

Legal Protection for Consumers Against Adulterated Fuel Causing Motor Vehicle Damage

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Abstract

This study aims to analyze the forms of legal protection for consumers who suffer losses due to the use of adulterated fuel and to examine the legal liability of business actors within the framework of consumer protection law in Indonesia. The research employs a normative legal research method using statutory, conceptual, and literature-based approaches. Primary legal materials include the Consumer Protection Law, the Oil and Gas Law, and relevant provisions of civil law. The analysis is conducted qualitatively through systematic interpretation of legal norms and doctrines. The findings indicate that legal protection for consumers is provided through preventive and repressive mechanisms. Adulterated fuel is classified as a defective product that gives rise to strict liability under the Consumer Protection Law as well as liability for unlawful acts under the Civil Code. However, law enforcement remains suboptimal due to weak supervision, limited institutional capacity, and evidentiary difficulties faced by consumers. This study recommends strengthening preventive supervision through random fuel quality testing, increasing the effectiveness of sanctions, enhancing the institutional capacity of the Consumer Dispute Resolution Agency (BPSK), and simplifying the burden of proof for consumers to ensure legal certainty and effective consumer protection.

Keywords

Consumer Protection; Mixed Fuel; Business Actor Responsibility

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1. INTRODUCTION

Consumer protection is a crucial aspect in the legal and economic domains, ensuring that consumer rights are respected and effectively protected. Consumer protection constitutes a fundamental component of legal systems aimed at ensuring justice, legal certainty, and fairness in market relations. From a doctrinal perspective, consumer transactions are characterized by structural imbalance, as business actors possess superior control over information, production, and distribution processes. According to the theory of information asymmetry, consumers are inherently vulnerable and require legal intervention to safeguard their rights. (Howells, G., Ramsay, I., & Wilhelmsson, 2021; OECD, 2020) Consequently, consumer protection law functions as a corrective mechanism to restore equilibrium



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between consumers and business actors.

The role and responsibilities of business actors are crucial in this context, as they interact directly with consumers and have a significant impact on the products and services they offer. As a vital component of the trade ecosystem, consumer protection serves as a balancing mechanism between the interests of businesses and consumers. With rapid economic development, this balance is becoming increasingly imperative. This balance is necessary to create a healthy business environment, allowing consumers to obtain their rights fairly, while businesses can conduct their operations with security and certainty. (Puteri Hikmawati, S.H., n.d.)

In Indonesia, fuel oil (BBM) is classified as a strategic commodity under state control pursuant to Article 33 paragraphs (2) and (3) of the 1945 Constitution. This constitutional mandate imposes legal obligations on the state not only to manage natural resources but also to regulate their distribution, ensure product quality, and protect consumers. Normatively, state control over fuel resources must be exercised in a manner that prioritizes public welfare and ensures legal protection for consumers as end-users of energy products. (Saragih, B. R., & Nugroho, 2021)

Oil and natural gas are natural resources owned by the state and play a strategic role in meeting the fuel needs of industry and daily life. To ensure maximum utilization of these resources for the prosperity of the people, their management must be carried out optimally. In developing countries like Indonesia, the demand for oil and natural gas continues to rise. This is in line with the provisions of the 1945 Constitution of the Republic of Indonesia, Article 33 paragraph (2) which states that branches of production that are important for the state and meet the needs of the people must be controlled by the state, and paragraph (3) which states that the land, water, and natural resources contained therein are controlled by the state and used for the prosperity of the people. Fuel oil (BBM) available in Indonesia is classified into two main categories: subsidized fuel, such as Pertalite and Solar, and non-subsidized fuel, including Pertamax, Pertamax Turbo, and Dexlite. Subsidized fuel is intended for people with low purchasing power, while non-subsidized fuel is intended for vehicle users who require high-quality fuel. (Rachman, 2016)

Fuel adulteration, particularly Pertamax, has become an increasingly serious issue in Indonesia in recent years. Pertamax is a high-quality fuel produced by PT Pertamina and plays a crucial role in supporting the national transportation sector. However, problems in the distribution and use of fuel oil (BBM) remain common, including adulteration, smuggling, and misappropriation of subsidies. These practices not only result in financial losses for the government but also compromise the quality of fuel consumed by the public. Therefore, stricter oversight and regulation are needed to ensure that fuel circulating in the market continues to meet established standards. (Palar et al., 2025)

In practice, however, fuel distribution in Indonesia continues to face serious legal problems, particularly fuel adulteration involving non-subsidized fuels such as Pertamax. Adulterated fuel constitutes a defective product that may cause mechanical damage to motor vehicles, economic loss, and safety risks for consumers. From the perspective of product liability theory, the distribution of defective fuel violates the principle of strict liability, under which business actors are legally responsible for consumer losses regardless of fault. (Howells, G., Ramsay, I., & Wilhelmsson, 2021; Micklitz, H. W., Reich, N., & Weatherill, 2020)

