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Law Enforcement from the Perspective of Consumer Rights Protection in Indonesia and Germany

Anak Agung Sagung Ngurah Indradewi[1]

Abstract

Consumer protection is an essential component of a legal system that seeks to maintain a balance between consumers and business actors. Indonesia regulates consumer protection principally through Law Number 8 of 1999 on Consumer Protection, whereas Germany employs a more integrated regulatory framework through the German Civil Code (Bürgerliches Gesetzbuch/BGB) and European Union consumer protection legislation. This study aims to compare the legal frameworks, consumer rights, business obligations, and enforcement mechanisms in Indonesia and Germany. The research employs normative legal research with statutory, conceptual, and comparative approaches. The analysis indicates that Indonesia has a comprehensive general consumer protection statute that establishes consumer rights, business obligations, prohibited conduct, dispute resolution mechanisms, and institutional arrangements. Germany, by contrast, regulates consumer protection through interconnected civil law provisions and European Union rules, particularly concerning distance contracts, withdrawal rights, unfair contractual terms, and conformity of goods. Both systems seek to protect consumers and promote fair transactions, but they differ in regulatory structure and the legal mechanisms used to implement consumer rights. This study recommends strengthening the consistency of Indonesian consumer protection rules, improving digital consumer protection, and developing more effective enforcement and dispute resolution mechanisms.

Keywords: Consumer Protection; Comparative Law; Indonesia; Germany; Consumer Rights.

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[1] Lecturer, Faculty of Law Dwijendra University, sagungindradewi@gmail.com

1. Introduction

Consumer protection is one of the important elements in building a legal system oriented toward justice and public welfare. In economic activity, consumers and business actors do not always stand in a balanced position. Business actors generally have greater command of information regarding the characteristics of goods, the quality of services, the risks of using products, and the terms of transactions. Such an imbalance can cause harm to consumers if it is not accompanied by an adequate legal protection mechanism.

In Indonesia, consumer protection finds its principal regulatory basis in Law Number 8 of 1999 on Consumer Protection (hereinafter referred to as UUPK). The law was enacted to provide legal certainty, to enhance the dignity and standing of consumers, and to create a balance between the interests of consumers and business actors. Article 1 point 1 of the UUPK defines consumer protection as all efforts that guarantee legal certainty in order to provide protection to consumers (Republik Indonesia, 1999, Article 1 point 1). The status and development of the provisions of that law need to be read together with the development of related regulations and relevant court decisions.

In an international context, Germany is an interesting country for comparison because its consumer protection system has been developed through national civil law that interacts with European Union law. Consumer protection provisions can be found in the Bürgerliches Gesetzbuch (BGB), among others on consumer contracts, distance contracts, the right of cancellation or withdrawal from a contract, and the sale of goods to consumers. These provisions are supplemented by the European Union legal framework governing pre-contractual information, rights of cancellation for certain transactions, and protection in consumer contracts (European Commission, n.d.).

The difference in the regulatory structure of the two countries makes it important to study. Indonesia relies on a special statute as a general framework, whereas Germany regulates various aspects of consumer protection through a number of civil law provisions and supranational regulations that apply within the European Union framework. This difference does not in itself indicate that one system is always better, because the effectiveness of legal protection is also determined by business actors' compliance, consumers' access to complaint mechanisms, the proof of loss, and the enforcement of decisions.

Comparative legal studies are needed to identify similarities, differences, and possibilities for developing national law. Rumiartha and Indradewi (2020), in their article The Concept of Consumer Protection: An International Cultural Perspective, discuss the concept of

consumer protection from an international cultural perspective. That perspective is relevant for positioning consumer protection not merely as a matter of written norms, but also as part of the relationship between law, social values, and the transactional practices of society.

In addition, thinking on the rule of law and equality before the law can be used to strengthen the basis of the analysis. Rumiartha (2022) explains the connection between A.V. Dicey's rule of law* theory and the Indonesian legal system. That framework is relevant for assessing that consumer protection requires clear rules, consistent application of the law, and accountability mechanisms that are accessible to the public.

