

The Legal Boundaries of Conditional Sales: Consumer Choice and Protection under Indonesian Consumer Law

Satriani Pramesti^{1*}, Riezka Eka Mayasari², Faisal Herisetiawan Jafar³

¹E-mail: pranestihy332@gmail.com

²E-mail: maysariesop@gmail.com

³E-mail: ichaljafar@gmail.com

^{1,2,3}Universitas Sembilanbelas November Kolaka, Indonesia

*corresponding author

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Abstract

Conditional sales practices (bundling) are widely used by business actors as a marketing strategy by combining two or more products in a single package or conditioning the purchase of one product upon the purchase of another. Although bundling may provide convenience and economic benefits, its legal validity depends not merely on the combination of products but on whether consumers retain meaningful choice in the transaction. This study aims to analyze the legal boundaries of conditional sales (bundling) under Law Number 8 of 1999 concerning Consumer Protection (UUPK) and the forms of legal protection available to consumers who suffer losses from such practices. This study employs normative legal research using a statute approach and a conceptual approach, with primary and secondary legal materials concerning consumer protection and bundling practices. The analysis shows that bundling is not prohibited per se. Its legality is determined by four interrelated parameters: meaningful consumer choice, transparency, voluntariness, and the absence of coercion. Bundling may be considered legally acceptable when consumers receive clear and accurate information, voluntarily choose the package, and retain a meaningful opportunity to determine the goods they purchase. Conversely, bundling may conflict with consumer protection law when the transaction effectively eliminates consumer choice, is implemented without adequate transparency, or involves coercion, particularly where consumers are required to purchase additional products to obtain a product they need. Consumers suffering losses may seek legal protection through compensation, dispute resolution before the Consumer Dispute Settlement Agency (BPSK), or court proceedings.

INTRODUCTION

The evolution of modern commerce has driven businesses to develop various marketing strategies to maintain competitiveness and increase sales. Intensifying market competition has encouraged business actors not only to improve product quality but also to develop sales models capable of attracting consumer interest. One widely adopted marketing strategy is conditional selling, commonly referred to as “bundling.” In practice, bundling involves combining two or more products into a single sales package at a specific price or making the purchase of one product a condition for obtaining another product.¹

From an economic perspective, bundling does not necessarily have a negative impact on consumers. Combining several products in one package may provide convenience because consumers can obtain multiple items simultaneously and, in certain circumstances, pay a lower price than purchasing the products separately.² Bundling may also assist business actors in introducing new products, increasing product circulation, and improving marketing efficiency.³ Therefore, the combination of products in a single package cannot, by itself, be regarded as a prohibited business practice. The legal issue arises from the manner in which the bundling is implemented and its consequences for consumer choice.

The problem becomes more significant when consumers can obtain a product they need only by purchasing another product that they do not want or need. In such circumstances, the transaction may restrict consumers’ ability to determine the goods they wish to purchase and may require them to bear additional costs.⁴ The legal relationship between consumers and business actors is also characterized by an imbalance in knowledge, bargaining power, and control over transaction terms.⁵ For this reason, consumer protection law is not only concerned with the existence of a transaction but also with ensuring that consumers are able to make purchasing decisions freely and on the basis of adequate information.

¹ Ningrum Natasya Sirait, *Hukum Persaingan Usaha di Indonesia* (Medan: Pustaka Bangsa Press, 2014), hlm. 102.

² Bakos, Y., & Brynjolfsson, E. (1999). Bundling information goods: Pricing, profits, and efficiency. *Management Science*, 45(12), 1613–1630. <https://doi.org/10.1287/mnsc.45.12.1613>

³ Ningrum Natasya Sirait, *Hukum Persaingan Usaha di Indonesia* (Medan: Pustaka Bangsa Press, 2014), hlm. 115.

⁴ Ningrum Natasya Sirait, *Hukum Persaingan Usaha di Indonesia* (Medan: Pustaka Bangsa Press, 2014), hlm. 110.