Although Indonesia has enacted Law Number 8 of 1999 on Consumer Protection (UUPK), legal protection for consumers harmed by adulterated fuel remains ineffective. Regulatory fragmentation, weak supervision, limited enforcement capacity, and evidentiary challenges undermine the implementation of consumer protection norms in the fuel sector. Sector-specific energy regulations tend to prioritize supply stability and economic considerations over consumer rights, resulting in enforcement gaps and legal uncertainty. (Palar, M. R., Santoso, T., & Wijaya, 2023)

Consumers are often disadvantaged compared to businesses, often suffering losses due to profit-oriented business practices. Although consumer rights are guaranteed philosophically and legally, many individuals remain reluctant to assert their rights due to a limited understanding or feelings of inadequacy. Consumer protection is an integral component of the Indonesian legal system, which aims to create fairness in interactions between businesses and consumers. Consumer protection is not solely the responsibility of the government or businesses; it is also the responsibility of consumers themselves. (Asshiddiqie, 2021; World Bank, 2019)

Consumers are expected to be more careful and proactive in safeguarding their rights, given their freedom to choose the products and services they use. In this context, consumers have the capacity to influence the market to be fairer and more responsible, especially when applicable regulations are not optimally implemented. Consumer protection needs to be viewed holistically, encompassing not only a legal perspective but also social, economic, and ethical aspects. Consumers have interests from the production stage to final consumption, so the protection of their rights must be guaranteed continuously. Consumer trust arises from knowledge, experience, and the belief that the other party will act in the consumer's best interests, even if they do not know each other directly.

In Indonesia, consumer protection is regulated by Law Number 8 of 1999 concerning Consumer Protection (UUPK). This law emphasizes the importance of realizing a just and prosperous society through equitable economic development. The UUPK also requires businesses to produce quality and safe products and encourages consumer awareness and independence in safeguarding their own interests.

This study is significant because it addresses the normative-empirical gap between statutory consumer protection guarantees (*das sollen*) and their practical enforcement (*das sein*) in cases of fuel adulteration. By examining the legal framework governing consumer rights, business actor liability, and state supervisory responsibilities, this research contributes to strengthening legal certainty and accountability in the governance of strategic commodities. Furthermore, it supports the development of a more effective consumer protection regime aligned with constitutional principles and contemporary legal doctrine. Accordingly, this research aims to analyze the legal protection available to consumers who suffer losses due to the use of adulterated fuel and to identify weaknesses in regulatory enforcement.

2. METHOD

This study employs a normative legal research (doctrinal legal research) method, which focuses on analyzing legal norms, principles, and doctrines governing consumer protection and liability for damages arising from the use of adulterated fuel. Normative legal research is appropriate for examining the coherence, consistency, and effectiveness of legal rules within the existing legal framework, particularly in addressing legal gaps between statutory norms and their implementation. (Butt, S., & Lindsey, 2020; Creswell, J. W., & Poth, 2018; Silverman, 2016)

The research adopts three main approaches: the statutory approach, the conceptual approach, and the case-based approach. (Neuman, 2014; Sugiyono, 2017) The statutory approach is used to examine relevant legislation regulating consumer protection and fuel governance, including Law Number 8 of 1999 on Consumer Protection (UUPK), Law Number 22 of 2001 on Oil and Gas, the Indonesian Civil Code (KUHPerdata), and related ministerial regulations concerning fuel distribution and quality standards.

The legal materials in this research are classified hierarchically into primary, secondary, and tertiary sources. Primary legal materials consist of binding legal norms, including statutes, regulations, and court decisions. Secondary legal materials include legal textbooks, peer-reviewed journal articles, and authoritative commentaries that explain and critique primary legal sources. Tertiary legal materials, such as legal dictionaries and encyclopedias, are used to clarify legal terminology and concepts. This hierarchical classification ensures analytical accuracy and doctrinal consistency. (Morris, C., & Murphy, 2022)

The analysis of legal materials is conducted qualitatively using systematic interpretation techniques. Grammatical interpretation is applied to examine the literal meaning of statutory provisions related to consumer rights and the obligations of business actors. Systematic interpretation is used to assess the coherence of consumer protection norms within the broader legal system, particularly their

relationship with energy and oil and gas regulations. Teleological interpretation is employed to identify the underlying objectives of consumer protection law, especially the protection of safety, fairness, and legal certainty for consumers harmed by defective products such as adulterated fuel. (edner, A., & Arizona, 2019; Howells, G., Ramsay, I., & Wilhelmsson, 2021; Micklitz, H. W., Reich, N., & Weatherill, 2020; Susanto, 2018)

To ensure relevance and academic rigor, the literature included in this study is subject to specific inclusion and exclusion criteria. The included sources comprise books and peer-reviewed journal articles published within the last five years that focus on consumer protection law, product liability, energy regulation, and legal enforcement. Sources that are outdated, non-academic, or lacking clear relevance to the research focus are excluded. (Bogdan, R. C., & Biklen, 2007; Creswell, J. W., & Poth, 2018; edner, A., & Arizona, 2019; Goh, 2017; Micklitz, H. W., Reich, N., & Weatherill, 2020; Miles, M. B., & Huberman, 1994; Saputra, n.d.; Susanto, 2018) The collected legal materials are systematically categorized, analyzed, and synthesized to draw normative conclusions addressing the research questions.

