

Legal Protection for Consumer Resulting From Price Difference on Shelf labels and payment notes at the Cashier of A South Denpasar Supermarket

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Abstract

Consumer protection is a legal instrument created to protect and fulfill consumer rights. Article 7 of Law Number 8 of 1999 concerning Consumer Protection clearly stipulates the obligation of businesses to provide accurate and honest information regarding the warranty conditions of goods or services and to provide explanations of use, repair, and maintenance. Based on this background, the research problem is formulated as follows: "What is the legal protection for consumers regarding price differences between shelf labels and payment receipts at supermarket checkouts?" and "What are the Obstacles to Legal Protection for Consumers Regarding Price Differences Between Shelf Labels and Payment Receipts at Supermarket Cashiers in South Denpasar. This research is an empirical legal study with a juridical approach. Primary data was obtained through interviews with supervisors and consumers at a supermarket in South Denpasar. Secondary data was obtained from official documents, books, and relevant laws and regulations. Data processing and analysis in this study were conducted qualitatively, with an emphasis on understanding empirical reality in depth. The results indicate that the protection provided by supermarkets, as business actors, is preventive in nature, as stipulated in Article 7 of the Consumer Protection Law. Business actors must provide clear information regarding product prices, inform consumers when they inquire about expiration dates, and be honest about the quality of goods. This ensures consumers feel safe and confident.

Keywords: Law, Consumer Protection, Price

A. INTRODUCTION

Consumer protection has become one of the essential pillars of a modern legal system because it seeks to establish justice, legal certainty, and a balanced relationship between consumers and business actors. The rapid development of the retail industry, supported by digital technology and integrated transaction systems, has transformed the mechanism of buying and selling activities from conventional transactions into complex commercial practices involving electronic pricing systems, promotional programs, and automated payment mechanisms. Although these developments improve efficiency and consumer convenience, they simultaneously generate new legal issues when the information provided by business actors is inconsistent with the actual transaction experienced by consumers. One of the most common manifestations of this problem is the discrepancy between the price displayed on shelf labels and the amount charged at the cashier, which has the potential to cause economic losses and undermine consumer confidence in the retail sector.

Within the framework of Indonesian law, consumer protection is intended to guarantee that every consumer receives accurate, clear, and honest information regarding goods and services offered in the market. Law Number 8 of 1999 concerning Consumer Protection recognizes consumers as parties entitled to legal protection and imposes corresponding obligations upon business actors to conduct their commercial activities in good faith. Article 4 of the Law grants consumers the right to obtain goods and services in accordance with the promised value, conditions, and guarantees, while Article 7 obliges business actors to provide correct and honest information regarding the goods or services

they offer. Consequently, the price displayed on a shelf label constitutes more than a marketing instrument; it forms part of the information upon which consumers reasonably rely when deciding to enter into a transaction. Any discrepancy between the shelf label and the cashier receipt therefore raises questions regarding the implementation of consumer legal protection and the responsibility of business actors.

Empirical conditions indicate that price discrepancies remain a recurring issue in retail transactions. The findings underlying this study reveal that similar incidents occurred repeatedly between 2023 and 2025 at a supermarket in South Denpasar. Consumers discovered that the prices displayed on shelf labels differed from those charged at the cashier, resulting in additional payments that became apparent only after the transaction had been processed. Although supermarket employees generally explained that the discrepancies resulted from pricing errors and subsequently apologized, the recurrence of such incidents suggests that the problem extends beyond isolated administrative mistakes and reflects weaknesses in the implementation of consumer protection obligations.

From a theoretical perspective, consumer protection is understood as a legal mechanism designed to safeguard consumers from unfair or unlawful business practices. Peter Colin defines consumer protection as the protection of consumers against unfair or illegal traders, while Zulham explains that consumer protection law aims to ensure that consumers are able to fulfill their needs without suffering losses arising from the conduct of business actors. Likewise, AZ. Nasution argues that consumer protection law comprises the entirety of legal principles and norms regulating and protecting consumers in their social

and economic relations. These perspectives demonstrate that consumer protection is not merely remedial in nature but also preventive, requiring business actors to provide reliable information before consumers make purchasing decisions.