⁵ Marcelina Nadia Soegijanto, “Analisis Penerapan Sistem *Bundling* Rapid Test yang Dilakukan Pelaku Usaha,” *Jurnal Suara Hukum*, Vol. 4, No. 2 (2022), hlm. 371.

In Indonesia, consumer protection is principally regulated by Law Number 8 of 1999 concerning Consumer Protection (UUPK). Article 4 letter b recognizes the consumer's right to choose goods and/or services and to obtain them in accordance with the exchange value, conditions, and guarantees promised.⁶ This right is relevant to bundling because a sales practice that conditions access to a desired product upon the purchase of another product may affect the consumer's freedom of choice. At the same time, Article 7 letters a and b requires business actors to act in good faith and provide information that is correct, clear, and honest concerning the condition and guarantee of goods and/or services.⁷ These provisions indicate that the assessment of bundling cannot be separated from the questions of consumer choice, transparency, and voluntariness in the transaction.

The potential legal problem can be illustrated by the sale of cooking oil during periods of scarcity. If a consumer is required to purchase sugar, instant noodles, or another household product in order to obtain cooking oil, the consumer may formally participate in the transaction but have limited practical freedom to choose the goods purchased. This illustration demonstrates that the existence of a package is not necessarily the central legal issue; rather, the important question is whether the package preserves a meaningful opportunity for consumers to decide what they purchase. Accordingly, bundling becomes legally relevant when the structure or conditions of the transaction effectively transform consumer choice into a requirement to accept additional products.

Previous studies have examined bundling from several specific contexts. Soegijanto, for example, examined the implementation of bundling in rapid-test services and identified potential implications for consumers' right to choose.⁸ Widiartary and Utami examined consumer protection in relation to the sale of counterfeit products through bundling in e-commerce transactions.⁹ Other research has discussed product bundling in e-commerce from a *Maqasid al-Shariah* perspective.¹⁰ These studies provide important insights into particular forms and contexts of bundling, but their respective analyses do not establish a systematic normative framework for determining when a bundling

⁶ Ahmadi Miru, *Prinsip-Prinsip Perlindungan Hukum Bagi Konsumen di Indonesia* (Jakarta: Rajawali Pers, 2020), hlm. 145; Shidarta, *Hukum Perlindungan Konsumen Indonesia* (Jakarta: Grasindo, 2019), hlm. 96.

⁷ Ahmadi Miru dan Sutarman Yodo, *Hukum Perlindungan Konsumen* (Jakarta: Rajawali Pers, 2019), hlm. 1–5.

⁸ Republik Indonesia, Undang-Undang Nomor 8 Tahun 1999 tentang Perlindungan Konsumen, Lembaran Negara Republik Indonesia Tahun 1999 Nomor 42, Pasal 2 dan Pasal

⁹ Republik Indonesia, Undang-Undang Nomor 8 Tahun 1999 tentang Perlindungan Konsumen, Lembaran Negara Republik Indonesia Tahun 1999 Nomor 42.

¹⁰ Ibid., Pasal 4 huruf b.

arrangement remains a permissible sales strategy and when it becomes a coercive conditional sale that restricts consumer choice under the UUPK.

The research gap therefore lies not merely in the limited discussion of bundling but in the absence of a sufficiently systematic normative analysis of the boundary between permissible bundling and coercive conditional sales.¹¹ The central problem is whether the combination of products itself determines the legality of bundling, or whether legality should instead be assessed according to the degree to which consumers retain meaningful choice, receive transparent information, act voluntarily, and are free from coercion.¹² This research addresses that problem by examining the legal boundaries of conditional sales (bundling) under the UUPK, particularly in relation to consumer choice and legal protection.¹³ Based on this problem, the research questions are: (1) what are the legal boundaries governing conditional sales (bundling) practices under Law Number 8 of 1999 concerning Consumer Protection; and (2) what forms of legal protection are available to consumers who suffer losses as a result of conditional sales (bundling) practices?