3. FINDINGS AND DISCUSSION

3.1 Forms of Legal Protection for Consumers Who Suffer Losses Due to the Use of Mixed Fuel

Consumer protection refers to all efforts to ensure legal certainty, thereby providing consumers with a level of protection. Based on Law Number 8 of 1999 concerning Consumer Protection, consumer protection is defined as "all efforts to ensure legal certainty in order to protect consumers." According to Az. Nasution, consumer protection is a part of consumer law that includes principles and rules regulating and protecting consumer interests. More comprehensively, consumer protection can be understood as a legal instrument designed to protect and fulfill consumer rights.

In Law Number 8 of 1999 concerning Consumer Protection (hereinafter referred to as the Consumer Protection Law), the principle of good faith between sellers and buyers is regulated in the obligations of each party. For sellers or business actors, this is regulated in Article 7, letter a, while for buyers or consumers, it is regulated in Article 5, letter b. The application of this principle of good faith aims to protect both parties from potential future legal violations. Additionally, the good faith of business actors in operating their businesses is also regulated, ensuring that fairness and legal protection are maintained throughout the transaction process for both parties. (Ariel Putra Yusriansyah, Dinda Apriandini , Vita Alliciana, 2025)

Law No. 8 of 1999 was enacted as a measure of government responsibility to protect citizens from detrimental trade practices. Before this law was implemented, consumer protection was only regulated separately in various sectoral regulations, such as those in the fields of food, health, and trade, resulting

in ineffective regulation. Therefore, the Consumer Protection Law has become the primary legal basis that comprehensively combines all aspects of consumer protection. Consumer protection laws are regulated by applicable laws, which grant consumers several rights that must be fulfilled. The Consumer Protection Law, which serves as the legal basis for consumer protection, outlines consumer rights in detail in Article 4. The following are consumer rights according to Article 4 of the Consumer Protection Law:

- a. The right to feel comfortable, safe, and protected when using goods and/or services;
- b. The right to choose goods and/or services, and to receive said goods and/or services in accordance with the exchange value, conditions, and guarantees promised;
- c. The right to obtain correct, clear, and honest information regarding the condition and guarantee of goods and/or services;
- d. The right to express opinions and complaints regarding goods and services used;
- e. The right to receive legal assistance, protection, and efforts to resolve problems related to the goods and services used.
- f. The right to receive guidance and education regarding consumer needs;
- g. The right to be treated or served properly, honestly, and without discrimination;
- h. The right to receive replacement, compensation, or damages, if the goods or services received do not match the agreement or do not meet expectations;
- i. Rights regulated in other laws and regulations.

Several forms of legal protection are available to consumers who use adulterated fuel. Legal protection for consumers who suffer losses due to the use of adulterated fuel is an important component of Indonesia's consumer protection system. These various forms of legal protection can be viewed from several legal perspectives, as follows:

Preventive legal protection refers to a form of protection provided before a loss or violation occurs. In the context of consumer protection for fuel oil (BBM), preventive protection aims to prevent losses caused by the circulation of counterfeit fuel on the market. (Indonesia, 1999) Fuel consumers have the right to know the quality, standards, and composition of the fuel being sold to them. The government, through the Ministry of Energy and Mineral Resources (ESDM), is obliged to monitor the quality of fuel circulating in the community, as stipulated in Law Number 22 of 2001 concerning Oil and Gas. (SETNEG, 2012)

Another form of preventive protection is realized through fuel quality standardization. The government has established Ministerial Regulation of ESDM Number 32 of 2008 concerning the Provision, Utilization, and Trade of Fuel Oil, which regulates the quality standards of fuel that are permitted for sale. These standards encompass technical specifications, including the octane rating for

gasoline and the cetane rating for diesel. Businesses selling fuel are required to comply with these standards to protect consumers from products that do not meet consumption standards. (RI, 2008)

Furthermore, preventative protection is provided through labeling and information on each fuel product. Labeling serves as a crucial tool in conveying information to consumers, enabling them to make informed purchasing decisions. In the context of fuel, Public Fuel Filling Stations (SPBU) are required to include information regarding fuel type, technical specifications, and product quality assurance.(Esther Masri, S.H. et al., 2018)

Repressive legal protection refers to the form of protection provided after a loss or dispute occurs. This form of protection aims to resolve disputes and provide compensation to consumers who suffer losses due to the use of contaminated fuel. The following forms of protection are available:

Responsibilities of Business Actors Based on Article 19 paragraph (1) of the Consumer Protection Law (UUPK), business actors are obliged to provide compensation for damage, pollution, and/or losses experienced by consumers due to the consumption of goods and/or services produced or traded. In the context of adulterated fuel, sellers or illegal gas stations that trade adulterated fuel are responsible for damage to motor vehicles experienced by consumers. The responsibilities of business actors include contractual responsibility and product liability. Contractual responsibility arises from the sales agreement relationship between consumers and business actors.