The concept of legal protection is further explained by Philipus M. Hadjon through the distinction between preventive and repressive legal protection. Preventive legal protection seeks to prevent disputes by ensuring compliance with legal obligations before losses occur, whereas repressive legal protection provides mechanisms for dispute resolution and restoration of rights after a violation has taken place. In the context of retail transactions, preventive protection requires accurate and transparent price information through proper shelf labeling and pricing systems, while repressive protection guarantees that consumers who suffer losses have access to compensation and effective legal remedies.

Previous studies on consumer protection have generally focused on the normative interpretation of consumer rights and the legal obligations of business actors under the Consumer Protection Law. Other studies have examined misleading information and business liability in commercial transactions. Nevertheless, the existing literature predominantly emphasizes doctrinal legal analysis and provides limited discussion regarding how consumer protection norms are implemented in everyday retail practices, particularly in cases involving discrepancies between shelf labels and cashier receipts. Moreover, relatively little attention has been devoted to evaluating whether the existing legal framework effectively protects consumers from recurring pricing

inconsistencies and identifying the practical factors that hinder its implementation.

Accordingly, a research gap exists between the normative guarantees provided by Indonesian Consumer Protection Law and their empirical realization in retail transactions. While the law establishes comprehensive rights and obligations, recurring price discrepancies indicate that legal protection may not always function effectively in practice. This gap necessitates an empirical examination of how consumer legal protection is implemented and whether existing mechanisms are capable of ensuring legal certainty and fairness for consumers.

The novelty of this research lies in its integration of empirical findings with legal analysis to evaluate not only the implementation of consumer legal protection against price discrepancies between shelf labels and cashier receipts but also the effectiveness of such protection and the factors that hinder its realization in retail transactions. Rather than merely explaining statutory provisions, this study assesses how those provisions operate in practice and identifies the challenges that affect their enforcement. Accordingly, this research aims to analyze the implementation of consumer legal protection against price discrepancies between shelf labels and cashier receipts under Indonesian Consumer Protection Law and to evaluate the effectiveness of such protection, including the factors that hinder its realization in retail transactions.

B. RESEARCH METHOD

This study employs an empirical legal research method with a juridical-sociological approach to examine the implementation of consumer protection

law concerning price discrepancies between shelf labels and cashier receipts at a supermarket in South Denpasar. The empirical approach is utilized to analyze how legal norms operate in practice through the interaction between business actors and consumers, while the juridical approach focuses on the analysis of relevant statutory regulations, particularly Law Number 8 of 1999 concerning Consumer Protection and other applicable legal instruments. The research uses both primary and secondary data. Primary data were obtained through interviews with supermarket supervisors and consumers who experienced price discrepancies, whereas secondary data were collected through library research, including legislation, books, scientific journals, and other legal documents relevant to the research topic. Data were gathered through interviews, observations, and documentation studies and subsequently analyzed qualitatively using a descriptive-analytical method by interpreting empirical findings in light of applicable legal norms and legal theories to provide a comprehensive understanding of the implementation of consumer legal protection and the obstacles encountered in its application.

C. RESULT AND DISCUSSION

1. Legal Protection for Consumers Due to Price Differences on Shelf Labels and Payment Notes at the Cashier of a South Denpasar Supermarket.

Technology and industry. These developments have created differences between the lifestyles of traditional and modern societies. In traditional societies, necessities were produced more simply, and the relationship between consumers and producers was relatively simple, with direct interaction between the two.

However, in modern societies, consumer goods are mass-produced, creating mass consumer consumption (Inosentius Samsul: 2004). This has led to a complex relationship between consumers and producers, where consumers no longer know producers personally, and vice versa, and producers may even be located in other countries. The 1945 Constitution of the Republic of Indonesia essentially regulates consumer protection, beginning in the fourth paragraph of the preamble, which states that the Indonesian government protects the Indonesian people and all of Indonesia's people for the general welfare and so on.