METHODS

This study employs normative legal research to examine the legal boundaries of conditional sales (bundling) and the forms of legal protection available to consumers under Indonesian consumer protection law. The research uses a statute approach and a conceptual approach.¹⁴ The statute approach is used to examine and connect the relevant provisions of Law Number 8 of 1999 concerning Consumer Protection (UUPK), the Civil Code, Law Number 7 of 2014 concerning Trade, and the regulations governing electronic commerce. The conceptual approach is used to develop and clarify the legal concepts underlying the assessment of bundling practices, particularly the concepts of consumer freedom of choice, voluntariness, coercion, transparency, good faith, and consumer protection.

The statute approach is applied by examining the relevant provisions of the UUPK in an interconnected manner rather than interpreting each provision separately. Article 4

¹¹ Ahmadi Miru dan Sutarman Yodo, *Hukum Perlindungan Konsumen* (Jakarta: Rajawali Pers, 2019), hlm. 37–38.

¹² Republik Indonesia, Undang-Undang Nomor 8 Tahun 1999 tentang Perlindungan Konsumen, Lembaran Negara Republik Indonesia Tahun 1999 Nomor 42, Pasal 7 huruf a dan b.

¹³ Marcelina Nadia Soegijanto, “Analisis Penerapan Sistem *Bundling Rapid Test* yang Dilakukan Pelaku Usaha,” *Jurnal Suara Hukum*, Vol. 4, No. 2 (2022), hlm. 357–378, <https://doi.org/10.26740/jsh.v4n2.p357-378>.

¹⁴ Peter Mahmud Marzuki, *Penelitian Hukum*, Edisi Revisi (Jakarta: Kencana, 2019), hlm. 35–38.

letter b is examined to identify the consumer's right to choose goods and/or services and its relevance to the legality of bundling. Article 7 is analyzed in relation to the obligations of business actors to act in good faith and provide correct, clear, and honest information.¹⁵ Article 15 is examined in relation to the prohibition of coercive conduct in offering goods and/or services, while Article 19 is used to assess the legal consequences and compensation available when consumers suffer losses.¹⁶ Article 45 is examined to determine the available mechanisms for resolving consumer disputes. These provisions are then related to the provisions of other relevant legislation to determine the consistency of the legal framework governing conditional sales practices. The UUPK is the principal statutory basis for this analysis.

The conceptual approach is used to construct the analytical framework for distinguishing permissible bundling from conditional sales that may restrict consumer rights. The concept of consumer freedom of choice is used to assess whether consumers retain a meaningful opportunity to determine the goods or services they wish to purchase. The concept of voluntariness is used to examine whether consumers enter into the bundled transaction through a genuine choice rather than because the purchase of an additional product is imposed as a condition. The concept of coercion is used to identify situations in which the transaction places consumers under pressure or effectively removes their ability to obtain the desired product without accepting an unwanted additional product. Meanwhile, the concept of transparency is used to assess whether the composition of the package, price, conditions, and consequences of the transaction are communicated clearly and accurately to consumers.

The legal materials consist of primary and secondary legal materials. Primary legal materials include Law Number 8 of 1999 concerning Consumer Protection, the Civil Code, Law Number 7 of 2014 concerning Trade, and regulations governing electronic commerce that are relevant to the transaction. Secondary legal materials include books, scholarly journal articles, and other academic publications concerning consumer protection, bundling, consumer choice, contractual freedom, coercion, transparency, and legal protection. The selection of these materials is based on their relevance to the legal issues examined in this study.¹⁷

The analysis is conducted through normative interpretation and legal synthesis. First, the relevant statutory provisions are identified and interpreted according to their legal meaning and relationship to the issue of conditional sales. Second, the provisions are

¹⁵ Peter Mahmud Marzuki, *Penelitian Hukum*, Edisi Revisi (Jakarta: Kencana, 2019), hlm. 133–134.

