

Formulation of Standard Agreement in the Framework of Consumer Legal Protection of PT. PLN

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ABSTRACT

This study examines the legal consequences in the standard agreement between State Electricity Company (PT. PLN) as a public interest service provider company with consumers. This research study focuses on; First, legal protection for consumers if PT. PLN as a public interest service provider company does not fulfill its obligations in the power purchase agreement. Second, dispute resolution between consumers and PT. PLN. The purpose of this research is to contribute to the development of legal science in the field of Consumer Protection Law. The theoretical and practical benefits of this research are expected to contribute to the development of notarial law, especially regarding the formulation of standard agreements in the context of consumer legal protection of PT. PLN. This type of research is normative, or also known as library research. The study concludes that the legal protection of electricity customers in relation to the power purchase agreement letter (SPJBTL) has not been fully implemented. Regarding dispute resolution, it is possible for consumers to resolve through non-litigation legal channels, namely through the Consumer Dispute Resolution Agency (BPSK), because BPSK is easier, cheaper, faster, and simpler, in this case BPSK acts as a mediator in resolving electricity consumer disputes.

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I. INTRODUCTION

The existence of electricity is currently very decisive in supporting the economy. Electric power is included as a necessity which is an interest for the livelihood of many people. as mentioned in article 33 paragraph (2) of the 1945 Constitution which reads, "branches of production that are important for the state and the livelihood of many people are controlled by the state".¹

PT PLN (PERSERO) as a State-Owned Enterprise (BUMN) with these provisions is authorized by the government to manage electricity that controls the lives of many people. So important is electricity in society, the State Electricity General Company (PLN) which is a state-owned enterprise plays an important role because it concerns the lives of many people, both at the family level and the business level.

To obtain electricity supply at home or as a customer, a person needs to fulfill the requirements set by PT PLN (PERSERO). Therefore, consumers as customers must fulfill their obligations in accordance with the

¹ <https://jdih.kemenkeu.go.id/fulltext/2009/4TAHUN2009UUPenj.htm>.

conditions set by PT PLN (PERSERO), including in this case is to submit an agreement letter and statement letter that has been prepared by PT PLN (PERSERO) without involving the consumer in its preparation.

The community as a consumer is asked to provide a signature on the statement letter regardless of its content. In the power purchase agreement letter between PT PLN (PERSERO) and the customer as a consumer, there are obligations set by PT PLN (PERSERO) that must be fulfilled by PT PLN (PERSERO). These obligations include:

1. with quality as stipulated in the agreement.
2. Turning on electricity for customers in accordance with the time agreed upon by both parties.
3. Announcing to customers through mass media if the distribution of electricity needs to be stopped due to a plan, at least 3x24 hours in advance.
4. Replacing or repairing interference or damage that occurs to electric power connections or measuring equipment and other equipment measuring and limiting devices after a report from the customer.

The rights of customers as consumers, which are determined by PT.PLN (PERSERO) and must be fulfilled by the company in accordance with the contents of the power purchase agreement between PT.PLN (PERSERO) and customers, include:

1. The Customer has the right to information and explanations on matters relating to this agreement; and relating to this agreement;
2. Customer has the right to get the electric power service sustainably with the quality as promised, except if the following things happen:
 - a) Force Majeure, which is unforeseen matters beyond the ability of PT PLN (PERSERO);²
 - b) There is a disturbance in the installation of PT PLN (PERSERO) caused by equipment operation failure;
 - c) something happens to the installation of PT PLN (PERSERO) or customer installation that endangers the continuity of electricity distribution and/or public interest and safety and/or human life safety;
 - d) things that are considered to jeopardize regional security and/or state security occur;
 - e) there is the implementation of maintenance work, repair of disturbances, expansion or rehabilitation of PT PLN installations related to customer installations;
3. Customer has the right to repair service to the disturbance or deviation of the quality of electricity supplied;
 - a) Customer has the right to receive compensation in the form of load cost reduction for the cessation of electric power distribution that lasts continuously more than 3x24 (three times twentyfour) hours which amount is in accordance with the applicable provisions, except if the cessation of electric power distribution is caused by things as mentioned in point two (2) above.
4. The customer is entitled to a refund of the subscription deposit after taking into account the customer's outstanding electricity bills and other bills if this agreement is terminated for any reason.

