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Responsibility of Marketplaces and Business Actors for the Sale of Fake Herbal Medicines from the Perspective of Consumer Protection

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Abstract
The rapid expansion of e-commerce has significantly increased the distribution of herbal medicines, yet it has simultaneously facilitated the circulation of counterfeit products that jeopardize consumer safety and lack mandatory health permits. This phenomenon highlights a critical legal gap where the ease of marketplace transactions allows sub-standard and hazardous medicines to bypass rigorous safety standards, necessitating a clear definition of liability for both sellers and platform providers. This research employs a normative juridical method utilizing statutory and case study approaches to analyze existing legal frameworks, specifically Law Number 8 of 1999 on Consumer Protection and BPSK Decision Number 001/PNTP/BPSK-DKI/I/2025. The study reveals that marketplaces, alongside business actors, bear shared legal liability under the principle of strict liability, as platforms derive economic benefit from these transactions and are obligated as electronic system providers to ensure the security of the managed trading system. Furthermore, while the Consumer Dispute Resolution Board (BPSK) provides a mechanism for redress, its current considerations focus primarily on achieving consensus through mediation rather than conducting deep normative testing or enforcing strict sanctions for violations of consumer protection laws.

INTRODUCTION

Developments in information and communication technology have positioned e-commerce as the primary medium for transactions in Indonesia. This trend includes the purchase of herbal medicines, which are highly sought after for their perceived natural benefits and minimal side effects.[1] Marketplaces such as Tokopedia, Lazada, Shopee, and Amazon exemplify how technology expands the market for Micro, Small, and Medium Enterprises (MSMEs) to reach international levels while providing consumers with convenient access, diverse product choices, and competitive pricing.[2] However, marketplaces cannot evade legal and ethical responsibilities, as they profit from every trading activity within their ecosystems. As electronic transaction providers, marketplaces are required to ensure that traded products comply with legal provisions, conduct seller verification, and provide effective monitoring and complaint mechanisms. Failure to perform these functions facilitates the circulation of counterfeit products, specifically counterfeit herbal medicines.[3]

Counterfeit herbal medicines are typically sold at significantly lower prices, lack distribution permits, and bypass safety and quality testing. Packaging and labels are often designed to mimic authentic products, yet the contents may contain hazardous substances or uncontrolled dosages.[4] Conversely, authentic herbal medicines are marketed at reasonable prices, possess distribution permits from the Indonesian Food and Drug Authority (BPOM), are produced according to health standards, and undergo safety, efficacy, and quality testing before distribution.[5] This distinction underscores the consumer's right to obtain safe, high-quality, authentic products, with consumer protection as the legal foundation.[6]

Such protection is governed by various regulations, including Law Number 8 of 1999 on Consumer Protection (UUPK), which guarantees rights to safety, comfort, and security in consuming goods. Article 19 of the UUPK mandates that business actors provide

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[1] M Manurung, "Peran Marketplace Dalam Meningkatkan Akses Pemasaran {{UMKM}} Di Indonesia," *AB-JOIEC: Al-Bahjah Journal of Islamic Economics* 2, no. 02 (2024): 74–81.
[2] Ketut Rendi Astuti, "Infrastruktur Dan Teknologi Dorong Kemajuan Umkm," in *Forum Manajemen*, vol. 17, 2019, 71–86.
[3] H Haipon et al., "Perlindungan Hukum Terhadap Konsumen Dalam Transaksi E-Commerce Di Indonesia," *Jurnal Kolaboratif Sains* 7, no. 12 (2024): 4785–89.
[4] A E Prawira, "Simak Daftar Obat Herbal Ilegal Temuan {{BPOM}} Yang Bisa Rusak Ginjal Dan Hati," 2025, https://www.liputan6.com/health/read/6038742/simak-daftar-obat-herbal-ilegal-temuan-bpom-yang-bisa-rusak-ginjal-dan-hati?page=4.
[5] F Wajdi and D Susanti, *Hukum Perlindungan Konsumen* (Malang, Indonesia: Setara Press, 2023).
[6] A B Utomo, "Perlindungan Konsumen Pengguna Ban Sepeda Motor Atas Kepastian Informasi Produk Menurut {{UU}} Nomor 8 Tahun 1999 Tentang Perlindungan Konsumen" (Universitas Pembangunan Nasional Veteran Jakarta, 2024).