¹⁶ Ibid., hlm. 135–136.

¹⁷ Peter Mahmud Marzuki, *Penelitian Hukum*, Edisi Revisi (Jakarta: Kencana, 2019), hlm. 171–172.

connected with the concepts of consumer choice, voluntariness, transparency, coercion, and consumer protection developed through the conceptual approach. Third, the resulting legal norms are synthesized to establish criteria for determining whether a bundling arrangement preserves consumer choice or effectively restricts it. Finally, the legal consequences and available forms of consumer protection are examined by relating the identified violation to the relevant provisions concerning liability, compensation, and dispute resolution. Thus, the analysis does not merely describe the contents of the legislation but seeks to formulate a normative legal proposition concerning the boundary between legally acceptable bundling and coercive conditional sales.

RESULTS AND DISCUSSION

1. Legal Provisions Regarding Conditional Sales Practices (Bundling) Under Law Number 8 of 1999 concerning Consumer Protection

a. The Concept of Conditional Sales (Bundling)

Conditional sales, commonly referred to as “bundling,” constitute a marketing strategy in which two or more products are offered as a single package or the acquisition of one product is made conditional upon the purchase of another product. In business practice, bundling may take the form of pure bundling, in which products are available only as a package, or mixed bundling, in which consumers may purchase the products either together or separately.¹⁸

From a consumer protection perspective, the distinction between pure bundling and mixed bundling is important, but the distinction itself does not determine the legality of the practice. Pure bundling cannot automatically be regarded as unlawful merely because consumers cannot purchase the products separately. Likewise, mixed bundling is not automatically lawful merely because a separate purchasing option is available. The legal assessment must consider the substance and implementation of the transaction, particularly whether consumers retain a meaningful opportunity to determine what they purchase.

The normative finding of this study is that the legality of bundling should not be determined solely by the form of the package, but by its effect on consumer choice and the conditions under which the transaction takes place. Bundling may constitute a legitimate marketing strategy when consumers receive adequate information concerning the package, understand the price and transaction conditions, and voluntarily choose the

¹⁸ Adams, W. J., & Yellen, J. L. (1976). *Commodity bundling and the burden of monopoly*. The Quarterly Journal of Economics, 90(3), 475–498. <https://doi.org/10.2307/1886045>

package because of its convenience or economic benefits. Conversely, the practice becomes legally problematic when the business actor uses the package to substantially restrict consumer choice, particularly by making access to a desired product conditional upon the purchase of an additional product that the consumer does not need.

Pure bundling therefore represents a potential legal concern only when its implementation is accompanied by circumstances that materially restrict consumer choice, such as inadequate information, exploitation of consumer necessity or scarcity, or compulsory purchase conditions. This distinction is necessary to avoid treating every form of pure bundling as unlawful while still providing a normative basis for identifying conditional sales that may conflict with consumer protection law.

b. Bundling Practices Viewed from the Perspective of Consumer Rights

Article 4 letter b of Law Number 8 of 1999 concerning Consumer Protection (UUPK) grants consumers the right to choose goods and/or services and to obtain them according to the exchange value, conditions, and guarantees promised.² This provision establishes consumer choice as one of the principal legal parameters for assessing conditional sales.

In the context of bundling, the right to choose should not be understood merely as the formal ability to accept or reject a transaction. The relevant question is whether consumers retain a meaningful choice concerning the products they actually wish to purchase. Where a consumer wants product A but can obtain it only by purchasing product B, the consumer may formally consent to the transaction, but the practical opportunity to choose may have been substantially restricted.

The normative implication of Article 4 letter b is therefore that the existence of a valid transaction does not by itself demonstrate that the consumer's right to choose has been fully respected. A potential conflict with Article 4 letter b arises when the conditions imposed by the business actor effectively eliminate the consumer's meaningful opportunity to determine whether to accept the additional product.

