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# CLASS ACTION LAWSUITS IN CONSUMER DISPUTE RESOLUTION: THE CASE OF ADULTERATED JDR PREMIUM BRAND RICE IN PALANGKA RAYA CITY

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**ABSTRACT**

This study aims to: (1) analyze the forms of consumer protection regarding the distribution of adulterated JDR Premium brand rice in Palangka Raya City; and (2) analyze the class action mechanism as an effort to resolve consumer disputes in Palangka Raya City, based on Supreme Court Regulation Number 1 of 2002 concerning Class Action Procedures. This research employs an empirical juridical approach, utilizing interviews with members of the Consumer Protection Division at the Central Kalimantan Provincial Department of Trade and Industry, judges at the Palangka Raya District Court, and the affected consumers. The results indicate that JDR Premium rice fails to meet the quality standards mandated by the Indonesian National Standard (SNI) 6128:2020 and is sold above the maximum retail price. These practices violate Law Number 8 of 1999 on Consumer Protection and the National Food Agency Regulation Number 7 of 2023. Although the Central Kalimantan Provincial Department of Trade and Industry has implemented preventive and corrective protection measures, their effectiveness is hindered by the inactivity of the Palangka Raya City Consumer Dispute Resolution Agency and the weak bargaining position of individual consumers. This case fulfills the requirements for a class action under Supreme Court Regulation Number 1 of 2002. Given the large number of victims sharing identical facts, legal bases, and types of losses, this mechanism serves as the most proportional and efficient dispute resolution option for collectively aggrieved consumers.



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## 1. INTRODUCTION

Consumer protection constitutes a fundamental aspect of modern legal systems. It aims to safeguard consumer rights by providing legal certainty. This minimizes detrimental business practices and encourages business actors to take responsibility for producing high-quality goods and/or services [1]. In Indonesia, consumer protection is governed by Law Number 8 of 1999 on Consumer Protection (UUPK). Article 1, Number 1 of this law defines consumer protection as all efforts that guarantee legal certainty to protect consumers. Furthermore, Article 1, Number 2 defines a consumer as any user of goods and/or services available in society, whether for the benefit of themselves, others, or other living beings, and not for trading purposes. Referring to Article 4, letters a, b, and h, consumers are entitled to comfort when consuming goods and/or services, have the right to choose and obtain goods that correspond to their exchange value and promised condition, and have the right to receive compensation or restitution if the goods or services received fail to meet the agreed standards. Therefore, business actors are obligated to operate in good faith. This includes providing accurate information, guaranteeing product quality, and offering compensation if the delivered goods or services deviate from the agreed-upon terms [2].

Furthermore, the National Criminal Information Center (PUSIKNAS) recorded 254 enforcement actions against consumer protection crimes between January and August 2025, driven by factors such as intentional misconduct, negligence, and economic motives [3]. Furthermore, the National Criminal Information Center (PUSIKNAS) recorded 254 enforcement actions against consumer protection crimes between January and August 2025, driven by factors such as intentional misconduct, negligence, and economic motives [4]. A prominent manifestation of these violations involves the distribution of goods failing to meet the Indonesian National Standard (SNI), specifically the Rice Quality Standard SNI 6128:2020. One such instance is the circulation of adulterated premium rice in Palangka Raya City. This case gained public attention on July 31, 2025, when the Central Kalimantan Regional Police uncovered a repackaging scheme. Perpetrators mixed premium rice with low-quality grain and sold the adulterated product under the "JDR Premium" brand at Rp 21,200/kg, significantly exceeding the Maximum Retail Price (Harga Eceran Tertinggi) of Rp 14,400/kg [5]. Investigations across several retail outlets in Palangka Raya City indicated that the distribution of adulterated JDR Premium rice nearly reached two tons [6]. Consequently, this illicit practice inflicted substantial losses on various parties, including both consumers and retail owners. These actions violate the National Food Agency Regulation Number 7 of 2023 concerning the Maximum Retail Price of Rice, which caps the price of premium rice at Rp 14,400/kg in the Kalimantan region. Furthermore, the incident contravenes Article 7, letters a, b, and e regarding the obligations of business actors to operate in good faith, provide accurate information, and guarantee product quality. It also breaches Article 8, Paragraph 1, letters a, d, and e of the UUPK concerning prohibited business practices, such as failing to meet legally mandated standards and misrepresenting the condition, guarantee, quality, grade, or processing method stated on the product label.