Since the early days of independence in 1945, Indonesia has faced various challenges related to maintaining national unity, stability, and progress. In this context, the sustainability and continuity of national interests are unavoidable imperatives to guide this nation towards a bright future. Sustainability refers to efforts to maintain and improve the quality of human life without compromising the ability of future generations to meet their needs. Therefore, this empirical research was conducted to provide legal protection for consumers regarding price differences on shelf labels and payment receipts. Economic. Sustainable economic development must prioritize social justice and equitable development. High economic growth without regard for people's welfare and environmental sustainability will certainly not bring long-term benefits. Social. Social sustainability means ensuring equitable access for all people to education, health, and other public services. This is essential for building a developed and prosperous society. High economic growth without regard for people's welfare and environmental sustainability will certainly not bring long-term benefits.

Social. Social sustainability means ensuring equitable access for all people to education, health, and other public services. This is essential for building a developed and prosperous society. Meanwhile, national interests are the goals and ideals a nation seeks to achieve. To date, our national interests are enshrined in the Preamble to the 1945 Constitution, namely to protect the entire nation and all of Indonesia's territory, and to advance the welfare of the people. general, enlightening the life of the nation, and realizing social justice for all Indonesian people.

According to the Business English Dictionary, consumer protection is protecting consumers against unfair or illegal traders. Meanwhile, Black's Law Dictionary defines consumer protection as a statute that safeguards consumers in the use of goods and services. This term describes the legal protection provided to consumers to meet their needs and protect them from harm. The Consumer Protection Law states that consumer protection is all efforts to ensure legal certainty to protect consumers. Consumer protection includes protection of goods and services, from the purchasing process to the use of those goods and services.

Based on the definition above, the subject referred to as a consumer means any person who has the status of using goods and services. The term "person" actually raises doubts as to whether it only includes individual people commonly referred to as persons or also includes legal entities (rechts person). According to Az. Nasution, in the book Sagung Indradewi, the person referred to is a natural person, not a legal entity. Because those who use, utilize, and/or utilize goods and/or services for their own benefit, family, other people, or other living beings,

not for trade, are only natural persons or humans (A.A. Sagung N. Indradewi : 2020).

Consumers have rights that must be guaranteed and protected in their shopping transactions. Monopolistic practices and the absence of consumer protection have placed consumers at the lowest level in their relationships with businesses. The lack of alternatives available to consumers is common knowledge in the Indonesian business world. Consumers' inability to respond to these businesses is clearly detrimental to public interests. This underscores the importance of price transparency and clear information to consumers so they can make informed decisions and avoid being disadvantaged during the payment process. Thus, consumer legal protection in this case not only encompasses the legal aspects governing consumer rights, but also the effective implementation and enforcement of these laws to ensure that supermarkets comply with these provisions and do not engage in practices that are detrimental to consumers. Furthermore, the 1945 Constitution of the Republic of Indonesia also regulates inherent human rights, namely human rights, starting from Articles 28A to 28J.

Regarding consumer protection, Article 28D paragraph (1) mandates that "Everyone has the right to recognition, guarantees, protection, and legal certainty that are fair and equal treatment before the law." This means that the 1945 Constitution of the Republic of Indonesia provides recognition by providing protection and guarantees that the legal certainty provided is fair and that consumers receive equal treatment before the law. Article 28D states that consumers and providers of goods/services in the sale and purchase of

goods/services are protected by the 1945 Constitution of the Republic of Indonesia.

The Civil Code, hereinafter abbreviated as the Civil Code, is a set of rules governing the rights and interests of individuals against individuals, individuals against legal entities, and legal entities against legal entities. The Civil Code regulates matters of ownership of goods or objects as well as interpersonal relationships. The Civil Code, which also regulates interpersonal relationships, contains articles that do not explicitly regulate these matters, but in general, can be used as a basis for a person who has suffered a loss due to a violation of a law. Harmful and unlawful acts. Specifically, Article 1365 of the Civil Code states: "Every unlawful act that causes harm to another person requires the person causing the loss through their fault to compensate for that loss."

Legal protection for consumers is a refinement of Article 28D of the 1945 Constitution of the Republic of Indonesia, which guarantees security and protection. As stated in Article 1365 of the Civil Code, an unlawful act that causes harm to another person requires the perpetrator to compensate for the loss (Rai Mantili: 2019). Details of how and who is categorized as responsible for all types of losses are also explained in the articles following Article 1365 of the Civil Code. In short, Article 1365 of the Civil Code provides legal protection for consumers and businesses.

