Indonesian Advertising Code of Ethics (Etika Pariwara Indonesia), 2020 Amendment, is used as the ethical guideline for advertising, and its status is distinguished from that of statutory regulations.

The secondary legal materials include scientific articles related to misleading advertising, consumer protection, business ethics, business liability, and dispute resolution. The materials were collected through library research by grouping legal provisions and concepts according to the three research questions. The analysis was conducted qualitatively using systematic interpretation and deductive reasoning to explain the relationship between forms of misleading information, legal liability, and options for consumer protection. Advertising categories were examined based on the content of the information and the possibility of violating the relevant provisions. This study does not use surveys, interviews, or laboratory testing of specific products, and therefore is not intended to prove that a particular brand or advertisement has factually misled consumers. The conclusions are directed at a normative construction of legal protection and legal liability.

RESULT AND DISCUSSION

Legal Qualification and Forms of Advertising That Mislead Consumers under Consumer Protection Law and Advertising Ethics

Advertising serves the function of conveying information while also building consumer interest in goods and services. In trade activity, business actors use advertising to explain product characteristics, introduce benefits, and distinguish their goods or services from other products. This function makes the accuracy of information an important element because consumers may make transaction decisions based on the information they receive. When information does not correspond to the actual condition, commercial communication can create a mistaken understanding and affect consumers' freedom to make choices. Advertising activity must be understood as part of the legal relationship between business actors and consumers, which gives rise to an obligation to provide information that is truthful, clear, and accountable (Rimanda et al., 2023).

The Consumer Protection Law requires business actors to convey product information clearly and honestly, but the information stated in online advertisements and product descriptions is often limited and promotion-oriented, which may create mistaken perceptions and mislead consumers (Sulaiman et al., 2024). Business leaders who understand digital technology need to ensure that online promotional messages are prepared accurately (Mardikaningsih & Darmawan, 2023). Misleading information in advertising may occur when the facts conveyed do not correspond to the condition of the product, important information is not stated, or superiority claims are made without adequate support. This issue does not always involve statements that directly state false facts. Conveying information that is partly true but omits important circumstances can also create a mistaken impression for consumers. Likewise, the use of exaggerated terms can change how the public understands the benefits or safety of a product. However, determining whether there is misleading conduct requires examining the overall message and the nature of the goods or services offered. Not every persuasive promotional sentence automatically meets the elements of a legal violation.

One form of misleading conduct is providing inaccurate information on price and discounts.

Consumers may be drawn to buy goods because an advertisement gives the impression that the product is offered at a special price or a certain discount. A problem arises when the information does not reflect the actual sales conditions, including when the main requirements for obtaining the discount are not adequately explained. Article 9 paragraph (1) of Law Number 8 of 1999 on Consumer Protection prohibits offering, promoting, or advertising goods and services improperly so as to create an impression of certain characteristics or advantages that do not correspond to reality. This provision provides a basis for assessing promotional information according to its conformity with the condition of the product and the transaction (Sari & Satino, 2024). Consumer perceptions of price influence consumer decisions, so price information must be accurate (Essardi et al., 2022).

Discount information must give an understandable picture of the economic benefit that consumers actually obtain. When business actors state that a discount is available, consumers need to know the conditions that determine its application. Unclear information on the promotional period, eligible products, or certain restrictions can cause misunderstanding. Such misunderstanding can reduce consumer trust in the brand (Darmawan, 2018). However, not all offers with additional requirements can be categorized as misleading. The assessment depends on whether those requirements are adequately conveyed and whether the overall information creates a mistaken picture. The honesty of price information must be assessed based on the substance of the offer, not merely the use of promotional terms.

Another form of misleading conduct is the use of words that give an impression of safety or superiority without supporting information. In advertising activity, terms such as safe, harmless, or free of side effects can influence consumer perceptions of the risks of using a product. Article 9(1)(j) of the Consumer Protection Law, in the provisions examined, addresses the use of exaggerated words without complete information. This provision is important because a product may carry certain risks that need to be known before a transaction is made. Business ethics and responsibility require business actors to be honest in conveying the level of product safety (Darmawan, 2022a). However, statements about the safety of goods must be assessed by considering the type of product, the supporting evidence, and the accompanying information. The use of general terms cannot be judged solely on consumers' feelings without examining the overall context of the advertisement (Larasati, 2024).

The use of absolute claims can cause problems when business actors state that a product always delivers certain results or cannot possibly cause harm. Such claims need a substantiated basis because conditions of use and consumer characteristics may differ. Unproven claims can also damage the company's image (Darmawan, 2019). For goods related to health or safety, information on limitations and risks is more important. However, the existence of risks does not mean that every advertisement must state every possibility that is irrelevant to the use of the product. The information obligation needs to be directed at circumstances that are important for consumers to reasonably understand the nature of the goods or services.

Misleading conduct can also occur through promises that are not yet certain. Business actors may use statements about certain benefits, results, or facilities to encourage consumers to enter into transactions. Article 9(1)(k) of the Consumer Protection Law, in the discussion of advertising, prohibits matters related to uncertain promises. A problem arises when the promise is conveyed as if its fulfillment were already assured, while it still depends on circumstances that are not explained. However, statements about plans or possible benefits do not always have the same standing as guaranteed results. The assessment needs to distinguish forward-looking information that is given openly from claims that conceal uncertainty and create a mistaken impression.

The accuracy of information also relates to the composition, materials, quality, quantity, and function of goods. Consumers may choose a product because they believe that the goods have certain content or benefits. When information on composition turns out not to correspond to reality, consumer decisions may be influenced by mistaken facts. Article 17(1) of the Consumer Protection Law provides a basis for prohibiting advertisements that deceive consumers regarding quality, quantity, materials, function, price, and the timeliness of receiving goods or services. This prohibition shows that advertising must maintain a connection between claims and the actual condition of the product. The promised quality needs to be measurable so that its conformity with reality can be assessed (Essa & Mardikaningsih, 2022). However, a discrepancy needs to be proven through relevant information or examination before a product is declared to violate the law.