In contrast, product liability arises when a product is defective or fails to meet safety standards, resulting in losses for consumers. Compensation that consumers can claim includes a refund or replacement of goods and/or services of the same type or value, health care, and/or compensation in accordance with the provisions of applicable laws and regulations. In cases of damage to motor vehicles resulting from contaminated fuel, consumers have the right to claim compensation for vehicle repair costs, financial losses due to the vehicle being unusable, and other consequential damages. (Indonesia, 1999)

Consumer Dispute Resolution, based on Law Number 8 of 1999 concerning Consumer Protection (UUPK), provides two main channels: through the courts and outside the courts. Courts, based on the voluntary choice of the disputing parties. This mechanism provides consumers and businesses with the freedom to determine the most effective and efficient resolution method that best suits their interests. Article 45, paragraph (2) of the Consumer Protection Law provides the opportunity for parties to resolve disputes peacefully through negotiation or deliberation.

This method is the first option to consider because it is faster, less expensive, and fosters harmonious relationships between consumers and business actors. The first is resolution through the BPSK (Consumer Dispute Resolution Agency). BPSK is a special institution established based on Article 49 of the Consumer Protection Act to handle out-of-court consumer dispute resolution. The second

settlement is through the District Court. Consumers can file a lawsuit with the District Court in accordance with Article 48 of the Consumer Protection Act if an out-of-court settlement is not reached or if they choose to pursue litigation.

The lawsuit can be a civil lawsuit or even a criminal lawsuit if there is an element of a criminal act as regulated in Article 62 of the Consumer Protection Act, which threatens business actors who violate the provisions of Article 8 with a maximum prison sentence of 5 years or a maximum fine of Rp2,000,000,000.00 (two billion rupiah). Business actors can also be subject to administrative sanctions in the form of:

- a. The maximum compensation is Rp. 200,000,000.00;
- b. Withdrawal of goods from circulation;
- c. Revocation of business license;
- d. Prohibition of trading in goods;
- e. Announcement to the public (Article 60, paragraph 2 UUPK).

Legal Protection Based on Civil Law. In addition to the Consumer Protection Act, consumers can also use civil law instruments to claim their rights. Based on Article 1365 of the Civil Code (KUHPerdata) regarding unlawful acts, every act that violates the law and causes harm to another party requires the guilty party to provide compensation for said loss. In the context of a lawsuit for unlawful acts, the plaintiff is required to prove the existence of four main elements, namely: (1) the existence of an unlawful act, (2) the existence of an element of error, (3) the existence of a loss suffered, and (4) the existence of a causal relationship between the act and the loss. (Wetboek, n.d.)

The losses caused by the use of adulterated fuel. The use of adulterated fuel results in various forms of losses for consumers, including both material and intangible losses. Losses can be defined as a decrease in the value of a party's assets resulting from the acts of other parties violating norms. In the case of selling adulterated fuel at gas stations, the gas station entrepreneur must be responsible for the losses suffered by consumers. In this case, consumers purchase Pertalite, which should have a rating of 90 (RON), with suspicions of being adulterated with lower octane fuel, such as Premium (RON 88), and marketed as Pertamax (RON 92). These losses can be grouped as follows:

Material Losses are losses that can be valued in monetary terms and can be calculated precisely. The use of adulterated fuel causes various material losses for consumers, including Damage to Vehicle Engines. Adulterated fuel that does not meet quality standards can cause serious damage to motor vehicle engine components. Adulterated fuel with a low octane rating can cause:

- a. Performance Degradation: Counterfeit Pertamax fuel often exhibits lower quality than genuine Pertamax. This can result in reduced engine efficiency, including reduced power and suboptimal acceleration.

- b. Scale and Deposits: Blended fuels tend to contain higher levels of contaminants and residues. Incomplete combustion can result in the formation of carbon deposits and deposits in the combustion chamber, spark plugs, and other engine components.
- c. Corrosion: Some adulterated materials are corrosive and can damage engine components such as the fuel tank, fuel lines, and fuel pump.
- d. Component Damage: Using fuel that does not meet vehicle specifications over an extended period can cause damage to more serious engine components, such as pistons, valves, and cylinder heads. (Sugiarto, n.d.)

The decrease in vehicle performance due to adulterated fuel is attributed to the octane value not meeting the standard and the presence of contaminants that cause incomplete combustion, resulting in symptoms such as reduced engine power, heavy pulling, wasteful fuel consumption, and knocking (a tapping sound in the engine).

Repair and maintenance costs for damage caused by adulterated fuel are substantial. According to data from the Indonesian Motorcycle Industry Association (AISI), engine repair costs resulting from the use of adulterated fuel can reach:

- a. Fuel system cleaning: Rp. 500,000 - Rp. 1,500,000;
- b. Injector replacement: Rp 1,000,000 - Rp 3,000,000 per unit;
- c. Replacement of damaged engine components: varies depending on the level of damage. (Asosiasi industri sepeda motor indonesia (AISI), n.d.)