The Central Kalimantan Provincial Department of Trade and Industry (Dinas Perdagangan Provinsi Kalimantan Tengah), specifically through its Consumer Protection Division (Bidang Perlindungan Konsumen), plays a pivotal role as a government agency in this context. Its responsibilities include supervising goods and services to ensure compliance with quality standards, educating both business actors and consumers, providing a platform for consumer complaints, and acting as a facilitator to direct consumers toward appropriate dispute resolution mechanisms. The role of the Consumer Protection Division is highly significant because, in practice, consumers tend to be the most disadvantaged party when violations occur. This disparity indicates that consumers often occupy a vulnerable position in terms of product or service information, weak bargaining power, and the ability to prove losses individually. These conditions emphasize the urgency of implementing more effective and efficient collective legal protection [7]. This can be achieved through a class action mechanism, as stipulated in Article 46, Paragraph 1, Letter b of the Consumer Protection Law, and Article 1 of Supreme Court Regulation Number 1 of 2002 concerning Class Action Procedures. Consequently, the Palangka Raya District Court, as a judicial institution under the Supreme Court, assumes a critical role through its authority to resolve consumer disputes via litigation, including through class action mechanisms. This demonstrates that the court provides access to justice for collectively aggrieved consumers while serving as an avenue for the public to demand accountability from business actors and recover losses that cannot be resolved through non-litigation mechanisms.

Therefore, this study aims to analyze the forms of consumer protection regarding the distribution of adulterated JDR Premium brand rice in Palangka Raya City. Furthermore, it examines the class action mechanism as an effort to resolve consumer disputes in Palangka Raya City, based on Supreme Court Regulation Number 1 of 2002 concerning Class Action Procedures. Ultimately, this research is expected to provide a comprehensive understanding of consumer protection models and assess the relevance of class actions as a more effective dispute resolution mechanism. These insights aim to generate recommendations for strengthening consumer protection and enhancing the responsiveness of both the government and law enforcement to collective losses.

## 2. RESEARCH METHODS

This study employs an empirical juridical approach to examine field-level legal facts, thereby analyzing the practical implementation of consumer protection provisions and class action lawsuits [8]. The research focuses on the distribution of adulterated JDR Premium brand rice in Palangka Raya City. This case is examined in terms of the consumer protection measures provided by relevant agencies and the potential application of class actions to collectively resolve consumer disputes. Palangka Raya City was selected as the research site because the incident occurred and was managed within this jurisdiction, allowing researchers to obtain relevant empirical data directly from the involved agencies and parties.

Data were collected qualitatively through direct interviews with key informants. These interviews explored the forms of consumer protection, class action mechanisms, and obstacles faced by consumers regarding the adulterated JDR Premium rice case in Palangka Raya City.

The data sources comprised primary data obtained through interviews with key informants [9], secondary data including relevant legislation, books, and academic journals; and tertiary data such as online news articles as supplementary material.

Data were gathered using semi-structured interviews with the following informants: (1) Kristy Briantony, S.STP, Junior Expert Trade Supervisor at the Consumer Protection Division of the Central Kalimantan Provincial Department of Trade and Industry; (2) H. Muhammad Rifa Riza, S.H., M.H., a judge at the Palangka Raya District Court (Pengadilan Negeri Palangka Raya); and (3) Bayet and Abdul Rahman, consumers of JDR Premium rice.