Advertisements that do not provide complete information on the risks of using a product are also relevant to consumer protection. In certain situations, consumers need knowledge of the correct way to use

the product, the possible consequences of use contrary to instructions, and circumstances that may affect safety. Article 17(1)(d) of the Consumer Protection Law provides a basis for prohibiting the production of advertisements that do not contain information on the risks of using goods or services. This provision places the disclosure of risk information as part of advertising obligations. However, its application needs to consider the nature of the product so that the information conveyed remains relevant, clear, and understandable to consumers.

Information on guarantees and warranties is a form of statement that can influence consumer decisions. A warranty can give confidence about product quality or the possibility of obtaining repairs if a problem occurs. However, guarantees that are conveyed without a basis or that do not reflect the actual terms potentially mislead consumers. Article 17(1) of the Consumer Protection Law addresses advertising that deceives consumers about guarantees or warranties for goods and services. The Indonesian Advertising Code of Ethics (Etika Pariwara Indonesia), 2020 Amendment, also affirms the need for a substantiated basis for guarantees. Warranty claims must reflect the content and limits of the guarantee actually given, and must not be used merely as an expression to attract buyers (Syaparuddin, 2022).

In the conduct of promotions, warranties and guarantees need to be distinguished from marketing promises that have no clear terms. Consumers must be able to understand the object that is guaranteed, the conditions of use, and the responsibility that will be carried out if the goods do not conform. Unclear terms can cause disputes after a transaction when business actors and consumers interpret the scope of the warranty differently. However, the emergence of a dispute over the implementation of a guarantee does not always prove that the initial advertisement was misleading. The examination needs to consider the content of the advertisement, the transaction documents, and the obligations that have been agreed. This distinction is necessary so that liability is based on the appropriate act.

The use of scientific data and statistics in advertising also creates a need to supervise the accuracy of information. Scientific terms can give the impression that a product's advantages are supported by certain research or testing results. Consumers who lack access to technical information may rely on such statements as a basis for trust. The Indonesian Advertising Code of Ethics (Etika Pariwara Indonesia), 2020 Amendment, in its provisions on the use of scientific and statistical terms, affirms that such information must not be misused to mislead audiences. The data provided must be related to the product claim and be explainable when necessary. The use of technical terms cannot replace the obligation to ensure the accuracy of the substance of the information conveyed.

Claims about product effectiveness also need to be distinguished from the results experienced by individual consumers. A certain product may have different benefits depending on the characteristics and conditions of its use. It is incorrect to conclude that an advertisement is misleading merely because one consumer did not obtain the expected result, without examining the claim that was promised. Conversely, individual experience is also not sufficient to prove that a product always gives the same results to all users. Experiences shared convincingly on social media can also make certain results appear to apply to all users (Mardikaningsih & Essa, 2025). Legal assessment requires a clear connection among the content of the advertisement, the basis of the claim, and the condition of the product. This approach is important to avoid determining a violation based on perceptions or experiences that have not been adequately examined.

Violations of advertising information can also occur when an advertisement gives an incomplete picture of goods or services. Information that is not conveyed may influence consumers' assessment of price, quality, or transaction risk. However, not every piece of information missing from an advertisement is information that must be included. Determining whether an advertisement is misleading must consider the relevance of the omitted information and its possible effect on consumer understanding. A balance is needed so that business actors are not burdened with the obligation to convey every product detail in one short message, but are still required to provide important information that determines consumer decisions.

The Indonesian Advertising Code of Ethics (Etika Pariwara Indonesia), 2020 Amendment, provides standards for presenting advertisements that are easy to understand and not misleading. The provisions in Chapter III on advertising etiquette emphasize the use of language that consumers can understand and the responsible delivery of claims. The guidelines also address the use of superlative words such as "the most," "number one," and similar forms when they are not accompanied by substantiated evidence. This ethical standard is relevant because an advantage stated in absolute terms can influence consumer perceptions of a product's position compared with other products. Promotions aimed at increasing brand awareness must still follow standards of honesty

(Cahyati & Mardikaningsih, 2021). However, the existence of ethical guidelines needs to be distinguished from the basis for legal sanctions determined by statutory regulations.

Advertising activity also relates to competition among business actors. Misleading information can affect not only consumer decisions but also perceptions of products marketed by other parties. The Indonesian Advertising Code of Ethics (Etika Pariwara Indonesia) places honesty, responsibility, and fair competition as part of the principles of conducting advertising. Advertisements should provide information on the nature of the promoted goods or services without using baseless statements to belittle other products. Competitive advantage should be built on real quality, not on exaggerated claims (Darmawan & Grenier, 2021). However, comparisons between products do not always violate ethics or the law when they are made based on accurate and substantiated information. The assessment must consider the manner of delivery and the basis of the claims used.

The provisions on advertising in Law Number 32 of 2002 on Broadcasting are also relevant when commercial messages are delivered through broadcast media. Article 46 paragraph (3) places limits on the content of commercial advertising broadcasts related to religious values, decency, respect for others, and child protection. These limits show that advertising activity cannot be separated from responsibility for the content of communication received by the public. Rules on the content of commercial messages need to be applied consistently so that consumers are protected (Bashori et al., 2024). However, the prohibitions in the broadcasting provisions have a regulatory object that needs to be distinguished from the prohibitions on misleading product information in the Consumer Protection Law. The relationship between the two regulations must be read according to the nature of the conduct, and should not be regarded as providing entirely identical elements of a violation.