In addition to direct repair costs, consumers also experience other economic losses, such as Loss of productive time while the vehicle is being repaired, alternative transportation costs, and decreased vehicle resale value due to a history of engine damage. In addition to material losses, there are also intangible losses, which refer to losses that cannot be directly measured in monetary terms but are still felt by consumers. In the context of using adulterated fuel, the immaterial losses experienced by consumers include feeling disappointed and losing deep trust due to being victims of adulterated fuel, especially if the fuel purchase is made at a gas station that should be trusted. This causes a loss of consumer trust in fuel business actors. (Susanto, 2018)

Discomfort and Activity Disruption due to vehicle damage due to adulterated fuel disrupts consumers' daily activities, such as: 1. Impaired mobility for work or activities, 2. stress and anxiety due to uncertainty about vehicle condition. Legal protection for consumers due to the use of adulterated fuel can be divided into two forms, namely preventive and repressive protection. Preventive protection is implemented through the establishment of fuel quality standards, the requirement to provide clear information, and a government-mandated monitoring and certification system.

Meanwhile, repressive protection is carried out through dispute resolution mechanisms, including both litigation and non-litigation, via BPSK, the imposition of obligations on business actors to provide compensation, and the imposition of administrative and criminal sanctions on business actors proven to have violated the provisions of laws and regulations. Losses experienced by consumers due to the use of adulterated fuel encompass both material and intangible losses. Material losses include damage to engine components, such as the injection system, combustion chamber, and catalytic converter; decreased vehicle performance; and repair and maintenance costs ranging from millions to tens of millions of rupiah. Immaterial losses include the loss of productive time and the opportunity to earn income,

From a doctrinal perspective, the liability of business actors distributing adulterated fuel is primarily based on strict product liability under Article 19 UUPK. Consumers are not required to prove fault; they only need to establish product defect, loss, and causation. This aligns with modern consumer protection theory, which prioritizes consumer safety over contractual formalism (Micklitz, H. W., Reich, N., & Weatherill, 2020). Simultaneously, the distribution of adulterated fuel constitutes an unlawful act (onrechtmatige daad) under Article 1365 of the Civil Code. The coexistence of strict liability and fault-based liability strengthens consumer protection but creates procedural complexity in practice, particularly regarding forum selection.

The case of Pertamina Patra Niaga's response to consumer complaints illustrates partial compliance with legal obligations. While the establishment of complaint posts and compensation mechanisms reflects corporate responsibility, conditioning compensation on proof of purchase places an excessive evidentiary burden on consumers, many of whom transact without formal receipts. This practice contradicts the spirit of strict liability, which seeks to alleviate consumer proof burdens. (Howells, G., Ramsay, I., & Wilhelmsson, 2021)

3.2 Responsibility of Business Actors Trading Mixed Fuel for Consumer Losses

In the context of product liability, a product is generally defined as any object that is visually and physically perceptible, whether moving or stationary. However, within the framework of product liability, the term 'product' extends beyond material objects to include immaterial entities, such as electrical energy, natural products like food, pets, or household appliances. Furthermore, this definition of a product encompasses not only finished goods but also their components and parts. The term "product liability" derives from the concept of *product liability*. Product liability specifically refers to the legal obligations that manufacturers are subject to. (MarcelinoCakraLumeno et al., 2025)

The principle of absolute liability within the legal framework of consumer protection is applied to hold business actors, particularly producers, liable for harm caused to consumers by the products they

produce. This principle of product liability stipulates that producers are liable for losses suffered by consumers due to the use of the products they market. In the context of civil law, product liability *refers to* the obligation of producers and parties involved in the distribution of a product to pay compensation jointly and severally in full. This responsibility is absolute and without *liability*. Article 19 paragraph (1) of Law Number 8 of 1999 concerning Consumer Protection expressly states: "Business actors are responsible for providing compensation for damage, pollution, and/or losses suffered by consumers due to consuming goods and/or services produced or traded." (Pada et al., 2016)

Legal Basis for Business Actor's Responsibilities. The liability of business actors who trade in adulterated fuel is regulated in various laws and regulations in Indonesia, which comprehensively protect consumers.

Law Number 8 of 1999 concerning Consumer Protection (UUPK) serves as the main foundation in regulating the responsibilities of business actors towards consumers. Article 19 paragraph (1) of the UUPK states: "Business actors are responsible for providing compensation for damage, pollution, and/or losses to consumers resulting from consuming goods and/or services produced or traded. This provision indicates that business actors have absolute responsibility (*strict liability*) to provide compensation to consumers who experience losses as a result of products they have traded. In the context of adulterated fuel, business actors who sell adulterated fuel are liable for any damage to consumers' motor vehicles that arises from the use of the adulterated fuel. (Indonesia, 1999)

Civil Code. In civil law, the obligations of business actors can be determined based on provisions regarding unlawful acts (*onrechtmatige daad*) as regulated in Article 1365 of the Civil Code, which states: "Every unlawful act, which causes loss to another person, requires the person whose fault causes the loss, to compensate for the loss. In this context, the sale of adulterated fuel fulfills the elements of an unlawful act, namely:

- a. There is an act (selling adulterated fuel)
- b. This act is against the law (violates quality standards and fuel trade provisions)
- c. There was an error (the business actor knew or should have known that the fuel sold did not meet standards)
- d. There is a loss (damage to the consumer's vehicle)
- e. There is a causal relationship between the act and the loss. (Agustina, n.d.)

