

Legal Efforts to use Indihome Service Telecommunication Services in Protecting Rights as Consumers

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Abstract: Aims to analyze and explain and discover the nature of legal protection for users of telecommunications services indihome services, and to analyze, explain, find the efforts made by users in protecting their rights, as well as to analyze, explain, and find factors that influence the implementation of legal protection for Indihome telecommunications service users in protecting their rights. The research method used is sociological legal research (socio-legal research) or including descriptive research with a non-doctrinal approach. The layers of law studied, namely the dogmatic layer of law, legal theory, and legal philosophy, which use primary, secondary and tertiary data obtained from library materials consisting of primary, secondary and tertiary legal materials.

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I. INTRODUCTION

In anticipating economic globalization and to provide adequate legal protection to consumers and business people, Law No. 8 of 1999 concerning Consumer Protection was issued, whose existence is a means of control to realize the balance of protection for the interests of consumers and business actors, so as to create an economy that healthy.

However, empirical facts show that in society, problems still occur, especially regarding the issue of legal protection for the interests of consumers. This is due to the fact that consumers are always in a weak position, so that business actors who are only profit oriented (profit oriented) are more likely to discriminate against consumers, especially in the case of telecommunications services for indihome services.

Realization of consumer protection provisions, especially in Makassar City, especially those relating to legal protection for users of telecommunications services indihome services have not received serious attention. Empirical facts show that it is often reported that the public as users of telecommunications services indihome experience losses due to the actions of the management of telecommunications services. Various complaints made by users of telecommunications services indihome services received less attention from telecommunications service managers (PT. Telkom).

Unequal position gap between the indihome telecommunications service providers and users, can bring about the result of the lack of harmony between the indihome telecommunication service users and the service providers, so it needs to be anticipated so that the balance in society is not disturbed. For that reason, given the urgency of the problematic legal protection for indihome telecommunications service users, it is necessary to have in-depth research, so that information can be obtained about the nature of legal protection and the factors that influence the lack of legal protection provided to indihome service users.

II. STATEMENT OF THE PROBLEM

1. What is the nature of legal protection for users of telecommunications services in indihome in Makassar City?
2. How is the legal remedy taken by indihome telecommunications service users in protecting their rights as consumers?
3. What factors affect the implementation of legal protection for users of telecommunications services in indihome services in Makassar City?

III. THEORETICAL FRAMEWORK

A. Legal Purpose

Regarding the purpose of law, according to Achmad Ali¹, legal experts consider that the problem of legal objectives can be studied through three points of view, namely:

1. From the perspective of legal philosophy, the purpose of law is emphasized in terms of justice;
2. From normative jurisprudence, the purpose of law is emphasized in terms of legal certainty;
3. From the perspective of legal sociology, the purpose of law is emphasized in terms of expediency.

Meanwhile, Gustav Radbruch² with the term three basic legal ideas or three basic legal values, namely justice, usefulness and legal certainty, actually that is also the purpose of law in another sense.

Based on the opinion of the experts above, it appears that the purpose of the law is essentially, is to protect the community and restore (heal the perpetrators of violations or criminals), so that they return on the right path and do not conflict with applicable law.

B. Legal Function Theory

Law and society are like two sides of a coin, where there is a community there is a law, the two cannot be separated. Cicero³ has described the legal relationship with the community with his famous adagium *Ubi societas, Ibi ius*. There is no society without law and no law without society. Punishment is carried out by the community to regulate their lives. This can be interpreted as a form of relationship, society-law-society. Therefore, the two are inseparable, the law is unknown or not in accordance with its social context, and not communicated to the community will not be able to function properly in society, and will not result in changes in accordance with the desired goals of the law. To achieve its objectives, the law must function according to certain functions.

The law is often also intended as a means and must be devoted to the goals of development itself. Instead of functioning as a goal, even once or twice the law was functioned to rationalize government policies, especially the wisdom of the executive⁴, the function of law in people's lives, namely:

1. The function of law as a tool of public order and order. This is possible, because of the nature and character of the law that gives guidelines and instructions on how to behave in the community so that each member of the community is clear what should be done and what should not be done;
2. The function of law as a means of realizing social justice is physically and spiritually. This is possible, because of the binding legal and physical nature of the law;
3. The function of law as a means of driving legal development is a tool for the authority to take society towards a more advanced direction;
4. Critical and legal functions. Nowadays, a view is developing that the law has a critical function, namely the legal work force does not merely supervise the supervisory apparatus, the government apparatus (officers) and law enforcement apparatuses, including them.