The classification of misleading advertising requires examination of the content of the message, the condition of the product, and the basis of the information used by business actors. It is not sufficient to assess an advertisement by stating that it attracts excessive attention or uses persuasive promotional language. The key element lies in whether there are false statements, materially omitted information, or claims without an adequate basis that can create a mistaken understanding. The provisions in Article 9 and Article 17 of the Consumer Protection Law and the principles of the Indonesian Advertising Code of Ethics (Etika Pariwara Indonesia) provide a framework for distinguishing legitimate promotion from commercial communication that potentially harms consumers.

The legal construction of misleading advertising shows that consumer protection is concerned with the accuracy of information before a transaction takes place. Forms of misleading information may include information on price, discounts, materials, quality, function, guarantees, risks, and scientific claims that cannot be substantiated. However, each form requires examination under the relevant provisions and the character of the communication used. Recognizing the need for truthful information does not mean that business actors are prohibited from using marketing strategies, but rather that those strategies must not turn the condition of a product into a mistaken picture. With such an approach, consumer protection law and advertising ethics can support transparent trade activity and provide a basis for determining liability when a violation occurs.

Legal Liability of Business Actors for Disseminating Misleading Advertising

Legal liability in advertising activity relates to the obligation of the parties involved to ensure that commercial information does not violate the applicable provisions. Advertising is a means of promotion that can influence transaction decisions, so the acts carried out in its production and dissemination may cause losses. However, liability cannot be determined solely on the fact that an advertisement has been published or that a consumer has expressed dissatisfaction. The assessment must consider the form of the act, the party who bears the obligation, the provision violated, and the relevant consequences. This distinction is necessary because the liability of business actors for products and the liability of parties who produce advertising materials may have different bases and scope (Santoso et al., 2023).

Article 20 of Law Number 8 of 1999 on Consumer Protection provides a basis for holding that advertising business actors are liable for the advertisements they produce and all the consequences arising from them. This provision shows that the activity of producing advertisements is related to the obligation to ensure the accuracy of the information conveyed to the public. However, its application needs to consider the role of each party in making advertising materials. Business actors who provide data on the product, advertising providers who prepare the materials, and media that broadcast the advertisements may have different degrees of involvement. Digital platforms that display

advertisements also need to be assessed in terms of their role and liability (Jauhari et al., 2024). Determining who is liable for an information error must be based on acts and legal relationships that can be proven.

Business actors who offer goods or services have a responsibility to provide information that corresponds to the condition of the product. Information on price, benefits, quality, composition, and guarantees must not be stated incorrectly so as to influence consumer decisions (Wisnumurti et al., 2020). Consumers choose products based on the values they hold, so inaccurate information can steer their choices in the wrong direction (Mardikaningsih et al., 2022). The Consumer Protection Law gives consumers the right to claim the return of goods or compensation when the product received does not conform to what was agreed (Anugroh et al., 2023). This right can be exercised only if consumers are aware of it and understand it (Hardyansah et al., 2022). Article 10 of the Consumer Protection Law prohibits offers, promotions, or statements that are untrue or misleading regarding certain aspects of goods and services. This provision shows that the honesty of information is part of the obligations of business actors before a transaction takes place. However, not every communication error has the same legal consequences. The classification of violations depends on the formulation of the relevant norm and the circumstances that are proven.

Articles 12 and 13 of the Consumer Protection Law are also relevant in discussing promotions that use special offers, discounts, or gifts. These provisions relate to the obligation of business actors to fulfill promotional requirements and not to offer benefits that cannot be delivered as stated to consumers. Special price offers can be a legitimate part of marketing strategies as long as they are conveyed truthfully. Responsible marketing requires promotional promises that can actually be fulfilled (Arifin & Darmawan, 2021). A legal problem arises when consumers are given the impression that they will obtain a certain advantage, but the business actor has no basis or ability to carry out the offer in accordance with the provisions. The examination needs to be directed at the nature of the promotional promise and the circumstances of its implementation so that liability is not determined solely from consumer dissatisfaction.

Liability in the production of advertisements is regulated more specifically through Article 17 of the Consumer Protection Law. The prohibitions regulated include deceiving consumers about the nature of goods or services, providing inaccurate information, misleading about guarantees, and failing to state risk information as required. These provisions show that parties who produce advertising materials need to ensure conformity between the commercial message and the characteristics of the product. Producers are also liable for ensuring that their product information matches consumer needs (Alfiyah et al., 2023). However, the determination of the form of liability must still be made based on the relevant subparagraph and paragraph. The legal framework for consumer protection against misleading information is strengthened through the regulation of civil and administrative liability for business actors who commit violations in conveying product information or in advertising activity (Sahidu et al., 2023). Differences in the types of prohibitions have consequences for determining sanctions as regulated in more detail in the law.

In the process of disseminating advertisements, the information received by the public may differ from the material originally prepared. Changes may relate to editing, reduction of information, or the use of the material in a particular form of media. The way advertisements are displayed online also affects the information that reaches consumers (Arifin et al., 2021). When such changes cause the message to become inaccurate, it is necessary to examine who made the changes and how they affect the information received by consumers. Determining liability is not sufficient if it assumes that all parties involved always bear an identical degree of fault (García-Nieto et al., 2021). The relationship among the preparation of materials, approval of the content, and the act of dissemination is important for explaining which party must be held liable for a particular act.

Administrative consequences for violations of consumer protection are regulated in Article 60 of the Consumer Protection Law. That provision gives the Consumer Dispute Settlement Agency (BPSK) the authority to impose administrative sanctions in the form of determining compensation of up to Rp200,000,000 within the scope of the violations specified. This limit needs to be read based on the provisions that regulate authority and the types of violations. It is incorrect to conclude that every misleading advertisement can automatically be subject to administrative sanctions in the same maximum amount. Determining administrative liability requires examination of the basis of the violation and the authority of the institution handling the case.