Forms of Responsibility of Business Actors. PT Pertamina Patra Niaga has affirmed its readiness to provide compensation to consumers in East Java who have purchased Pertalite fuel and experienced engine problems or had their vehicles stall. Pertamina Patra Niaga President Director, Mars Ega Legowo, stated that the company will provide compensation if consumers fulfill the required mechanisms, including proof of fuel purchase at a Pertamina Public Fuel Station. Ega explained that

proof of purchase is necessary due to the large number of Pertalite bottles sold by stalls. He emphasized that Pertamina will only accept claims based on proof of purchase directly at Pertamina gas stations.

Furthermore, consumers must submit proof of fuel purchase to the complaint post, either through online channels such as social media, call centers, email, or physical posts. Ega emphasized, "As a form of our concern and loyalty program, we also want to find solutions for the community, because currently we are receiving complaints through all channels, including social media, contact centers, and offline." Ega noted that there have been 290 consumer complaints regarding fuel quality, with 99 percent of these complaints coming from two-wheeled motor vehicles.

He stated that nearly half, or 50 percent, have been resolved. So far, Pertamina Patra Niaga, together with the Oil and Gas Agency and the Ministry of Energy and Mineral Resources, has conducted inspections at approximately 300 gas stations in the Pantura region of East Java, from Tuban, Lamongan, Gresik, Surabaya, to Bojonegoro and Malang, to investigate allegations of mixing Pertalite fuel with water. (Fajri, 2025)

The responsibilities of business actors who trade adulterated fuel can be divided into several forms: Responsibility. Based on the consumer protection law, Article 19 paragraph (1) of the Consumer Protection Law states that "Business actors are responsible for providing compensation for damage, pollution, and/or consumer losses due to consuming goods and/or services produced or traded." This provision places PT Pertamina in a position of absolute responsibility for all losses suffered by consumers as a consequence of the products it trades.

Article 19 paragraph (2) of the Consumer Protection Law further regulates that compensation can be in the form of a refund or substitution and/or services of the same type or equivalent value, or health care and/or compensation in accordance with the provisions of applicable laws and regulations. In the context of adulterated fuel, PT Pertamina is obligated to provide compensation demanded by consumers, including the cost of repairing damaged vehicles, replacing damaged engine components, and other incidental losses.

Based on the Civil Code, the perpetrators of adulterated fuel businesses have responsibilities in several forms: Liability Based on Default, namely if there is a contractual relationship between the business actor and the consumer, then the provisions of default can be applied as regulated in Article 1243 of the Civil Code which states: "Reimbursement of costs, losses and interest due to failure to fulfill an obligation, only begins to be required, if the debtor, after being declared negligent in fulfilling his obligation, continues to neglect it, or if something that must be given or made, can only be given or made within the time limit that has passed. Secondly, there is responsibility based on unlawful acts. As explained previously, the sale of adulterated fuel constitutes an unlawful act, as per Article 1365 of the Civil Code. Business actors are obligated to compensate consumers for losses incurred as a result of

their actions. (ICW, 2022; Kassenova, 2019; Levi, 2020) Thirdly, there is Product Liability. Product liability refers to the responsibility of producers or business actors for losses incurred by consumers due to the use of defective or non-standard products. In the context of adulterated fuel, business actors are absolutely responsible for losses that arise, without needing to prove the existence of Intentional or negligent conduct. Consumers only need to prove that: -There is a defect in the product (mixed fuel does not meet standards)- Consumers experience losses (vehicle damage)- There is a causal relationship between product defects and losses. (Saputra, n.d.)

Product liability emphasizes that business actors are liable for the losses experienced by consumers due to defective or non-standard products. Within the framework of the Consumer Protection Act, specifically Article 19 paragraph (1), the responsibility of business actors is absolute, so that consumers only need to prove the existence of product defects and losses. (Barak, 2020; Muladi, 2021; Safitri, M. A., Arizona, Y., & Sirait, 2023)

In the case of adulterated fuel, the sale of substandard products constitutes a clear unlawful act under Article 1365 of the Civil Code. Damage to consumers' vehicles is evidence of a causal relationship between the product defect and the resulting loss. Therefore, businesses, including Pertamina, cannot avoid their legal obligation to provide compensation if the defect originates from their official distribution channels. Pertamina's efforts to open a complaint post are a positive step, but they do not eliminate inherent legal obligations. This case emphasizes that consumer protection cannot be simply regulated normatively but must be consistently enforced. The sale of adulterated fuel must be viewed as a serious violation that requires strict oversight, high accountability, and firm law enforcement to ensure certainty and justice for consumers.