The collected data were subsequently analyzed descriptively and analytically by correlating empirical findings with applicable legal norms. By drawing inferences from field facts, this approach generates a comprehensive overview of the alignment between field practices and the existing consumer protection legal framework [10].

## 3. RESULT AND ANALYSIS

### Forms of Consumer Protection Regarding the Distribution of Adulterated JDR Premium Brand Rice in Palangka Raya City

Consumer protection constitutes an effort aimed at ensuring the fulfillment of consumer rights which business actors are obligated to respect and preventing detrimental trade practices that affect multiple parties. [11]. In the case of the adulterated JDR Premium brand rice distributed in Palangka Raya City, understanding consumer protection requires examining not only the normative aspects but also the factual conditions in the field. Therefore, consumer protection is measured not solely by legislation, but by how relevant agencies and the public acting as both business actors and consumers implement these regulations [12]. Normatively, the state mandates the government to conduct guidance and supervision as a tangible manifestation of consumer protection. This mandate is established through Government Regulation (GR) Number 58 of 2001 concerning the Guidance and Supervision of Consumer Protection Implementation, which serves as the implementing regulation for Articles 29 and 30 of Law Number 8 of 1999 on Consumer Protection (UUPK). Article 2 of GR No. 58/2001 stipulates that the government is responsible for guiding the implementation of consumer protection. This ensures the realization of consumer and business actor rights, accompanied by their respective obligations, to create a conducive business climate and foster healthy relationships between both parties. Regarding guidance, Article 3, Paragraph 2 states that the Minister and/or relevant technical ministers shall conduct these efforts. Consequently, concerning the distribution of goods and food across various regions, this responsibility is delegated to regional-level agencies acting as extensions of the central government. Regarding supervision, Article 8 emphasizes that the government oversees business actors to ensure compliance with production quality standards for goods and/or services. This oversight also encompasses the inclusion of labels and standard clauses, as well as after-sales services during the production, offering, promotion, advertising, and sales processes.

In the case of the adulterated JDR Premium brand rice in Palangka Raya City, the Central Kalimantan Provincial Department of Trade and Industry (Dinas Perdagangan dan Perindustrian), specifically the Consumer Protection Division, is a government agency directly responsible for executing these guidance and supervisory functions. As the technical agency authorized in trade and consumer protection at the provincial level, Disdagperin holds a strategic role. It supervises quality compliance and the labeling of circulating goods, provides guidance to business actors, receives and handles consumer complaints, and facilitates consumer dispute resolution. Therefore, to obtain a comprehensive overview and factual understanding of the consumer protection provided in this case, researchers interviewed Kristy Briantony, S.STP. He serves as a member of the Consumer Protection Division (Bidang Perlindungan Konsumen), specifically as a Junior Expert Trade Supervisor (Pengawas Perdagangan Ahli Muda) at the Central Kalimantan Provincial Department of Trade and Industry.

Based on the interview results, the measure taken by Disdagperin regarding the distribution of adulterated premium rice was to conduct rice quality testing at the Goods Quality Testing and Certification Center of the Department of Trade and Industry. Over 20 rice brands circulating in Palangka Raya City were tested following instructions from the Directorate General of Consumer Protection and Trade Compliance (PKTN) of the Ministry of Trade. The laboratory results revealed that among the tested products, only a single brand fulfilled the requirements for premium rice. The adulterated JDR Premium brand rice was subsequently escalated into a formal case because it constitutes the most widely consumed brand in the community. The laboratory tests confirmed that the quality of JDR Premium rice fails to meet the premium classification standards stipulated in the Indonesian National Standard (SNI) 6128:2020 on Rice Quality Standards. Specifically, the head rice yield of JDR rice was only 68%, significantly below the 85% minimum threshold for premium rice. In fact, this percentage also fails to meet the standards for Medium 1 rice (80%) and Medium 2 rice (75%). Furthermore, the percentage of broken grains was recorded at 30%, exceeding the maximum limits across all categories: 14.5% for premium, 18% for Medium 1, and 22% for Medium 2. Moreover, the damaged grain content of JDR rice reached 2.7%. This figure surpasses the maximum limits for both premium (0.5%) and Medium 1 (2%) rice, although it remains within the threshold for Medium 2 (3%) [13]. Based on these comprehensive parameters, JDR rice can objectively only be categorized below Medium 2 quality; however, it was marketed to consumers under a premium label and price. These conditions clearly violate Article 7, letters a, b, and d, concerning the obligation of business actors to operate in good faith, provide accurate information, and guarantee product or service quality. Furthermore, they breach Article 8, letters a, d, and e of Law Number 8 of 1999 on Consumer Protection (UUPK), which prohibits business actors from trading goods that do not conform to the required conditions, guarantees, features, and standards.