PT PLN has determined the provisions contained in the agreement, while customers are only given the option to accept or reject the agreement. The customer has no role in influencing the content of the agreement.

Standard agreement (standard) in Dutch is known as "standaard contract" and in English is known as "standardize contract". A standard agreement or standard contract is a written contract made by only one party to the contract, often even in the contract has been printed (boilerplate) in the form of certain forms by one of the parties.³

In the standard agreement mentioned above, PLN unilaterally makes terms and conditions that must be fully followed by consumers who submit applications and have binding force. Where usually in the making of the agreement, consumers are not in a favorable bargaining position because the agreement forms are not made in front of both parties, the point is that consumers are only given two choices, namely accepting or rejecting it (take it or leave it) so that consumer protection is needed.⁴

Based on the explanation above, the request to form a regulation that can balance the unbalanced position, with a fairly long process. The government took the initiative to issue and promulgate a regulation, namely Law Number 8 Year 1999 on Consumer Protection. The new UUPK was declared effective on April 20, 2000.

Based on the arguments and problems above, the author will further examine how the formulation of standard agreements in the framework of consumer legal protection at PT PLN Cilacap. Then it will look at the

² <https://layanan.pln.co.id/permohonan-ubah-daya-pln>

³ Syahmin, *Hukum Kontrak Internasional*, (Jakarta: Rajawali Pers,2005),hlm.144

⁴ Pricylia A. Korah, *Kedudukan Nasabah Dalam Perjanjian Baku Yang Dilakukan Oleh Bank diunggap dari* <https://ejournal.unsrat.acs.id>, hlm. 6

legal protection of consumers if PT PLN Cilacap as a public interest service provider company does not fulfill its obligations in the power purchase agreement and dispute resolution between consumers and PT PLN in practice.

II. RESEARCH PROBLEMS

By looking at this background, there are problems according to the authors that can be raised to become research problems:

1. How is PT PLN's consumer protection?
2. What is PLN's position as a state-owned enterprise and its relationship with consumers?
3. What are the Sanctions for Violation of GCPL Law Number 8 Year 1999?

III. RESEARCH METHODS

research method is normative, or also known as library research, which is an effort to obtain data by exploring, examining, examining, and identifying knowledge in the literature (reading sources, reference books or selected documents related to the theme of this research) so that a conclusion of truth can be obtained both philosophically and empirically⁵. The source of this research data is secondary data obtained by conducting library research on the research materials used which include secondary legal materials and tertiary legal materials, namely: collecting data and studying law books, literature, scientific writings, laws and regulations and other readings related to this research.

1. Consumers

The definition of consumer in general is a user, user and / or utilizer of goods and / or services for certain purposes⁶. Based on the above understanding, experts define consumers as follows, in the text book on Consumer law, a consumer is one who purchases goods or services. This definition explains that a consumer is any individual or person who must be protected as long as they do not have business capacity and act as producers, business actors and / or business people.⁷

In Article 1 paragraph (2) of GCPL, consumer is "every person who uses goods and/or services available in the community, either for the benefit of himself, family, other people, or other living beings and not for trade." In Article 1 paragraph (5) of Law on Electricity, it is explained that consumer is "every person or entity who buys electricity from the Holder of Business Permit for Supply of Electricity to be used for final utilization and not for trading."

