

## CONSUMER LEGAL PROTECTION IN LAW NUMBER 30 OF 2000 CONCERNING TRADE SECRETS

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**Abstracts:** This article discusses legal protection efforts for consumers in Law Number 30 of 2000 concerning Trade Secrets, where there are still differences in understanding. The purpose of this writing is to find out how to understand trade secrets and how to protect consumer law therein, with a normative juridical approach, this research emphasizes library research methods. The rationale for this research departs from the enormous impact of Law Number 30 of 2000 concerning Trade Secrets on economic life. The research results show that the influence of Law Number 30 of 2000 concerning Trade Secrets has an impact on other regulations relating to the implementation and regulation of business in Indonesia. The existing Trade Secrets Law can no longer accommodate the current needs of society. This is due to the rapid development in society in general and business actors in particular as well as globalization which will inevitably affect people's lifestyles.

**Keywords:** *Legal Protection, Consumers, Law Number 30 of 2000, Trade Secrets*

### INTRODUCTION

The business owner must enter into a work agreement between the owner of the trade secret and the employees who work for the owner, where if the employee leaks the trade secret to a third party, it will seriously endanger the economy of the business owner himself, where if it is leaked and becomes public property, the business owner will experience decreased turnover and even resulted in business bankruptcy.<sup>1</sup> That is the purpose of keeping it secret so that it does not give rise to competition, resulting in the idea, creativity or thought having to be kept secret. We feel that this must be maintained as information that is profitable and can create economic

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<sup>1</sup> Reynald Timbuleng, "Perlindungan Hukum Terhadap Hak Pelaku Usaha Di Bidang Rahasia Dagang Berdasarkan Undang-Undang Nomor 30 Tahun 2000," *Lex Privatum* 7, no. 6 (2019).



value in itself. Thus, we have seen how important confidential information or data is for the business world.<sup>2</sup>

That is the purpose of keeping it secret so that it does not give rise to competition, resulting in the idea, creativity or thought having to be kept secret. We feel that this must be maintained as information that is profitable and can create economic value in itself. Thus, we have seen how important confidential information or data is for the business world.<sup>3</sup> With the applicable laws and regulations, regulated in Chapter 14 of Law no. 30 of 2000 concerning Trade Secrets, apart from that there are things that are not considered violations of Trade Secrets regulated in Chapter 15 of Law no. 30 of 2000, namely if:

- 1) The act of disclosing trade secrets or using trade secrets is based on the interests of defense and security, public health or safety.
- 2) The act of re-engineering a product resulting from the use of another person's Trade Secret solely for the benefit of further development of the product in question <sup>4</sup>.

In its development, today the issue of international trade and industry is not only related to goods and services alone, but also involves other resources in the form of information that is useful for business activities and has high economic value in carrying out industrial and trade business activities.<sup>5</sup> The danger of not protecting trade secrets has quite a negative impact on the continuity of a business considering that a company can survive in the business world by winning the existing competition. Therefore, it is open to unauthorized use, theft or business espionage to obtain trade secrets from business opponents. So cheating occurs in competition which is far from the principles of justice and honesty.<sup>6</sup>

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<sup>2</sup> Suhendro Suhendro, Devie Rachmat AHR, and Ade Pratiwi Susanty, "Peningkatan Pemahaman Pemilik Usaha Mengenai Pelaksanaan Perlindungan Hukum Rahasia Dagang Berdasarkan Undang-Undang Nomor 30 Tahun 2000 Tentang Rahasia Dagang," *Diklat Review: Jurnal Manajemen Pendidikan Dan Pelatihan* 3, no. 3 (2019): 201–6.

<sup>3</sup> Sujud Margono and Amir Angkasa, *Komerialisasi Aset Intelektual, Aspek Hukum Bisnis* (Jakarta: PT. Gramedia Widia Sarana Indonesia, 2002), 4.

<sup>4</sup> Muhammad Djumhana, *Hak Milik Intelektual* (Bandung: Citra Aditya Bakti, 2003), 173.

<sup>5</sup> Lawrence M. Friedman, *Legal Culture and The Welfare State: Law and Society - An Introduction* (London: Harvard University Press, 1990), 89.