In addition to the quality discrepancies, another identified violation involves setting a selling price that exceeds the Maximum Retail Price (HET). JDR rice was sold at Rp 21,200/kg, whereas the HET for premium rice established by National Food Agency Regulation Number 7 of 2023 is Rp 14,400 per kilogram. Consequently, consumers were not only disadvantaged by receiving a product whose quality failed to match its label, but they also paid a price significantly above the legally mandated limit. Following the identification of these violations, Disdagperin handed the case over to the police for criminal prosecution and recalled the distributed products from the market. This referral to law enforcement agencies is a permitted follow-up action under Article 59 of the UUPK, which stipulates that violations of Articles 8 through 17 resulting in consumer losses are subject to criminal penalties.

Regarding the complaint reception mechanism, the Consumer Protection Division of Disdagperin provides an in-person complaint service at its office. Through this service, aggrieved consumers can seek guidance on the available legal steps they can take. Ideally, the Consumer Dispute Resolution Agency (Badan Penyelesaian Sengketa Konsumen) should handle consumer disputes. This aligns with Article 49, Paragraph 1 of the UUPK, which mandates the government to establish a BPSK in every regency or city to facilitate out-of-court dispute resolution. In reality, however, the Palangka Raya City BPSK remains inactive due to its recent establishment and limited operational budget. Consequently, the Consumer Protection Division of Disdagperin has assumed this function, ultimately directing consumer complaints toward litigation channels. The inactivity of the BPSK represents a significant institutional void within the consumer protection ecosystem in Palangka Raya. Fundamentally, the BPSK was designed to provide rapid, affordable, and simple dispute resolution, as stipulated in Article 52 of the UUPK. This article grants the BPSK the authority to manage and resolve consumer disputes through mediation, arbitration, or conciliation.

Regarding the available forms of consumer protection, Disdagperin extends beyond mere supervision to offer several options for the public. First, aggrieved consumers can access in-person complaint services. Second, the public can utilize product quality testing facilities through the Regional Technical Implementation Unit (UPT) for Goods Quality Testing and Certification. This service functions as a preventive protection measure for consumers doubting the quality of their food products. Third, Disdagperin conducts guidance, supervision, and socialization programs for business actors and the public regarding consumer rights and applicable trade regulations. As outlined in Article 2, Article 8 Paragraph 1, and Article 3 Paragraph 1 of Government Regulation Number 58 of 2001, these efforts aim to foster a conducive business climate and cultivate healthy relationships between business actors and consumers. Furthermore, Disdagperin provides information regarding available dispute resolution pathways. These options range from Non-Governmental Consumer Protection Institutions (LPKSM), as regulated in Article 44 of the UUPK, and the BPSK under Article 49 of the UUPK, to litigation channels. The latter includes class action lawsuits enabled by Article 46, Paragraph 1, Letter b of the UUPK in conjunction with Supreme Court Regulation Number 1 of 2002 in cases involving mass collective losses [14].

