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# Legal Review of Consumer Protection Law in Bugis-Makassar Traditional Clothing Rental Services in Sidrap Regency, Indonesia

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## ABSTRACT

This study analyzes the legal aspects of consumer protection in Bugis-Makassar traditional clothing rental services in Sidenreng Rappang (Sidrap) Regency. With the increasing demand for traditional clothing for various events, it is important to understand the rights and obligations of both renters and service providers. This study uses a normative legal approach by reviewing relevant laws and regulations, including Law No. 8 of 1999 concerning Consumer Protection. The study results indicate that business actors in the traditional clothing rental sector must comply with consumer protection principles, such as clarity of information, quality of goods, and responsibility for losses experienced by consumers. In addition, this study also identifies potential disputes that may arise due to violations of consumer rights, such as embezzlement of rented goods. In this context, it is important for service providers to maintain consumer trust and fulfill their legal obligations. This study is expected to contribute to the development of consumer protection law in Indonesia, especially in the rental service sector, as well as provide recommendations for business actors to improve fair and transparent business practices. Thus, consumer protection can be realized effectively, creating a mutually beneficial relationship between renters and the service providers. Providers.

**Keywords:** Consumer Protection, Traditional, Clothing Rental, Civil Law.

## I. Introduction

The cultural diversity of the Indonesian nation is always maintained and preserved from generation to generation, which is a depiction of the wealth of our nation, namely the Indonesian nation, which is the capital and foundation for the development and advancement of national culture. Developing national culture means maintaining, preserving, confronting, enriching, disseminating, utilizing, and improving the quality and utility of culture. The benefits generated in the culture are the continuation of community life, covered by traditions, systems, symbols, meanings, guidelines, and ways of adapting to survive in nature. Regional traditional clothing is an interaction between indigenous peoples who want to show their identity. One of the traditional clothes found in the province of South Sulawesi is the Bodo dress. The *Bodo* dress is a



traditional dress from South Sulawesi, which is generally worn by the Bugis, Makassar, and Mandar tribes. Women often wear the Bodo dress in various events, from traditional weddings to cultural events. Even now, the traditional clothes are often used at events in various institutions and companies, even offices also help maintain the sustainability of the region, especially in South Sulawesi Province by wearing their traditional clothes, so it can be said that currently the traditional clothes of *Bodo* clothes can be used both in formal and non-formal events. Traditional clothes are important symbols that show cultural identity, especially the culture of the Bugis-Makassar tribe in South Sulawesi.