The imposition of administrative sanctions functions to ensure that business actors fulfill the obligations determined by law. However, its existence

must be distinguished from the obligation to pay compensation that may arise from a civil relationship. Administrative sanctions are imposed through authority determined by regulations, while civil claims relate to remedies for rights and for losses that can be attributed to the business actor. The two mechanisms have different characteristics and requirements (Sanusi, 2022). The use of the term sanctions must not equate all forms of payment that may be required of business actors. Clarity of classification is needed so that consumers understand the basis and purpose of the claims they submit.

Civil liability for misleading advertising information may relate to the validity of the agreement underlying a transaction. Article 1328 of the Civil Code regulates fraud as a ground for annulment of an agreement when the circumstances specified in that provision are fulfilled. In a sale and purchase relationship, information that is deliberately made inaccurate can influence a consumer's decision to agree to a transaction. However, annulment on the ground of fraud cannot be made merely because a product does not meet the buyer's subjective expectations. The existence of deceptive tricks and their effect on the agreement must be provable. Article 1328 of the Civil Code provides a certain basis for assessment that requires examination of the acts and the causal relationship in the formation of the agreement.

The distinction between advertising information and the transaction agreement is important in assessing the possibility of annulment. Consumers can obtain information from various sources before buying a product, including advertisements, explanations from sellers, and documents provided at the time of the transaction. Reviews from other consumers and the influence of influencers on social media can also shape consumer beliefs (Hariani & Mardikaningsih, 2022; Negara et al., 2021). When annulment is based on fraud, it needs to be shown how the act influenced the consumer's decision to enter into the agreement. A product's nonconformity with one promotional statement is not always sufficient to satisfy all the elements of fraud in civil law. The examination must assess whether the information conveyed was a relevant factor in the agreement and whether the requirements for annulment as regulated by law have been fulfilled.

In addition to annulment of an agreement, losses resulting from misleading advertising may be related to liability for unlawful acts. Article 1365 of the Civil Code provides a basis for the obligation to compensate for losses caused by unlawful acts that fulfill the specified elements. In advertising cases, using that basis requires an assessment of the act that is contrary to the law, the existence of relevant fault, loss, and a causal relationship. Not every consumer disappointment can immediately be treated as a loss that must be compensated under Article 1365. However, if the elements of liability can be proven, the civil mechanism provides an opportunity for the injured party to file a claim according to procedure.

The obligations of the seller in a sale and purchase relationship are also relevant to consumer protection. Article 1474 of the Civil Code regulates the seller's main obligations to deliver the goods and to bear the warranty obligations for them as determined by law. That provision relates to liability after the transaction has been carried out. Meanwhile, Article 1491 of the Civil Code regulates the warranty obligations of the seller, including regarding possession of the goods and hidden defects within the scope specified. However, the seller's obligations under those two provisions are not identical to all prohibitions in advertising law. Their application must consider whether the dispute relates to information before the transaction, the delivery of goods, or the condition of the goods received by the buyer.

The relationship between information errors and loss also needs to be analyzed carefully. Consumers may suffer financial loss when they pay for a product based on a price or benefit that turns out not to correspond. Electronic payments leave transaction records that can help prove such losses (Sinambela & Darmawan, 2022). In certain situations, losses may also relate to additional costs of obtaining a replacement or of handling the consequences of using the product. However, the type and amount of loss must have a basis that can be proven. A statement that an advertisement is misleading is not always sufficient to determine a particular amount of compensation without examination. The assessment must consider the circumstances of the transaction, the nature of the product, and the consequences that have a relevant relationship with the conduct of the business actor.

Criminal liability for certain violations in advertising activity is regulated in Article 62 of the Consumer Protection Law. That provision differentiates criminal penalties based on the referenced article and the form of the violated act. Article 62 paragraph (1) provides a criminal penalty of imprisonment of up to five years or a fine of up to Rp2,000,000,000 for violations of the provisions mentioned in it. Meanwhile, Article 62 paragraph (2) sets a criminal penalty of imprisonment of up to two years or a fine of up to Rp500,000,000 for violations of other groups of provisions. This distinction must

be determined based on the correct article reference, and not merely on a general assumption that an advertisement causes more serious loss.

In applying Article 62 of the Consumer Protection Law, violations of Article 17(1) relate to the division of criminal penalties based on the subparagraph referenced. Not all violations of Article 17 fall into the same category of criminal penalty. Precision in determining the basis of the violation is important so that the criminal classification conforms to the formulation of the law. The assessment also cannot base punishment solely on a suspicion of an intent to obtain greater profit. Criminal liability must be determined through proof of the elements of the act and the relevant legal requirements (Farakan et al., 2022). The need for consumer protection does not remove the obligation to conduct a fair examination of the party suspected of committing the violation.

The criminal penalties in the Consumer Protection Law function to strengthen business actors' compliance with the obligation to provide truthful and non-misleading information. However, the existence of such penalties does not mean that all disputes between consumers and business actors must be resolved through criminal punishment. Some issues may relate more to the fulfillment of agreements or to compensation, while certain acts may meet the elements of a criminal violation. Determining the channel of resolution needs to consider the nature of the act and the legal interest to be protected. Criminal law is placed according to the basis of its application, and is not used automatically against every discrepancy between an advertisement and the consumer's experience.

Article 63 of the Consumer Protection Law also regulates the possibility of imposing additional measures for violations that meet the legal requirements. The forms regulated include confiscation of certain goods, announcement of the judge's decision, payment of compensation, orders to cease certain activities that cause losses to consumers, withdrawal of goods from circulation, and revocation of business licenses. This regulation shows that liability is related not only to principal criminal penalties, but can also be directed at stopping harmful activities and restoring certain conditions (Rahmatullah, 2022). However, additional measures cannot be applied without regard to the basis and provisions for imposing them. This distinction is important so that sanctions are carried out based on valid decisions and authority.