On the other hand, although Disdagperin has provided various forms of consumer protection, interviews with Bayet and Abdul Rahmat reveal several obstacles faced by consumers in the case of adulterated JDR Premium brand rice in Palangka Raya City. The consumers, predominantly laypersons, stated that although they felt disadvantaged by the compromised quality and the price significantly exceeding the Maximum Retail Price (HET), they never reported these losses to any authority. This inaction stems from a lack of information regarding where to report their grievances and the appropriate legal steps to recover their losses. Consequently, consumers limited their responses to informal discussions with fellow buyers of JDR Premium rice, without taking any concrete follow-up action. Furthermore, beyond the lack of information on reporting mechanisms, consumers faced a significant imbalance between their individual financial losses and the time and costs required to pursue independent legal action. They emphasized that the resources required to claim individual compensation were entirely disproportionate to their actual losses. The price discrepancy for JDR rice was Rp 6,800/kg. If a consumer purchased five to ten kilograms, the calculable financial loss per individual would range from Rp 34,000 to Rp 68,000, or potentially more, considering laboratory results classified the rice below the Medium 2 quality standard. This demonstrates that the monetary loss does not justify the complexity, costs, and time associated with individual litigation, thereby necessitating a more effective and efficient collective legal approach.

Regarding the possibility of consumers collectively demanding compensation, Disdagperin emphasized that this is highly feasible. The distribution of adulterated JDR Premium rice impacted not just isolated individuals, but a broad cross-section of society that consumed the product. These collective losses provide a robust foundation for a class action lawsuit, as regulated in Supreme Court Regulation (PERMA) Number 1 of 2002. The case fulfills the prerequisites of identical facts, legal bases, and types of losses experienced by a consumer group too large to litigate individually, as mandated by Article 2 of PERMA Number 1 of 2002. In response to the JDR Premium rice case, Disdagperin stated its commitment to increasing the frequency of routine quality inspections through consistent preventive supervision. Furthermore, the agency aims to strengthen the institutional capacity of the Consumer Dispute Resolution Agency (BPSK), as mandated by Article 49 of the UUPK, and enhance consumer literacy. This ensures the public better understands their rights, guaranteed under Article 4 of the UUPK, and feels empowered to utilize available legal mechanisms when violations occur.

**The Class Action Mechanism as an Effort for Consumer Dispute Resolution in Palangka Raya City Based on Supreme Court Regulation Number 1 of 2002 Concerning Class Action Procedures**

In the Indonesian legal system, consumers fundamentally have several options regarding dispute resolution pathways that can be pursued progressively. The first pathway is direct resolution through a deliberation mechanism. In this approach, consumers file complaints directly with business actors regarding compensation for defective goods or the veracity of product information. This process seeks an amicable settlement based on Article 1851 of the Civil Code concerning settlement agreements [16], without third-party intervention. If direct resolution proves unsuccessful, consumers may seek assistance from Non-Governmental Consumer Protection Institutions (LPKSM) pursuant to Article 44 of the UUPK. In resolving disputes, LPKSM emphasizes achieving an agreement between consumers and business actors through mediation or conciliation, wherein the institution acts as a mediator [17]. One of the most recognized LPKSMs in Indonesia is the Indonesian Consumers Foundation (YLKI), the first consumer organization in the country and the initiator of the Consumer Protection Law. Beyond acting as a mediator, LPKSM also possesses legal standing under Article 46, Paragraph 1, Letter c of the UUPK. This allows the institution to file lawsuits in court to advocate for consumer interests if the consumed goods and/or services cause substantial material losses and affect a significant number of victims [18].