Even traditional clothing, especially *Bodo* clothes, cannot be separated from the influence of fashion that is currently developing by showing changes in customer tastes (users of traditional clothing rental services) due to the support of technology and social media used in introducing the Bugis-Makassar tribe culture to the community, so that they influence each other. Changes in the tastes of the community that are thirsty for updates in the fashion world also affect these traditional clothes, especially in design and materials used in producing traditional clothing. The role of information and communication technology (ICT), especially social media, also plays a role in facilitating the development of innovation from design to distribution to users of traditional clothing. Efforts to survive and enter the industrial revolution are to innovate as one way (Megasari et al, 2019). In the end, traditional clothing, especially Bodo clothes, also became one of the clothes produced quickly and changed in terms of materials and motifs. However, they still maintained the distinctive shape of traditional clothing. (Faidhul et al, 2023) When viewed from an economic law perspective, we can find that it not only regulates buying and selling activities, exchanges, mortgages, contract agreements and so on, but also regulates rental activities, especially rental activities of Bugis-Makassar traditional clothing in South Sulawesi, where these business activities are currently developing both in the capital city and in the district, especially in the Sidenreng Rappang Regency (SIDRAP) area. In the activity of renting traditional Bugis-Makassar clothing, the author found that the process of renting traditional Bugis-Makassar clothing began with ordering the model of the traditional clothing, both old and new models, by consumers for specific events or activities, such as *Mappenre' Botting* marriage ceremony, cleansing the soul and body of the bride and groom (*Mappaccing*), religious activities such as completing the Qur'an *Mappenre' temme'*, cultural activities welcoming the harvest ( *Mappadendang* ), and exhibition activities that could reach outside South Sulawesi. So that the owner of the rental business looks for the materials and even orders directly from the source of manufacture such as; making of Bone's typical peci (*songkok to bone*) in Bone Regency, and sarongs (*lipa' sabbe*) in Sengkang area, and accessories are also ordered directly from the shop (market place) which is only available in South Sulawesi province such as belts (*Pa' bekkeng*) specifically for men's traditional clothing (*Jas Tutu'*), wrist bands (*simattaiya'*) specifically for *Bodo* clothes and other accessories. However, the problem experienced by the owner of the traditional clothing rental is often that consumers/users of the traditional clothing rental service do not fulfill or even appear to be in default (breaking promises) when the consumer orders a traditional clothing model. However, when the materials have been fulfilled and are ready to be executed (designing the model order from the consumer), a party from the consumer cancels the order that has been promised, so that the party from the owner of the traditional clothing rental feels disadvantaged. Not only that, consumers also after using traditional clothing rental services are not free from damage to the goods that have been rented, either intentionally or unintentionally, even to the point of removing the goods or traditional clothing that has been rented, meaning that the consumer/renter of traditional clothing services has committed an act of negligence that can injure the trust of the owner of the traditional clothing rental, even to the point of committing an unlawful act (*Onrechtmatige Daad*) where the unlawful act is embezzling goods from the owner of the rental business and even embezzling money from the results of the rental of traditional clothing carried out by the owner of the wedding organizer (*Indo' Botting*).

In the study on "Legal Review of Consumer Protection Law on Bugis-Makassar Traditional Clothing Rental Services in Sidenreng Rappang Regency (SIDRAP)" contains the principle of Pacta Sun Servanda so that if the lessee and the consumer can keep their promises so that a legal relationship process is created, not only the traditional clothing lessee gets benefits from the consumer ( customer ), or the satisfaction felt by the

consumer (customer) itself, but both parties can bind themselves in an agreement and achieve justice, legal protection and legal certainty for both the lessee and the user of the Bugis-Makassar traditional clothing rental service (customer) according to the provisions of A. Zulkarnaen (2018) of the Civil Code, these provisions contain the principle of binding force. In addition, this research also contains the principles of In Good Faith, *Te Goeder Trouw*, *De Bonne Foi*, which state that the agreement must be implemented by observing the norms of propriety and morality (Amir & Nursal, 2023). In carrying out rental activities, especially the rental of traditional Bugis-Makassar clothing, Good Faith is very much needed, where the principle is stated in the provisions of the law in the Civil Code, which states that "The agreement must be carried out in good faith. This principle is that the parties, both the renter of traditional clothing and the user of the traditional clothing rental service (customer), must comply with two types of Good Faith. First, the substance of the contract must be based on firm trust or belief or the will of the consumer/user of the traditional clothing rental service. Both parties must pay attention to the real attitude and behavior of the subject (relative). Second, the assessor must use common sense and justice and make objective measurements to assess the situation (impartial assessment) according to objective norms.

## II. Literature Review and Hypothesis Development

The theories are the Civil/Private Law Theory (*Privaat recht*), the Contract/Contract Law Theory, and the Evidence Theory, which explain several theories outlined in the research.

### 2.1. Civil/Private Law Theory (*Privaat recht*)

Civil/Private Law (*civiel recht or privaate recht*) can be seen from its scope. Civil Law Theory can be divided into two types, namely, Material Civil Law and Formal Civil Law. Material Civil/Private Law, namely, all fundamental laws that regulate individual interests. Material Civil Law is commonly called Civil Law, while Formal Civil Law is called Civil Procedure Law, which regulates how a person defends their rights if violated by others. The following is a definition of civil law by several legal experts (Soebekti, 1972). Civil Law is all the fundamental laws that regulate individual interests. Therefore, it can be concluded that the Civil/Private Law Theory is a law that regulates legal relations between one person and another in society, which focuses on individual interests. This study refers to the theory of private law, where a person, both the owner of a traditional clothing rental business and the user of traditional clothing rental services (customer), has their respective interests.