The announcement of decisions and the cessation of certain activities are relevant to efforts to prevent wider losses to consumers. When the prohibited act relates to the delivery of advertisements to the public, actions that stop the dissemination of inaccurate information can serve a protective function. Such cessation needs to be carried out promptly because content on social media spreads rapidly (Kurniawan et al., 2021). However, determining such actions requires a legal basis and an assessment of the circumstances of the case. The cessation of promotion cannot be treated as an authority that anyone can exercise without procedure. Likewise, the withdrawal of goods from circulation must be related to the provisions that regulate it. Supervision of products in circulation is important for protecting consumer health (Kahfi et al., 2023). Responsible law enforcement requires clarity about the type of action and the party authorized to carry it out.

Beyond liability under statutory regulations, advertising activity is also subject to ethical standards relevant to industry participants. The Indonesian Advertising Code of Ethics (Etika Pariwara Indonesia), 2020 Amendment, contains provisions on the honesty of information, the basis of claims, the use of scientific terms, and the prohibition of misleading advertisements. Violations of those guidelines may give rise to ethical consequences through mechanisms regulated within the scope of advertising practice. However, ethical violations must be distinguished from criminal offenses or unlawful acts. An act may require assessment under both frameworks if it meets the requirements of each, but the consequences must not be equated automatically.

The provisions on sanctions in Chapter IV of the Indonesian Advertising Code of Ethics (Etika Pariwara Indonesia), 2020 Amendment, include forms of handling violations in stages. Warnings, cessation of airing or recommendations for action to related parties, and publication of violations are the forms described in the guidelines. The mechanism for delivering them is carried out through procedures involving institutions or parties that hold a position in the administration of advertising ethics. However, those consequences are not a substitute for the authority of courts or state institutions to impose sanctions under the law. This distinction is necessary so that the enforcement of professional standards is not mistaken for criminal punishment by advertising organizations.

The relationship between legal liability and ethical liability shows that the truthfulness of information is an obligation with several dimensions. Business actors need to ensure the accuracy of claims before materials are produced and disseminated, while parties involved in making advertisements

must pay attention to the information provided and the changes made. Managerial decisions in preparing marketing strategies need to be based on accurate data (Ali & Darmawan, 2023). However, determining liability still requires examining each party's role. Involvement in one promotional activity does not always mean that all parties bear identical legal consequences. Clarity of the basis of the obligation and the connection to the act are the main elements for maintaining fairness in liability.

Liability for misleading advertising has several forms that must be distinguished according to their legal basis. Article 20 of the Consumer Protection Law recognizes the liability of advertising business actors, while the prohibitions in Article 9, Article 10, Article 12, Article 13, and Article 17 form part of the basis for assessing conduct. Consequences may relate to administrative sanctions within the scope of Article 60, civil liability under the relevant provisions, criminal penalties in Article 62, and the possibility of additional measures under Article 63 of the Consumer Protection Law. The Indonesian Advertising Code of Ethics (Etika Pariwara Indonesia) provides a professional mechanism with a different character from state law enforcement. The application of all these mechanisms requires proof and proportionate assessment so that consumer protection proceeds together with legal certainty for business actors.

Legal Protection Mechanisms and Consumer Dispute Resolution Arising from Misleading Advertising

Legal protection of consumers is an effort to ensure that trade relations are carried out on the basis of rights and obligations that can be held accountable. In advertising activity, protection is needed because consumer decisions are often influenced by information conveyed before a transaction (Susilo, 2023). Consumers need truthful information so that they can properly assess the benefits, price, and risks of a product. When that information turns out not to correspond to the actual condition, legal mechanisms need to provide an opportunity to obtain remedies according to the nature of the loss. Protection against misleading advertising therefore comprises two complementary approaches: preventive measures to reduce the likelihood of violations, and remedial measures to address the conduct and losses after a violation has occurred.

Preventive protection is directed at preventing inaccurate information before it influences consumer decisions. Its forms may include guidance for business actors, consumer education, supervision of promotional activity, and the application of standards for responsible advertising presentation. Prevention is important because losses resulting from consumer decisions cannot always be fully remedied after a transaction has taken place. Attractive sales promotions can push consumers to buy without careful consideration (Gardi & Darmawan, 2022). However, preventive protection must not be understood merely as an obligation of consumers to verify every piece of information independently. Business actors still have a responsibility to provide truthful information, while the government and related institutions have functions of guidance and supervision according to their authority. Business actors who violate provisions in selling their products can be held liable for consumer losses (Baktiasih & Mardikaningsih, 2024).

Government Regulation Number 58 of 2001 on the Guidance and Supervision of the Implementation of Consumer Protection is the basis for discussing the role of the government in improving compliance with consumer protection provisions. Articles 2 and 3 of that regulation place guidance as part of the responsibility for implementing consumer protection (Rahmat & NU, 2022). Guidance aims to support the fulfillment of rights and obligations in trade activity. In the field of advertising, this measure is related to improving business actors' understanding of the limits of making claims and the obligation to provide information that is not misleading. Young business actors do not always have the same access and knowledge, so guidance needs to reach them (Sinambela et al., 2022). Product labeling rules show that supervision can protect consumers while maintaining fair competition (Purwanto et al., 2023). However, the existence of guidance does not remove the possibility of legal liability if prohibited acts are still committed.

Coordination among institutions is also part of preventive protection. Article 4 of Government Regulation Number 58 of 2001 addresses the role of coordination in implementing consumer protection related to policy, outreach, and institutional capacity building. In the conduct of advertising, coordination is needed because promotions can take place through various media and involve different types of products. Social media is now widely used for business promotion, so its supervision needs attention (Infante & Mardikaningsih, 2022). Businesses that offer profits to consumers also need to be verified for legality and supervision (Rizaldi et al., 2024). Unfocused supervision can cause inconsistent handling from one

sector to another. However, coordination cannot be interpreted as merging all authority into one institution. Each party must still perform its function according to its legal basis so that guidance and supervision can be carried out clearly.