compensation for consumer losses.[7] Furthermore, Law Number 19 of 2016 on Electronic Information and Transactions (ITE) prohibits the dissemination of misleading information in electronic transactions,[8] including product details. Law Number 36 of 2009 on Health also asserts that traditional medicines must meet safety, efficacy, and quality standards and possess a distribution permit.[9] These technical provisions are reinforced by BPOM Regulation Number 32 of 2019, which requires the inclusion of a Distribution Permit Number (NIE) on the packaging.[10]

In the event of a dispute between consumers and business actors regarding a transaction, a resolution may be sought through the Consumer Dispute Resolution Board (BPSK).[11] BPSK is a non-litigation institution established under the UUPK, authorized to handle disputes through mediation, conciliation, or arbitration.[12] The presence of BPSK is intended to provide fast, simple, and low-cost dispute resolution, granting consumers access to justice without undergoing prolonged judicial processes.[13] This role is vital amidst the prevalence of marketplace trading, where consumers face risks such as products not matching descriptions, items lacking distribution permits, and the circulation of counterfeit goods.[14] BPSK serves as a mechanism for consumers to defend their rights when incurring losses, as evidenced by a dispute case in the DKI Jakarta Province.[15]

A specific consumer dispute resolved by the DKI Jakarta Province BPSK (Decision Number 001/PNTP/BPSK-DKI/I/2025) serves as a clear example. In this case, Consumer A purchased herbal medicine from several sellers on the same marketplace but from different stores. The first purchase from official store X yielded a product with authentic features, namely embossed packaging. However, subsequent purchases from a

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[7] "Undang-Undang Nomor 8 Tahun 1999 Perlindungan Konsumen," *Undang-Undang Nomor 8 Tahun 1999*, 1999.
[8] Roberto Ranto, "Tinjauan Yuridis Perlindungan Hukum Terhadap Konsumen Dalam Transaksi Jual Beli Melalui Media Elektronik," *Jurnal Ilmu Hukum: ALETHEA* 2, no. 2 (2019): 145–64.
[9] Pemerintah Republik Indonesia, "Undang-Undang Nomor 36 Tahun 2009 Tentang Kesehatan," 2009.
[10] Badan Pengawas Obat dan Makanan, "Peraturan {{BPOM}} Nomor 32 Tahun 2019 Tentang Pengawasan Suplemen Kesehatan," 2019.
[11] B Tesalonika and S M D Hutabarat, "Penerapan Hukum Perlindungan Konsumen Terhadap Kecelakaan Pada Tempat Wisata," *Jurnal Usm Law Review* 7, no. 3 (2024): 1801–18.
[12] Irfamsyah, *Hukum Perlindungan Konsumen* (Banjar, Indonesia: Ruang Karya, 2024).
[13] T Tauhiddah, B Azheri, and Y Mannas, "Kewenangan Penyelesaian Sengketa Konsumen Lembaga Pembiayaan Antara Badan Penyelesaian Sengketa Konsumen ({{BPSK}}) Dengan Lembaga Alternatif Penyelesaian Sengketa ({{LAPS}})," *De Lega Lata: Jurnal Ilmu Hukum* 5, no. 1 (2020): 94–105.
[14] Az. Nasution, *Hukum Perlindungan Konsumen Suatu Pengantar* (Jakarta: Diadit Media, 2014).
[15] Rida Ista Sitepu and Hana Muhamad, "Efektifitas Badan Penyelesaian Sengketa Konsumen (BPSK) Sebagai Lembaga Penyelesaian Sengketa Konsumen Di Indonesia," *Jurnal Rechten: Riset Hukum Dan Hak Asasi Manusia* 3, no. 2 (2021): 7–14.