### 2.2. Legal Theory of Agreements/Engagements

In Book III of the BW Burgerlijk Wetboek (1847), Staatsblad number 23 entitled Regarding Contracts (*verbintenissen*) has a broader meaning than "agreement" because in Book III it is also regulated regarding legal relations that are not based on an agreement or contract, namely regarding contracts arising from unlawful acts (*Onrechtmatige daad*) and regarding contracts arising from the management of the interests of others that are not based on agreement (*zaakwaarneming*). However, most arise from agreements or contracts, meaning that a contract is an abstract concept, while an agreement is a concrete legal event. As for what is meant by an obligation from Book III, BW is "a legal relationship (regarding different assets) between two or more people, which gives one the right to demand an item from the other, while the other person is required to fulfill the claim. This theory is also very closely related to property rights (Property Law), where in Book II it is regulated through the provisions of Article 499 of the Civil Code, "goods are every object and every right that can be the object of property rights (Ulfanora & Almaududi, 2023). As for what is meant by goods according to Soediman (1965), they are all tangible goods and rights (except property rights). Legal science is everything that can be an object of law, goods that can be owned, and the rights of every person protected by law (Simanjuntak, 2015).

### 2.3. Theory of Proof

Regarding the theory of proof, especially in the civil field, there are at least four theories of the burden of proof, namely:

#### 1. Affirmative theory

Affirmative Theory, the burden of proof is on the party alleging something, regulated in (Kusmiati Ike, 2001) which stipulates "Any person who alleges that he has a right, or in order to confirm his right or deny the rights of others, points to an event, is required to prove the existence of said right or event." So, the burden of affirmative proof that is required to prove its argument is on the party that claims the existence of a right or event, not imposed on the party that denies it. Because the proof is negative, the burden of proof that is required on those who deny the existence of a right or a legal event is heavy and unfair. However, the burden of negative proof is not impossible in certain circumstances. Because in practice and the law that applies to a right and the occurrence of a legal event, some are given extraordinary evidence; for the opposite, no such evidence is given.

#### 2. Normative Theory

In normative Theory, the burden of proof must be given to the party based on the relevant legal rules, also called " Process Rechtelijke theorie ". This means that the party required to prove by the judge has been determined by the rules regulated in the relevant procedural law. Examples include: The existence of force majeure is proven by the debtor (Adina Foltiş, 2015); Anyone who demands compensation for losses caused by an unlawful act must prove that there was a fault (Ahmad Rizky Siregar et a, 2024); Anyone who submits the last three receipts is deemed to have paid all installments (Krisnawati, Iga A. Ari, 2019); and whoever controls movable property is considered the owner (*beziiter is eigenaar*) (Paul Spance, 1978).

### 2.4. Theory of Appropriateness

The Theory of Property (*Blijkheidtheorie*) explains that the party who is obliged to prove their arguments is not the party who makes the arguments, or the party accused of committing a legal act, but, according to propriety, whoever has a stronger position is the one who is obliged to prove it. According to Supomo, the burden of proof should be imposed on the least burdened party. Maruarar Siahaan argues that the "theory of property" cannot always be used in practice, because it can cause legal uncertainty.

### 2.5. Subjective and Objective Theory

The Subjective and Objective Rights Theory (*Subjective en Objectieve Rechtelijke Theorie*) explains that anyone who claims certain subjective rights or objective rights denied by the party must prove their subjective or objective rights. Subjective rights relate to rights that are owned by the legal subject concerned. Behind that, objective rights arise from specific laws and regulations (for example, ownership rights to goods, etc.). So, in terms of the burden of proof, the party claiming them is the one who is required to prove their rights, both subjectively and on a normative basis according to material laws and regulations (I Dewa Gede Atmaja and I Nyoman Putu Budiarta, 2018)

## III. Research Method

### 3.1. Research Type

This research method uses an empirical sociological research method, so the discussion described uses an interview method with the owner of the Bugis-Makassar traditional clothing rental business, which is based on statutory provisions, legal principles, legal theory, and applicable legal principles.