The substance of Article 2 of the Consumer Protection Law and its explanation regarding the principles of consumer protection, it appears that its formulation refers to the philosophy of national development, namely the development of the whole Indonesian human being based on the philosophy of the

Republic of Indonesia. As a legal principle, this automatically places these principles of consumer protection as a reference both in legislative regulations and in various activities related to the consumer protection movement by all parties involved. Both the government and business actors are involved. Radbruch refers to justice, utility, and legal certainty as the "three basic legal ideas" or "three basic legal values," meaning they can be equated with legal principles.

These three principles are often highlighted in their implementation, including in the context of consumer protection. Jurists consider justice, utility, and legal certainty to be the objectives of law. According to Achmad Ali, the problem with these objectives is the difficulty in simultaneously realizing all three. The objectives of consumer protection, as referred to in Article 3 of the Consumer Protection Law, the objectives of consumer protection as stipulated in Article 3 of the Consumer Protection Law are directed toward establishing a fair, transparent, and balanced relationship between consumers and business actors. These objectives include enhancing consumer awareness, capability, and independence in protecting their own interests while simultaneously elevating consumer dignity by preventing the adverse consequences arising from the use of goods and services. Furthermore, consumer protection seeks to strengthen consumers' capacity to make informed choices and to assert their rights effectively within commercial transactions. The law also aims to develop a consumer protection system founded upon legal certainty, transparency of information, and accessibility to relevant information, thereby promoting accountability in market practices. At the same time, it encourages business actors to recognize the

importance of consumer protection by fostering honest, responsible, and ethical business conduct. Ultimately, these objectives are intended to improve the quality of goods and services, ensure the sustainability of production and distribution activities, and guarantee the health, comfort, security, and safety of consumers in accordance with the principles of consumer welfare (Wahyu Simon Tampubolon, 2016).

If a business actor sells goods without clearly stated prices, they may be subject to administrative sanctions, including the revocation of their business license by authorized trade officials. Revocation can be subject to three written warnings, each with a maximum warning period of one month. The purpose of legal protection for consumers is to safeguard consumer rights, these are divided into three basic.

The fundamental purpose of legal protection is to guarantee the fulfillment of consumer rights throughout the transaction process. Such protection encompasses the right to avoid economic losses, the right to obtain goods and services at prices consistent with the information provided, and the right to receive a fair mechanism for resolving disputes when violations occur. Consequently, business actors are required to determine prices accurately and transparently so that consumers are not disadvantaged by misleading information or pricing inconsistencies (Taun & Sa'adah, 2022).consumers have the right to proper legal protection so that they are not harmed by business actors (Taun, T., & Sa'adah, N: 2022).

The provisions of Article 3 of the Consumer Protection Law (UUPK) constitute the core of national development, as previously stated in Article 2 of the

UUPK, because the existing consumer protection objective is the ultimate goal that must be achieved in implementing development in the field of consumer protection law. In the Regulation of the Minister of Trade, it is understood that a label is information regarding goods, prices, images, and writing containing information about the goods and business actors attached to the goods. Regulation of the Minister of Trade of the Republic of Indonesia Number 69 of 2018 concerning Supervision of Circulating Goods and/or Services, Article 1, paragraph 9, defines a label as "Any information regarding goods in the form of writing, a combination of images and writing, or other forms containing information about the goods and business actors, as well as other information included with the goods, inserted into, affixed to, printed on, and/or part of the goods packaging."

According to Article 1 number 2 of the Consumer Protection Law, the definition of a consumer is regulated by every person who uses goods and/or services available in society for the benefit of themselves, their families, other people and other living beings and not for commercial purposes. Thus, the Consumer Protection Law or consumer law can be interpreted as a set of legal norms that regulate the rights and obligations of consumers and producers that arise in their efforts to meet their needs. According to Mr. Darmasila, Fresh Food Supervisor at a supermarket in South Denpasar, the role of supermarkets in legally protecting consumers due to price discrepancies between shelf labels and payment receipts is in accordance with Article 4 of the Consumer Protection Law Number 8 of 1999. These include the right to choose goods or services and to receive goods according to the promised quality and quantity; the right to receive honest, clear,

and correct information regarding the condition of goods and services; and the right to receive compensation, restitution, or replacement if the goods or services received do not match the promised price. Furthermore, according to Mr. Darmasila, supermarkets also have obligations, as outlined in Article 7 of the Consumer Protection Law, including providing accurate and truthful information, providing explanations regarding the use of goods or services, and providing compensation for purchased goods that do not match the initial price.