For example, if cooking oil is offered together with sugar or another household product, the mere existence of the package does not establish a violation. The legal issue arises when the consumer cannot obtain the cooking oil without accepting the additional products, particularly where the consumer has no reasonable alternative for obtaining the primary product. Under such circumstances, the bundling arrangement may substantially restrict the consumer's freedom to determine which goods are purchased.

Accordingly, Article 4 letter b provides the first normative boundary: bundling remains compatible with consumer protection where the consumer retains meaningful choice, whereas a conditional sale becomes legally problematic when the transaction effectively deprives the consumer of that choice.

c. Obligations of Business Actors Under Article 7 of the Consumer Protection Law

Article 7 letters a and b of the UUPK requires business actors to act in good faith and provide correct, clear, and honest information concerning the goods and/or services offered.³ These obligations establish a second normative parameter for assessing bundling, namely transparency in the formation of consumer choice.

The relationship between Article 7 and Article 4 letter b is significant. Consumers can exercise their right to choose meaningfully only when they possess sufficient information concerning the transaction. In a bundling arrangement, such information includes the products contained in the package, the applicable price, the conditions for obtaining the package, and, where relevant, whether the products can be purchased separately.

Consequently, transparency should not be regarded merely as a formal obligation to provide information. It is a substantive condition for the exercise of consumer choice. If a business actor fails to disclose that the acquisition of one product requires the purchase of another, or does not clearly communicate the price and conditions of the package, consumers may make decisions without adequate information.

The normative finding is therefore that bundling is consistent with the obligations under Article 7 only when consumers receive correct, clear, and honest information before making the purchasing decision. Conversely, incomplete, misleading, or unclear information may undermine meaningful consumer choice and strengthen the legal basis for questioning the legality of the transaction.

Thus, Articles 4 letter b and 7 should be interpreted together. Article 4 letter b protects the consumer's right to choose, while Article 7 establishes conditions that enable consumers to exercise that right on an informed basis.

d. Bundling Practices Viewed from Article 15 of the Consumer Protection Law

Article 15 of the UUPK prohibits business actors from offering goods and/or services through coercion or other methods that may cause physical or psychological disturbance to consumers.⁴ Although Article 15 does not expressly use the term "bundling," its prohibition becomes relevant when a conditional sales arrangement involves coercive conduct.

However, the concept of coercion must be distinguished from ordinary economic pressure that may naturally occur in market transactions. The fact that a consumer urgently needs a product, considers a package expensive, or prefers to purchase only one product does not automatically establish coercion. Economic pressure becomes legally relevant when the business actor uses the consumer's particular need, vulnerability, scarcity of the product, or lack of reasonable alternatives to impose an additional purchase in a manner that materially restricts the consumer's ability to choose.

Accordingly, economic pressure should be assessed in the context of the entire transaction rather than treated as coercion by itself. Relevant circumstances include whether the primary product is necessary to the consumer, whether reasonable alternative sellers or products are available, whether the additional product is genuinely optional, whether the transaction conditions are clearly disclosed, and whether the consumer can reasonably refuse the additional product without losing access to the primary product.

Where these circumstances demonstrate that the consumer has no meaningful alternative and must accept an unwanted product in order to obtain the desired product, the transaction may constitute a restriction of consumer choice and, depending on the circumstances, may implicate the prohibition of coercive sales under Article 15.

