

Analysis of the Decision on Consumer Protection for Objections to Sealing kWh Meters Carried Out by PT PLN UIW North Sumatra (Study Decision Number: 428/Pdt.SUS-BPSK/2023/PN-MDN)

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Article Information

Received: 2025-01-12
Revised: 2025-02-21
Accepted: 2025-04-31

Keywords:

Consumer Protection,
Sealing kWh Meter, PT
PLN UIW North
Sumatra

Abstract

The problem in this study is focused on how the Legal Regulations on Consumer Protection for Objections to Sealing kWh Meters carried out by the Implementation of P2TL by PT PLN UIW North Sumatra and the Judge's Considerations in consumer protection for objections to sealing kWh meters carried out by the implementation of P2TI by PT PLN UIW North Sumatra (study decision number: 428 / Pdt.Sus-BPSK / 2023 / PN-Mdn). This study aims to determine the Legal Regulations and Judge's Considerations. The research method used in this study is normative juridical, the results of this study indicate that the Legal Regulations are regulated in Article 56 Paragraph 2 of Law Number 8 of 1999 concerning Consumer Protection, Article 5 Paragraph 1 of Perma 1 of 2006 concerning Procedures for Submitting Objections and Article 29 Paragraphs (2) and (3) of Law Number 30 of 2009 concerning Electricity. The Judge's considerations consist of legal considerations, including, granting the Applicant's objection request to cancel the Decision of the Medan City Consumer Dispute Resolution Agency Number 022/Arbitration/2023/BPSK. Mdn Dated May 17, 2023 and stating that the Medan City Consumer Dispute Resolution Agency is not authorized to try this case. And filed an objection to the Medan District Court with Registration Number 428/Pdt.Sus- BPSK/2023/PN Mdn.

I. Introduction

Consumer protection is an important aspect of the Indonesian legal system, which aims to protect consumer rights from detrimental or unfair practices (Handayani, 2008) . Consumer protection is often still a problem in Indonesia (Mewu & Mahadewi, 2023) . Consumer protection needs to be improved because in daily economic activities, consumers often experience a sense of helplessness in dealing with business actors who harm them. (Jefri Hamzah et al., 2020) , (Haris, 2017) . Because of this condition, efforts have arisen to implement protection for the community who are considered consumers in the use of products in the form of goods or the use of products in the form of quality services where business actors act as producers of these products, which is something that is said to be urgent (Firman, 2015) . Moreover, there are quite a few business actors whose thinking orientation is only to show a profit-oriented nature which in conditions is only short-term without thinking about the security, welfare, and comfort of the community who are considered consumers who indirectly influence the sustainability of the business in long-term conditions (Nurhayati, 2015) . According to Sudaryatmo, consumers are considered not only to be in a situation where they are only in a situation where they can determine the goods or services that are considered best for them, while they are also faced with a situation where they are unable to make this determination because of the great power of the business actor (Sudaryatmo, 1999) .

Currently, electricity is an important thing and its existence is a supporter to realize a development (Martha & Pramusinto, 2015) . Many welfare activities use electrical energy. Increasing community prosperity and efforts to encourage an increase in the standard of living cannot be separated from the provision of electrical power. The importance of electrical energy for the community can be shown by the large use of electricity by the community both for household consumption and industry and trade on a local and national scale. (Fitriani et al., 2019) . Another thing that is no less important in relation to the function of electricity is the advancement of communication and informatics technology which also expands the space for the flow of goods and services.

In accordance with Law Number 30 of 2009 concerning Electricity, PT.PLN (Persero) as a State-Owned Enterprise is entrusted with the main task of carrying out the provision of electricity as much as possible for the public interest (Law of the Republic of Indonesia, 2009) . In Article 27 to Article 29 of Law Number 30 of 2009 concerning Electricity, it is stipulated that the rights and obligations of PT.PLN (Persero) as a provider of electricity and consumers as users of electricity. The obligation of PT.PLN (Persero) is to provide electricity with good quality and provide the best possible service to consumers (Yohansyah, 2016) .