Article 1 paragraph (15) of Law Number 5 Year 1999 on the Prohibition of Monopolistic Practices and Unfair Business Competition Monopoly and Unfair Business Competition or abbreviated as LPMPUTS also contains the definition of consumer, namely "every user and or user of goods and/or services, both for their own interests and for the interests of other parties." Az. Nasution provides a limitation on the definition of consumer, namely:

- a) Consumers are everyone who gets goods or services that are used for certain purposes.
- b) An intermediate consumer is any person who obtains goods or services for use with the aim of making goods or services for trade.
- c) The final consumer is any natural person who obtains or uses goods or services for the purpose of meeting his personal, family, and not for resale.

Based on the explanation above, the subject referred to as a consumer means every person who has the status of a user of goods and services. The term "person" in the definition of consumer according to the Consumer Protection Law.

A. Consumer Protection

Legal protection for consumers is to protect consumer rights. Although very diverse, consumer rights can be broadly divided into three rights which are the basic principles, namely:

1. The right is intended to prevent consumers from losses, both personal losses and property losses;
2. The right to obtain goods and/or services at fair prices, and;
3. The right to a proper resolution to the problems encountered.

The existence of this legal relationship between consumers and business actors, in this case PT PLN (Persero), there is a mutually beneficial relationship. Business actors need consumers to become a market for their products or services in order to make a profit, while consumers need business actors to provide goods or services to meet their needs.

⁵ M. Iqbal Hasan, Pokok-pokok Materi Metodologi Penelitian dan Aplikasinya, Jakarta: Ghalia Indonesia, 2003, hlm. 45. Lihat juga: Noeng Muhadjir, dkk, Metodologi Penelitian Kualitatif, Yogyakarta: Rave Sarasin, 2000, hlm. 296

⁶ Az. Nasution, 2001, Perlindungan Hukum Konsumen, Grasindo, Jakarta, hlm. 5

⁷ Jhon M. Echols dan Hasan Sadily, Kamus Inggris-Indonesia, Gramedia, Jakarta, 1995, hlm. 124.

In principle, electricity can be classified as an intangible goods product. This means that in the context of product liability, these products are not only limited to tangible goods, but also include intangible products such as electricity. Consumer protection for electricity, within the framework of the Consumer Protection Law (UUPK), is generally related to product liability issues, which are related to the quality of electricity services. However, the relationship between PT PLN (Persero) and consumers is based on contract liability.

The agreement between PT PLN (Persero) and consumers has not been adjusted to the provisions of the GCPL, this is reflected in the electricity subscription application form which also contains standard clauses. These clauses are generally prepared by public bodies and do not provide opportunities for consumers to obtain legal protection in the event of default or unlawful acts. In principle, consumer legal protection in the aspect of civil law is regulated in Article 1320 of the Civil Code and Article 1365 of the Civil Code.

Article 1320 of the Civil Code stipulates that for the validity of an agreement, four conditions are required conditions, namely:

1. The agreement of those who bind themselves (toestemming van degenen die zich verbiden);
2. Capacity to enter into an agreement (de bekwaamheid om een verbintenis aan te gaan);
3. A certain thing (een bepaald onderwerp); and
4. A lawful cause (een geloofde oorzaak)

Article 1365 of the Civil Code sets out the requirements for claiming damages for unlawful acts, stating that any unlawful act that causes harm to another person requires the party responsible for the act to compensate for the loss.

B. Consumer Protection Theory

According to the Business English Dictionary, consumer protection is protecting consumers against unfair or illegal traders⁸. Meanwhile, Black's Law Dictionary defines a statute that safe guards consumers in the use of good and services. ⁹Consumer protection is a term used to describe the legal protection given to consumers in their efforts to meet their own needs against problems that harm consumers themselves. The purpose of law is to realize justice, Adam Smith gave birth to the teaching of justice (justice) which states the end of the justice source from the injury.¹⁰

According to G.W. Paton, the rights granted by law not only contain elements of protection and interest, but also for the will. Law is essentially an abstract thing, but in its realization it can be concrete. A legal provision can be said to be good if the result of its application is goodness, happiness, and reduced suffering, so according to Az. Nasution, consumer protection law is the overall principles and rules that protect and regulate consumers between providers and users in everyday life.¹¹