Article 8 of the Consumer Protection Law prohibits businesses from selling goods or services that do not match the price stated on the label, label, or description of the merchandise. According to this article, non-conformity to the specifications of goods or services constitutes a violation and violates trade regulations. This legal protection is preventive in nature.

Information must be accurate, honest, and clear, particularly when labeling prices. Furthermore, there is repressive legal protection, which involves dispute resolution (Alimatus Sa'diyah : 2023).

The implementation of preventative legal protection, as stipulated in Article 7 of the Consumer Protection Law, requires business actors to act in good faith, provide accurate, clear, and honest information regarding the guarantee conditions of goods and/or services, and provide explanations regarding use, upgrades, and maintenance. The supermarket stated that any price discrepancies will be resolved in accordance with Article 7 of the Consumer Protection Law. This solution can include providing clear information and providing services related to consumer complaints, by contacting the customer service number provided by the

supermarket via WhatsApp.

Although the above does not explicitly discuss consumer protection, the preamble to the Constitution mandates the Indonesian government to undertake efforts and actions to protect all Indonesian people. Here, the conflict of norms between legal protection for consumers is closely related to human rights, and the 1945 Constitution of the Republic of Indonesia specifically regulates human rights in Articles 28A to 28J in general. Then, entering the article that regulates legal protection more clearly, namely in Article 28D paragraph 1 which states "Everyone has the right to recognition, guarantees, protection, and certainty of fair law and equal treatment before the law." Article 28D paragraph 1 reaffirms the mandate contained in the preamble to the 1945 Constitution regarding the protection of all Indonesian citizens. This clearly states that protecting consumers from various detrimental actions is the mandate, legality, and mandate of the 1945 Constitution of the Republic of Indonesia. The articles that regulate legal protection more clearly, namely Article 28D paragraph 1 which states "Everyone has the right to recognition, guarantee, protection, and legal certainty that is fair and equal treatment before the law regarding Legal Protection for Consumers Due to Price Differences on Shelf Labels and Payment Receipts at the South Denpasar Supermarket Cashier" reaffirms the mandate contained in the preamble to the 1945 Constitution regarding the protection of all Indonesian citizens and the protection provided by supermarkets, as business actors, is preventive, as regulated in Article 7 of the Consumer Protection Law. Business actors must provide clear information regarding product prices, inform consumers when they

ask about expiration dates, and be honest about the quality of goods. This ensures consumers feel safe and confident. This clearly states that protecting consumers from various detrimental actions is the mandate, legality, and mandate of the 1945 Constitution of the Republic of Indonesia. The solution to this problem was then implemented by increasing community capacity regarding legal protection for consumers due to price discrepancies on shelf labels and payment receipts at the South Denpasar Supermarket cashier.

The research results indicate that the protection provided by supermarkets, as business operators, is preventative, as stipulated in Article 7 of the Consumer Protection Law. Business operators must provide clear information regarding product prices, inform consumers when they inquire about expiration dates, and be honest about product quality. This ensures consumers feel safe and confident.

2. Obstacles to Legal Protection for Consumers Regarding Price Discrepancies on Shelf Labels and Payment Receipts at the South Denpasar Supermarket Cashier.

The price discrepancy between the price listed on the shelf and the one printed on the cashier's receipt is often considered a "system error," but from a legal perspective, this is a serious issue related to the right to correct information. This price discrepancy creates confusion for consumers. If consumers do not have extra cash, the difference in price on the shelf and at the cashier can discourage them from purchasing the item. When consumers ask a cashier or salesperson about the

difference between the shelf price and the price at the checkout counter, they typically say that the shelf price is the old price and has not been updated. Changes to the cashier price should also be accompanied by changes to the shelf price so consumers know the actual price. Differences in shelf prices and cashier prices can be considered misleading information, which can harm consumers. Consumers can report discrepancies between the shelf price label and the payment receipt. However, Ms. Eni, a consumer, explained that several obstacles arise during reporting.