Furthermore, if resolution through LPKSM fails to yield adequate results, consumers may pursue dispute resolution through the Consumer Dispute Resolution Agency (BPSK), based on Article 49 of the UUPK. As an alternative out-of-court institution, BPSK provides rapid, affordable, and accessible solutions for aggrieved consumers. It exercises the authority to resolve consumer disputes through three primary mechanisms: conciliation, mediation, and arbitration, as stipulated in Article 52 of the UUPK [19]. The primary advantage of dispute resolution via BPSK lies in its expedited process. As mandated by Article 55 of the UUPK, the BPSK panel must render a decision no later than 21 days after a claim is received. This efficiency, combined with more affordable costs, makes BPSK an excellent option for non-litigation pathways [20]. However, when all these pathways are unavailable or fail to produce an equitable resolution for either party, a class action lawsuit can be pursued as the final legal remedy (ultimum remedium). In the case of adulterated JDR Premium brand rice in Palangka Raya City, this course of action represents the most feasible option. Because the Palangka Raya City BPSK remains inactive, consumers lack adequate access to non-litigation channels. Consequently, this situation establishes the class action mechanism as the most realistic consumer dispute resolution option to be pursued collectively.

Based on an interview, Judge Muhammad Rifa Riza, S.H., M.H. of the Palangka Raya District Court stated that this case fundamentally fulfills the requirements to be filed through a class action mechanism [21]. This assessment is based on the fact that the case affects numerous victims simultaneously, involves violations of selling medium-quality rice packaged as premium rice at prices above the Maximum Retail Price (HET), and shares identical legal violations specifically Article 8 of the UUPK and the HET provisions under National Food Agency Regulation Number 7 of 2023. The judge's assessment aligns with Article 2 of Supreme Court Regulation (PERMA) Number 1 of 2002. This article stipulates that a class action can be filed if the class members are so numerous that individual lawsuits would be ineffective and inefficient, if there are substantial commonalities in facts, events, and legal bases, and if the class representatives and members share identical types of claims. Regarding the formal requirements, Article 3, Paragraph 1 of PERMA No. 1 of 2002 mandates that a class action lawsuit must include the complete and clear identity of the class representatives and a detailed, specific definition of the class (without necessarily listing individual names). Furthermore, it requires necessary information regarding class member involvement, the legal and factual grounds (posita) for the entire class, and a clear, detailed claim for relief (petitum) proposing a compensation distribution mechanism for all class members. Additionally, the judge emphasized that the most crucial aspect of a class action is the consistency between the posita and the petitum within the lawsuit. The description of the case facts must corroborate, and not contradict, the plaintiff's demands; consequently, evidence supporting the lawsuit's arguments must be attached from the initial filing [22].

Regarding the procedural flow and mechanisms, the judge stated that if consumers wish to pursue a class action, the procedure follows the detailed provisions of PERMA No. 1 of 2002[23]. Broadly, the mechanism commences with filing the lawsuit at the District Court corresponding to the defendant's domicile (relative jurisdiction) or the location of the legal event. Once the lawsuit is registered, at the beginning of the trial examination process, the judge must examine and determine whether the lawsuit meets the class action criteria as stipulated in Article 5, Paragraph 1 of PERMA No. 1 of 2002. If the judge declares the lawsuit valid through a court determination, the judge immediately orders the class representatives to submit a proposed notification model for all class members. Upon the judge's approval, the registrar will announce this notification. This notification must be conducted in two stages: immediately after the lawsuit is declared valid, and during the settlement and compensation distribution phase if the lawsuit is granted. Pursuant to Article 4 of PERMA No. 1 of 2002, class representatives are not required to obtain a special power of attorney from every class member to represent their legal interests, rendering this process simpler than an ordinary civil lawsuit. Following the notification, class members are afforded the opportunity to opt out of the class within a timeframe determined by the judge, as governed by Article 8 of PERMA No. 1 of 2002. Parties who opt out will not be legally bound by the court's judgment on the lawsuit.