Consumer rights are a main element in protection against misleading advertising. Article 4 of the Consumer Protection Law regulates a number of rights, including the right to comfort, security, safety, truthful information, an appropriate choice of goods or services, and the opportunity to express opinions and complaints. That article also affirms the consumer's right to obtain truthful, clear, and honest information as a basis for making choices and protecting oneself from misleading advertising practices (Aryanto et al., 2023). The right to truthful, clear, and honest information holds a special position in advertising cases because it influences consumer decisions before a transaction. That right provides a basis for holding that promotions must not create a mistaken impression about the quality or benefits of goods. The right to safety also makes business actors liable for losses resulting from dangerous products (Risman et al., 2024). However, its application needs to consider whether the information in question is part of the obligations of business actors under the applicable provisions.

Consumers' right to obtain information is also related to the right to choose goods and services. Choices made on the basis of inaccurate information can reduce consumers' ability to decide on transactions that suit their needs. When the price, composition, or guarantees of a product are conveyed inaccurately, consumers may choose goods that they would not have bought if truthful information had been available. Consumers who adjust their purchases to their needs are especially harmed when product information is inaccurate (Hardyansah et al., 2022a). In such circumstances, legal protection is needed to ensure the possibility of examination and remedies (Straetmans, 2021). However, the existence of information that does not meet expectations does not necessarily prove all the elements of a compensation claim. Consumers still need to show the circumstances and basis of the loss that are relevant to their claim.

Article 4 of the Consumer Protection Law also addresses the right to obtain advocacy, protection, and fair dispute resolution. This recognition shows that consumer protection does not end with determining information obligations before a transaction. Consumers need a means to submit complaints and seek resolution when a trade relationship gives rise to a dispute. Access to resolution mechanisms is important because consumers may not have the same resources as business actors in understanding documents, obtaining evidence, or carrying out legal proceedings. Limited access, skills, and safety nets make it difficult for vulnerable consumers to defend their rights (Gardi & Darmawan, 2024; Ramle & Mardikaningsih, 2022). However, access to protection must still be provided through procedures that give a fair opportunity to all disputing parties.

Consumer rights need to be read together with the obligations determined by law. Article 5 of the Consumer Protection Law regulates the obligations of consumers to follow information instructions and procedures for use, to act in good faith in transactions, to pay according to the agreed exchange value, and to follow dispute resolution properly. These obligations show that a trade relationship is a reciprocal relationship that does not place responsibility only on business actors. However, the existence of consumer obligations cannot be used to justify inaccurate advertising information. (Anwar & Samsul, 2023) Business actors must still fulfill the provisions on commercial information, while consumers carry out their obligations according to the nature of the transaction. Consumers can follow usage instructions only if those instructions are conveyed correctly by the seller (Setiawan et al., 2023).

Supervision of advertising activity is also related to the role of the National Consumer Protection Agency (BPKN). Article 31 of the Consumer Protection Law provides the basis for establishing BPKN as part of developing consumer protection. That institution has functions related to providing considerations and advice in developing consumer protection policy. However, the position of BPKN needs to be distinguished from institutions that directly handle and decide particular disputes. This distinction of functions is necessary so that the public does not assume that all consumer protection institutions have identical authority to resolve cases.

The role of the public in consumer protection is recognized through the existence of the Non-Governmental Consumer Protection Institution (LPKSM). Article 44 paragraph (2) of the Consumer Protection Law gives LPKSM room to play an active role in implementing consumer protection. That role may relate to receiving complaints, consumer education, and support for understanding the rights that can be exercised. In misleading advertising cases, the existence of public institutions helps consumers obtain information about the available resolution options. However, the authority of LPKSM still needs to be distinguished from the

authority of the courts or BPSK so that forms of assistance are not equated with decisions that have certain legal consequences.

The Consumer Dispute Settlement Agency has a more direct function in resolving disputes between consumers and business actors. Article 1 point 11 of the Consumer Protection Law defines BPSK as a body tasked with handling and resolving disputes between business actors and consumers. The existence of that institution provides an alternative for parties who wish to resolve disputes without directly filing a lawsuit through ordinary court proceedings. However, the use of BPSK must follow the scope of authority and procedures that have been determined. Not all types of issues can automatically be resolved through every mechanism available within it, without regard to the agreement of the parties and the nature of the dispute.

Article 45 paragraphs (1) and (2) of the Consumer Protection Law provide a basis for injured consumers to pursue dispute resolution through the courts or outside the courts according to the permitted provisions and options. This regulation shows that consumer protection dispute resolution is not available through only one channel. Out-of-court mechanisms can provide an opportunity to find a resolution based on agreement, while resolution through the courts provides procedures for examination and determination of rights under judicial authority (Kusnadi & Marpaung, 2022). However, the two channels have different consequences and requirements. Consumers need to understand these options so that the mechanism used suits their interests and the nature of their claim.

A negotiated settlement is one alternative that can be considered when consumers and business actors face a dispute over advertising information. Through direct communication, the parties can discuss the product's nonconformity, the possibility of replacement, or an acceptable form of remedy. Business actors also have an interest in resolving complaints properly because disappointed consumers may switch to other products (Darmawan, 2022b). Such a resolution can be carried out with or without an assistant according to need. However, a settlement must be carried out on the basis of voluntary agreement and must not remove the rights of either party through pressure. The agreement also needs to have clear content so that it does not give rise to new disputes over the obligations that must be carried out after the resolution is reached.

The existence of consumer protection institutions can help the communication process when the parties have difficulty reaching an agreement on their own. Assistance has the function of clarifying the issue and helping consumers understand the steps that may be taken. However, an assisting institution does not by itself have the authority to decide a dispute in a binding manner. A resolution through agreement still requires the consent of the parties who have an interest in the legal relationship. This distinction is important so that a voluntary mediation process is not equated with a decision of an institution that has authority under regulations.