C. Legal Protection Theory

Regarding this legal protection, according to Philipus M. Hadjon⁵, there are two means of legal protection, namely: preventive legal protection facilities and repressive legal protection facilities. The means of preventive legal protection are closely related to the principle of *freisermessen*, as a form of repressive legal protection in Indonesia which is handled by judicial bodies within the General Judiciary, and government agencies which are administrative appeals and special agencies. While the means of repressive legal protection carried out by the court in the form of imposing a crime on the perpetrators.

According to Hamzah Baharuddin⁶, "The concept of legal protection for the people is universally and eternally valid, while the norms on which legal protection is based are based on values that are largely from God's commands, and partly from human reason or reason. The authorities must obey the Divine commands, and legal norms that are in accordance with moral and rational "One of the objectives of criminal imprisonment is the protection of the public (protection of the public)."

D. Legal Effectiveness Theory

¹Ali, Achmad. *Menguak Tabir Hukum: Suatu Kajian Filosofis dan Sosiologis*. Jakarta: Gunung Agung, 1996, p. 96.

²*Ibid.*, p. 95.

³Rasjidi, Lili, and I. B. Wyasa Putra. *Hukum sebagai Suatu Sistem*. Bandung: PT. Remaja Rosdakarya, 1993, p. 100.

⁴Wignjosoebroto, Soetandyo. "Sedikit Penjelasan tentang Kajian-Kajian Hukum dari Perspektif Ilmu Sosial." *Warta Hukum dan Masyarakat, Universitas Indonesia* 1, no. 1 (1995). Vide Wignjosoebroto, Soetandyo. "Penggunaan Metodologi Penelitian menurut Tradisi Sains dalam Ilmu Hukum dan Ilmu-Ilmu Sosial." *Makalah*, Universitas Airlangga, 2002, p. 230.

⁵Hadjon, Philipus M. "Keterbukaan Pemerintah dan Tanggung Gugat Pemerintah." In *Hukum Nasional ke-VI: "Reformasi Hukum Menuju Masyarakat Madani"*. Jakarta: Badan Pembinaan Hukum Nasional Departemen Kehakiman RI, 1999, p. 10.

⁶Baharuddin, Hamzah. *Bunga Rampai Hukum dalam Kontroversi Isu*. Makassar: Pustaka Refleksi, 2012, p. 65.

According to Soerjono Soekanto⁷ that to measure whether the law was successful or failed in achieving its objectives, it was usually measured, whether the effect was successful in regulating certain actions or behaviors, so that it was achieved with its objectives or not.

The statement above, basically shows that the validity of the law, is to realize the law as behavior. The law referred to here, is in the rules related to substance law (material law) and procedural law (formal law).

According to SatjiptoRajarjo⁸, the legal structure is a pattern that shows how the law is carried out according to the formal provisions. In this case, it shows how the courts, legislators and other institutions proceed in implementing a rule. Legal substance is the rule used by a rule. The substance of law as a rule is used by legal actors when carrying out legal actions.

In order for the law to function to protect the interests of humans in the association of life, the law must be implemented. The implementation of the law can take place normally, and can also take place because of violations of the law through law enforcement. enforce the law there are three elements that must always be considered, namely: legal certainty (*rechtzekerheid*), expediency (*zwechtigheid*) and justice (*gerechtigheid*). These three elements must be applied proportionally and balanced.

E. Consumer Protection Theory

1. Consumer Overview

In Law Number 8 of 1999 Concerning Consumer Protection, the understanding of consumers is affirmed in Article 1 number 2 that the consumer is every user of goods and / or services available in the community, both for self, family, others, and living things other and not for trading.

Understanding Consumers based on the Consumer Protection Act, is very broad when compared with the understanding of consumers used in other countries. Consumers do not only concern people who have a direct legal relationship to business actors, but also a third party called a bystander (family, other people, as well as other living creatures).

Based on the understanding of consumers formulated in the Consumer Protection Act, there are four main elements in the understanding of consumers, namely:

- a. Every user, namely every legal subject that includes an individual (*natuurlijkepesoon*), or a legal entity (*rechtsperson*) in obtaining, or using goods and / or services must not be preceded / on the basis of a contractual relationship (the privity of contract) with the business actor;
- b. Goods and / or services, i.e. any tangible or intangible objects, both movable and immovable objects. Services are services in the form of work or achievements provided for the community to be used by consumers;
- c. For the interests of oneself and the family of others as well as other lives, that is in obtaining goods and / or services solely intended to meet the needs of daily life;
- d. Not for trading, which means that the goods and / or services are to be consumed directly by consumers and not for commercial purposes.