However, in reality, the P2TL Team often harms consumers in carrying out its duties. One example of a problem that arises between PT. PLN (PERSERO) and consumers is related to the forced disconnection of electricity meters by PT. PLN (PERSERO) because there is an indication of tapping of electricity meters by consumers . Without any reason known

to consumers, PT. PLN (PERSERO) officers declare a person guilty, both in the alleged use of illegal current and the accusation of having tapped the installed electric current. With this accusation, a person is required to pay a fine of millions of rupiah without knowing for sure the mistake he has made. PT. PLN (PERSERO) can freely issue sanctions in the form of disconnecting electricity meters and having to pay electricity bills and the losses.

provider with customers throughout the Indonesian community is PT. PLN which is a closed limited liability company that operates in the aspect of its activities as an electricity provider . Activities in providing electricity for the community include electricity generation activities, electricity distribution activities, and distribution activities as well as planning and construction activities for electricity supply facilities and activities in order to provide this electricity in accordance with the Law that has been established (Nyoman Asri Premasanti, 2014) . This is in line with the mandate of Law No. 30 of 2009 concerning Electricity which has given a position to PT. PLN which holds the power in electricity activities and is considered to be one of the pillars of the national economy in the form of a Limited Liability Company. PT. PLN itself has a mission to provide electricity for consumers with acceptable quantity and quality or is called feasible which of course is to improve the peace and harmony of the community while gaining benefits and becoming a pillar of the national economy. In reading the KWH meter stand, PT. PLN (Persero) has used several reading methods, including:

1. Reading the KWH meter stand using the Meter Reading List (DPM).
2. Reading the KWH meter stand using a Portable Data Terminal (PDT).
3. Reading the KWH meter stand using a digital camera.

As consumers of PT. PLN, the community seems to have not felt the services that are expected by the community who are considered consumers, while the community always pays the electricity bill on the due date as a form of responsibility as a consumer. Negligence of PT. PLN as a producer of electricity through its officers who are negligent in recording meter readings or deliberately manipulating meter readings to seek profit by harming the community .

In the Decision of the Consumer Dispute Resolution Agency Number 022/Arbitration/2023/BPSK.Mdn, the ruling reads as follows: Granting complaint consumer Partly;. Punishing the Business Actor PT. PLN (Persero) UIW North Sumatra UP 3 Medan ULP Medan City to remove the seal on the customer's kWh Meter;; Releasing the Consumer to pay a fine or additional bill of Rp 17,927,383 (seventeen thousand nine hundred and two million twenty seven thousand three hundred and eighty three rupiah); Meanwhile, in the objection application from PT PLN, a lawsuit was filed with the Medan District Court with Decision Number Register 428/Pdt.Sus- BPSK/2023/PN Mdn (Decision Number 428/Pdt.Sus-BPSK/2023/PN Mdn, 2023) , has filed the following objection: That thus, then it's enough reasons for the Panel of Judges Medan District Court to accept objections from the Applicant, which are still within the time limit which is determined by law; That the Medan BPSK Assembly examined and decided No. 022/PEN/2023/BPSK.Mdn dated May 17, 2023 , which in the verdict reads as follows:

DECIDES : Grant the lawsuit consumer In part, punishing business actors PT PLN (Persero) UIW Sumatra North UP3 Medan ULP Medan City to revoke seal on the customer's kWh meter ;, Releasing the Consumer to pay a fine or follow-up bill of Rp. 17,927,383,- (seventeen million nine hundred and twenty seven thousand three hundred and eighty three rupiah);, Stating the Perpetrator The business has violated The SOP itself is Article 10, especially paragraph (1) letter b paragraph (2) Number: 088-ZP/Dir/2016 concerning Regulation of Electricity Use (P2TL); and Charging cost case to country

2. Research Method

The type of legal research is normative juridical, namely research that finds the truth of coherence, namely whether there are legal rules according to norms and whether there are norms in the form of commands or prohibitions in accordance with legal principles, and whether a person's actions are in accordance with legal norms or legal principles. The nature of this research is qualitative research, namely research conducted with descriptive research and tends to use analysis (Creswell, JW, & Creswell, 2018) . The process and meaning (respondent perspective) are more emphasized and the meaning of qualitative research. The theoretical basis as a guide so that the focus of the research is in accordance with the field.