<sup>6</sup> Ria Sintha Devi and Feryanti Simarsoit, "Perlindungan Hukum Bagi Konsumen E-Commerce Menurut Undang-Undang No. 8 Tahun 1999 Tentang Perlindungan 1029



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Bearing in mind that the owner of a trade secret is the one who has the greatest right to ownership, this is no exception to trade secrets which are included in the category of intangible assets which have very valuable economic value for the owner because they are useful for carrying out industrial or trade business activities.

Regulations regarding trade secrets are not only regulated in the Trade Secrets Law, but are also regulated in Law Number 5 of 1999 concerning the prohibition of Monopolistic Practices and Unfair Business Competition, one of which is Chapter 23 which states that: Business actors are prohibited from conspiring with parties. others to obtain information on competitors' business activities which are classified as company secrets so that it can result in unfair business competition. The increasing level of unhealthy business competition between companies has resulted in the emergence of cases of trade secret violations.<sup>7</sup>

This law protects trade secrets without the need to go through a registration process. The existence of an element of confidentiality in trade secrets means that trade secrets do not have a limited period of protection, which depends on the fact that as long as the owner of the trade secret continues to make efforts to maintain the confidentiality of the information, then this information remains under trade secret protection. The philosophical basis for protecting confidential information is that this information is obtained by the owner with great effort and requires special expertise, takes a lot of time and money, just like other IPR protection, although this is not always the case.<sup>8</sup> The way for business actors to fulfill their right to protect their trade secrets does not have to be through registration with certain government institutions. So that legal protection can be obtained immediately, but by fulfilling the requirements of Article 3 of Law no. 30 of 2000 can obtain trade secret protection as a right of business actors as owners of trade secrets.

However, on the other hand, legal protection for consumers is also a priority, as regulated in Law Number 08 of 1999 concerning Consumer Protection, which relates to Consumer Rights: a. the right to comfort,

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Konsumen," *JURNAL RECTUM: Tinjauan Yuridis Penanganan Tindak Pidana* 2, no. 2 (2020): 119-28.

<sup>7</sup> Indah Dwi Rahmawati, I Made Udiana, and I Nyoman Mudana, "Perlindungan Hukum Konsumen Pengguna Kosmetik Tanpa Izin Edar Dalam Perspektif Undang-Undang Nomor 8 Tahun 1999 Tentang Perlindungan Konsumen," *Kertha Semaya: Journal Ilmu Hukum* 7, no. 5 (2019): 1-16.

<sup>8</sup> Muhammad Djumhana, *Hak Milik Intelektual*, 88.



security and safety in consuming goods and/or services. And point c. The right to correct, clear and honest information regarding the condition and guarantee of goods and/or services must be fulfilled. In relation to Law Number 30 of 2000 concerning Trade Secrets, it is also necessary to adjust it so that there are no contradictions in the protection of consumer rights. Therefore, this research seeks to highlight the issue of criminal sanctions for trade secrets in Law Number 30 of 2000 and look at the protection provided by the Law on Trade Secrets.

## RESEARCH METHODS

The method used in this research was normative juridical research (normative legal research method). The normative juridical research method is library legal research which is carried out by examining library materials or mere secondary data. Is data obtained by going directly into the field where the original source is in the form of interviews. Primary data was collected by first preparing in the form of a list of questions as a guide. Secondary data, secondary legal data material that will be used by the author in the form of; Civil Code, Law Number 30 of 2000 concerning Trade Secrets, Law Number 08 of 1999 concerning Consumer Protection, Law Number 14 of 2008 concerning Openness of Public Information, Law Number 28 of 2014 concerning Rights Create. Tertiary data, tertiary data material is additional data obtained from the English Dictionary and the Indonesian Dictionary.

## RESULTS AND DISCUSSION

### 1. Trade Secret Criminal Sanction Number 30 of 2000

Indonesia has provided protection for holders of trade secrets as regulated in Chapter, where he works or previously worked, which must be kept secret, is threatened with imprisonment for a maximum of 9 (nine) months or a fine of a maximum of IDR 9,000.00 (Nine thousand rupiah)". This crime is only prosecuted on the complaint of the company's management. If we look at the basis for protection for Trade Secrets in Indonesian law, apart from TRIPs and based on Article 1365 BW concerning unlawful acts relating to failure to observe the obligation to keep confidentiality, Chapter 323 and Article 380 of the Criminal Code can be