2. Consumer Rights and Obligations

In the Draft Law on Consumer Protection compiled by the Law Faculty of the University of Indonesia, and the Ministry of Trade, six consumer rights are determined, namely the four basic rights stated first, plus the right to obtain goods in accordance with the exchange rate they provide, and the right to obtain a settlement proper law.⁹

Consumer rights, it is important to get the attention of all parties. Consumers wherever they are from all nations, have certain basic rights regardless of rich, poor or social status. Therefore, businesses must provide protection in the form of product responsibilities to consumers, so that the use of goods and / or services can provide satisfying enjoyment, benefits, and impressions.

Business actors who do not fulfill the above mentioned matters must be held responsible for all losses incurred and suffered by consumers who use goods and / or services from their products, because in essence consumer protection concerns the interests of everyone, as well as the interests of the entire community. Thus showing how important the issue of consumer protection is to get more serious attention from all parties concerned, including consumers themselves.

Furthermore, in Law No. 8 of 1999 not only regulates the rights of consumers, but also in Article 5 has also determined the existence of obligations to consumers. As for consumer obligations, are:

- a. Read or follow information instructions and procedures for the use or use of goods and / or services, for security and safety;

⁷Soekanto, Soerjono. *Beberapa Permasalahan Hukum dalam Kerangka Pembangunan di Indonesia*. Jakarta: UI Press, 1983, p. 7.

⁸Rahardjo, Satjipto. *Hukum dan Masyarakat*. Bandung: Angkasa, 1986, p. 67.

⁹Miru, Ahmadi, and SutarmanYodo. *Hukum Perlindungan Konsumen*. Jakarta: PT. Raja Grafindo Persada, 2004, p. 131.

- b. Having a good intention in conducting transaction of purchasing goods and / or services;
- c. Pay according to the agreed exchange rate;
- d. Following efforts to properly resolve consumer protection disputes.

3. Definition, Rights and Obligations of Business Actor

The term commonly used as opposed to the term consumer, is the term producer / business actor. The definition of business actor regulated in Article 1 number 2 of the UUPK, namely;

“Every individual or business entity, whether in the form of a legal entity or not a legal entity established and domiciled or carrying out activities in the jurisdiction of the Republic of Indonesia, both individually and jointly through agreements to conduct business activities in various economic fields”.

The definition of business actors included in this definition, are companies, corporations, SOEs, cooperatives, importers, traders, distributors, etc. (Explanation of Article 1 number 3 of the Consumer Protection Act).

Furthermore, regarding the rights of business actors in carrying out their business activities, it is regulated in Article 6 of Law no. 8 of 1999, as follows:

- a. The right to receive payments in accordance with the agreement regarding the conditions and exchange rates of the goods and / or services traded;
- b. The right to obtain legal protection from consumer actions in bad faith;
- c. The right to conduct self-defense as appropriate in the settlement of consumer dispute law;
- d. The right to good reputation rehabilitation if it is legally proven that consumer losses are not caused by traded goods and / or services;
- e. The rights regulated in the provisions of other laws and regulations.

In Law No. 8 of 1999 also regulates the obligations of business actors as stipulated in Article 7, namely:

- a. In good faith in carrying out its business activities;
- b. Provide true, clear and honest information about the conditions and guarantees of goods and / or services and provide an explanation of the use, repair and maintenance;
- c. Treat or serve consumers properly and honestly and not discriminatory;
- d. Guarantee the quality of goods and / or services produced and / or traded based on the provisions of the applicable quality standards of goods and / or services;
- e. Give consumers the opportunity to test, and / or try certain goods and / or services and provide guarantees and / or for goods that are made / or traded;
- f. Provide compensation, compensation and / or compensation for losses resulting from the use, use and utilization of traded goods and / or services;
- g. Providing compensation, compensation, and / or replacement if the goods and / or services received or utilized are not in accordance with the agreement.
- h. In good faith in carrying out its business activities;
- i. Provide true, clear and honest information about the conditions and guarantees of goods and / or services and provide an explanation of the use, repair and maintenance;
- j. Treat or serve consumers properly and honestly and not discriminatory;
- k. Guarantee the quality of goods and / or services produced and / or traded based on the provisions of the applicable quality standards of goods and / or services;
- l. Give consumers the opportunity to test, and / or try certain goods and / or services and provide guarantees and / or for goods that are made / or traded;
- m. Provide compensation, compensation and / or compensation for losses resulting from the use, use and utilization of traded goods and / or services;
- n. Providing compensation, compensation, and / or replacement if the goods and / or services received or utilized are not in accordance with the agreement.