second store resulted in products without embossing, which were suspected to be counterfeit. Suspicions intensified after the consumer read information stating that products priced below IDR 100,000 were likely counterfeit. Nevertheless, the consumer attempted a third purchase from a different store using the Cash on Delivery (COD) method, yet again received a product lacking authentic features. Total losses amounted to IDR 720,000, leading the consumer to demand compensation from the sellers of the counterfeit herbal medicines.

During the mediation process at BPSK, it was revealed that the official manufacturer only distributes products to authorized distributors through contracts and has implemented specific security features on the packaging to prevent forgery.[16] However, weak seller verification and monitoring on the marketplace allowed counterfeit products to circulate widely. BPSK subsequently recommended that the marketplace tighten its Standard Operating Procedures (SOP) for complaint handling, implement Know Your Customer (KYC) principles to verify seller identities, and block accounts proven to be selling counterfeit products.[17] These recommendations also serve as a reference for other stores or sellers as a guideline for trading in accordance with legal and ethical standards.

This case demonstrates that despite existing consumer protection regulations, practical implementation still leaves gaps for the circulation of counterfeit herbal medicines in marketplaces. Weak seller verification, minimal distribution oversight, and low consumer awareness regarding product authenticity allow these issues to persist. Therefore, this research, titled "Liability of Marketplaces and Business Actors for the Sale of Counterfeit Herbal Medicines from a Consumer Protection Perspective," focuses on examining the responsibilities of marketplaces and business actors under applicable legal provisions and the considerations of the BPSK panel in resolving consumer disputes.[18]

Based on a review of several previous studies, it can be concluded that research regarding consumer protection in the distribution of medicine—including counterfeit drugs, illegal herbal medicines, and traditional medicines containing medicinal chemicals (BKO)—has been extensively conducted with various focuses. Research by Andika Putra Prasetya (2023) emphasized legal protection for consumers harmed by purchasing counterfeit drugs through online transactions and the legal consequences for business actors, though it remained general and did not specifically examine marketplace

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[16] Upik Ika Apriana, "Mediasi Dan Konsumen 'Studi Tentang Peran Mediator Dalam Penyelesaian Sengketa Konsumen Oleh Badan Penyelesaian Sengketa Konsumen Di Semarang'" (Universitas Muhammadiyah Surakarta, 2014).
[17] "Apa Itu KYC: Pengertian Dan Sejarah," n.d.
[18] Y Shofie, *Tanggung Jawab Pidana Korporasi Dalam Hukum Perlindungan Konsumen Di Indonesia* (Bandung: Citra Aditya Bakti, 2011).

responsibility. Furthermore, research by Kadek Julia Mahadewi et al. (2024) discussed the circulation of unregistered herbal medicines in Denpasar, highlighting weak awareness among business actors and minimal local government oversight, thereby limiting its scope to a specific region without touching upon national-scale digital platforms. Meanwhile, research by Rizka and Dimas Aji Novianta (2025) focused on consumer protection against illegal traditional medicines containing BKO, emphasizing the legal basis, the government's role, and BPOM oversight, yet did not review marketplace transaction mechanisms or concrete consumer dispute resolutions.

In contrast to these studies, this research specifically examines the circulation of counterfeit herbal medicines in national-scale marketplaces, positioning the marketplace in its dual role as both an electronic system operator and a transaction facilitator. This study also provides an in-depth analysis of the legal liability of marketplaces and business actors based on the Consumer Protection Law and related regulations, while linking it to a concrete case study through DKI Jakarta BPSK Decision Number 001/PNTP/BPSK-DKI/I/2025. Thus, this research offers novelty in its analytical focus, research object, and approach by integrating digital transaction aspects, platform monitoring failures, and the role of BPSK in providing legal certainty for consumers.

