

LEGAL REVIEW OF PREPAID ELECTRICITY CONSUMER PROTECTION

Resti Riancana

Muhammadiyah University of Luwuk, Luwuk, Indonesia
rriancana@gmail.com

Abstract

This study aims to determine and analyze the legal protection provided by PT.PLN for prepaid electricity consumers for the losses they experience and to determine and analyze the legal protection procedures for prepaid electricity consumers who experience losses. This study uses normative legal and sociological legal research methods, namely examining normative theoretical provisions through a review of regulations. The results of the study indicate that in reality legal protection for PT.PLN consumers in the use of electricity services has not been fully provided by PT.PLN. The electricity sales and purchase agreement which is the legal basis for the distribution of electricity still has shortcomings. It does not contain the obligation of business actors to provide correct, honest and clear information about the goods and/or services traded, as regulated in Article 7 letter (b) of the UUPK. The UUPK itself has regulated that if consumers choose to resolve their disputes through general courts or through the Consumer Dispute Resolution Agency (BPSK). Furthermore, the resolution of consumer disputes with PT.PLN does not rule out the possibility of peaceful resolution. The peaceful settlement referred to is a settlement carried out by both parties in dispute without going through the courts or consumer dispute resolution bodies and does not conflict with the law in this case the consumer protection law.

Keywords : Legal Protection, Consumers, Repaid



INTRODUCTION

In this era of globalization, the need for electricity is increasing due to the rapid advancement of technology. The availability of energy is needed for many devices that support human life, such as air conditioners, mobile phones, televisions, and other electronic devices. The large demand for electrical energy requires every consumer to meet the availability of the electrical energy sources they need with good quality and continuity that is maintained with reliable distribution.

The main responsibility of PT. PLN (Persero), which has been approved by the government in accordance with Law No. 30 of 2009 concerning Electricity, is to provide as much electricity as possible for the benefit of the general public. This is consistent with the Opening of the Declaration of Indonesia's National Goals in the 1945 Constitution, which includes promoting public welfare and educating the people.

Indonesian laws and regulations provide legal protection for consumers. The public who are consumers have been somewhat relieved since Law Number 8 of 1999 concerning Consumer Protection was issued. However, in addition to protecting the rights of electricity users. Indonesian citizens as recipients of public services often experience challenges due to the absence of explicit service standards.

In all areas of life, this inequality can be seen from the ease with which the community or consumers can be unilaterally sanctioned if the individual concerned fails to fulfill his/her obligations, but the same sanctions cannot be applied to state administrative officials who fail to realize their services to the community on time.

The Consumer Protection Law (UUPK) issued provides an opportunity for electricity consumers to assert their rights against losses due to negligence of PT. PLN. Electrical energy is a primary need of the community, and along with increasing economic growth and technological advances, so does the demand for electricity supply. However, the crisis that has an impact on the resources and raw materials needed to generate electricity has caused the price of raw materials to rise.

Consumer Protection of Prepaid Electricity Sales and Purchase Agreements Between PT. PLN and Customers Researchers are very interested in conducting research by analyzing consumer protection of prepaid electricity sales and purchase agreements because actual observations in the community show that it has not been carried out properly.

RESEARCH AND METHODS

Empirical legal study is the research method used, and the preparation of research findings and their implementation are based on a number of legal principles that contrast with their application. The application of the consumer protection law of the Prepaid Electricity Purchase Agreement between PT. PLN and consumers will be examined in this study to compare normative theoretical provisions with actual reality.

RESULT AND DISCUSSION

According to Law Number 30 of 2009 concerning Electricity, the government has given electricity authority to PT. PLN (Persero). Its main responsibility is to provide electricity for the public interest as much as possible.

Indonesian laws and regulations provide legal protection for consumers. The public who are also customers have been somewhat convinced by the enactment of Law Number 8 of 1999 concerning Consumer Protection. However, in addition to protecting the rights of electricity users. If the individual concerned fails to make payments on time, the public or customers can be subject to unilateral sanctions.

Making agreements with customers is one of PLN's activities. This agreement between the parties can be the basis for the involvement of both parties. According to Article

1338 of the Civil Code paragraph (1), "all agreements made legally are valid as law for those who make them." The relationship between two (two) people will result from this agreement. We call this partnership an alliance. In essence, an agreement is made between two individuals, or parties.