Regarding the determination and calculation of compensation, the judge explained that the compensation amount is based on what has been argued and proven in the lawsuit. The panel of judges will subsequently consider and calculate the compensation amount based on all evidence submitted by the parties. This provision is stipulated in Article 9 of PERMA No. 1 of 2002, which states that if a claim for compensation is granted, the judge must decide the exact amount of compensation in detail, determine the eligible class and/or subclasses, and establish a mechanism for distributing the compensation to all class members [24]. In the JDR Premium rice case, consumer losses can be calculated from the selling price discrepancy. The rice was sold at Rp 21,200 per kilogram, whereas the Maximum Retail Price (HET) for premium quality is legally set at Rp 14,400 per kilogram, resulting in an excess payment of Rp 6,800 per kilogram by the consumer. Furthermore, consumers suffered losses from compromised consumption quality because the rice failed to meet the promised quality standards. Regarding the execution of the verdict, the judge emphasized that unless a bankruptcy decision exists against the business actor, the panel of judges will continue to issue a compensation verdict if all legal elements are proven. Therefore, if the business actor claims to lack assets or be bankrupt, they must independently prove this condition before the court. However, if bankruptcy is proven and no executable assets remain, the penalty may be converted into a substitute punishment with the permission of the Chief Judge of the District Court. The judge also highlighted that in this JDR Premium case, the criminal legal process proceeded before a civil lawsuit was filed. Ideally, a civil pathway such as a class action should be pursued first, in accordance with the principle of Prejudicieel Geschil (prejudicial question) which involves suspending criminal case examinations while awaiting the civil court verdict [25]. This sequence ensures that consumers can obtain compensation for their losses before criminal proceedings against the business actor resume. This is crucial to note because an ongoing criminal process does not automatically recover the losses experienced by consumers, either individually or collectively.

Regarding the obstacles consumers face when pursuing a class action, the judge acknowledged that a primary factor is the imbalance between the individual financial losses experienced by each consumer and the time and costs required to litigate individually. This condition constitutes the primary reason why the class action mechanism is highly relevant for application. Through this mechanism, consumers with minor individual losses can aggregate their claims and file a joint lawsuit. They will subsequently be represented by a class representative who incurred the most substantial loss and can most representatively advocate for the interests of all class members. Consequently, the judge opined that a class action is more efficient than individual lawsuits because it requires less time and money, and its verdict is legally binding on all class members. Furthermore, based on the statement by Kristy Briantony, S.STP, the Consumer Dispute Resolution Agency (BPSK) in Palangka Raya City is not yet actively functioning. Therefore, pursuing a class action mechanism through the Palangka Raya District Court emerges as the most viable option for consumers seeking to demand collective accountability from business actors.

## 4. CONCLUSION

Research and interviews conducted with JDR Premium rice consumers, members of the Consumer Protection Division of the Central Kalimantan Provincial Department of Trade and Industry (Disdagperin), and judges of the Palangka Raya District Court reveal that the distribution of adulterated JDR Premium brand rice in Palangka Raya City violates the Rice Quality Standard SNI 6128:2020. Laboratory test results at the Goods Quality Testing and Certification Center of the Central Kalimantan Provincial Disdagperin indicate that JDR Premium rice possesses a head rice yield of only 68%. This figure falls significantly below the 85% minimum threshold for premium rice and fails even to meet the standards for Medium 1 (80%) and Medium 2 (75%) rice. Furthermore, the percentage of broken grains was recorded at 30%, exceeding the maximum limit across all categories, while the damaged grain content reached 2.7%, surpassing the limits for premium and Medium 1 rice. Based on these comprehensive parameters, JDR rice is objectively equivalent only to a quality grade below Medium 2; however, it was marketed under a premium label at a price of Rp 21,200/kg. This price significantly exceeds the Maximum Retail Price (HET) of Rp 14,400/kg established in National Food Agency Regulation Number 7 of 2023. Consequently, these practices violate Article 7, letters a, b, and d regarding the obligations of business actors, as well as Article 8, letters a, d, and e of the UUPK. In response to these violations, Disdagperin implemented preventive protection measures, which included the quality supervision of over 20 circulating rice brands, the provision of the Regional Technical Implementation Unit (UPT) for Goods Quality Testing and Certification, guidance for business actors, and the socialization of consumer rights. Furthermore, the agency executed corrective protection measures, such as providing direct complaint services, coordinating with law enforcement agencies based on Article 59 of the UUPK, and recalling the product from circulation. However, the effectiveness of this protection remains hindered by two factors. Institutionally, the Palangka Raya City Consumer Dispute Resolution Agency (BPSK) remains inactive due to its recent establishment and limited operational budget. Consequently, Disdagperin has assumed its functions, directing consumers straight to litigation channels. From the consumer perspective, identified obstacles include a lack of information regarding available complaint mechanisms and a stark imbalance between individual financial losses ranging from Rp 34,000 to Rp 68,000 per person and the time and costs required to pursue independent legal action. As a result, consumers tend to remain silent and avoid pursuing legal follow-up actions for their losses.