Based on the issues resolved by BPSK regarding the prevalence of counterfeit herbal medicines in marketplaces, both the marketplaces and business actors cannot absolve themselves of responsibility. This liability refers to the legal obligation of business actors, including marketplaces, to bear the consequences of losses experienced by consumers resulting from the use of traded goods and/or services. The theory of strict liability further asserts that business actors and marketplaces remain responsible for consumer losses without requiring proof of fault, provided it can be demonstrated that the loss arose from a product traded through their platform.

METHODS

This research employs a normative juridical research method with statutory and case approach. Normative legal research is a methodology that emphasizes the analysis of law as a set of written norms, such as laws and regulations, doctrines, and court decisions, with the objective of discovering, interpreting, and evaluating applicable legal rules.[19] It examines and analyzes various written sources or secondary information, known as library-based legal research, also referred to as theoretical or dogmatic legal research.

[19] Ranto, "Tinjauan Yuridis Perlindungan Hukum Terhadap Konsumen Dalam Transaksi Jual Beli Melalui Media Elektronik."

Consequently, this normative juridical study focuses on the investigation and analysis of regulations, doctrines, and legal decisions concerning consumer protection in e-commerce transactions.[20] This study was conducted by collecting and studying legal materials, including statutes, regulations, and decisions of the Consumer Dispute Resolution Board (BPSK). The research aims to understand and analyze the legal rules governing the liability of marketplaces and business actors in digital transactions, specifically regarding consumer protection in the sale of counterfeit herbal medicines, while identifying the role of BPSK in dispute resolution. Furthermore, it analyzes the factors contributing to weak seller verification and product distribution oversight within marketplaces, while providing recommendations for consumers, business actors, platform providers, and dispute resolution institutions to optimize consumer protection in the e-commerce realm.

RESULTS AND DISCUSSION

1. Liability of Marketplaces and Business Actors toward Consumers as Victims of Counterfeit Herbal Medicine Sales under the Consumer Protection Law

The circulation of counterfeit herbal medicines through marketplaces establishes a legal relationship between consumers, business actors, and electronic platform operators. This relationship arises from sale-and-purchase transactions that create rights and obligations for all parties. The consumer acts as the party paying a sum of money to obtain a product promised to be authentic, safe, and of high quality. Business actors are obligated to deliver goods matching the description and to guarantee the product's legality and standards. Meanwhile, the marketplace facilitates the transaction and derives profit through commissions or service fees.[21]

Consumer rights are formulated in Article 4 of Law Number 8 of 1999 on Consumer Protection (UUPK), encompassing the right to comfort, security, and safety in consuming goods; the right to choose goods according to the exchange value and promised conditions; the right to correct, clear, and honest information; and the right to compensation or redress if the goods do not conform to the agreement. In cases involving counterfeit herbal medicine transactions, marketplaces and business actors fail to fulfill the right to security and safety when the received products lack distribution permits or are counterfeit. Moreover, they fail to provide the right to accurate information regarding

[20] M Y S Mewu and K J Mahadewi, "Perlindungan Konsumen Dalam Pembelian Produk Online: Analisis Perspektif Hukum Perlindungan Konsumen Di Indonesia," *Jurnal Kewarganegaraan* 7, no. 1 (2023): 441–50.
[21] H Puspitasari et al., "Tanggung Jawab Marketplace Terhadap Penipuan Produk Skincare Overclaim: Analisis Hukum Dan Implementasi," *Jurnal Legislatif*, 2025, 144–59.

products marketed as authentic—complete with original characteristics—and the right to compensation is ignored if losses are not promptly reimbursed.[22]