4. Legal Relations Between Consumers and Business Actors

The relationship that occurs between consumers and business actors can occur directly and indirectly. Direct relationship due to the existence of a contractual agreement (contractual relationship) between consumers and business actors in the transfer of goods, for example, sale and purchase agreements made orally or in writing.

The intended agreement is a valid agreement as determined in Article 1320 of the Civil Code, namely:

- a. Agreement from those who bound themselves;
- b. The ability to enter into an engagement;
- c. Regarding a particular object;
- d. Regarding the permissible (halal).

The indirect relationship referred to in this section, is the relationship between producers and consumers who are not directly bound by the agreement, because there are other parties between consumers and business actors. The absence of a direct relationship in the form of an agreement between the business party and the core consumer does not mean that the injured consumer has no right to claim compensation to the business actor, because in binding law, however there are two known sources of engagement, namely agreement and law.

Unlawful acts in the Civil Code are regulated in Article 1365 that "Every act that violates the law that causes harm to someone else obliges the person who, because of his mistake to issue the loss, compensate for the loss"

5. Telecommunications Services Arrangement

The operation of telecommunications services is regulated in Law No. 36 of 1999 concerning Telecommunications, with several main points as follows:

- a. Telecommunications operation is the activity of providing and servicing telecommunications facilities and facilities to enable the operation of telecommunications {(Article 1 paragraph (2))};
- b. Telecommunications services are telecommunications services to meet the needs of telecommunications using telecommunications networks. {(Article 1 paragraph (7))};
- c. Telecommunications is controlled by the state and its builders are carried out by the government. {(Article 4 paragraph (1))};
- d. In the context of implementing telecommunications guidance as referred to in Article 4, the Government involves the participation of the public. {(Article 5 paragraph (1))};
- e. (1) Community participation as referred to in paragraph (1), is in the form of conveying thoughts and views that develop within the community regarding the direction of telecommunications development in the context of determining policies, regulations, controls, and supervision in the telecommunications sector. {(Article 5 paragraph (2))}.

Telecommunications operators who violate the provisions on the delivery, distribution and delivery of important information, are liable to imprisonment for a maximum of 2 years or fines as high as 200 million.

Anyone who violates the provisions of the act without rights, illegitimate, or manipulate: (1) Telecommunication network access, and / or; (2) Access to telecommunications services and / or; (3) Access special telecommunications networks. For a maximum sentence of 6 years and / or a maximum fine of 600 million.

IV. DISCUSSION

A. The Nature of Legal Protection for Telecommunications Service Users Indihome in Makassar City

1. Rights and Obligations of Telecommunications Service Users Indihome in Makassar City

The rights owned by consumers are closely related to the obligations that must be carried out by business actors, including the obligation to provide true, clear and honest information and to provide explanations in terms of use, repairs, and maintenance. In addition, the obligations of business actors also guarantee the quality of goods and / or services in accordance with the provisions on the quality standards of goods and / or services in force.

Non-alignment towards consumers shows the weak implementation of Law No. 8 of 1999 in providing opportunities for justice in the enforcement of the Rights and Obligations of Business Actors and Consumers in transactions of Goods. This can be seen in the field, that competition between business operators providing telecommunications providers in Indonesia often causes losses for consumers.

In the Draft Law on Consumer Protection, five consumer rights are determined, namely the four basic rights stated first, plus the right to obtain goods in accordance with the exchange rate they provide, and the right to obtain an appropriate legal settlement.

From the regulation of consumer rights above, it appears that the issue of consumer comfort, security and safety is the most basic and primary issue in consumer protection. Items and / or services for which users do not provide comfort, moreover are unsafe, or endanger the safety of consumers clearly not worthy of being circulated in the community. To ensure that goods and / or services in their use will be comfortable, safe or not endanger consumers, consumers are given the right to choose the goods and / or services they want based on the disclosure of true, clear and honest information.