Based on that background, this study discusses a comparison of the regulation of consumer protection in Indonesia and Germany, focusing on the regulatory framework, consumer rights, business actors' obligations, dispute resolution, and the possible development of consumer protection law in Indonesia.

2. Problem Formulation and Research Method

The problem formulation of this study is: how is consumer protection regulated under Indonesian and German law with regard to the enforcement of consumer protection rights? Research Method. This study employs a normative legal research method, namely research that examines legal norms, legal principles, and doctrines relating to consumer protection. The approaches used include the statute approach, the conceptual approach, and the comparative approach.

Primary legal materials include Law Number 8 of 1999 on Consumer Protection, the German Civil Code (Bürgerliches Gesetzbuch), and Directive 2011/83/EU on consumer rights together with its relevant amendments. Secondary legal materials include books and scholarly articles relevant to the research topic. The analysis is conducted qualitatively by identifying the structure of norms, comparing the substance of the regulations, and evaluating the possibilities for developing national law. This comparison is not intended to transplant German provisions directly into Indonesia, but to identify principles and mechanisms that can be adapted to the national legal system.

3. Analysis and Discussion

3.1 Regulation of Consumer Protection in Indonesia

Law Number 8 of 1999 on Consumer Protection is the general legal basis for consumer protection in Indonesia. Its enactment was driven by the need to guarantee the quality, quantity, and safety of the goods or services obtained by consumers while creating a balanced relationship between consumers and business actors (Republik Indonesia, 1999).

Article 2 of the UUPK provides that consumer protection is based on the principles of benefit, justice, balance, consumer security and safety, and legal certainty. These principles show that consumer protection is aimed not only at addressing harm after a transaction, but also at forming a responsible order of economic relations.

Consumer rights are regulated in Article 4 of the UUPK. These rights include the right to comfort, security, and safety in consuming goods and/or services; the right to choose; the right to correct, clear, and honest information; the right to have one's opinions and complaints heard; and the right to obtain compensation, damages, or replacement if the goods or services do not conform to the agreement or to legal provisions.

Those rights correspond to the obligations of business actors as regulated in Article 7 of the UUPK. Business actors are obliged to act in good faith in carrying out their business activities, to provide correct and honest information, to treat consumers properly and without discrimination, and to provide compensation in circumstances determined by law. Thus, the UUPK establishes a reciprocal relationship between consumer rights and business actors' obligations.

The UUPK also regulates prohibitions on business actors, including the provision in Article 8 concerning the production or trade of goods and services that do not meet the required standards or provisions. Article 18 regulates restrictions on certain standard clauses that may harm consumers. These provisions are important because the content of contracts is often drafted by business actors, while consumers have only limited opportunity to accept or reject the terms offered.

In terms of liability, Article 19 of the UUPK regulates the responsibility of business actors to provide compensation for damage, pollution, and/or losses suffered by consumers as a result of consuming goods and/or services produced or traded. The application of that article must still take into account the legal elements, the form of the loss, the relationship between the product or service and the loss, and other provisions applicable to particular types of transactions.

In dispute resolution, Article 45 of the UUPK provides a basis for aggrieved consumers to sue business actors through an institution tasked with resolving consumer disputes or through the general courts in accordance with legal provisions. The Consumer Dispute Settlement Agency (Badan Penyelesaian Sengketa Konsumen, BPSK) also obtains a role under the arrangements in the UUPK.

The Constitution of Indonesia is the primary foundation of laws and regulations aimed at the welfare of the people (Marwanto, et al., 2024), including in this case the UUPK. Based on the UUPK framework described above, the main advantage of the Indonesian system is the availability of a single general statute that contains the rights and obligations of the parties, prohibitions on certain conduct, the liability of business actors, and dispute resolution mechanisms. Nevertheless, the existence of written norms does not automatically guarantee the effectiveness of protection. Supervision, consumer literacy, the affordability of dispute resolution processes, and the enforcement of decisions continue to determine the outcome of legal protection.