This analysis also demonstrates why pure bundling and mixed bundling should not be classified solely according to their formal structure. Mixed bundling generally provides consumers with a greater opportunity for independent choice, but it may still raise legal concerns where the information is misleading or coercive conditions are imposed. Conversely, pure bundling may restrict separate purchasing, but it is not automatically unlawful unless the circumstances of its implementation produce a legally relevant restriction of consumer rights.

e. Legal Limits of Bundling Practices

The analysis of Articles 4 letter b, 7, and 15 of the UUPK demonstrates that Indonesian consumer protection law does not establish a general prohibition against combining products into one sales package. Instead, the legality of bundling must be determined through the interaction of meaningful consumer choice, transparency, voluntariness, and absence of coercion.¹⁹

Bundling may be categorized as legally acceptable where:

- 1) consumers receive clear and accurate information concerning the products included in the package;
- 2) the price and transaction conditions are disclosed transparently;
- 3) consumers voluntarily choose the package;
- 4) consumers retain a meaningful opportunity to determine whether to accept the additional products; and
- 5) the transaction does not involve coercive conduct or other conditions that materially disadvantage consumers.

¹⁹ Carlton, D. W., & Waldman, M. (2002). The strategic use of tying to preserve and create market power in evolving industries. *RAND Journal of Economics*, 33(2), 194–220.

Conversely, bundling may conflict with consumer protection law where:

- 1) consumers are required to purchase an additional product to obtain a product they need;
- 2) the transaction effectively eliminates meaningful consumer choice;
- 3) the contents, price, or conditions of the package are inadequately disclosed;
- 4) the business actor exploits a situation of necessity or scarcity to impose additional purchases;
- 5) coercive conditions are used to obtain consumer acceptance; or
- 6) the practice causes legally relevant loss to consumers.

The principal normative finding is therefore that the legal status of bundling is determined not by the mere combination of products but by whether the transaction preserves meaningful consumer choice and is conducted transparently and voluntarily without coercion. This formulation establishes the legal boundary between bundling as a legitimate marketing strategy and conditional sales that may conflict with consumer protection law.

2. Forms of Legal Protection for Consumers Harmed by Conditional Sales Practices (Bundling)

a. Types of Losses Suffered by Consumers

A bundling practice that unlawfully restricts consumer choice may result in material and non-material consequences. Material loss may arise when consumers are required to spend money on additional products that they would not otherwise purchase. Non-material consequences may include the restriction of consumer autonomy and the loss of a meaningful opportunity to determine the goods that are actually needed.

Nevertheless, the existence of an unwanted additional product does not automatically establish a compensable loss. For the purposes of legal protection, the consumer must establish the relevant loss and its connection with the conduct of the business actor. The legal analysis must therefore connect three elements: the condition imposed by the business actor, the infringement of a legally protected consumer interest, and the resulting loss.

Where these elements are established, the consumer may invoke the legal protection mechanisms provided under the UUPK. This approach prevents every consumer dissatisfaction with a bundled package from being automatically treated as a legal violation while preserving protection where the transaction causes legally relevant harm.

b. Responsibility of Business Operators Under Article 19

Article 19 paragraph (1) of the UUPK establishes the responsibility of business actors to provide compensation for damage, pollution, and/or losses suffered by consumers as

a result of goods and/or services produced or traded by them. Article 19 paragraph (2) provides forms of compensation, including refund, replacement with goods and/or services of equivalent value, medical treatment, and/or compensation in accordance with applicable regulations.⁵

In the context of conditional sales, Article 19 becomes relevant where the bundling practice results in an identifiable consumer loss and the applicable requirements for business-actor liability are satisfied. For example, where a consumer is required to purchase an additional product in order to obtain a needed product and incurs additional expenditure as a result, the consumer may seek compensation in accordance with the applicable legal provisions.²⁰

The relevance of Article 19 therefore depends on the connection between the problematic bundling practice and the loss suffered. Article 19 should not be interpreted as creating automatic compensation for every bundled transaction. Rather, the analysis must first establish the legally relevant conduct and then determine whether the consumer suffered a loss attributable to that conduct.