Dispute resolution through BPSK can be carried out through conciliation, mediation, or arbitration. Decree of the Minister of Industry and Trade Number 350/MPP/Kep/12/2001 provides regulations on the procedures for resolving consumer disputes through BPSK. These three mechanisms have different characteristics in the relationship between the role of the panel or facilitator and the authority of the parties to determine the outcome of the resolution. This distinction is important because consumers and business actors need to understand whether the chosen mechanism places the decision on their agreement or gives the panel the authority to decide the dispute according to procedure.

Conciliation is a dispute resolution mechanism that places BPSK as a party that helps bring consumers and business actors together. In that mechanism, the resolution essentially depends on the decision of the disputing parties. The facilitation role functions to open communication and help the parties understand the issues that need to be resolved. However, a meeting being held does not always mean that an agreement has been formed. If no acceptable resolution is obtained, interested parties still need to consider the subsequent mechanisms permitted under the law.

Mediation through BPSK also provides room for resolution based on the agreement of consumers and business actors. The role of BPSK in the mediation mechanism relates to providing assistance and advice to help the parties find a resolution. However, such facilitation should not remove the opportunity for consumers and business actors to determine their consent voluntarily. The agreement reached needs to have a clear basis regarding the issue being resolved, the remedial action, and the performance of obligations. Mediation can function as a means of resolution that takes into account the interests of both parties without turning it into the imposition of a decision by the facilitating party.

Arbitration through BPSK has a different character because the parties submit the resolution of the dispute to a panel according to the applicable

procedures. In that mechanism, the determination of the outcome does not depend only on reaching an agreement on the substance of the dispute, but is carried out through a decision according to the authority granted. Choosing arbitration requires an understanding of the procedures and the legal consequences that may arise. The distinction among conciliation, mediation, and arbitration is necessary so that the parties do not use the term out-of-court resolution as if all mechanisms had the same process and consequences.

Article 54 paragraph (3) of the Consumer Protection Law regulates the final and binding nature of the decision of the BPSK panel. However, this regulation must be read systematically together with Article 56 paragraph (2) and Article 58 of the Consumer Protection Law, which open a mechanism for objection and further examination according to the applicable provisions. The final and binding nature is not appropriately interpreted as an absolute closing of all possibilities for reviewing the decision. The relationship among the provisions needs to be explained so that consumers and business actors understand the consequences of the decision and the legal opportunities available. Legal certainty requires an interpretation that considers the whole mechanism, not merely one formulation of an article in isolation. The existence of that law provides clarity about the legal provisions that business actors must comply with in carrying out business activities, so that it can support compliance with statutory regulations and legal certainty in trade activity (Kusuma et al., 2024).

The submission of an objection to a BPSK decision has procedural requirements that need to be met. Article 56 paragraph (2) of the Consumer Protection Law provides a basis for the opportunity to submit an objection to the District Court within a specified period. Article 58 then regulates the examination and the possibility of further legal steps according to the provisions. However, the period for submitting an objection must not be automatically equated with all deadlines in cassation procedures. Each stage has its own starting point for counting and its own requirements. The accuracy of information on the time for filing is important so that the rights of the parties are not impaired by a misunderstanding of the procedure.

Law Number 30 of 1999 on Arbitration and Alternative Dispute Resolution is also discussed in relation to certain grounds for reviewing arbitral awards. Article 70 regulates circumstances related to false documents, the discovery of important concealed documents, or deceptive tricks in the examination of the dispute. However, the use of provisions on the annulment of arbitral awards needs to be distinguished from the mechanism of objection to BPSK decisions, which has its own basis in the Consumer Protection Law. The two mechanisms cannot be regarded as identical without examining the nature of the decision and the provisions that govern it. Careful interpretation is needed so that resolution procedures do not create uncertainty for consumers or business actors.

In addition to out-of-court resolution, consumers can use litigation through the courts in accordance with legal requirements. The court channel has the function of examining the basis of the claim, the evidence of loss, and the liability of the sued party. In misleading advertising cases, the examination may cover the content of the advertisement, the transaction relationship, the condition of the product, and the alleged loss. A lawsuit based on an unlawful act requires the plaintiff to prove fault, loss, and the causal relationship between them (Rasid et al., 2025). However, a lawsuit cannot be granted merely because a consumer feels that an advertisement was disappointing. Every claim needs to meet the relevant evidentiary requirements. Fair administration of justice requires that both parties have the opportunity to explain their positions and the evidence supporting their arguments.

A class action is one mechanism that can be considered when a number of consumers experience legal problems that share certain similarities. Supreme Court Regulation Number 1 of 2002 on Class Action Procedure provides regulations on the relevant procedures. This mechanism allows a class representative to file a lawsuit based on specified requirements, so that not all members of the group have to pursue separate individual lawsuits. However, the use of a class action requires clarity about the similarity of facts or legal basis and the adequacy of representation. Not every case involving many consumers automatically meets the requirements of this mechanism.

In a class action, determining the amount and distribution of compensation is related to the certainty of remedies for rights. Article 9 of Supreme Court Regulation Number 1 of 2002 regulates the aspects that need to be determined if a compensation claim is granted, including the amount of compensation, the group entitled to it, and the distribution mechanism. This provision functions to ensure that a decision does not merely set out obligations in general terms without providing a basis for implementation to the members of the group. However, the form of remedy must be adjusted to the claim and the circumstances that are

proven. The use of a class action does not by itself guarantee that all members will obtain the same amount of compensation.

The standing of consumer protection institutions to sue needs to be distinguished from class actions. LPKSM may have standing to file a lawsuit within the scope determined by the Consumer Protection Law, but that mechanism has a basis and requirements different from acting as a representative of a number of consumers who suffered similar losses. This distinction is necessary so that the authority of an organization is not understood merely as a substitute for the individual standing of all consumers. In every mechanism, the requirements regarding the legal standing of the plaintiff and the object of the claim must be examined precisely. Good protection is not enough to provide an opportunity to sue, but must also provide clarity about the parties entitled to use a particular mechanism.