3.2 Regulation of Consumer Protection in Germany

In contrast to Indonesia, Germany does not rely on a single general statute identical to the UUPK as the sole framework for consumer protection. Such protection has been developed through civil law provisions, sectoral rules, and European Union regulations applied within the national legal system.

One of its main instruments is the Bürgerliches Gesetzbuch (BGB), namely the German Civil Code. In the BGB, provisions on consumer contracts are found, among others, in §§ 312 et seq. These provisions cover the information that must be given to consumers, contracts concluded outside business premises, distance contracts, and the right to withdraw from a contract in circumstances determined by law (Federal Ministry of Justice and Federal Office of Justice, n.d.).

The articles of the BGB need to be read according to their original numbering system, which uses the § symbol. For example, § 312 regulates the scope of the provisions on consumer contracts, while § 312g regulates the right of withdrawal for contracts concluded outside business premises and distance contracts, subject to a number of exceptions.

Furthermore, § 355 BGB regulates the exercise of the right of withdrawal where that right is granted by law. In principle, that provision provides a period of 14 days, unless a special provision determines otherwise. This right does not apply without exception to every type of transaction, so its scope and exceptions must be examined under the relevant provisions.

Consumer protection with respect to goods is also regulated through the sale of goods provisions in the BGB, including §§ 434 et seq. on defects in goods and §§ 474–479, which regulate specific aspects of the sale of consumer goods. This framework provides a legal basis for consumers to demand redress where goods do not meet the requirements determined by law.

The legal complexity surrounding traditional knowledge held by indigenous communities likewise requires state protection in the context of consumer protection rights (Rosa Maria Ballardini, 2021). Besides national law, Germany is bound by the European Union consumer protection framework. Directive 2011/83/EU on consumer rights harmonises a number of aspects of transactions between consumers and business actors, including pre-transaction information obligations and rights of cancellation in certain transactions. This instrument has been amended, so legal analysis used for concrete cases must refer to the relevant version and implementing provisions (European Parliament and Council, 2011; European Commission, n.d.).

This system shows the character of German consumer protection as integrated into contract law and civil law, supported by European Union harmonisation. Consumers obtain protection not only through prohibitions on certain business conduct, but also through contractual rights, remedies for non-conformity of goods, and the right to withdraw from certain types of contracts.

However, an approach that is spread across several legal instruments also has its challenges. Consumers need to understand the rules relevant to the type of transaction, the nature of the product, the way the contract is made, and the exceptions that apply. Therefore, an integrated system does not always mean simpler for the public, although it can provide more detailed regulation for certain types of transactions. Legal policy regarding a regulation, in this case including legal policy (Astariyani, 2023), in the context of consumer protection law is essentially a policy issued by the government.

3.3 Comparison of the Indonesian and German Legal Frameworks

Aspect	**Indonesia**	**Germany**
Main framework	Law No. 8 of 1999 on Consumer Protection	BGB, sectoral rules, and European Union consumer protection law
Regulatory structure	A special statute containing the general framework for consumer protection	Integrated into civil law and various legal instruments
Right to information	Regulated, among others, in Articles 4 and 7 of the UUPK	Regulated in consumer contract provisions and relevant European Union regulations

Contract clauses	Article 18 of the UUPK prohibits certain standard clauses	BGB provisions on general contract terms and related consumer protection rules
Distance contracts	Protection derives from the UUPK and relevant sectoral or electronic transaction regulations	BGB §§ 312 et seq. and relevant European Union rules
Right of withdrawal	There is no general 14-day right of cancellation for all transactions; it depends on the applicable rules	Available for certain types of contracts, subject to requirements and exceptions
Defective goods and compensation	UUPK, including Article 19, and related provisions	Sale of goods provisions in the BGB and special rules on the sale of consumer goods
Dispute resolution	Courts and alternative mechanisms, including BPSK within its authority	Courts and dispute resolution mechanisms available under national and European Union law

Source: compiled from the UUPK, the BGB, and Directive 2011/83/EU.