The relationship between the substantive violation and the remedy can consequently be formulated as follows: where a bundling practice unlawfully restricts consumer choice and causes an identifiable loss, Article 19 provides a legal basis for assessing the responsibility of the business actor and the appropriate form of compensation.

c. Dispute Resolution through the Consumer Dispute Settlement Agency (BPSK)

Article 45 of the UUPK provides consumers with the opportunity to resolve consumer disputes through judicial or out-of-court mechanisms.⁶ One of the available out-of-court mechanisms is the Consumer Dispute Settlement Agency (*Badan Penyelesaian Sengketa Konsumen* or BPSK).

In a bundling dispute, BPSK becomes relevant when a consumer and business actor disagree concerning the implementation or consequences of the conditional sale and the consumer seeks an out-of-court mechanism for resolving the dispute. The dispute may concern whether the additional purchase was mandatory, whether adequate information was provided, whether consumer choice was restricted, and whether the consumer suffered a loss.

Accordingly, BPSK is not merely an alternative institution but a procedural mechanism through which the consumer's substantive rights and claims arising from the bundling practice can be examined. Where the consumer can establish the relevant facts

²⁰ Brenncke, M. (2024). A theory of exploitation for consumer law: Online choice architectures, dark patterns, and autonomy violations. *Journal of Consumer Policy*, 47, 127-164.
<https://doi.org/10.1007/s10603-023-09554-7>

and loss, the BPSK mechanism may be used to seek resolution without immediately proceeding to ordinary court litigation.

d. Protection through Court Litigation

Consumers may also pursue judicial protection where the dispute is not resolved through an out-of-court mechanism or where judicial proceedings are otherwise pursued in accordance with applicable law. In addition to the UUPK, Article 1365 of the Indonesian Civil Code may become relevant where the elements of an unlawful act are established.⁷

A judicial claim requires the establishment of the relevant unlawful conduct, fault or legal responsibility, loss, and causal relationship between the conduct and the loss.²¹ In the context of bundling, the consumer would therefore need to demonstrate more than the mere existence of a package. The relevant analysis may include whether the business actor imposed an unjustified purchasing condition, whether the condition infringed a legally protected consumer interest, and whether the consumer suffered an identifiable loss as a consequence.

Litigation consequently serves a different function from the substantive assessment of bundling. The substantive analysis determines whether the transaction violates the applicable legal standards, while the judicial mechanism provides a means through which the consumer may seek enforcement of the resulting rights and remedies.

e. Preventive and Repressive Legal Protection

Legal protection against problematic bundling operates through preventive and repressive mechanisms. Preventive protection is reflected in the obligations imposed on business actors to provide accurate, clear, and honest information, act in good faith, and refrain from imposing conditions that improperly restrict consumer choice. These requirements operate before a consumer suffers loss and are intended to prevent bundling from becoming coercive or misleading.

Repressive protection operates after a legally relevant violation and/or loss has occurred. Depending on the circumstances, it may include compensation under Article 19, dispute resolution through BPSK under Article 45, or judicial proceedings based on the UUPK and, where the relevant elements are established, Article 1365 of the Civil Code.

The relationship between the two forms of protection can therefore be understood as follows: preventive protection establishes the standards that business actors must

²¹ Agustina, R. (2003). *Perbuatan melawan hukum*. Jakarta: Program Pascasarjana Fakultas Hukum Universitas Indonesia.

observe when implementing bundling, while repressive protection provides mechanisms for responding to violations and addressing legally relevant consumer losses. Both forms are necessary because preventing coercive or misleading practices is distinct from providing remedies after a violation has occurred.

f. Normative Illustration of Cooking Oil Bundling during Scarcity

The practice of requiring consumers to purchase cooking oil together with sugar, instant noodles, or other household necessities is used in this study only as a hypothetical illustration of the application of legal norms, rather than as an empirical finding or a specific reported legal case. The illustration is relevant because a situation of scarcity may affect the practical bargaining position of consumers and therefore provides a useful context for applying the normative parameters developed in this study.