Remedial protection can also be carried out through the enforcement of sanctions against business actors who commit violations. Administrative sanctions, civil liability, and criminal liability have different purposes and bases as regulated in the relevant provisions. In misleading advertising cases, remedying consumer losses may be one purpose, but enforcing advertising prohibitions also has the function of preventing similar acts from recurring. Consumer losses arising from digital services can also be claimed through product liability (Rofiqi et al., 2025). However, the application of sanctions cannot be carried out without examining the violation. The need to provide protection to consumers must go together with respect for fair process for business actors.

In the field of broadcasting, supervision of advertising content is related to the provisions of Law Number 32 of 2002. Article 46 paragraph (3) places limits on commercial advertising material delivered through broadcast media. The media plays a role in shaping public opinion, so the content of broadcast messages needs to be supervised (Khayru et al., 2024). That provision needs to be placed according to its scope and does not replace the prohibition on misleading information in the Consumer Protection Law. Protection through supervision of broadcast content can complement protection of product information, but determining the form of a violation still requires an appropriate basis. This distinction is important because not all advertisements that violate broadcasting standards have the same legal consequences as violations of product information in the consumer protection relationship.

The Indonesian Advertising Code of Ethics (Etika Pariwara Indonesia), 2020 Amendment, also has a position in preventive efforts through establishing standards for responsible commercial communication. The principle of presenting information honestly and without misleading can serve as a guideline when business actors prepare advertising materials before they are aired. Advertisements tailored to consumer behavior data and delivered through algorithms also need to follow this principle (Fared & Darmawan, 2021; Mardikaningsih & Oluwatoyin, 2023). Internal supervision of product claims, examination of supporting evidence, and editing of risk information are actions that can help reduce the possibility of violations. Business leaders who drive promotional innovation also need to maintain compliance with the rules (Irfan & Darmawan, 2024). However, compliance with ethical guidelines does not by itself remove the obligation to obey the law. Industry ethics and positive law have a mutually supportive relationship, but must be understood according to their respective positions.

The success of legal protection of consumers cannot be assessed merely by the number of sanctions imposed or disputes resolved. Effective protection also requires improving the quality of information before a transaction takes place, ease of submitting complaints, and certainty in implementing the outcomes of resolution. However, conclusions about the effectiveness of an institution or mechanism require data that can be substantiated. Normative research cannot establish that BPSK, mediation, or the court channel is always more successful without empirical examination. Assessing the advantages of each mechanism needs to consider the nature of the dispute, the evidentiary needs, and the interests of the parties.

Legal protection of consumers against misleading advertising has a structure that involves prevention, supervision, liability, and dispute resolution. Preventive protection is supported by provisions on the right to information, government guidance, the liability of business actors, and advertising ethics guidelines. Meanwhile, remedial protection can be carried out through negotiated settlements, the Consumer Dispute Settlement Agency (BPSK) mechanism, judicial proceedings, and the enforcement of sanctions according to the nature of the violation. Each mechanism has a scope and consequences that must be distinguished so that protection does not create procedural uncertainty. Strengthening information disclosure, evidentiary rigor, and fair access to dispute resolution are

important elements in ensuring that consumers obtain protection without disregarding the rights and obligations of business actors.

CONCLUSION

Misleading advertising may arise from the delivery of information that is inaccurate, incomplete, or cannot be substantiated regarding the price, discounts, quality, materials, function, guarantees, usage risks, and scientific claims of a product. Determining a violation requires examining the overall content of the advertisement and its conformity with the provisions of Law Number 8 of 1999 on Consumer Protection and the standards of the Indonesian Advertising Code of Ethics (Etika Pariwara Indonesia). Business liability takes different forms depending on the nature of the conduct, including the possibility of administrative sanctions, civil liability, criminal penalties, and additional measures in accordance with legal requirements. Violations of advertising ethics also carry their own consequences, which must be distinguished from sanctions under statutory law. Consumer protection can be implemented preventively through guidance, supervision, and improved accuracy of information, and remedially through dispute resolution and the enforcement of liability. Dispute resolution may be pursued through negotiated settlements, the Consumer Dispute Settlement Agency (BPSK), or the courts, depending on the nature of the dispute and the applicable provisions. Legal certainty requires a proportionate application of consumer rights and the obligations of business actors.

This study has implications for understanding consumer protection as part of the regulation of commercial information and liability in trade relations. Theoretically, the accuracy of advertising information is the foundation that determines consumers' ability to make transaction decisions consciously. Academically, distinguishing between legal violations and ethical violations is necessary so that forms of liability are not equated without regard to their source and normative consequences. Practically, advertising activity requires verification of the truthfulness of claims, the clarity of promotional terms, and the suitability of risk information before materials are disseminated. Dispute resolution mechanisms also need to be understood according to their respective authority and requirements so that consumers do not have difficulty choosing the appropriate procedure. Because this study is normative, its conclusions are not intended as empirical proof of the level of compliance in the advertising industry or the effectiveness of dispute resolution institutions.

Business actors need to ensure that every claim in an advertisement has a substantiated basis and does not create a mistaken understanding of the nature of the goods or services. Information on price, discounts, guarantees, benefits, and usage risks should be conveyed clearly and in a way that is easy to understand. The government and institutions with authority over consumer protection need to strengthen guidance and supervision, taking into account their respective divisions of function. The National Consumer Protection Agency (BPKN) and consumer protection institutions can support greater awareness of consumer rights and obligations, while BPSK needs to carry out dispute resolution according to proper procedures. Consumers need to be informed about the available resolution options, including the differences among conciliation, mediation, arbitration, and litigation through the courts. Future research is recommended to examine empirically the practice of substantiating advertising claims and of dispute resolution, in order to assess the relationship between normative regulation and its implementation in trade activity.

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