### 3.2. Research Approach

This study uses a social field approach. Research is to review legal events to reveal legal cases regarding traditional clothing rental agreements between traditional clothing rental business owners, traditional clothing rental service users (Customers), and wedding owners. Organizer (*Indonesia Botting*) according to the applicable legal provisions ( *das sein* ) especially in consumer protection law and reviewed from the perspective of criminal provisions, so that acts of abuse of trust in rental business activities can occur due to negligence or even intentions that deviate from the agreement, which agreement results in a breach of contract (Breach of Promise) and even to unlawful acts (*Onrechtmatige daad*). This approach, in addition to being reviewed from a legal perspective, also involves data collection through direct observation, interviews, or documentation analysis to uncover the root of the legal problems that arise both for the rental business owner and for the customer and the wedding organizer business owner, where the three parties make a business agreement for renting Bugis-Makassar traditional clothing.

## IV. Results and Discussion

### 4.1. Application of contract law to the business activities of renting traditional Bugis Makassar clothing

The Bugis-Makassar traditional clothing rental business started in 2019. The potential for the traditional clothing rental business needs creative ideas, because the users of the traditional clothing rental service (customers) ask for more modern modifications. In addition, in forming creativity, cooperation is needed in making traditional clothing carried out by the owner of the clothing sewing service business (Taylor), according to Book III BW (Civil Code) regarding obligations or agreement law. As for what is meant by "bond" by Book III BW is: A legal relationship (regarding property wealth) between two people who give the right to one to demand something from the other while the other person is required to fulfill the demand (Subekti, 2003) in making Bugis-Makassar traditional clothing ( *tutu' jacket* ) specifically for men, different from traditional clothing specifically for women ( *bodo clothes* ) where the order is directly from the shop ( market place ) that provides the traditional clothing ready to wear including other traditional clothing ( *Tokko Clothes* ) including the materials for the accessories (*pa'picing-picing*) in making the Bugis-Makassar traditional clothing model (*Bodo Clothes*), after the goods and materials to make the traditional clothing model have been collected, then the traditional clothing is made according to the creativity and requests of the user of the traditional clothing rental service/ customer, so that the customer is obliged to pay the expenses and services of the owner of the traditional clothing.

Not only that, the owner of traditional clothing also usually enters into a cooperation agreement with the wedding organizer (*Indo Botting*), government agencies, and the Company where the form of cooperation has a different purpose, just like in Book II which regulates the legal relationship between the owner, customer and the goods to be rented (property rights), but Book III regulates the legal relationship between the owner of the traditional clothing rental business and the customer (individual rights), who wants to use the traditional clothing rental service. The form of cooperation from each party, starting from the wedding organizer (*Indo Botting*) where the form of cooperation is that the wedding organizer (*Indo Botting*) requests clothes according to the needs of its customers, so that the wedding organizer is willing to pay for the rental service using either personal money or money from the customer of the wedding organizer, meaning that the customer, wedding organizer (*Indo Botting*), and the owner of the traditional clothing rental are interdependent (Mutual Symbiosis), The form of cooperation with government agencies or companies is only limited to specific events and days such as; events to welcome Indonesia's independence day which falls on August 17, birthday events for companies, and so on (Andi Ceceski Linda. 2024). Some customers use traditional clothing rental services for photo shoots using traditional clothing and other accessories, such as pre-wedding photography, maternity photography, magazine or song covers, even making video clips with the theme of Bugis- Makassar customs, to family photos that include makeup. This aims to increase profits

from the business and protect customer rights, which are stated in Article 4 of Law No. 8 of 1999 concerning Consumer Protection, so that customer rights can be adequately fulfilled (Article 4 of Law No. 8 of 1999 concerning Consumer Protection).