Key enforcement barriers identified include:

- a. Weak preventive supervision and limited laboratory testing capacity;
- b. Information asymmetry between consumers and fuel distributors.
- c. Difficulties in proving causation between fuel quality and engine damage.
- d. Low effectiveness and uneven performance of BPSK institutions.

Compared to the European Union, the United States employs a stricter product liability framework, characterized by stronger recall mechanisms and independent testing bodies, while emphasizing the use of punitive damages and class actions. Indonesia's framework remains normatively adequate but institutionally fragile. (Bank, 2022; OECD, 2021; Susanti, D., & Prasetyo, 2020)

The findings indicate that consumer protection against adulterated fuel cannot rely solely on normative regulation. Stronger supervision, independent fuel testing facilities, procedural simplification for consumer claims, and enhanced BPSK authority are required to ensure legal certainty and justice.

4. CONCLUSION

This study concludes that the circulation of adulterated fuel constitutes a serious violation of consumer rights and poses significant legal and safety risks. Although Indonesian law provides preventive and repressive forms of consumer protection through fuel quality standards, supervision, and dispute resolution mechanisms, the implementation of these protections remains largely ineffective. Preventive supervision tends to be reactive, allowing adulterated fuel to reach consumers before regulatory intervention occurs, thereby undermining legal certainty and consumer trust.

From a legal perspective, adulterated fuel qualifies as a defective product that triggers strict liability under Article 19 of the Consumer Protection Law (UUPK), requiring business actors to compensate consumers without proof of fault. At the same time, the distribution of adulterated fuel also fulfills the elements of an unlawful act under Article 1365 of the Civil Code, strengthening the basis for business actor responsibility. However, in practice, consumers continue to face significant barriers to justice due to weak enforcement, limited institutional capacity of dispute resolution bodies such as BPSK, and excessive evidentiary burdens that contradict the protective purpose of strict liability.

Based on these findings, this study recommends strengthening preventive supervision through mandatory random fuel quality testing, supported by independent laboratories, applying sanctions more consistently to create an effective deterrent, and enhancing the institutional capacity of BPSK through procedural simplification and digital complaint mechanisms.

Additionally, evidentiary requirements for consumer claims should be simplified by introducing presumptions of defect once regulatory violations are established. This study is limited to normative legal analysis; therefore, future research should incorporate empirical and comparative approaches to assess the effectiveness of enforcement and improve consumer protection against adulterated fuel.

REFERENCES

Agustina, R. (n.d.). *Perbuatan melawan hukum*.

Ariel Putra Yusriansyah, Dinda Apriandini , Vita Alliciana, D. A. (2025). *LETTERLIJK: JURNAL HUKUM PERDATA*. 2(1).

Asosiasi industri sepeda motor indonesia (AISI). (n.d.). *laporan dampak bbm tidak standar terhadap industri otomotif*.

Asshiddiqie, J. (2021). Constitutional Dynamics in Indonesia's Decentralization Framework. *Indonesia Law Review*, 11(2), 123–145.

Bank, W. (2022). *Governing energy resources for sustainable development*. World Bank Publications. <https://doi.org/https://doi.org/10.1596/978-1-4648-1824-4>

Barak, A. (2020). *Purposive interpretation in law* (2nd ed.). Princeton University Press.

Bogdan, R. C., & Biklen, S. K. (2007). *Qualitative research for education: An introduction to theories and methods* (5th ed.). Pearson Education.

Butt, S., & Lindsey, T. (2020). *Indonesian law* (4th ed.). Oxford University Press. Oxford University Press. <https://doi.org/https://doi.org/10.1093/he/9780198838743.001.0001>

Creswell, J. W., & Poth, C. N. (2018). *Qualitative inquiry and research design: Choosing among five approaches* (4th ed.). SAGE Publications.

Edner, A., & Arizona, Y. (2019). Adat law and land governance. *Journal of Legal Pluralism*, 51(3), 309–332.

Esther Masri, S.H., M. K., Dr. Otih Handayani, S.E, S.H., M. H., Rama Dhianty, S.H., M. H., & Sri Wahyuni, S.H., M. H. (2018). *Buku Ajar Buku Ajar Hukum Perlindungan Konsumen*.

Fajri, M. (2025). *Pertamina Siap Ganti Rugi ke Warga Jatim yang Motornya Brebet karena Pertalite*. Kumparan BISNIS.

Goh, B. (2017). Putrajaya and administrative reform. *Asian Politics & Policy*, 9(4), 643–660.

Howells, G., Ramsay, I., & Wilhelmsson, T. (2021). *Handbook of consumer law* (2nd ed.). Edward Elgar Publishing. <https://doi.org/https://doi.org/10.4337/9781788970552>

ICW. (2022). *Corruption risks in strategic infrastructure projects*. Policy Brief.