Piliphus M Hadjon explained that in consumer protection there are two theories of legal protection, namely repressive legal protection and preventive legal protection¹². Repressive legal protection, namely legal protection carried out by applying sanctions against the perpetrator in order to enforce the actual law which is usually carried out in court. Preventive legal protection is legal protection that aims to prevent a dispute from occurring.¹³

The Consumer Protection Law Article 1 point 1 states that, consumer protection is all efforts that ensure legal certainty to provide protection to consumers. This means that consumer protection is a legal device created by government agencies to provide legal protection and guarantee legal certainty for consumers from various disputes or problems because they feel harmed by business actors¹⁴. Consumer protection has a broad scope, covering consumer protection of goods and / or services, which starts from the stage of activities to obtain goods and / or services to the consequences of using these goods and / or services.

C. Dispute Resolution Theory

Dispute resolution theory according to Dean G Pruitt and Jeffrey Z. Rubin there are 5 (five), namely: First, contending, which is trying to implement a solution that is preferred by one party over the other. Second, yielding, which is lowering one's own aspirations and being willing to accept the shortcomings of what is actually desired. Third, problem solving, which is looking for alternatives that satisfy both parties. Fourth, with drawing,

⁸ Peter Colin, Business English Dictionary, Linguaphone, London, 2006, hlm. 61

⁹ Bryan A. Garner, Black's Law Dictionary, Eight Edition, St. Paul Minnesota, 2004, hlm.335.

¹⁰ Zulham, *Op., Cit*, hlm. 54

¹¹ Az Nasution, *Op. Cit* hlm. 22.

¹² Piliphus M. Hadjon, *Perlindungan Hukum Bagi Masyarakat di Indonesia*, Graha Ilmu, Yogyakarta, hlm.21.

¹³ *Ibid*, hlm. 22.

¹⁴ Eli Wuria Dewi, *Op. Cit*, hlm. 5

which is choosing to leave the dispute situation, both physically and psychologically. Fifth, in action (silence), which is not doing anything.¹⁵

Legal anthropologists have expressed their opinions on the ways of dispute resolution that occur in society, both in traditional and modern societies. Laura Nader and Harry F. Todd Jr explain 7 (seven) ways of resolving disputes in society, namely:

1. Lumpingit (leave it alone), by the party who feels unfairly treated, fails to pursue his claim. He/she decides to ignore the problem or the issues that gave rise to his/her claim and continues his/her relationship with the perceived wrongdoer. This is done due to various possibilities such as lack of information about the process of filing a complaint with the judiciary, lack of access to judicial institutions or deliberately not proceeding to court because it is estimated that the losses are greater than the benefits both in terms of material and psychological predictions.
2. Avoidance, in which the aggrieved party chooses to reduce relations with the party who harmed him or to stop the relationship altogether, for example in a business relationship something similar can happen. By evading, the problem that gave rise to the complaint is avoided. In contrast to the first solution (lumping it), where relationships continue, only the issue is considered resolved. Meanwhile, in the case of the second form (avoidance), the aggrieved party complains about it. In the first form of settlement, the relationship between the disputing parties continues, but in the second form, the relationship between the two disputing parties can be stopped in part or in whole.
3. Coercion, where one party imposes a solution on the other, is unilateral. Coercive actions or threats to use force generally reduce the likelihood of an amicable settlement.
4. Negotiation, both parties are decision-makers. The problem solving is done by both of them, they agree without a third party interfering. Both parties try to convince each other, so they make their own rules and do not solve it by starting from existing rules.
5. Mediation, a third party who assists the two disputing parties to find an agreement. This third party may be chosen by the parties to the dispute, or appointed by an authorized person. Whether the mediator is chosen by the parties, or appointed by an authority, both parties to the dispute must agree that the services of a mediator will be used in the search for a solution. In a small community (paguyuban) it is possible that those who act as mediators also act as arbitrators and judges.
6. Arbitration, in which two parties to a dispute agree to have a third party, an arbitrator, intervene and agree from the outset that they will accept the arbitrator's decision.
7. Adjudication, which is a third party who has the authority to interfere with the solution of the problem, regardless of the wishes of the parties to the dispute. The third party also has the right to make a decision and enforce the decision, meaning that the third party seeks to have the decision implemented.¹⁶