The price of the traditional clothing rental service depends on the model of the traditional clothing, whether it is an old or a new model. For example, the estimated price is Rp for an old model that is rarely used. 50,000.00 complete with a headscarf (for Muslims), sarong (*Lipa' sabbe*), not including accessories, while the new model's estimated price also depends on the type and motif, some are Rp. 80,000.00, Rp. 100,000.00, even up to Rp. 130,000.00. Suppose the customer's request for traditional clothing rental is large, reaching more than one dozen. In that case, the user of the traditional clothing rental service (customer) is entitled to a promo price according to the agreement, and also depends on the normal price of the traditional clothing requested/rented. Said Andi Ceceski Linda (Bugis-Makassar traditional clothing rental business owner). The profit obtained for 1 month on weekdays is estimated at Rp. 15,000,000.00 or more, for special days from government agencies and companies (1 month before the day itself, such as Indonesian independence, Pancasila, company anniversaries, both state-owned and private companies, and others), the profit obtained in 1 month reaches Rp. 30,000,000.00 or more, said Andi Ceceski Linda (Second day interview)

4.2. Legal settlement of the consequences of breach of contract (Broken Promise) and sanctions applied if there is embezzlement of funds/goods carried out by the owner of the wedding organizer (*Indo' botting*).

In formulating the definition of consumer protection, it can be seen in Article 1 Number 1 of Law No. 8 of 1999 concerning Consumer Protection, namely "Consumer protection is all efforts that guarantee legal certainty to protect consumers" (Said, and Rahmah, 2022) the purpose of the provisions of the legislation is not only to provide a guarantee of the rights of customers in renting traditional clothing, but also to provide legal certainty so that there are no arbitrary actions that will result in default (Broken Promise) from the business actors of the traditional clothing rental service—qualitatively determined in the provisions of the Consumer Protection legislation and other legislation provisions that are still in effect in providing consumer/customer protection, both in the field of Private Law (Civil) and the field of Public Law (Criminal Law and State Administrative Law). As stated above, the involvement of various disciplines clarifies the position of Consumer Protection Law in studying Economic Law (Ahmadi Miru et al., 2004).

Sunaryati Hartono said that economic law is all regulations and legal thoughts regarding ways to improve and develop economic life and share the results of economic development fairly and evenly, by human rights. The definition of a business actor can be seen in Article 1 Number 3 of the UUPK, namely "every person or business entity, whether in the form of a legal entity or not a legal entity that is established and domiciled or carries out activities within the jurisdiction of the Republic of Indonesia, either alone or together through an agreement to carry out business activities in various economic fields" (Dede Hafirman Said, Azizatur Rahmah, 2011) what is meant by business actors include companies, corporations, BUMN, cooperatives, importers, traders—Distributors, rental services for goods and services, and so on. The definition of a business actor in Article 1, Section 3 of the UUPK is quite broad because it includes wholesalers, suppliers, retailers, etc. The broad scope of the definition of a business actor in the UUPK has similarities with the definition of a business actor in the European Community, especially the Netherlands, that those who can be qualified as producers are: finished product makers; raw material producers; spare part makers; Any person who presents himself as a producer, by including his name, a specific identification mark, or another mark that distinguishes it from the original product, on a particular product; an importer of a product to sell, rent, leasing or other forms of distribution in a trade transaction; a supplier, in cases where the identity of the producer or importer cannot be determined (Johannes Gunawan, 1994,).

However, if there is a breach of contract (break of promise) committed by the user of traditional clothing services or there is embezzlement of goods and funds from the rental of traditional clothing from the owner of the Bugis-Makassar traditional clothing business which results in an unlawful act (*Onrechtmatige daad*) committed by the wedding organizer (*Indo' Botting*) then this is done through mediation (the