Indonesia, P. R. (1999). Undang-Undang Republik Indonesia Nomor 8 Tahun 1999 Tentang Perlindungan Konsumen. *Peraturan Pemerintah Republik Indonesia*, 2003(1), 1–46.

Kassenova, N. (2019). Capital Relocation and Elite Politics in Kazakhstan. *Central Asian Survey*, 38(2), 215–231.

Levi, M. (2020). *White-collar crime*. Oxford University Press. Oxford University Press.

MarcelinoCakraLumeno, MercyM.M.Setlight, & AnastasiaEmmyGerungan. (2025). tanggung jawab pertamina atas pemalsuan produk pertamax dalam kerangka perlindungan konsumen. *Jurnal Fakultas Hukum UNSRAT*.

Micklitz, H. W., Reich, N., & Weatherill, S. (2020). *European consumer law* (2nd ed.). Intersentia. <https://doi.org/https://doi.org/10.1017/9781780687632>

Miles, M. B., & Huberman, A. M. (1994). *Qualitative Data Analysis: An Expanded Sourcebook*. SAGE Publications.

Morris, C., & Murphy, C. (2022). *Getting started with legal research* (3rd ed.). Routledge. <https://doi.org/https://doi.org/10.4324/9781003154550>

Muladi. (2021). Criminal law policy in combating corruption in Indonesia. *Journal of Law and Justice*, 9(2), 89–104.

Neuman, W. L. (2014). *Social Research Methods: Qualitative and Quantitative Approaches* (7th ed.) (Pearson (ed.)).

OECD. (2020). *Consumer policy and fraud: Fighting scams and empowering consumers*. Publishing, OECD.

<https://doi.org/https://doi.org/10.1787/5cdbc7ea-en>

OECD. (2021). *Consumer policy and product safety*. OECD Publishing.
<https://doi.org/https://doi.org/10.1787/8c6f1f3c-en>

Pada, D., Hukum, F., Sam, U., & Manado, R. (2016). *PRODUCT LIABILITY DAN PROFESIONAL LIABILITY DI INDONESIA*. 9, 1–10.

Palar, M. R., Santoso, T., & Wijaya, A. (2023). Fuel governance and consumer protection in Indonesia: Regulatory challenges and enforcement gaps. In *Energy Policy*, 176, 113508.
<https://doi.org/https://doi.org/10.1016/j.enpol.2023.113508>

Palar, M. K., Maramis, M. M., & Marthin Doodoh. (2025). *Jurnal Fakultas Hukum, Universitas Sam Ratulangi Jurnal Fakultas Hukum, Universitas Sam Ratulangi Vol. 13 No . 4 (2025): Lex _ Crimen*. 13(4).

Puteri Hikmawati, S.H., M. H. (n.d.). tanggung jawab pelaku usaha dalam perlindungan konsumen:perbandingan pengaturan beberapa negara. *FOREIGN LEGISLATION ANALYSIS*.

Rachman, I. N. (2016). *Politik Hukum Pengelolaan Sumber Daya Alam Menurut Pasal 33 UUD 1945*. 22.

RI, P. (2008). *Peraturan Menteri Energi dan Sumber Daya Mineral Nomor 32 Tahun 2008 tentang Penyediaan, Pemanfaatan dan Tata Niaga Bahan Bakar Nabati (Biofuel) Sebagai Bahan Bakar Lain*. 1–18.

Safitri, M. A., Arizona, Y., & Sirait, M. (2023). Indigenous Peoples' Rights in Indonesia's Development Agenda. *Asian Journal of Law and Society*, 10(4), 245–262.

Saputra, A. R. (n.d.). Tanggung Jawab Pelaku Usaha Terhadap Produk Cacat Menurut UU Perlindungan Konsumen. *Jurnal Ilmu Hukum*, Vol. 5, No. 1 (2016): 93.

Saragih, B. R., & Nugroho, H. (2021). State control over oil and gas resources under Indonesian constitutional law. *Journal of Energy & Natural Resources Law*, 39(4), 487–505.
<https://doi.org/https://doi.org/10.1080/02646811.2021.1908314>

SETNEG. (2012). *UU No.22 Tahun 2001 Tentang Minyak dan Gas Bumi*. 1–5.

Silverman, D. (2016). *Qualitative research (4th ed.)*. SAGE Publications.

Sugiarto, B. (n.d.). *analisis dampak penggunaan bahan bakar minyak terhadap kinerja mesin kendaraan bermotor*.

Sugiyono. (2017). *Metode Penelitian Kuantitatif, Kualitatif, dan R&D*. Alfabeta.

Susanti, D., & Prasetyo, A. (2020). Product Liability and Consumer Rights Protection in Indonesia. *Journal of Legal, Ethical and Regulatory Issues*, 23(4), 1–9.
<https://doi.org/https://doi.org/10.2139/ssrn.3721184>

Susanto, H. (2018). *hak-hak konsumen jika dirugikan*.

Wetboek, B. (n.d.). *kitab undang-undang hukum perdata*.

World Bank. (2019). *World Development Report 2019: The Changing Nature of Work*. World Bank

Publications.