These seven ways can be divided into three ways of dispute resolution, namely traditional, alternative dispute resolution (ADR) and court. The traditional methods are lumping it, avoidance and coercion. These three methods cannot be found in legislation. Included in dispute resolution using ADR are negotiation, mediation and arbitration.

These three methods are contained in Law Number 30 of 1999 concerning Arbitration and Alternative Dispute Resolution Options, while dispute resolution in court is known as procedural law.¹⁷

D. Covenant Law

Agreement or consent is regulated in Article 1313 of the Civil Code which states that, an agreement or consent is an act by which one or more people bind themselves to one or more people. According to Subekti, an agreement is an event in which one person promises to another or in which the two people promise each other to carry out a matter. According to Yahya Harahap, an agreement is a legal relationship concerning property law between two or more people, which gives rights to one party and obligations to the other party regarding an achievement.¹⁸ Meanwhile, in the law of agreements, seven principles are recognized, namely the principle of freedom of contract, the principle of consensualism, the principle of binding force, the principle of personality, the principle of good faith, the principle of equality, and the principle of legal certainty.¹⁹

In conclusion, an agreement is a legal action that creates a legal relationship between two or more people that results in obligations and rights involving other parties to an achievement.

¹⁵ Dean G Pruitt & Z. Rubin, *Konflik Sosial*, Yogyakarta: Pustaka Pelajar, 2004, h. 4-6.

¹⁶ Laura Nader & Harry F. Todd Jr, *The Disputing Process Law in Ten Societies*, New York: Columbia University Press, 1978, h. 9-11

¹⁷ *Ibid*, h. 11-12

¹⁸ M. Yahya Harahap, *Segi-Segi Hukum Perjanjian*, PT. Bima Cipta, Bandung, 1986, hlm. 6.

¹⁹ Subekti, *Hukum Perjanjian dan Penerapannya*, PT Raja Grafindo, Jakarta, 2003, hlm. 34.

2. PLN Positions as a State-Owned Enterprise and its Relationship With Consumers

A. PLN Positions as a State-Owned Enterprise and its Relationship With Consumers

Until now PT PLN Persero is the only state-owned enterprise that provides electricity supply for the people of Indonesia. PT PLN Persero, which is a state-owned enterprise, is a business entity that is assigned by the government solely to carry out the business of providing electricity for the public interest.

It is as stated in article 7 of Law 15 of 1985 on Electricity in conjunction with article 3 paragraph 1 and 13 of Government Regulation No. 10 of 1989 on the Supply and Utilization of Electricity states that in the case of cooperatives, private, and state-owned enterprises or other state institutions as the Electricity Business Holder of the state-owned enterprises, namely PLN.

The legal basis about the position of PT PLN Persero as a State-Owned Enterprise is also regulated in article 7 paragraph 1 of Law No. 15 of 1985 on Electricity, that the business of supplying electricity is conducted by the state and organized by a state-owned enterprise established under the applicable laws and regulations as the holder of the power of electricity business.

B. Relationship Between PT PLN (Persero) and Customers or Consumers

PT PLN Persero can establish relationships with customers or consumers through contractual agreements between the two parties. The way of this relationship is regulated in article 25 of Government Regulation No. 10 of 1985 concerning the Provision and Utilization of Electricity, which states the rights of business actors.