The type of data used in this study is secondary data consisting of: Primary Legal Material is the main data obtained directly in this case the Law. Number 8 Year 1999 about Consumer Protection Law, Law Number 30 of 2009 concerning Electricity and the Civil Code (KUHPerdata) (Laws of the Republic of Indonesia, 2009) . Secondary Legal Materials are data that include official documents, books, research results in the form of reports. Secondary data by conducting interviews with the Medan District Court Judge regarding Decision Number Register 428 / Pdt.Sus- BPSK / 2023 / PN Mdn . As well as tertiary legal materials, namely supporting materials that provide instructions and explanations for primary legal materials and secondary legal materials such as general dictionaries, scientific journals, and the internet are also additional to the writing of this research.

collection technique used in this writing, the author uses 2 (two) methods, namely Library Research , namely by conducting research on various reading sources, namely books, opinions of scholars, laws and regulations and also lecture materials and Field Research , namely by conducting field research at the Medan District Court by conducting interviews with Medan District Court Judges related to the Decision .

Data analysis conducted qualitatively that emphasizes understanding of the problems. Qualitative data obtained systematically and then its substance is analyzed to obtain answers to the main problems that will be discussed in this writing qualitatively to obtain definite answers and accurate results .

3. Results and Discussion

Legal Regulations Regarding Consumer Protection Regarding Objections to Sealing of kWh Meters Carried Out by PT PLN UIW North Sumatra

The development of the electricity sector aims to advance public welfare and improve the life of the nation for the purpose of national development. Now electricity is a vital facility needed by the community, because most life activities are very dependent on electricity. The need for electricity is not only in household activities, but also extends to industrial and economic activities. Electricity has an important meaning for the country in realizing public welfare, so the provision of electricity must receive attention from all competent parties. Therefore, to provide good service and facilitate the use of electricity, the government needs to organize and regulate the implementation of national electricity by appointing a State-Owned Enterprise (BUMN) called PT.PLN (Persero).

PT. PLN is a State-Owned Enterprise (BUMN) that handles all aspects of national electricity or can be said as a company that supplies electricity services for all of Indonesia. Departing from the vision that has been previously designed by PT. PLN itself, PT. PLN is determined to provide or supply electricity for Indonesia. Because of course globally electricity is considered to be something that is very essential in supporting human life and electricity can also support activities in this world to be smoother and better. With this condition, PT. PLN is here to meet all electricity needs in the archipelago. Basically, the scope of electricity buying and selling transactions is between the two parties, namely PT. PLN as a provider and consumers as users, namely PT. PLN provides or sells electricity which will later be distributed to consumers who are willing to buy it according to the power that has been connected based on calculations in the costs sacrificed which are in line with the TTL or Electricity Tariff that has been previously determined and in accordance with its tariff group. So it is clear that there is a sale and purchase transaction between the party acting as a business actor with the party acting as a consumer where in this situation PT. PLN as the party acting as a business actor sells electricity to consumers and of course this sale and purchase transaction has occurred because of the emergence of an agreement from each party, namely PT. PLN and consumers.

Therefore, this has also been regulated in Article 1313 of the Civil Code which explains that there is an agreement or deal. So with this condition, it can be concluded that the emergence of a condition that has occurred an agreement that certainly meets the provisions of Article 1320 of the Civil Code is a condition that is considered valid in an agreement, then a sale and purchase transaction arises where the business actor, namely PT. PLN and consumers bind themselves through activities to make a New Installation Request or through activities to make a Customer Power Increase Request which certainly makes each party have rights and obligations. Of course, the agreement or deal is considered to be a legal relationship between consumers and business actors.

Consumer rights are considered to be very essential in order to provide serious attention but consumers are also required to fulfill their obligations because basically in an agreement the parties must both carry out their obligations and obtain their rights. As has been regulated in Article 5 of the UUPK concerning consumer obligations in terms of obtaining a reasonable price, consumers must also fulfill their obligations in order to show good faith in carrying out transaction activities and making payment activities in line with the exchange rate that has been agreed upon, and carrying out activities to resolve it if there is a conflict. Of course PT. PLN is considered as a party that carries out business has rights that must be fulfilled in line with Article 6 of the UUPK concerning the rights granted to parties who carry out business, one of which is to obtain payments that are in line with the agreement or agreement on the exchange rate in the exchange of goods or exchange of services.