2. Rights and Obligations of Indihome Telecommunications Service Providers in Makassar City

Based on the results of research on the provisions stipulated in the Standard Agreement (Contract) subscription to telecommunications connections between customers (consumers) and PT. Telkom in the city of Makassar, generally regulates:

- 1) About Customers
 - a. Customer Rights

In a joint contract with PT. Telkom expressly states the rights of Indihome telecommunications service customers, including:

- a) Get Indihome services according to customer requests that meet Telkom's technical requirements;
- b) Get good and transparent services from Telkom related to Indihome services;
- c) Obtain information regarding technical specifications, characteristics and general characteristics of Indihome services provided by Telkom;
- d) Obtain Indihome Service Level Guarantee in accordance with Telkom's provisions;
- e) Submit Indihome claim claims if it is believed there is an invalid bill amount;
- f) Get compensation according to Telkom's provisions if Indihome's service level guarantee is not met or there is evidence of billing errors;

To get a good and transparent Indihome service, it must be in accordance with customer requests and meet Indihome's technical service requirements regarding technical specifications, guarantee the level of service, claim claims and compensation according to PT. Telkom in accordance with the service level (Service Level Guarantee).

b. Customer obligations that must be fulfilled, in the standard contract that has been provided by Telkom determine as follows:

- a) Pay the cost of installing Indihome service connections (new installation fees, facility / facility activation fees, transfer fees and other fees, in accordance with Telkom's provisions);
- b) Provide home / building cable installation and electrical power supply for Indihome CPE (Customer Premises Equipment) equipment at the customer's address;
- c) Pay the cost of installing Indihome service connections (new installation fees, transfer fees, activity / service / content / service fees and other fees) in accordance with Telkom's provisions.
- d) Provides home / building cable installation and electrical power supply for IndihomeCPE service devices to address customers.
- e) Give Telkom permission for the installation, maintenance, and repair of Indihome's disruption to the customer's address.
- f) Pay Indihome network and / or service fee bills on time according to Telkom's provisions.
- g) Maintaining the installation of Indihome services at the customer's address so that it is always in good condition at the customer's expense.
- h) Make a report to Telkom if the Indihome service connection at the customer's address is interrupted / damaged.
- i) Make a written report to Telkom on any transfer of rights of responsibilities and / or obligations of customers related to Indihome services to other parties.
- j) Notify Telkom if it intends to stop subscribing to temporary Indonesia services or terminates the subscription contract.
- k) Submit Telkom's CPE equipment installed at the customer's address for Indihome services, if the customer stops subscribing to Indihome services.

Based on the description above, regarding the rights and obligations of the parties in the Indihome connection contract in Makassar, which is done in writing, it appears that the clause in the agreement has not given the parties the position in a balanced position.

Customers are charged a lot of obligations regarding any use of Indihome connections by anyone at the customer's address, including use by family members, employees, residents or other third parties. In the agreement there is no clause that specifies which party is responsible for the risk of network abuse by parties others who deliberately use the Indihome access network using telephone lines, without the knowledge of the parties, this is detrimental to the Indihome customers. From the research results, it is known that Telkom as the service provider does not provide legal protection to the community of Telkom service users of Indihome services. This reality, looks like in the first table below.

Table 1: Guaranteed Legal Protection from Telkom

No	Category	Amount(F)	Percentage (%)
1.	Optimal	29	36,25
2.	Less than optimal	45	56,25
3.	Not optimal	6	7,50
Total		80	100,00

Source: Primary data after being processed in December 2016.

In Table one above, it shows that of the 80 respondents there were 45 less than optimal numbers (56.25%) of respondents looking at PT. Telkom is less optimal in providing legal protection. Meanwhile, 29 were optimal (36.25%) of respondents argued that Telkom had been optimal in providing legal protection to the community of

Indihome service users. While the remaining 6 are not optimal (7.5%), respondents actually consider Telkom to be not optimal in guaranteeing legal protection for Indihome service users. This fact, gives an indication that the PT. Telkom in some cases sometimes does not show any responsibility by ignoring the interests of the customer. Especially if it is related to legal issues, such as the irresponsible use of Indihome by other parties, which is unknown to the customer.

The exercise of PT. Telkom as a service provider in providing good services, is less fulfilled in accordance with the contract. This is known from the results of the study as in the following table.

Table 2: Implementation of the Rights and Obligations of PT. Telkom

No	Category	Amount(F)	Percentage (%)
1.	Optimal	42	52,50
2.	Less than optimal	34	42,50
3.	Not optimal	4	5,00
Total		80	100,00

Source: Primary data after being processed in December 2016.