Prospective customers complete the electricity purchase agreement stage by submitting a New Customer request to PT. PLN. To meet the requirements for signing the agreement, a technical evaluation is carried out, which includes determining whether the network and transformer load exist and are adequate. If the results are positive, a letter of approval will be issued, followed by payment of the connection fee and subscription deposit.

The duties and rights of customers (Second Party) and PT. PLN (First Party) in implementing electricity services are stated in the electricity purchase agreement in order to protect consumers. The Obligations and Rights of the First Party are contained in Article 3:

- 1) The FIRST PARTY is obliged to continuously distribute electricity to the SECOND PARTY without interruption in accordance with the Service Quality Level (TMP) announced by the FIRST PARTY, except in the following cases:
 - a. force majeure occurs including riots, civil commotion, war, strikes, fires, earthquakes, floods, landslides, volcanic eruptions, tsunamis, fallen trees, lightning, airplane accidents, theft of electrical cables, including due to provisions of laws and regulations (in this case the FIRST PARTY does not provide compensation);
 - b. there is a disruption to the SECOND PARTY's installation which is not due to the FIRST PARTY's negligence;
 - c. there is a situation that technically has the potential to endanger public safety;
 - d. there is an investigation interest in accordance with the provisions of laws and regulations;
 - e. a temporary disconnection is made to the SECOND PARTY's installation as a follow-up to the provisions of Article 3 Paragraphs (4), (5), (6), (7) (8) and Article 4 paragraph (5) of the agreement;
 - f. The FIRST PARTY carries out maintenance and/or repairs to the generator and/or network; or
 - g. on the orders of an authorized agency or a legally binding Court Decision, so that the disconnection of electricity by the FIRST PARTY does not require the approval of the SECOND PARTY
- 2) The FIRST PARTY is obliged to provide compensation in the form of electricity tokens to the SECOND PARTY in accordance with applicable provisions. The FIRST PARTY does not distribute electricity in accordance with the Service Quality Level (TMP), except if there is a cessation of electricity distribution due to the provisions of Paragraph (1) of this Article, then the SECOND PARTY is not entitled to claim compensation in any form whatsoever from the FIRST PARTY;
- 3) The FIRST PARTY is obliged to make repairs to the electricity network, electricity connections, and/or replace the Measuring Limiting Device (APP) that distributes electricity to the SECOND PARTY if damage occurs that is not caused intentionally by the SECOND PARTY;
- 4) The FIRST PARTY has the right to block token purchases or temporarily disconnect if the SECOND PARTY does not pay off the Follow-up Bill (TS) obligation after 30 calendar days from the issuance of the Debt Acknowledgement Letter (SPH) or the last installment payment of the Follow-up Bill (TS) obligation according to the provisions of Article 4 paragraph (2) of this Agreement, and the FIRST PARTY will unblock purchases and turn on the electricity again after the SECOND PARTY has paid off the Follow-up Bill (TS) obligation;

- 5) The FIRST PARTY has the right to carry out complete demolition if the SECOND PARTY has not paid off the Follow-up Bill (TS) obligation after 60 calendar days from the temporary disconnection. In the event that after the demolition is complete, this Agreement ends, and if the SECOND PARTY needs an electricity connection, it is required as an application for a new connection.
- 6) The FIRST PARTY has the right and is permitted to enter the SECOND PARTY's plot or building at any time to:
 - a. carry out the Control of Electricity Usage (P2TL) on the SECOND PARTY's plot or building without prior notification, and if violations and/or abnormalities are found based on the results of the Control of Electricity Usage (P2TL), then the SECOND PARTY will be subject to sanctions in the form of temporary disconnection or complete dismantling and subsequent bills for applicable provisions;
 - b. carry out network maintenance activities and/or network installation for electricity distribution for (the SECOND PARTY or to other buildings, and carry out temporary disconnection in the implementation of these activities if necessary;
 - c. carry out cutting or cutting of plants in the location of the SECOND PARTY's plot which according to the FIRST PARTY endangers the continuity of electricity distribution or public safety and security;
- 7) If the FIRST PARTY distributes several electrical connections to the SECOND PARTY with a legal basis on the same plot as referred to in this Agreement, where as a result of the provisions of Article 3 Paragraph (4), (5) and (6) Letter a of this Agreement, then:
 - a. one of the electrical connections on the SECOND PARTY's plot is temporarily disconnected or the dismantling is complete, then the FIRST PARTY has the right to temporarily disconnect other electrical connections on the plot or building, until the SECOND PARTY completes all obligations;
 - b. if a condition of mutual supply between electrical installations is found in the SECOND PARTY's plot, then the FIRST PARTY has the right to temporarily disconnect all electrical connections on the SECOND PARTY's plot, until the SECOND PARTY separates the electrical installations for each electrical connection on the plot/building. Article 4 contains the Obligations and Rights of Consumers:
 - 1) The SECOND PARTY is obliged to:
 - a. provide the FIRST PARTY with the transfer of ownership or control of the land and/or building from the SECOND PARTY to another party or heir or successor of the SECOND PARTY no later than 14 (fourteen) calendar days since the transfer and control;
 - b. approve and permit the placement of the FIRST PARTY's electrical network and/or Limiting and Measuring Device (APP) on the SECOND PARTY's land/building, so that it is safe and easy to be inspected by the FIRST PARTY.
 - c. permit the FIRST PARTY to install electrical installations or networks on the SECOND PARTY's land/building in order to provide electrical connections to other buildings;
 - d. maintain the FIRST PARTY's electrical installation located on the SECOND PARTY's land or building and immediately report to the FIRST PARTY if there are any abnormalities;
 - 2) The SECOND PARTY is obliged to pay the obligation in the form of a Follow-up Bill (TS) in accordance with applicable provisions due to the discovery of violations/disruptions/abnormalities in the use of electricity and/or due to the use of electricity not being fully measured due to the measurement equipment not working normally due to the fault of the SECOND PARTY. The Follow-up