Article 2 Paragraph (2) of Law Number 30 of 2009 concerning Electricity in conjunction with Article 41 Paragraph (2) of Government Regulation Number 14 of 2012 concerning the Provision and Utilization of Electricity, the principles and objectives adopted by the Law concerning Electricity, are that the development of electricity aims to guarantee the availability of electricity in sufficient quantities, good quality, and at reasonable prices in order to increase the welfare and prosperity of the people in a fair and equitable manner.

In response to this problem, PT. PLN (PERSERO) formed an Electricity Usage Control Team (P2TL) to control electricity users who do not comply with the installation standards and the Electricity Purchase Agreement (SPJBTL), which was formed based on the Decree of the Board of Directors of PT. PLN (PERSERO) Number 1486.K/DIR/2011, concerning Electricity Control which was ratified by the Decree of the Director General of Electricity Number 33-12/23600.1/2012. The main basis for PT. PLN (PERSERO) to issue the P2TL policy is actually an anticipation of losses due to loss or reduction in electricity power caused by non-technical factors. In addition, this P2TL policy is indirectly intended to fulfill the obligations of PT. PLN (PERSERO) in providing electricity services as regulated in Law Number 30 of 2009.

Decree of the Director General of Electricity and Energy Utilization Number 16 - 12/43/600.3/2003 concerning Procedures for Reducing Electricity Bills Due to Failure to Meet Service Quality Standards at the Limited Liability Company (Persero) PT. PLN for the Duration of Interruptions, Number of Interruptions, and or Errors in Reading Kwh Meters (Decision Number 428 / Pdt.Sus-BPSK / 2023 / PN Mdn, 2023) . In addition, we can see the provisions regarding errors in recording kWh meters of electricity in Article 6 paragraph 1 letter d of ESDM Regulation No. 18 of 2019 concerning the Level of Service Quality and Costs Related to the Distribution of Electricity by PT. PLN which still makes errors in recording kWh meters of electricity as one of the indicators of the standard level of service (TMP) which must be determined and announced by PT. PLN where errors in recording

kWh meters of electricity have become an indicator of the standard level of service quality of PT. PLN which was previously regulated in Regulation No. 27 of 2017 which has now undergone several changes to become Ministerial Regulation No. 18 of 2019. Although there are no specific regulations governing the recording of kWh electricity meters, this alone, where errors in recording kWh meters are one of the indicators of the standard level of service quality, is sufficient evidence of the government's seriousness in protecting consumer rights.

In addition, protection for consumers using electricity can be seen in Article 29 of Law No. 30 of 2009 concerning Electricity, where in essence Article 29 explains the rights of consumers using electricity, including (Law of the Republic of Indonesia, 2009) :

- a. Get services that are decent or good.
- b. Get electricity continuously with decent quality.
- c. There is electricity acquisition with the provision of fair prices.
- d. The provision of services in carrying out repairs in conditions where there has been an electrical disturbance or damage.

- e. Get compensation in the event of a blackout due to errors and/or negligence in operating it in accordance with the regulations in the SPJBTL.

The values contained in the principles of consumer protection, as regulated in Article 4 of Law No. 8 of 1999 concerning Consumer Protection, cover various rights held by the public as consumers. This law provides a clear legal basis for protecting consumer rights, such as the right to comfort, security, correct information, and fair prices. Risa (Risqiyah, 2014) in her research stated that the existence of Law No. 8 of 1999 on Consumer Protection not only guarantees the protection of consumer rights, but also contributes to the creation of a balance between the interests of consumers and business actors. From the perspective of *maslahah mursalah*, namely the principle that prioritizes *maslahah* (benefits) and avoids harm (dangers), this law is designed to provide maximum benefits for consumers and the public in general, while eliminating potential losses that may arise from practices that are detrimental to consumers. Thus, the implementation of this law aims not only to protect the rights of individuals as consumers, but also to create broader social welfare. Related to this issue is consumer protection against PT's mistakes. PLN in the error of recording kWh, we can review it from Article 4 of Law No. 8 of 1999 concerning Consumer Protection which provides an understanding that parties acting as consumers have various rights to:

- a. Granting rights regarding the provision of comfort, provision of safety in activities of consuming goods or using services, as well as having the right to security.
- b. Granting of rights regarding obtaining information that shows the truth, shows clarity and shows honesty regarding the situation and guarantees for goods or guarantees for services.

c. Granting rights regarding goods that have shown alignment with exchange rates.