In Table two above, it shows that the implementation of PT. Telkom is still seen by some respondents as less than optimal, which is 34 respondents less than optimal (42.5%) respondents. Although in general 42 was optimal (52.5%) it had given the assessment of PT. Telkoms is optimal in fulfilling its rights and obligations. In addition, there were 4 not optimal (5%) respondents actually responded that PT. Telkom was not optimal in realizing their rights and obligations. Empirical facts certainly give a clue that on the basis of PT. Telkom is not fully optimal in fulfilling its rights and obligations. Therefore, in reality it cannot be denied that there are still frequent complaints from the public over the services provided by PT. Telkom.

In the subscription contract, a ban on PT. Telkom that is prohibited from making changes in any form to the Indihome service network and is prohibited from imposing sanctions on Customers except in accordance with the terms of the subscription contract.

To guarantee the balance of positions in the implementation of Indihome subscription contracts with PT. Telkom, so customers can claim in the form of claims for compensation for services provided by PT. Telkom.

3. Compensation and Limitation of Liability of PT. Telkom In Contract Implementation

Based on the author's research results, Indihome service users using home telephone lines have difficulty in proving the "error" invoices from PT. Telkom. This happened because of PT. Telkom is always based on the results of the "print out" of the numbers dialed or the use of Indihome, while the users of fixed line services do not have records or records of the numbers dialed and the length of call time when using the telephone or the Internet via Indihome using landlines. compensation if there is a loss due to negligence of the service provider, the results of the study are known as in Table three below.

Table 3: Telkom Services If There Are Losses For Customers

No	Category	Amount(F)	Percentage (%)
1.	Given compensation	68	85,00
2.	Not all losses are paid	12	15,00
3.	No compensation is given	0	0,00
Total		80	100,00

Source: Primary data after being processed in December 2016.

From the data in Table three above, it appears that from 80 respondents there were 68 (85%) respondents giving the opinion that PT. Telkom has provided compensation if losses occur due to negligence. However, there are still respondents who rate the PT. Telkom does not pay any compensation for compensation, which is as many as 12 (15%) respondents and 0% are not given compensation. This reality, of course, is closely related to the problems faced, so that there are losses. If the PT. Telkom considers that the loss was caused by the customer's own mistake, so of course no compensation will be given, unless the loss arises because of the negligence of PT. Telkom.

B. Legal Efforts Made by Users of Telecommunications Services Indihome Services in Protecting Their Rights as Consumers

In general, in every dispute resolution process and compensation, efforts are always made to resolve it peacefully between the two parties to the dispute. Peaceful settlement of disputes means that the settlement of a dispute carried out by the parties to the dispute without going through the court. In practice, dispute resolution between consumers and business actors carried out peacefully, sometimes it is very difficult to implement. In

Article 45 to Article 48 of Law Number 8 of 1999 concerning Consumer Protection, matters concerning dispute resolution are regulated.

Consumer protection has broad objects and subjects, so the problem is very complex. Consumer protection referred to in the UUPK also includes services to users of PT. Telkoms as a state-owned legal entity. Settlement of disputes over disputes faced by the public, including in the case of consumer disputes, can be resolved through litigation (through court) and non-litigation (mediation and arbitration).

1. Court (Litigation)

From a search conducted in the Makassar District Court there have been no cases of consumer disputes, especially customers with PT. Telkom. This happens because dispute resolution through litigation institutions is considered inefficient in terms of time, cost, and energy. In addition, consumer knowledge about their rights that have been regulated in the UUPK is still inadequate.

The level of consumer knowledge is one of the weaknesses that is always exploited by certain business actors, to gain as much profit as possible, so that business actors do not try to improve the quality of products and services as stated in one of the UUPK objectives.

Table 4: Knowledge of Legal Protection Provisions

No	Category	Amount(F)	Percentage (%)
1.	Knowing	17	21,30
2.	Less than knowing	55	68,70
3.	Not knowing	8	10,00
Total		80	100,00

Source: Primary data after being processed in December 2016.

Based on Table four above, it shows that respondents generally lack or are not aware of any provisions regarding legal protection in the use of Indihome telecommunications services. This is evident from the 80 respondents who knew of the provisions regarding legal protection in the use of Indihome, only 17 people (21.3%) respondents. While other respondents did not know as much as 55 (68.7%) and even did not know 8 people (10%) respondents.

Empirical facts give an indication that in general respondents are not aware of any provisions regarding legal protection in the use of Indihome, so that respondents when experiencing losses do not utilize the means of legal protection. Therefore, in reality legal protection is given to the public users of PT. Telkom Indihome services are less than optimal. This is known from the results of the study as in the following table.