1031



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used criminally. In fact, legal protection, especially Trade Secret protection provided by the state, originates from civil law between the owner of the Trade Secret or the holder of the Trade Secret right or further recipient of the Trade Secret right in the form of a Trade Secret license and a third party who has no right to carry out commercial legal actions. exploiting the Trade Secret, including providing Trade Secret information incorrectly, and obtaining it contrary to the law.<sup>9</sup>

If a person feels that another party has violated his or her trade secret rights, then he or she as the holder of the trade secret rights or the other party as the licensee can sue anyone who intentionally and without rights carries out actions befitting the owner of the trade secret rights.<sup>10</sup> A person is considered to have violated another party's Trade Secret if he obtains or controls the Trade Secret in an inappropriate or inappropriate manner, or in contravention of applicable laws and regulations. Then, a trade secret violation also occurs if someone deliberately discloses the trade secret or breaks a written or unwritten agreement or obligation to protect the trade secret in question.<sup>11</sup> If a company uses the Trade Secrets of another company to produce a product that is sold on the market and competes with the original product, the creator of the concept or information may suffer losses totaling thousands of dollars each day due to the competing product.

In this case, it is very important for the creator of the information or concept to obtain a temporary court injunction, or an injunction preventing other companies from using the information continuously. In emergency situations, the plaintiff can show that the commercial losses he has experienced are very large and will increase unless the use of the information is stopped, the court can order the defendant to stop using the

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<sup>9</sup> Elsa Benia, "Analisis Perlindungan Hukum Rahasia Dagang Pada Perjanjian Waralaba Berdasarkan Undang-Undang Nomor 30 Tahun 2000 Tentang Rahasia Dagang," *Padjadjaran Law Review* 10, no. 2 (2022).

<sup>10</sup> Wahyu Simon Tampubolon, "Upaya Perlindungan Hukum Bagi Konsumen Ditinjau Dari Undang Undang Perlindungan Konsumen," *Jurnal Ilmiah Advokasi* 4, no. 1 (2016): 53-61.

<sup>11</sup> Pitriani Pitriani, "Analisis Hukum Tentang Undang-Undang Rahasia Dagang Dan Ketentuan Keterbukaan Informasi Dalam Undang-Undang Perlindungan Konsumen," *Al-Qisthu: Jurnal Kajian Ilmu-Ilmu Hukum* 13, no. 2 (2015).



Trade Secret until the Court issues a final decision.<sup>12</sup> The Court's temporary order usually takes effect after being approved by the judge until the Court's final decision. If the plaintiff wins the case, the court's temporary order will become permanent and the defendant will be prohibited from using the trade secret information in the future.<sup>13</sup> However, in this law, Article 15 also includes acts which are exceptions, stating that a person is not considered to be committing a trade secret if:

- a) The act of disclosing Trade Secrets, or using Trade Secrets, is based on the interests of defense, security, health or public safety.
- b) Actions to re-engineer the products produced and the use of other people's Trade Secrets are carried out solely for the benefit of further development of the product in question.

Trade Secret dispute resolution is regulated in Chapter 11 and Chapter 12 of the Trade Secret Law where in Chapter 11 paragraph 1 of this law states that the trade secret right holder or licensee can sue anyone who intentionally and without right commits an act as intended in 4 of the Law. Trade Secret Law, in the form of: 1) Compensation lawsuit, 2) Termination of all actions as intended in Chapter 12 of the Trade Secret Law. Chapter 12 of the Trade Secret Law also regulates the settlement of Trade Secret disputes outside the Court. It states that dispute resolution regarding trade secret rights can be carried out through arbitration or alternative dispute resolution.<sup>14</sup> Settlement of business disputes through out of court is due to the advantages of non-litigation, such as through arbitration, namely that the confidentiality of the dispute between the parties is guaranteed, then delays due to procedural and administrative problems can be avoided, the

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<sup>12</sup> Bella Katrinasari and Hernawan Hadi, "Tinjauan Hukum Terhadap Wanprestasi Royalty Rahasia Dagang Dalam Perjanjian Waralaba," *Jurnal Privat Law* 5, no. 1 (2017): 85–94.

<sup>13</sup> Yuliana Maulidda Hafsari, "Hak Atas Kekayaan Intelektual, Hak Merek, Rahasia Dagang, Dan Pelanggaran Hak Merek Dan Rahasia Dagang Serta Hak Patent (Literatur Review Artikel," *Jurnal Ilmu Manajemen Terapan* 2, no. 6 (2021): 733–43.