These violations correlate with Article 7, which requires business actors to act in good faith and provide accurate information, as well as Article 8, Paragraph (1), sub-paragraphs a and f, which prohibit the distribution of goods that do not meet standards or do not match the provided description.[23] Marketplaces that facilitate transactions without adequate supervision contribute to the violation of consumer rights because they do not guarantee the security of the managed trading system. The lack of effective oversight allows business actors to trade goods that fall below standards, lack distribution permits, or are counterfeit, thereby causing consumer loss. Losses arising from such transactions place a legal obligation on business actors to account for the distribution of goods traded through the electronic system.[24]

Liability for these violations is regulated under Article 19 of the Consumer Protection Law, which mandates that business actors provide redress for consumer losses in the form of refunds, product replacements, or other compensation.[25] This provision is reinforced by Article 62, which governs criminal sanctions for violations of Article 8. Furthermore, Government Regulation Number 80 of 2019 on Trade Through Electronic Systems (PP No. 80/2019) requires electronic commerce operators to guarantee system reliability and transaction security, including the verification of business actor identities. This obligation places the marketplace in a position of responsibility for monitoring trading activities within the platform.

The liability of marketplaces and business actors can be analyzed through the theory of strict liability. In the case of counterfeit herbal medicine sales, the elements of consumer loss and the existence of sub-standard products are fulfilled. Strict liability is relevant because health products fall into the category of goods with the potential to pose high risks to consumer safety. Losses resulting from the use or distribution of counterfeit products trigger an obligation for compensation without requiring subjective proof of fault. Liability is assigned based on the inherent risks of business activities and the distribution of goods through electronic platforms. The consequences of this liability are not limited to restoring consumer losses but also include the obligation to control the

[22] Shidarta, *Hak-Hak Konsumen* (Jakarta: Grasindo, 2022).
[23] Republik Indonesia, "Undang-Undang No. 8 Tahun 1999 Tentang Perlindungan Konsumen," *Lembaran Negara RI Tahun* 8 (1999): 36–37.
[24] Pemerintah Republik Indonesia, "Peraturan Pemerintah Nomor 80 Tahun 2019 Tentang Perdagangan Melalui Sistem Elektronik," 2019.
[25] Esther Masri and others, *Buku Ajar Hukum Perlindungan Konsumen* (Surabaya: CV Jakad Media Publishing, 2023).

distribution systems provided by the marketplace. Such control pertains to oversight mechanisms for business actors utilizing the platform, including the verification of identity and legality before products are traded to consumers.

Verification in marketplaces is generally conducted through account registration using personal or business identities, uploading business legality documents, bank account verification, and agreement to terms and conditions.[26] For medicinal products and supplements, the inclusion of distribution permit numbers along with supporting documents is also part of the administrative requirements that business actors must fulfill. In practice, counterfeit products still have the potential to pass through if the verification process is purely administrative without further inspection of product authenticity or data integration with regulatory authorities like BPOM. The limitations of automated monitoring systems and the lack of manual audits can also be exploited by business actors who misuse identities or manipulate documents.

This necessitates that marketplaces go beyond initial verification stages. When counterfeit products are still found circulating on the platform, corrective measures must be taken through strengthening monitoring systems, conducting periodic audits of business actors, direct integration of distribution permit data with relevant authorities, and the permanent termination of partnerships with business actors proven to have committed violations.[27] This responsibility is not limited to removing products from the platform but also includes the recovery of consumer losses and reporting to law enforcement.

These conditions demonstrate that the circulation of counterfeit products through electronic systems is not only a violation by business actors but also relates to the marketplace's responsibility as the trading platform provider. From the perspective of strict liability, the risk to consumer safety from the circulation of health products places both the marketplace and business actors as parties who must bear responsibility for the resulting losses. Marketplaces derive economic benefit from the transactional activities occurring within their platforms; therefore, the risks arising from product distribution through those systems become part of their business liability. Consequently, if consumer losses arise from the circulation of counterfeit herbal products, the obligation for liability is not only charged to the business actor as the seller but may also be attached to the marketplace as the party providing and managing the electronic trading system.