In terms of structure, Indonesia is more readily recognisable through a special statute that gathers the basic principles of consumer protection. Germany relies on regulation that is more integrated into civil law and European Union regulations. This difference affects how consumers, business actors, and law enforcement officials find and apply the relevant provisions.

Human rights are rights protected by the constitution (Rumiartha, 2022), including in this case. In terms of consumer rights, in the context of regulation in Germany, both countries recognise the importance of adequate information, protection against goods or services that do not conform, and redress for loss. However, the right of withdrawal in distance contracts shows an important difference. In Germany, that right is specifically regulated within the framework of the BGB and European Union law, but remains limited by the applicable scope and exceptions. In Indonesia, it is not appropriate to equate that right with a general right of cancellation that applies to every purchase.

In terms of contracts, the UUPK expressly regulates prohibited standard clauses. In the German system, protection against unfair contract terms must be analysed under the BGB provisions on general contract terms and the relevant consumer protection rules. This

difference in legislative technique shows that similar protection can be achieved through different normative structures.

In terms of remedies, both systems provide a legal basis for demanding the fulfilment of rights or compensation in accordance with the applicable requirements. However, their effectiveness cannot be concluded merely by comparing the wording of the statutes. Empirical research is needed on the number of complaints, dispute resolution times, business actors' level of compliance, litigation costs, and the success of enforcing decisions in order to assess the outcomes of protection more comprehensively.

Consumer Protection in Digital Transactions. The development of electronic commerce gives rise to new problems in consumer protection. Consumers can buy goods or services without seeing the product directly, receive incomplete information, face non-transparent additional costs, or experience difficulty when submitting returns and complaints.

In the Indonesian system, the principles of information transparency, security, and the responsibility of business actors in the UUPK remain relevant to digital transactions. Their application needs to be read together with regulations on trade through electronic systems, electronic transactions, personal data protection, and sectoral rules according to the character of the services traded.

In Germany, protection in digital transactions relates to the consumer contract provisions in the BGB and European Union rules. That legal framework regulates pre-contractual information obligations and the right of withdrawal in distance contracts that meet the legal requirements. However, not all digital transactions automatically give rise to the same right of withdrawal, and digital products have special provisions that must be examined separately.

This comparison shows that digital consumer protection requires more than the mere recognition of rights. Consumers need to receive understandable information, easily accessible complaint mechanisms, certainty regarding the identity of the business actor, and an effective remedy process when loss occurs.

Indonesia may consider strengthening digital information obligations, cost transparency, clarity of return procedures, and cross-platform complaint handling. Such development needs to be carried out through adaptation to the Indonesian legal system, not by directly copying German or European Union provisions.

Consumer protection is, in essence, a matter of the rule of law because it relates to the certainty of norms, equality of standing, the restriction of arbitrary action, and the availability

of mechanisms to hold parties accountable. Consumers who suffer loss must have real access to complaint and dispute resolution procedures.

In the article Correlation Theory of A.V. Dicey Perspective of the Rule of Law in Indonesia, Rumiartha (2022) discusses the relationship between A.V. Dicey's rule of law theory and the Indonesian legal system. The article emphasises the relevance of equality before the law and the requirement that power be exercised within the bounds of law. In the context of consumer protection, that principle can be used as a conceptual framework for assessing whether consumers have an effective opportunity to defend their rights when facing business actors.

That idea does not mean that rule of law theory directly determines the content of every consumer protection norm. Its relevance lies in the principle that rights granted by regulations must be supported by clear and non-discriminatory enforcement mechanisms.

Meanwhile, the article by Rumiartha and Indradewi (2020), The Concept of Consumer Protection: An International Cultural Perspective, is directly relevant to this study because it discusses consumer protection from an international cultural perspective. That perspective can be used to understand that the application of law is influenced by social conditions, transactional customs, legal awareness, and the relationship between consumers and business actors.

In comparing Indonesia and Germany, differences in legal culture and institutional structure need to be taken into account so that reform recommendations do not merely imitate foreign norms. A norm that is effective in one country does not necessarily produce the same impact if applied without considering the social context, the judicial system, supervisory capacity, and public access to legal aid.