The obstacles to providing legal protection for consumers in cases involving discrepancies between shelf prices and cashier payment receipts arise from regulatory, institutional, operational, and procedural factors that are interrelated. Although Indonesia has enacted Law Number 8 of 1999 concerning Consumer Protection as the principal legal framework governing consumer rights, its implementation in practice remains less than optimal. One of the primary challenges is the limited effectiveness of supervision conducted by the competent authorities, particularly the Trade Office, which often lacks sufficient personnel and resources to carry out regular inspections and price audits across all retail businesses. Furthermore, sanctions imposed on business actors who commit pricing violations are generally limited to administrative warnings or obligations to apply the lower price, thereby failing to create a significant deterrent effect or encourage long-term compliance.

In addition to institutional weaknesses, consumers themselves often occupy a relatively weak bargaining position, both psychologically and practically. A considerable number of consumers are unaware of their legal rights, including the

principle under the applicable trade regulations that, in the event of a discrepancy between the shelf price and the cashier price, the lower price should prevail. Even when consumers recognize such discrepancies, they frequently choose not to file complaints because the financial loss is perceived as insignificant, typically ranging from Rp500 to Rp2,000, while the complaint process is considered time-consuming and inconvenient. Moreover, consumers often bear the burden of proving the discrepancy by documenting the shelf price, a process that may be complicated by restrictions imposed by store security or management.

Operational and technical issues within the retail sector also contribute to the persistence of price discrepancies. Retail businesses frequently attribute these incidents to delays in synchronizing promotional prices within centralized information systems and the replacement of physical shelf labels by store employees. Consequently, promotional prices may be updated electronically while outdated labels remain displayed on store shelves. In other situations, human error, such as the misplacement of products by consumers or the failure of employees to replace price labels promptly, further exacerbates inconsistencies between displayed prices and cashier records. Although these circumstances are often characterized as operational mistakes rather than intentional misconduct, they nevertheless create legal uncertainty and undermine consumer confidence.

Finally, obstacles also arise in the dispute resolution process. Consumers seeking to pursue legal remedies through institutions such as the Consumer Dispute Settlement Agency (BPSK) or judicial mechanisms often encounter procedural and economic barriers. The costs associated with filing complaints or initiating legal

proceedings may exceed the actual value of the disputed price difference, rendering formal dispute resolution economically impractical. Additionally, bureaucratic procedures frequently require considerable time and administrative effort, whereas consumers generally expect prompt and efficient solutions. These conditions ultimately discourage consumers from asserting their rights and reduce the effectiveness of consumer protection mechanisms in practice.

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Supermarket Cashier" reaffirms the mandate contained in the preamble to the 1945 Constitution regarding the protection of all Indonesian citizens and the protection provided by supermarkets, as business actors, is preventive, as regulated in Article 7 of the Consumer Protection Law. Business actors must provide clear information regarding product prices, inform consumers when they ask about expiration dates, and be honest about the quality of goods. This ensures consumers feel safe and confident. This clearly states that protecting consumers from various detrimental actions is the mandate, legality, and mandate of the 1945 Constitution of the Republic of Indonesia. The solution to this problem was then implemented by increasing community capacity regarding legal protection for consumers due to price discrepancies on shelf labels and payment receipts at the South Denpasar Supermarket cashier.

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D. CONCLUSION

Legal protection for consumers regarding price discrepancies between shelf labels and cashier receipts in South Denpasar supermarkets is regulated through constitutional provisions and Law Number 8 of 1999 concerning Consumer Protection. Business actors are obligated to provide accurate, clear, and honest information regarding product prices. Preventive legal protection is implemented

through transparent pricing systems and accurate shelf labeling, while repressive legal protection is implemented through compensation and dispute resolution mechanisms.

The implementation of consumer protection still faces several obstacles, including weak supervision by authorities, low consumer awareness regarding legal rights, operational errors in retail systems, and ineffective dispute resolution mechanisms. These obstacles reduce the effectiveness of legal protection for consumers and increase the risk of recurring price discrepancies.

Therefore, stronger supervision, improved consumer education, and stricter enforcement of consumer protection laws are necessary to ensure legal certainty and fairness in retail transactions.

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