Bill (TS) can be paid in cash or in installments, with the payment mechanism stated in the Debt Acknowledgement Letter (SPH) approved by the PARTIES and binding the PARTIES as an inseparable part of this agreement.ini.

- 3) The SECOND PARTY is obliged to bear the burden and responsibility for all forms of taxes arising from the sale and purchase of electricity in this Agreement, except those expressly regulated in applicable laws and regulations which are the burden of the FIRST PARTY.
- 4) The SECOND PARTY is prohibited from:
 - a. sell and or distribute the SECOND PARTY's electricity purchased and received from the FIRST PARTY to another party, if the SECOND PARTY does not have an Electricity Supply Business License (IUPTL) in accordance with applicable provisions;
 - b. sell and or distribute the SECOND PARTY's electricity purchased and received from the FIRST PARTY to another party who is in a temporary disconnection either due to arrears or Issuance of Electricity Usage (P2TL) even though the SECOND PARTY already has an Electricity Supply Business License (IUPTL) in accordance with provisions;
 - c. by any means and pretext open, damage, or change the electrical equipment owned by the FIRST PARTY whether carried out by the SECOND PARTY or another party;
 - d. move the FIRST PARTY's electrical equipment without the FIRST PARTY's permission;
 - e. declare the SECOND PARTY's electrical installation without an Operational Eligibility Certificate (SLO) in accordance with applicable provisions.
- 5) if the SECOND PARTY distributes electricity to another party as prohibited in accordance with the provisions of Paragraph (4) Letters a and b of this Article, then the SECOND PARTY will be temporarily disconnected until the SECOND PARTY disconnects the electricity supply to the other party.
- 6) The SECOND PARTY has the right to request a replacement of the Measuring and Limiting Device (APP) to the FIRST PARTY if damage occurs that is not caused intentionally by the SECOND PARTY.
- 7) The SECOND PARTY has the right to receive information services from the FIRST PARTY regarding:
 - a. information on the history of electricity tokens purchased or obtained by the SECOND PARTY;
 - b. information on the resolution of electricity installation disruptions by the FIRST PARTY;
 - c. information on the resolution of complaints and grievances regarding electricity services by the FIRST PARTY
 - d. information on counters, outlets or bank/nonbank delivery channels that cooperate with the FIRST PARTY to serve token purchases;
 - e. information on the resolution or complaints and grievances regarding token purchases;
 - f. information about electricity tariffs and electricity service costs;
 - g. information about marketing products and electricity services provided by the FIRST PARTY.

At first glance, these articles already protect consumers in utilizing electricity services. Article 6 of the electricity purchase agreement describes the obligations of PT. PLN to

provide the best service to consumers. Likewise, Article 7 provides reasons for consumers' rights in utilizing electricity services.

The obligation arising from the agreement is a condition desired by the parties concerned because they are bound to each other based on their will, so that consumers and PLN are bound by the rights and obligations stated in the agreement. The electricity purchase agreement is a standard form of agreement. The character of a standard contract places consumers in a position to accept or reject the contract because consumers do not determine the content, form and procedure for making the agreement.