1. The Holder of Power of Attorney for Electricity Business and the Holder of Permit for Electricity Business for Public Interest in providing electricity are given the right to:
 - a. To inspect the electricity installation which is needed by the society, either before or after getting the electricity connection;
 - b. take action on violations of the electricity connection agreement by the user;
 - c. to take action to control the unauthorized use of electric power.
2. The Electricity Business Authorization Holder and the Electricity Business License Holder shall not be liable for risks to health, life and property arising from improper use or misuse of electric power.
3. The Holder of Power of Attorney of Electricity Business and the Holder of License of Electricity Business for Public Interest in providing electricity shall:
 - a. provide good service;
 - b. provide electricity continuously with good quality and reliability;
 - c. provide repairs, if there is an electrical power interruption;
 - d. liable for any loss or danger to life,

Meanwhile, the rights and obligations of the community as electricity consumers are regulated in Article 26 of PP 10 of 1989 as follows:

1. The people in the business area of the Holder of Power of Attorney for Electricity Business or the Holder of Permit for Electricity Business for Public Interest shall have the right to get the electric power provided by the Holder of Power of Attorney for Electricity Business or the Holder of Permit for Electricity Business for Public Interest concerned.
2. People who have received electricity have the right to:
 - a. get good service;
 - b. get electricity continuously with good quality and reliability;
 - c. receive services for repairs if there is an electrical power interruption.
3. People who have received electricity have an obligation:
 - a. implement security against hazards that may arise from the utilization of electricity;
 - b. to keep and maintain the security of electricity installation;
 - c. use electric power in accordance with its designation. The people who have got the electric power shall be responsible because of his/her mistake resulted in loss for the Holder of Power of Electricity Business or the Holder of License of Electricity Business for Public Interest.

3. Sanctions for Violating GCPL Law Number 8 Year 1999

a. Sanctions for Business Actor Violations (PLN)

In an effort to strengthen consumer protection in accordance with the Consumer Protection Law (UUPK) Number 8 of 1999, the National Consumer Protection Agency (BPKN) was established. Article 33 states that BPKN has the function of providing advice and consideration to the government in the development of consumer protection in Indonesia. To carry out this function, BPKN has the following tasks:

- a) Provide advice and recommendations to the government in order to formulate policies in the field of consumer protection;
- b) Conduct research and study of applicable laws and regulations in the field of consumer protection;
- c) Conduct research on goods and/or services concerning consumer safety;

- d) Encourage the development of non-governmental consumer protection organizations;
- e) Receive complaints about consumer protection from the public, non-governmental consumer protection organizations, or businesses; conduct surveys concerning consumer needs. consumer protection organizations, or business actors; conduct surveys concerning consumer needs.

As the above function is none other than to improve and develop consumer protection. The sanctions given by BPSK in GCPL Law Number 8 Year 1999 related to violations for business actors (PLN) who violate are as follows:

1. Administrative Sanctions

- a) The consumer dispute resolution body is authorized to impose administrative sanctions on business actors who violate Article 19 paragraph (2) and paragraph (3), Article 20, Article 25 and Article 26.
- b) Administrative sanctions in the form of determination of compensation at a maximum of Rp. 200,000,000.00 (two hundred million rupiah).
- c) The procedure for determining administrative sanctions as referred to in paragraph (1) shall be further regulated in laws and regulations.

2. Criminal Sanctions

Criminal prosecution can be carried out against business actors and or their management.

- a) Business actors who violate the provisions as referred to in Article 8, Article 9, Article 10, Article 13 paragraph (2), Article 15, Article 17 paragraph (1) letter a, letter b, letter c, letter e, paragraph (2) and Article 18 shall be punished with a maximum imprisonment of 5 (five) years or a maximum fine of Rp. 2,000,000,000.00 (two billion rupiah).
- b) Business actors who violate the provisions as referred to in Article 11, Article 12, Article 13 paragraph (1), Article 14, Article 16, and Article 17 paragraph (1) letter d and letter f shall be imprisoned for a maximum of 2 (two) years or a maximum fine of Rp 500,000,000.00 (five hundred million rupiah).