From the discussion above, we can conclude that consumer protection is something important that should not be ignored and must be given attention so that it is guaranteed by laws and regulations where consumer protection for electricity users, especially regarding errors in recording kWh electricity meters, has also been guaranteed and we can review it through the Decree of the Director General of Electricity and Energy Utilization Number 16 - 12/43/600.3/2003. From the decision of the Director General of Electricity, it is clear that PT. PLN guarantees to provide a standard of service quality that is appropriate for consumers. The standard of quality or quality of service includes the duration of the disruption, includes the number of disruptions, and includes errors in reading the information on the Kwh electricity meter, the regulations of which occur in Article 1 paragraph 2 of the Decree of the Director General of Electricity and Energy Utilization Number 16 - 12/43/600.3/2003. In addition, Article 2 paragraph 1 of PT. PLN attempts to provide protection for its consumers by providing reduced electricity bills, the impact of which is that it is unable to meet the standards in terms of quality or standard of service that has been obtained by consumers .

Judge's considerations in consumer protection regarding objections to sealing kWh meters carried out by PT PLN UIW North Sumatra (study decision number: 428/Pdt.Sus-BPSK/2023/PN-Mdn)

The judge's consideration can be interpreted as an opinion about the good or bad of something in order to provide a determination or decision that is passed by the judge at the supreme court and the judge at the lower judicial body which is stated by the judge in his decision. If the judge's consideration is not thorough, good, and precise, then the judge's decision that comes from the judge's consideration will be canceled by the High Court/Supreme Court. Judges in examining a case also require evidence, where the results of the evidence will be used as consideration in deciding the case. Evidence is the most important stage in the examination at trial. Evidence aims to obtain certainty that an event/fact that is submitted actually occurred, in order to obtain a true and fair judge's decision. The judge cannot make a decision before it is clear to him that the event/fact actually occurred, namely its truth is proven, so that there is a legal relationship between the parties .

If PT. PLN is able to obtain complaints with the services provided properly and the provision of proper services and is willing to provide compensation in the form of reducing the cost of electricity bills as a form of PT. PLN's responsibility for mistakes made against consumers which of course harm consumers, then the problem or dispute can be resolved properly and peacefully where of course without the need to file a lawsuit or dispute resolution through BPSK or dispute resolution through the district court. Activities in resolving disputes that occur

outside the court are interpreted to create a mutual agreement or middle ground regarding the actions to be taken in order to provide a guarantee so as not to cause repeated incidents regarding the losses experienced by the consumer. However, if PT. PLN does not respond, does not accept or reject complaints from consumers properly and does not provide proper compensation or compensation to consumers, then consumers can carry out activities in filing disputes through BPSK or the district court. There are several ways that can be taken to resolve disputes outside the court, namely Arbitration, Conciliation, Mediation. This out-of-court problem resolution is often called Alternative Dispute Resolution. There are two ways to resolve this case, either through the courts or outside the courts, as regulated in Article 45 of Law No. 8 of 1999 concerning Consumer Protection .

Case Decision 428/Pdt.Sus- BPSK/2023/PN Mdn explains that the Medan District Court which tried the civil case regarding the objection to the Decision of the Consumer Dispute Resolution Agency number 022/Arbitration/2023/BPSK has issued the following decision in the case between :

PT. PLN (LIMITED) UP3 MEDAN, domiciled at Jl. Listrik Number 8 Petisah Tengah, Medan Petisah, Medan City, North Sumatra, represented by Ricki Yakop as the Manager of the Medan Customer Service Implementation Unit, in this case granting power of attorney to Sufrin, SH, et al. Employees of PT. PLN (Persero) at the Medan Customer Service Implementation Unit Office, referred to as the objection applicant

Oppose

MARI HOT TAMPUBOLON, residing at Jl. Prof. HM Yamin SH 30F, Gang Buntu Subdistrict, Medan Timur District, Medan City, North Sumatra, as the respondent to the objection