Furthermore, a systematic method of regulatory analysis can also be used to assess the need for consumer protection reform. Rumiartha, Astariyani, Sukma Wedayanti, and Yasana Putri (2023), in their article Metode Rule Identification Urgency Solution (RIUS) dalam Penyusunan Naskah Akademik Peraturan Daerah (The Rule Identification Urgency Solution (RIUS) Method in Drafting Academic Papers for Regional Regulations), offer a method of drafting academic papers that emphasises the identification of rules, urgency, and solutions. Although that article focuses on the drafting of academic papers for regional regulations, its framework for identifying problems and the need for solutions can be used as methodological inspiration in evaluating the need to update consumer protection policy.

Its use in this study is an analytical development, not a claim that RIUS was specifically designed or has been tested for reform of consumer protection legislation. If applied, the analysis can begin by identifying regulatory gaps, determining urgency on the basis of measurable problems, and then formulating solutions that suit the needs of society and the national legal system.

Thus, Rumiartha's thinking on consumer protection, the rule of law, and the drafting of regulations provides complementary conceptual foundations. Effective consumer protection is not sufficient with substantive norms alone, but also requires clarity of rules, suitability to the needs of society, and enforcement mechanisms that can be carried out.

Directions for Strengthening Consumer Protection Law in Indonesia. Based on the results of the comparison, there are several directions of strengthening that policymakers in Indonesia may consider.

First, the harmonisation of consumer protection regulations needs to be strengthened. The UUPK needs to be read together with sectoral regulations and digital transaction regulations so that the rights and obligations of the parties do not give rise to uncertainty in implementation.

Second, consumer protection in distance contracts and electronic transactions needs to be continuously evaluated. Business actors should provide transparent information on prices, additional costs, identity, the characteristics of goods or services, cancellation terms, and complaint procedures. The right of return or cancellation needs to be clearly formulated according to the type of transaction and the applicable legal provisions.

Third, dispute resolution mechanisms need to be made more accessible. Information on the authority of dispute resolution institutions, complaint procedures, costs, time limits, and the legal consequences of settlement must be understandable to consumers. The use of electronic systems may be considered as long as it guarantees data security, accessibility, and certainty of process.

Fourth, the supervision and accountability of business actors need to be strengthened. Supervision must be supported by inter-agency coordination, an integrated complaint system, and the consistent enforcement of sanctions based on law.

Fifth, consumer literacy needs to be improved. Consumers must understand their rights, how to check product information, the procedure for submitting complaints, and the proof of transaction that needs to be kept. At the same time, business actors need to understand that

compliance with consumer protection is part of legal responsibility and sustainable business practice.

Sixth, every reform proposal needs to be based on accountable research. The approach of identifying problems, determining urgency, and formulating solutions can be used to compile regulatory recommendations systematically. Empirical assessment is also needed so that reform focuses not only on changing the wording of norms but also on the effectiveness of their implementation.

In the study put forward by Castaldi concerning the role of collective trademarks as an inclusive Intellectual Property Rights instrument for economic development, the study discusses the social and geographical dimensions of collective trademarks, which offer an alternative of shared ownership that benefits small groups as well as rural areas and developing countries (Castaldi C, 2025), and the determination of the parties entitled to control access to and make use of traditional knowledge (Miranda F, 2012),
that study relates to the analysis of collective ownership rights that must be protected in a regulation, including in the context of consumer rights that must be protected in a regulation.

Consumer protection is, in essence, a manifestation of the principle of the rule of law (rechtsstaat), which places legal certainty, equality before the law, restrictions on arbitrary action, and accountability as fundamental elements in the conduct of social and state life. In the relationship between consumers and business actors, legal protection is needed to overcome imbalances in bargaining position, information, and access to legal resources. Therefore, consumers who suffer loss must obtain effective access to complaint mechanisms, dispute resolution, and the restoration of their rights. From a comparative law perspective, that principle can be examined through Indonesia's consumer protection system under Law Number 8 of 1999 on Consumer Protection and the German legal system, which is grounded in national law and the European Union consumer protection framework. This comparison is important for assessing how each country translates the principle of the rule of law into consumer protection instruments that can be applied in practice.