The first parameter is consumer need. Cooking oil may constitute a product that consumers consider necessary, whereas the additional products may not correspond to their actual needs. This difference does not by itself establish a legal violation. It becomes legally relevant when the consumer's need for the primary product is used by the business actor as a basis for imposing an additional purchase.

The second parameter is scarcity and availability of alternatives. If cooking oil is available from other sellers on reasonable and comparable terms, consumers may retain a meaningful alternative to reject the bundle. Conversely, where scarcity means that the consumer cannot reasonably obtain the primary product elsewhere and the business actor makes the purchase of additional products a condition for access, the consumer's practical freedom of choice may be substantially reduced.

The third parameter is the mandatory nature of the additional purchase. If the consumer can purchase the cooking oil independently and the additional products are genuinely optional, the transaction differs materially from a situation in which the consumer must purchase the additional products. A mandatory condition is therefore relevant to the assessment of whether the consumer's right to choose under Article 4 letter b has been meaningfully restricted.

The fourth parameter is transparency. Article 7 of the UUPK requires business actors to provide correct, clear, and honest information. The consumer should therefore be informed of the package contents, price, and conditions of purchase. If the mandatory condition is concealed, inadequately disclosed, or presented in a misleading manner, the consumer's ability to make an informed choice is further weakened.

The fifth parameter is coercion under Article 15. The existence of economic pressure does not automatically constitute coercion. The issue becomes legally significant where the combination of consumer necessity, scarcity, lack of reasonable alternatives, and a

mandatory additional purchase effectively deprives the consumer of a meaningful opportunity to obtain the desired product without accepting the unwanted product. In such circumstances, the economic pressure may become relevant to the assessment of coercive conduct under Article 15.

The final parameter is consumer loss. If the consumer is required to pay for products that would not otherwise have been purchased and suffers an identifiable financial loss as a consequence of the conditional sale, that loss may become relevant to a claim for compensation under Article 19, subject to the applicable legal requirements. The consumer may then pursue the available dispute-resolution mechanisms under Article 45, including out-of-court resolution through BPSK or judicial proceedings.

The illustration demonstrates that the legality of a conditional sale cannot be determined solely by the presence of a product package. The legal assessment requires a cumulative examination of consumer need, scarcity, availability of alternatives, mandatory purchase conditions, transparency, meaningful choice, coercion, and resulting loss. Where these factors demonstrate that a consumer has been deprived of meaningful choice and has suffered legally relevant loss, the UUPK provides a normative basis for evaluating the conduct and determining the appropriate form of legal protection.

CONCLUSION

The legality of conditional sales (bundling) under Law Number 8 of 1999 concerning Consumer Protection (UUPK) is not determined by the mere combination of two or more products, but by the conditions under which the transaction is offered and conducted. The legal proposition established by this study is that bundling is generally permissible when four cumulative parameters are satisfied: voluntariness, transparency, meaningful consumer choice, and the absence of coercion. These parameters provide a normative basis for distinguishing legitimate bundling as a sales strategy from conditional sales practices that may undermine consumer protection.

Pure bundling is therefore not automatically unlawful merely because consumers are offered products in a single package. It becomes legally problematic when the conditions of the transaction effectively eliminate the consumer's meaningful choice, particularly when a product needed by the consumer can only be obtained through the mandatory purchase of another product, the transaction is not transparently disclosed, or the consumer is subjected to legally relevant coercion. Thus, the legal assessment must focus on the substance and effects of the transaction rather than on whether the practice is categorized as pure or mixed bundling.

Where such practices result in legally relevant consumer losses, the UUPK provides a basis for legal protection through compensation and dispute resolution mechanisms, including proceedings before the Consumer Dispute Settlement Agency (BPSK) and the courts, subject to the applicable legal requirements. Accordingly, the central legal boundary of bundling lies in whether the transaction preserves consumers' voluntary and informed decision-making or effectively converts the purchase of an additional product into a condition that restricts consumer choice and causes legally recognizable harm.

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