Regarding the class action mechanism as an effort for consumer dispute resolution, consumers in the Indonesian legal system fundamentally possess several dispute resolution pathway options that can be pursued progressively before choosing litigation channels. The first pathway is direct resolution between consumers and business actors through deliberation to reach a settlement agreement, as based on Article 1851 of the Indonesian Civil Code (KUHPerdata). If an agreement is not reached, consumers may seek assistance from Non-Governmental Consumer Protection Institutions (LPKSM), as stipulated in Article 44 of the UUPK, to act as mediators or conciliators. Furthermore, LPKSMs possess legal standing to file lawsuits in court under Article 46, Paragraph 1, Letter c of the UUPK in cases involving mass losses. Subsequently, consumers can pursue resolution through the Consumer Dispute Resolution Agency (BPSK) based on Article 49 of the UUPK. This pathway involves conciliation, mediation, or arbitration mechanisms as regulated in Article 52 of the UUPK. Its primary advantage is that a decision must be issued no later than 21 days after the claim is received, pursuant to Article 55 of the UUPK. However, if all these pathways are unavailable or fail to provide adequate resolution, a class action lawsuit can be pursued as the final legal remedy (ultimum remedium) based on Article 46, Paragraph 1, Letter b of the UUPK in conjunction with Supreme Court Regulation (PERMA) Number 1 of 2002. In the JDR Premium rice case, this condition is fulfilled because the Palangka Raya City BPSK remains inactive, thereby narrowing the options for consumer dispute resolution. Based on the views of the Palangka Raya District Court judge, this case fulfills all the requirements of Article 2 of PERMA Number 1 of 2002 because it shares identical facts of violation, identical legal bases, and identical types of losses experienced by numerous consumers. Procedurally, the lawsuit is filed by fulfilling the formal requirements of Article 3, Paragraph 1 of PERMA Number 1 of 2002. This article mandates that the lawsuit must include the identity of the class representatives, a detailed class definition, the legal and factual grounds (posita) for the entire class, and a claim for relief (petitum) for compensation, along with a proposed distribution mechanism. Crucially, consistency between the posita and the petitum is paramount. Regarding compensation, the calculation is based on the discrepancy between the selling price of Rp 21,200 per kilogram and the Maximum Retail Price (HET) of Rp 14,400 per kilogram, resulting in an excess payment of Rp 6,800 per kilogram. This is in addition to the losses resulting from compromised consumption quality, which failed to meet the promised quality standards. The judge also highlighted that in this case, the criminal process proceeded before a civil lawsuit was filed. Ideally, a class action should be pursued first, in accordance with the principle of Prejudicieel Geschil (prejudicial question), to ensure consumers obtain tangible recovery for their losses, considering that criminal verdicts do not automatically restitute the losses experienced by consumers. Therefore, the class action lawsuit serves as the most proportional and realistic dispute resolution instrument for collectively aggrieved consumers in this case.

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