Until now, PT. PLN Persero is the only state-owned enterprise that provides electricity supply to the people of Indonesia. As explained above, the electricity purchase agreement does not fully protect consumers. Many problems regarding the utilization of electricity services experienced by consumers are not included in the electricity purchase agreement. And consumers should also receive compensation if something happens that arises from negligence caused by electricity.

Meanwhile, the compensation experienced by consumers of electricity due to the use of electricity is not stated in the electricity purchase agreement. Consumers should also know the consumer protection mechanism to fight for their rights if they feel disadvantaged due to negligence by PT. PLN.

Article 7 of the Prepaid Electricity Sale and Purchase Law on Settlement of Disputes states:

- 1) If there is a disagreement in the implementation of this agreement, the PARTIES will resolve it through deliberation and consensus.
- 2) If a resolution through deliberation and consensus as stipulated in the provisions of Paragraph (1) of this Article is not reached, the PARTIES will submit the resolution through the District Court.

The provisions regarding the settlement of disputes between consumers and business actors are contained in Chapter X of the Consumer Protection Law, Article 45, which stipulates:

1. Every consumer who is harmed can sue the perpetrator through an institution tasked with resolving disputes between consumers and business actors or through a judicial body within the general court system.
2. Consumer dispute resolution can be pursued through the courts or outside the courts based on the voluntary choice of the disputing parties.
3. Dispute resolution outside the courts as referred to in paragraph (2) does not eliminate criminal liability as stipulated in the law.
4. If an out-of-court consumer dispute resolution effort has been chosen, a lawsuit through the courts can only be taken if the effort is declared unsuccessful by one of the parties or by the parties to the dispute.

CONCLUSION

In reality, legal protection for PT.PLN consumers in the use of electricity services has not been fully provided by PT.PLN. The electricity sales and purchase agreement, which is the legal basis for the distribution of electricity, still has shortcomings. It does not contain the obligation of business actors to provide correct, honest and clear information about the goods and/or services traded, as regulated in Article 7 letter (b) of the UUPK. The electricity sales and purchase agreement also contains provisions that regulate if certain consequences arise in the use of electricity services. Providing correct, honest and clear information is very important for consumers to know. Because with the information obtained, consumers can increase their awareness, ability and independence in protecting themselves. Thus, consumers

will be better able to decide on the right action if they feel disadvantaged due to the use of electricity services.

The UUPK itself has regulated that if consumers choose to resolve their disputes through general courts or through the Consumer Dispute Resolution Agency (BPSK). Furthermore, the resolution of consumer disputes with PT.PLN does not rule out the possibility of peaceful resolution. The peaceful resolution referred to is a resolution carried out by both parties in dispute without going through the courts or a consumer dispute resolution body and does not conflict with the law, in this case the consumer protection law.

REFERENCES

- Ahmadi Miru, & Sutarman Yodo. (2004). *Hukum Perlindungan Konsumen*. PT Raja Grafindo Persada.
- Djohari Santosa, & Achmad Ali. (1983). *Hukum Perjanjian Indonesia* (Cet. pertama). Bagian Penerbitan dan Perpustakaan Fakultas Hukum Universitas Islam Indonesia.
- Government Regulation No. 10 of 1985 concerning the Provision and Utilization of Electric Power.
- Hadjon, P. M. (2006). *Perlindungan Hukum Bagi Rakyat Indonesia*. Binailmu.
- Kurniawan. (2011). *Hukum Perlindungan Konsumen: Problematika Kedudukan dan Kekuatan Putusan Badan Penyelesaian Sengketa Konsumen (BPSK)*. Universitas Brawijaya Press.
- Law No. 30 of 2009 concerning Electricity.
- Law No. 8 of 1999 concerning Consumer Protection.
- Meliala, A. Q. S. (1985). *Pokok-Pokok Hukum Perjanjian Beserta Pengembangannya*. Liberty.
- Rahardjo, S. (2009). *Hukum dan Perilaku: Hidup Baik adalah Dasar Hukum yang Baik*. Penerbit Buku Kompas.
- Umbara, C. (2011). *Kitab Undang-Undang Hukum Perdata (Burgelijk Wetboek) & Undang-Undang R.I. No 18 Tahun 2003 Tentang Advokat*.
- Zulham. (2013). *Hukum Perlindungan Konsumen*. Kencana Prenada Media Group.