For violations that cause serious injury, serious illness, permanent disability or death, applicable criminal penalties will apply. In addition to the criminal penalties as set out in Article 62, additional sanctions may also be imposed, including:

- 1. forfeiture of certain property;
- 2. publication of a judicial decision
- 3. payment of compensation;
- 4. an order to cease certain activities that cause consumer harm;
- 5. mandatory withdrawal of goods from circulation; or
- 6. revocation of business license.

b. Sanctions for Consumer Violations

In the Law of the Republic of Indonesia No. 30 Year 2009 on Electricity, it is explained about the consequences and rules that apply to violators who are responsible for losses, which include:

1. Administrative Sanctions

Administrative sanctions as described in chapter fourteen of article 48 of Law No. 30 of 2009 on electricity, as follows:

- a. Any person who violates the provisions as referred to in Article 16 paragraph (3), Article 17 paragraph (3), Article 27 paragraph (2), Article 28, Article 3 paragraph (3), Article 35, Article 37, Article 42, or Article 45 paragraph (3) shall be subject to administrative sanctions in the form of, written warning, temporary suspension of activities; and/or revocation of business license.
- b. Administrative sanctions as referred to in paragraph (1) shall be imposed by the Minister, Governor, or Regent/Mayor in accordance with their authority. d. Further provisions regarding the procedures for imposing administrative sanctions as referred to in paragraph (1) shall be regulated by Government Regulation. Further provisions regarding the procedures for the imposition of administrative sanctions as referred to in paragraph (1) shall be regulated by Government Regulation.

2. Criminal Provisions

Penal provisions as described in chapter fifteen of article 51 of Law No. 30 of 2009 on electricity, as follows:

- a. Any person who does not fulfill the safety of electricity as referred to in Article 44 paragraph (1) so as to affect the continuity of electricity supply shall be punished with imprisonment for a maximum of 3 (three) years and a maximum fine of Rp500,000,000.00 (five hundred million rupiah).

- b. If the act as referred to in paragraph (1) results in the interruption of electricity to the detriment of the public, shall be punished with imprisonment for a maximum of 5 (five) years and a maximum fine of Rp.2,500,000,000.00 (two billion five hundred million rupiah).
- c. Any person who unlawfully uses electric power that is not his/her right shall be punished with imprisonment for a maximum of 7 (seven) years and a maximum fine of Rp.2,500,000,000.00 (two billion five hundred million rupiah).

IV. CONCLUSION

Based on the results of the research and discussion above, in this study conclusions can be drawn as follows:

- a. Legal protection of electricity customers as consumers in P.T PLN (Persero) in terms of relation to the power purchase agreement (SPJBTL) made by PLN which contains rights and obligations, has not been fully implemented. This can be seen by the number of complaints in relation to the fulfillment of the obligations contained in the SPJBTL, such as: voltage ups and downs, sudden blackouts, service to complaints of interference that is too long so as to cause reluctance from electricity customers as consumers to make complaints because of the lack of responsiveness of the PLN as a business actor. Another thing is related to the losses suffered by consumers in the form of damage to electronic goods due to blackouts and / or voltage fluctuations without prior notification or information, which allows consumers to claim compensation based on Article 1243 of the Civil Code in the form of costs that are actually incurred, damage to an item due to default and profit or interest that should be obtained, can demand the fulfillment of their rights based on the Law besides that consumers can Consumer Protection, namely Article 7 letter g stated that: "Business actors are obliged to provide compensation and/or compensation for losses if the goods and/or services received or utilized are not in accordance with what was promised". This is supported by the provisions governing consumer rights, as stated in Article 4 letter h, namely: "the right to obtain compensation, compensation and/or replacement if the goods and/or services received are not in accordance with the agreement or not as they should be".
- b. In connection with the settlement of disputes between PT PLN (Persero) and electricity consumers, it is possible for consumers to resolve through non-litigation legal channels, namely through BPSK, which through BPSK is easier, cheaper, faster and simpler, in this case BPSK acts as a mediator in resolving electricity consumer disputes.

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