In Indonesia, Law Number 8 of 1999 on Consumer Protection affirms that consumer protection aims to provide legal certainty, guarantee consumer rights, and encourage the responsibility of business actors. Article 4 regulates consumer rights, among others the right to correct information, security, fair treatment, and compensation for loss. Meanwhile, Article 19 regulates the responsibility of business actors to provide compensation in accordance with the

applicable provisions. Consumers may also pursue dispute resolution through out-of-court or court channels under Article 45 and Articles 47–48.

In Germany, consumer protection is regulated, among others, in the Bürgerliches Gesetzbuch (BGB), or the German Civil Code. The provisions of §§ 312 et seq. regulate consumer contracts, information obligations, distance transactions, and the right to cancel contracts under certain conditions. That framework is also related to the Consumer Rights Directive 2011/83/EU, which regulates consumer rights in transactions for goods and services in the European Union.

Comparatively, both countries position consumer protection as an instrument for maintaining a balanced relationship between consumers and business actors. The difference lies in the construction of the regulation: Indonesia has a special statute that formulates consumer rights, obligations, responsibility, and dispute resolution within a single framework, whereas Germany integrates many consumer protection provisions into national civil law under the influence of European Union legal harmonisation. This comparison does not in itself show that one system is always superior; effectiveness depends on the application of norms, access to justice, and the enforcement of decisions.

Consumer protection is a concrete embodiment of the principle of the rule of law because the law is not sufficient merely to recognise rights, but must also provide effective mechanisms to enforce them and restore them. Indonesia can strengthen the effectiveness of consumer protection through improved access to complaints, information transparency, supervision of business actors, and effective dispute resolution. Meanwhile, Germany's experience in regulating consumer contracts and digital transactions can serve as material for comparative learning. Thus, the measure of success in consumer protection is not merely the existence of regulations, but the ability of the legal system to guarantee justice, certainty, and the actual restoration of consumer rights.

4. Conclusion

Consumer protection in Indonesia and Germany shares aligned objectives, namely safeguarding consumer rights, encouraging the responsibility of business actors, and creating fair transactional relationships. Consumer protection is an important part of the legal system for maintaining a balanced relationship between consumers and business actors. Indonesia regulates consumer protection primarily through Law Number 8 of 1999 on Consumer Protection, whereas Germany uses an integrated regulatory framework through the German

Civil Code (Bürgerliches Gesetzbuch/BGB) and European Union consumer protection regulations.

The main difference lies in the structure of regulation. Indonesia uses Law Number 8 of 1999 on Consumer Protection as a general framework regulating consumer rights, business actors' obligations, certain prohibitions, liability, and dispute resolution. Germany has developed consumer protection through the BGB, sectoral provisions, and European Union law, which regulate, among others, consumer contracts, distance contracts, the right of withdrawal, and remedies for non-conforming goods.

The comparison shows that integrated regulation can provide detailed protection for certain types of transactions, but its effectiveness still depends on the clarity of norms and the ease of their application. Conversely, the existence of a special statute such as the UUPK provides a clear general framework, but requires harmonisation with the development of digital transactions and sectoral regulations.

Indonesia has a special statute that regulates the principles and institutions of consumer protection, whereas Germany applies protection through various civil law provisions and European Union regulations. Both systems share the same objective, namely to protect consumers and create fair transactions, but differ in the structure of regulation and the mechanisms of implementation. Indonesia needs to strengthen regulatory harmonisation, digital consumer protection, and the effectiveness of dispute resolution and law enforcement.

Therefore, Indonesia needs to consider strengthening digital consumer protection, regulatory harmonisation, access to dispute resolution, supervision of business actors, and improvement of consumer literacy. These recommendations must be adapted to the character of the national legal system.

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