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[26] W K Utama, "Cara Daftar Tokopedia Seller 2026, Panduan Resmi Terbaru," 2026, https://bungkuselatan.id/buka-toko-di-tokopedia-2026-panduan-lengkap-cara-mudah/.

[27] A A S N Indradewi, *Hukum Perlindungan Konsumen: Hubungan Konsumen Produsen, Asas, Tujuan Dan Aspek Hukum Perdata, Administrasi, Pidana* (Denpasar: Udayana University Press, 2020).

2. The Considerations of the BPSK Council in Resolving Consumer Disputes

The considerations of the BPSK Council in Decision Number 001/PNTP/BPSK-DKI/I/2025 were based on several factors: the existence of a legal relationship between the consumer and the business actors as evidenced by transaction records; the material losses incurred by the consumer amounting to IDR 720,000; the willingness of Respondent II and Respondent IV to provide partial refunds; and the partnership documents and laboratory test results submitted by the official manufacturer and distributor. The Council also advised the business actors to improve their Standard Operating Procedures (SOPs), implement Know Your Customer (KYC) principles, block fraudulent sellers, and encourage reporting to law enforcement. The case was declared resolved through mediation and a settlement agreement between the parties.

However, these considerations did not demonstrate normative testing regarding whether the elements of a violation under Article 8, Paragraph (1), sub-paragraphs a and f of Law Number 8 of 1999 on Consumer Protection were fulfilled. The fact that the consumer received products lacking the authentic features of the official product satisfies the elements of trading goods that do not conform to standards or the stated description.[28] This element was not explicitly analyzed in the ruling. Furthermore, resolving the case through a refund mechanism does not negate the fact that a violation occurred against mandatory norms in consumer protection law.

Additionally, the liability of the marketplace was not clearly defined. A marketplace acts as both an electronic system provider and a business actor within the digital trade ecosystem because it derives economic benefits from every transaction occurring on its platform.[29] This position entails a legal obligation to conduct supervision, verify seller identities, and control the distribution of products traded through its managed system.[30] The circulation of counterfeit products on the platform indicates a weakness in internal control mechanisms that should be an integral part of the marketplace operator's responsibility. These control deficiencies suggest that consumer losses are related not only to the seller's actions but also to the electronic trading system provided and managed by the marketplace.

This situation raises questions regarding the basis of legal liability that can be imposed on the parties involved in marketplace transactions. From the perspective of strict liability theory, consumer losses resulting from products circulating within a

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[28] Indradewi.
[29] A Gunadi, "Tanggung Jawab Marketplace Atas Kerugian Konsumen Dalam Transaksi E-Commerce," *Kertha Semaya: Journal Ilmu Hukum* 13, no. 9 (2025): 2120–33.
[30] Celina Tri Siwi Kristiyanti, *Hukum Perlindungan Konsumen* (Sinar Grafika, 2022).

business system trigger liability without requiring proof of subjective fault. This approach is particularly relevant for health products that pose risks to public safety; therefore, liability cannot be restricted solely to refunds.[31] The ruling failed to link its considerations to the theoretical basis of strict liability in consumer protection law.

In addition to the lack of theoretical grounding, the decision did not include recommendations for sanctions based on Article 62 of the Consumer Protection Law, which governs criminal penalties for violations of Article 8. Administrative suggestions, such as improving SOPs and implementing KYC, lack legal enforcement power and do not guarantee the prevention of recurring counterfeit product circulation. The applied approach was oriented more toward private resolution through mediation rather than the substantive enforcement of consumer protection norms. Disputes concerning the circulation of counterfeit health products involve a public interest dimension that requires a formal assertion of legal violations, explicit assignment of liability, and firmer law enforcement recommendations.[32]

Consequently, the BPSK Council's considerations in this decision indicate that dispute resolution was directed more toward achieving a consensus between the parties through mediation, while the analysis of consumer protection norm violations and the legal liability of business actors and marketplaces remained inadequately addressed.