perpetrator of the breach of contract) if there is a cancellation of the traditional clothing order agreement between the business actor and the user of the traditional clothing rental service which can be proven through a record of the list of users of the traditional clothing rental and proof of the cost of shopping for materials for making traditional clothing from the supplier, not to mention proof of the traditional clothing rental business activities between the owner of the traditional clothing business and the customer through CCTV in the area where the traditional clothing rental business is located, and also witnesses from employees of the traditional clothing rental business so that the perpetrator of the breach of contract is obliged to pay compensation according to the estimated expenditure price, not to mention the party renting the traditional clothing (customer) is also obliged to pay a fine according to the number of traditional clothes rented through the record of the list of users of the traditional clothing rental service, but if mediation cannot be taken then The user of the traditional clothing rental service (customer) has the right to sue/sue the renter of the traditional clothing (customer) to court (Local District Court) with the provisions of Article 1243 of the Civil Code, which states that "Reimbursement of costs, losses and interest due to failure to fulfill an obligation begins to be required, if the debtor, even though he has been declared negligent, remains negligent in fulfilling the obligation, or if something that must be given or done can only be given or done within a time that exceeds the specified time" (Article 1243 of the Civil Code), where the provisions of the law contain 3 elements of default, namely; there is an agreement, there is a party who breaks his promise or violates the agreement, and has been declared negligent, but still does not carry out the contents of the agreement.

Another case is the embezzlement of goods or funds from the owner of the traditional clothing rental carried out by the wedding organizer (Indo Bottin). This is an act of hiding, stealing, controlling, or transferring ownership of a sum of money without the owner's knowledge. By the provisions of the Criminal Code which states that "Anyone who intentionally and unlawfully owns an item that is wholly or partly owned by another person, but which is in his power not because of a crime, is threatened with embezzlement, with a maximum imprisonment of 4 years" in addition to the provisions of the law in Article 486 of Law No. 1 of 2023 concerning the Criminal Code which states that "Anyone who unlawfully owns an item that is partly or wholly owned by another person, which is in his power not because of a crime, is punished for embezzlement, with a maximum imprisonment of 4 years" Basically, in the article on embezzlement, the goods are entrusted by the owner of the rental business or can be considered entrusted to the wedding organizer (Indo Botting). However, it is regrettable that this act has harmed the owner of the rental business, so that the perpetrator did not heed or even fulfill the trust bestowed upon him by the person entitled to a specific item, there are also elements contained in Article 372 of the Criminal Code, including; subjective elements, namely intentionally, while objective elements consist of 4 types, namely; unlawfully controlling an object, some or all of which belongs to another person, and is in it not because of a crime (PAF Lamintang in his book entitled Special Offenses Crimes against Property, p. 105).

Then, based on the Explanation of Article 486 of Law No. 1 of 2023, the crime of embezzlement, the perpetrator already controls the goods in question. This is certainly different from the crime of theft, where the goods are not yet in the hands of the perpetrator. When the intention arises to own the goods unlawfully, it also determines the difference between embezzlement and theft. If the intention to own already exists when the goods are taken, then the act is a crime of theft. Meanwhile, in embezzlement, the intention to own only exists after the goods in question have been in the hands of the perpetrator for some time. Another element of the crime of embezzlement is that the perpetrator controls the goods to be owned not because of a crime, for example an item that is in the possession of the perpetrator of the crime as collateral for a debt which is then sold without the owner's permission (Article 372 of the Criminal Code on Embezzlement and Its Elements).

## V. Conclusion

In the Bugis-Makassar traditional clothing rental business activity, not only profits are obtained by the business owner of the traditional clothing rental place, but also the creation of satisfaction based on good faith by the provisions of Article 1338 Paragraph (3) of the Civil Code, for users of traditional clothing rental services, but also the creation of a good legal relationship for the business owner of the traditional clothing

rental with users of the traditional clothing rental service, both for personal (individual) events and events for specific companies, even up to the national level, where this is directly related to government agencies. In fulfilling the legal criteria for consumer protection that should be protected, not only the users of traditional clothing rental services but also the owners of traditional clothing rental businesses also need a legal umbrella to avoid default (Broken Promise) which is detrimental to the owner of the rental business in ordering clothing models according to customer requests and also avoids attempts to embezzle goods or funds paid by users of traditional clothing rental services to the wedding party. Organizer (*Indo' Botting*) so that the funds are also distributed to the traditional clothing rental business owners.

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