Table 5
Legal Protection in Indihome Services

No	Category	Amount(F)	Percentage (%)
1.	Optimal	30	37,50
2.	Less than optimal	44	55,00
3.	Not optimal	6	7,50
Total		80	100,00

Source: Primary data after being processed in December 2016.

From the data in Table five above, it seems that optimization of legal protection in the use of Indihome services is still less than optimal, as the results of the study show that of the 80 respondents only 30 (37.5%) respondents considered it optimal. Whereas 44 (55%) of respondents thought that it was less than optimal and even 6 (7.5%) actually considered that the protection was not optimal for users of Indihome services.

In this connection, the results of interviews with several respondents generally stated that the government and business operators in the telecommunications sector should carry out integrated legal counseling, so that the public as consumers can understand their rights that must be fulfilled by business actors “.

Understanding the law, especially for consumers who use Indihome’s services on the provisions regarding legal protection is very much needed, especially with regard to consumers’ understanding of the rights that must be protected.

2. Non Litigation

Basically, consumer protection disputes faced by the public, including in the case of disputes on Indihome services, can be resolved through litigation (through the courts), and non-litigation (mediation or arbitration). Many cases stop in the middle of the road without any clear resolution. the reason is that some law enforcement officers, namely police and prosecutors investigators, still lack understanding of consumer protection laws, so that the Minutes of Examination (BAP) are returned.

In addition, the economic position of consumers is relatively lower compared to business actors, also a factor that makes consumers who are disadvantaged become less interested in taking legal action. So, the factors that cause consumer protection are still difficult to implement, are the knowledge and understanding of consumers, the desire of consumers to fight for their rights and related to the political will of the government in protecting consumers who are in a weak position.

In the case of consumer protection, the number of complaints filed by individual consumers is indeed still lacking. Public legal awareness is still relatively low. This can be seen when their rights as consumers are violated, but they do not immediately report the loss suffered. complained, but did not report the incident he experienced to the authorities as regulated in the UUPK.

Whereas consumer complaints can also be submitted through the Non-Governmental Consumer Protection Institute (LPKSM). Through this institution, the public can submit a variety of complaints as well as ask for advice. This is evident from the results of the research as in the following table.

Table 6: Means of Accessing If a Dispute Occurs

No	Category	Amount(F)	Percentage (%)
1.	Legal way (litigation)	27	33,75
2.	The path of peace (non litigation)	53	66,25
Total		80	100,00

Source: Primary data after being processed in December 2016.

Based on Table six above, it appears that respondents generally prefer the path of peace (non-litigation) than the path of law (litigation), ie 53 (66.25%) respondents actually prefer the means of peace (non-litigation). This fact is supported by the results of interviews with users of Indihome's party as consumers who have been disadvantaged by PT. Telkom, chose not to report cases that were experienced with consideration, that this only wasted time, energy, thoughts and relatively large costs. In addition, his party as a consumer also does not yet know the mechanism and procedure for filing an objection and which institution takes care of it.

Such fact is one of the things that causes the lack of complaints from the public as consumers to BPSK and LPKSM. The public as consumers still need a companion in filing cases of violations of consumer rights by business actors. This role is expected to be optimized through the Non-Governmental Consumer Protection Institute (LPKSM).

C. Factors Affecting the Implementation of Legal Protection for Users of Telecommunications Services in Indihome Services in Makassar City

1. Legal Substance

One element related to legal changes is the legal substance which is the regulations used by legal actors when carrying out legal acts and relationships. When a trader implements an agreement among his fellow men, at that time he bases his relationship on the rules in the field of trade and this regulation is referred to as the legal substance.¹⁰

In reality, Indihome service users do not utilize the legal protection facilities that have been provided. This is as a result of ignorance of their rights or lack of understanding of the provisions regarding telecommunications services. This is known from the results of research relating to the legal substance governing telecommunications services, as shown in the following table.

Table 7: Understanding of Consumer Protection

No	Category	Amount(F)	Percentage (%)
1.	Understanding	6	7,00
2.	Less than understanding	58	73,00
3.	Not understanding	16	20,00
Total		80	100,00

Source: Primary data after being processed in December 2016.

From the data in Table seven above, it shows that in general respondents lack understanding of the provisions regarding consumer protection. From 80 respondents, there were 58 (73%) respondents who thought they did not understand, while those who did not understand were 16 (20%) and only 6 (7%) respondents understood. This fact indicates that the legal substance relating to legal protection needs to be socialized to respondents, so that they can fight for their rights if violated by business actors (Telkom). During this time, the

¹⁰Ali, Achmad. 1996. *Op. Cit.*, p 213.

losses suffered by Indihome service users are not accompanied by a struggle to claim compensation. This, besides being indifferent or not understanding of Indihome service users, is also caused by its weak position compared to business actors.