CONCLUSION

This research concludes that the circulation of counterfeit herbal medicines within marketplaces establishes joint legal liability between business actors and platform operators. The primary findings indicate that marketplaces cannot evade legal responsibility, as they derive direct economic benefits and exercise comprehensive authority over the management of the trading ecosystem. Conceptually, marketplace liability should be understood as an extension of digital governance responsibility rather than merely transactional facilitation, which is fundamentally grounded in the application of strict liability theory given the high risks health products pose to consumer safety. The normative implications of these findings necessitate the strengthening of systemic oversight that moves beyond basic administrative procedures to include the direct integration of distribution permit data with relevant authorities (BPOM) and more rigorous seller identity verification to ensure product safety.

[31] Kristiyanti.
[32] A Sutedi, *Hukum Perlindungan Konsumen Indonesia* (Bogor: Ghalia Indonesia, 2008).

Regarding dispute resolution mechanisms, the study finds that the BPSK Council's considerations in addressing counterfeit herbal medicine cases tend to be pragmatic, focusing primarily on consensus through mediation and the recovery of material losses. The conceptual contribution of this research asserts that BPSK's role must transform from a private dispute resolution body into an instrument for the substantive enforcement of consumer protection norms, particularly in cases involving public interest and health. Normatively, future BPSK decisions must not be restricted to refund mechanisms; instead, they should incorporate a robust theoretical foundation and recommend firmer sanctions in accordance with prevailing legal norms to provide a deterrent effect and guarantee comprehensive legal certainty for consumers.

REFERENCES

"Apa Itu KYC: Pengertian Dan Sejarah," n.d.

Apriana, Upik Ika. "Mediasi Dan Konsumen 'Studi Tentang Peran Mediator Dalam Penyelesaian Sengketa Konsumen Oleh Badan Penyelesaian Sengketa Konsumen Di Semarang.'" Universitas Muhammadiyah Surakarta, 2014.

Astuti, Ketut Rendi. "Infrastruktur Dan Teknologi Dorong Kemajuan Umkm." In Forum Manajemen, 17:71–86, 2019.

Badan Pengawas Obat dan Makanan. "Peraturan {{BPOM}} Nomor 32 Tahun 2019 Tentang Pengawasan Suplemen Kesehatan," 2019.

Gunadi, A. "Tanggung Jawab Marketplace Atas Kerugian Konsumen Dalam Transaksi E-Commerce." Kertha Semaya: Journal Ilmu Hukum 13, no. 9 (2025): 2120–33.

Haipon, H, D Pujiningsih, G E Hayatulah, D A Harimurti, and Y Fitrian. "Perlindungan Hukum Terhadap Konsumen Dalam Transaksi E-Commerce Di Indonesia." Jurnal Kolaboratif Sains 7, no. 12 (2024): 4785–89.

Indonesia, Republik. "Undang-Undang No. 8 Tahun 1999 Tentang Perlindungan Konsumen." Lembaran Negara RI Tahun 8 (1999): 36–37.

Indradewi, A A S N. Hukum Perlindungan Konsumen: Hubungan Konsumen Produsen, Asas, Tujuan Dan Aspek Hukum Perdata, Administrasi, Pidana. Denpasar: Udayana University Press, 2020.

Irfamsyah. Hukum Perlindungan Konsumen. Banjar, Indonesia: Ruang Karya, 2024.

Kristiyanti, Celina Tri Siwi. Hukum Perlindungan Konsumen. Sinar Grafika, 2022.

Manurung, M. "Peran Marketplace Dalam Meningkatkan Akses Pemasaran {{UMKM}} Di Indonesia." AB-JOIEC: Al-Bahjah Journal of Islamic Economics 2, no. 02 (2024): 74–81.

Masri, Esther, and others. Buku Ajar Hukum Perlindungan Konsumen. Surabaya: CV

Jakad Media Publishing, 2023.