The contents of Decision Number 428 /Pdt.Sus- BPSK/2023/PN Mdn , namely paying attention to Law Number 8 of 1999 concerning Consumer Protection, Law Number 48 of 2009 concerning Judicial Power, Supreme Court Regulation Number 1 of 2006 concerning Procedures for Submitting Objections to BPSK Decisions, as well as other relevant laws and regulations, namely to adjudicate :

1. Grant application object Applicant the;
2. Cancel Decision Body Completion Dispute Consumer Medan City Number 022/Arbitration/2023/BPSK.Mdn dated May 17, 2023;

TO JUDGE ALONE :

1. State The Medan City Consumer Dispute Resolution Agency does not have the authority to adjudicate this case;
2. Stating the complaint of the Respondent as a Consumer not acceptable;
3. Ordering the Respondent to pay court costs amounting to Rp220,000.00 . (two hundred two tens thousand rupiah);

Judge's Consideration in Issuing a Decision to Cancel the BPSK Decision on Consumer Disputes Based on Decision Number 428/Pdt.Sus-BPSK/2023/PN Mdn, it was declared null and void by law, on the grounds; First, the Medan City BPSK Assembly has violated the legal provisions regarding the choice of dispute resolution because it unilaterally determined the method of dispute resolution through arbitration without considering the objections of the objection applicant; Second, the Medan City BPSK Decision has exceeded the time period stipulated by the applicable legal provisions; Third, the Medan City BPSK Assembly did not pay attention to and violated the provisions of Article 1338 of the Civil Code in conjunction with Article 1320 of the Civil Code; Fourth, the Medan City BPSK Assembly has exceeded its authority (*ultra vires*) because it decided on an agreement dispute which is the authority of the general court; Fifth, the Medan City BPSK Decision was issued based on legal considerations that were not careful and misunderstood the legal provisions so that it must be canceled. Legal consequences of the Cancellation of BPSK Decision Number 022/Arbitrase/2023/BPSK by the Judge in Consumer Disputes. Case Decision Number 428/Pdt.Sus- BPSK/2023/PN Mdn concluded that the legal consequences of the cancellation of the BPSK decision by the judge in a consumer dispute are that the decision cannot be executed, so it can be considered that the decision never existed. The BPSK decision is a final and binding decision that should be implemented immediately. For the implementation of the BPSK decision, a decision must be requested from the District Court. This is regulated in Article 42 paragraph (2) of the Decree of the Minister of Industry and Trade number 350/KPP/Kep/12/2001. In addition, the BPSK decision can still be objected to, either through Conciliation, Mediation, or Arbitration. The Arbitration Decision can be canceled if: The letter or document submitted in the examination after the decision was made is recognized as false or declared false; and, a document is found that is decisive, which is hidden by the opposing party; or The decision was taken from the results of a trick carried out by one of the parties in the examination of the dispute. So, if there are these elements, the decision can be canceled. And the legal consequence is that the decision cannot be implemented .

4. Conclusion

The conclusion of this study are US follows:

- a. Regulations Regarding Consumer Protection for Objections to Sealing kWh Meters carried out by the Implementation of P2TL by PT PLN UIW North Sumatra are Law No. 8 of 1999 concerning Consumer Protection, Law No. 30 of 2009 concerning Electricity, the Civil Code (KUHPerdata) and Decree of the Board of Directors of PT.PLN (PERSERO) Number 1486.K/DIR/2011, concerning the Regulation of Electricity which was ratified by the Decree of the Director General of Electricity Number 33-12/23600.1/2012.
- b. The judge's considerations in Decision Number 428/Pdt.Sus-

BPSK/2023/PN-Mdn annulled the Medan City BPSK decision for several reasons. First, BPSK violated legal provisions by unilaterally determining arbitration without considering the applicant's objection. Second, the BPSK decision exceeded the specified time limit. Third, BPSK did not pay attention to the provisions of Articles 1338 and 1320 of the Civil Code. Fourth, BPSK exceeded its authority (*ultra vires*) because it decided on a contract dispute that should have been the authority of the general court. Fifth, BPSK's legal considerations were not careful and misunderstood the legal provisions. The legal consequences of the annulment of the BPSK decision are that the decision cannot be executed and is considered non-existent. Although the BPSK decision is final and binding, the implementation of the decision must be requested for a determination to the District Court. In addition, it is still possible to object to the BPSK decision through Conciliation, Mediation, or Arbitration .

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