2. Legal Structure

The legal structure is a pattern that shows how the law is carried out according to formal provisions. This structure shows how the courts, lawmakers and other bodies and legal processes are carried out and carried out.¹¹

If the rules are good, but the officers have not carried out their duties as expected by the service user, problems will arise in people's lives. Therefore, the officers must be professional and able to carry out their duties well. However in reality based on the research results it is known that Telkom's officers in carrying out their duties are seen as less professional, as in the following table.

Table 8: Telkom Services

No	Category	Amount(F)	Percentage (%)
1.	Professional	37	46,25
2.	Less than professional	42	52,50
3.	Not professional	1	1,25
Total		80	100,00

Source: Primary data after being processed in December 2016.

From the data in Table eight above, it appears that from 80 respondents there were 42 (52.5%) respondents who rated the performance of PT. Telkom is less professional and there are even respondents who consider it to be completely unprofessional. Even so, there were still 37 (46.25%) respondents who looked at PT. Telkoms is already a professional.

This fact gives an indication that PT. Telkom needs improve itself by increasing its officers to be more professional, so that customers feel the benefits of participating as Indihome service users. In addition, complaints from Indihome service users are very urgent to follow up, so that public trust will increase in the services provided by PT. Telkom.

Complaints of users of Indihome services, basically with regard to facilities and infrastructure provided by telecommunications service providers in providing services. Even though PT. Telkom has provided a means to accommodate customer complaints, but this has not been a solution to the resolution of the problems faced by customers. Therefore, the availability of facilities is one good solution to run the law effectively.

3. Legal Culture

Furthermore, regarding the influence of legal culture in the relationship between service providers and service users in Indihome telecommunications services, the results of the study are known to have a very significant effect, as in the following table.

Table 9: The Influence of the Legal Culture of Indihome Services

No	Category	Amount(F)	Percentage (%)
1.	Influential	62	77,50
2.	Less influential	12	15,00
3.	Not influential	6	7,50
Total		80	100,00

Source: Primary data after being processed in December 2016.

From Table nine above, it appears that the influence of the legal culture is very dominant on Indihome services organized by PT. Telkom. Of the 80 influential respondents, there were 62 (77.5%) respondents who argued legal culture was still influential in Indihome telecommunications services. While other respondents, saw less influence as many as 12 (15%) and those who thought no effect was 6 (7.5%). With this fact, it gives an indication that the users of Indihome services are more dominated by the influence of the developing legal culture in their society.

If the culture that is often carried out by Indihome service customers, especially related to fulfilling their obligations to settle bills for the use of Indihome services, can be seen from the results of the research as in the following table.

¹¹*Ibid.*

Table 10: Activity to fulfill the obligation to pay Indihome service bill

No	Category	Amount(F)	Percentage (%)
1.	Never too late	72	90,00
2.	Often late	8	10,00
3.	Always late	0	0,00
Total		80	100,00

Source: Primary data after being processed in December 2016.

Based on Table ten above, it appears that from 80 respondents there were 72 (90%) respondents who had fulfilled their obligations having been late in paying Indihome service bills. While other respondents often are late in fulfilling their obligations to pay bills. This means that there is an unfavorable culture practiced by Indihome service customers in meeting their obligations, namely lack of discipline in fulfilling the obligation to pay bills made by PT. Telkom.

The possibility of this condition is caused by the fact that Indihome services sometimes have problems, resulting in the reluctance of customers to timely fulfill their obligations in paying bills. Especially if the customer has experienced a loss due to the malfunctioning of Indihome's services, so there is an urge to deliberately slow down payments. However thus, the culture of late customers fulfilling obligations must be immediately abandoned, which certainly can only be realized if the PT. Telkom has also improved and provided excellent service to Indihome service customers.

V. INCLUSION

1. Legal protection for users of telecommunications services Indihome service is essentially an instrument of prevention of arbitrary acts that can harm the consumer and acts as a law for producers and consumers.
2. Legal efforts undertaken in protecting the rights of Indihome telecommunications service users in the implementation of the agreement with PT. Telkom is more dominant in utilizing non-litigation paths than litigation pathways, although in reality it is still less effective.
3. Factors that influence the implementation of legal protection for users of Indihome's telecommunications services include the factors of legal substance, legal structure, and legal culture of the community.

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