Mewu, M Y S, and K J Mahadewi. "Perlindungan Konsumen Dalam Pembelian Produk Online: Analisis Perspektif Hukum Perlindungan Konsumen Di Indonesia." Jurnal Kewarganegaraan 7, no. 1 (2023): 441–50.

Nasution, Az. Hukum Perlindungan Konsumen Suatu Pengantar. Jakarta: Diadit Media, 2014.

Pemerintah Republik Indonesia. "Peraturan Pemerintah Nomor 80 Tahun 2019 Tentang Perdagangan Melalui Sistem Elektronik," 2019.

Pemerintah Republik Indonesia. "Undang-Undang Nomor 36 Tahun 2009 Tentang Kesehatan," 2009.

Prawira, A E. "Simak Daftar Obat Herbal Ilegal Temuan {{BPOM}} Yang Bisa Rusak Ginjal Dan Hati," 2025. https://www.liputan6.com/health/read/6038742/simak-daftar-obat-herbal-ilegal-temuan-bpom-yang-bisa-rusak-ginjal-dan-hati?page=4.

Puspitasari, H, A Adrian, A M Pasha, B A Sariwating, M Rayyan, and A E Ihsan. "Tanggung Jawab Marketplace Terhadap Penipuan Produk Skincare Overclaim: Analisis Hukum Dan Implementasi." Jurnal Legislatif, 2025, 144–59.

Ranto, Roberto. "Tinjauan Yuridis Perlindungan Hukum Terhadap Konsumen Dalam Transaksi Jual Beli Melalui Media Elektronik." Jurnal Ilmu Hukum: ALETHEA 2, no. 2 (2019): 145–64.

Shidarta. Hak-Hak Konsumen. Jakarta: Grasindo, 2022.

Shofie, Y. Tanggung Jawab Pidana Korporasi Dalam Hukum Perlindungan Konsumen Di Indonesia. Bandung: Citra Aditya Bakti, 2011.

Sitepu, Rida Ista, and Hana Muhamad. "Efektifitas Badan Penyelesaian Sengketa Konsumen (BPSK) Sebagai Lembaga Penyelesaian Sengketa Konsumen Di Indonesia." Jurnal Rechten: Riset Hukum Dan Hak Asasi Manusia 3, no. 2 (2021): 7–14.

Sutedi, A. Hukum Perlindungan Konsumen Indonesia. Bogor: Ghalia Indonesia, 2008.

Tauhiddah, T, B Azheri, and Y Mannas. "Kewenangan Penyelesaian Sengketa Konsumen Lembaga Pembiayaan Antara Badan Penyelesaian Sengketa Konsumen ({{BPSK}}) Dengan Lembaga Alternatif Penyelesaian Sengketa ({{LAPS}})." De Lega Lata: Jurnal Ilmu Hukum 5, no. 1 (2020): 94–105.

Tesalonika, B, and S M D Hutabarat. "Penerapan Hukum Perlindungan Konsumen Terhadap Kecelakaan Pada Tempat Wisata." Jurnal Usm Law Review 7, no. 3 (2024): 1801–18.

"Undang-Undang Nomor 8 Tahun 1999 Perlindungan Konsumen." Undang-Undang Nomor 8 Tahun 1999, 1999.

Utama, W K. "Cara Daftar Tokopedia Seller 2026, Panduan Resmi Terbaru," 2026. https://bungkuselatan.id/buka-toko-di-tokopedia-2026-panduan-lengkap-cara-mudah/.

Utomo, A B. "Perlindungan Konsumen Pengguna Ban Sepeda Motor Atas Kepastian Informasi Produk Menurut {{UU}} Nomor 8 Tahun 1999 Tentang Perlindungan Konsumen." Universitas Pembangunan Nasional Veteran Jakarta, 2024.

Wajdi, F, and D Susanti. Hukum Perlindungan Konsumen. Malang, Indonesia: Setara Press, 2023.