<sup>14</sup> Suhendro, AHR, and Susanty, "Peningkatan Pemahaman Pemilik Usaha Mengenai Pelaksanaan Perlindungan Hukum Rahasia Dagang Berdasarkan Undang-Undang Nomor 30 Tahun 2000 Tentang Rahasia Dagang."





parties can determine legal options for resolving the problem, the process and place of resolution, etc. other.<sup>15</sup>

Trade Secret crime in Law no. 30 of 2000 is regulated in chapter IX concerning Criminal Provisions, namely in Chapter 17 which reads as follows: "Anyone who intentionally and without right uses another party's Trade Secret or commits an act as intended in Chapter 13 or Chapter 14 shall be punished with a maximum imprisonment of 2 ( two) years and/or a maximum fine of Rp. 300,000,000.00 (three hundred million rupiah)". Protection for trade secrets can be granted if they meet the first criterion that they are confidential; second, has economic value; and thirdly, confidentiality is maintained through appropriate efforts (Chapter 3 paragraph (1)). Information is considered confidential if the information is only known in a limited way by certain parties or is not generally known by the public (Chapter 3 paragraph 2).<sup>16</sup>

According to Chapter 3 paragraph (3), information is considered to have economic value if its confidentiality can be used to carry out activities or businesses of a commercial/economic nature. Meanwhile, Chapter 3 paragraph (4) states that information is considered to be kept confidential if the owner or the parties controlling it have taken appropriate and proper steps. The owner of a trade secret has the trade secret right to use the trade secret he owns to grant a license to or prohibit another party from using his trade secret or disclosing it to a third party for commercial purposes (Chapter 4).

Violations of trade secrets are regulated in Articles 13 and 14 which emphasize that a person is considered to have violated another party's trade secret if he obtains/controls the trade secret in an inappropriate or inappropriate manner, or is in conflict with applicable legislation. A violation of a trade secret occurs if someone deliberately discloses a trade

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<sup>15</sup> Gunawan Widjaya, *Seri Hukum Bisnis Rahasia Dagang* (Jakarta: PT Rajagrafindo Persada, 2001), 78-79.

<sup>16</sup> Sri Rejeki Hartono, "Rahasia Dagang Suatu Pengantar" (Semarang, 2006).



secret or breaks a written or unwritten agreement or obligation to safeguard the trade secret in question.<sup>17</sup>

The Trade Secrets Law provides the right to file a civil lawsuit against trade secret rights holders or licensees against parties who intentionally and without rights carry out actions as intended in this law in the form of claims for compensation and/or termination of actions as stated in Chapter 4, and the lawsuit in question can be submitted to the District Court (see Chapter 11 paragraphs (1) and (2)). Violators can also be subject to imprisonment for a maximum of seven years and a fine of a maximum of Rp. 300,000,000,- (three hundred million rupiah) (Chapter 17).

In the Law on Trade Secrets, there is no obligation to register trade secrets. What is required to be registered is the license agreement (Chapter 8). Trade secret rights arise immediately when they are created or created. Thus, this law also uses the same system as copyright law. TRIPs also does not require trade secret registration. From a legal perspective, Law no. 30/2000 stipulates that anyone who intentionally and without authorization discloses or uses another person's trade secrets may be subject to criminal sanctions, including imprisonment and fines. This provision aims to protect trade secret owners from detrimental unauthorized actions, ensure that their rights are respected, and provide a deterrent effect to perpetrators of violations.

Sociologically, the enforcement of criminal sanctions for trade secret violations reflects the state's efforts to create a healthy and fair business climate. Strong protection of trade secrets encourages innovation and investment, because companies feel secure that the knowledge and technology they develop will not be misused by others. This contributes to increasing the competitiveness of the national economy. However, the implementation of criminal sanctions also faces challenges, especially in terms of evidence and effective law enforcement. The public must have high

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<sup>17</sup> Ivan Juan Alfreda, Rika Ratna Permata, and Tasya Safiranita Ramli, "Pelindungan Dan Tanggung Jawab Kebocoran Informasi Pada Penyedia Platform Digital Berdasarkan Perspektif Rahasia Dagang," *Jurnal Sains Sosio Humaniora* 5, no. 1 (2021): 1-16.





legal awareness and understand the importance of respecting intellectual property rights.

Apart from that, the existence of criminal sanctions in this Law also reflects the importance of integrity and ethics in the business world. With the threat of strict punishment, individuals and companies are expected to act more responsibly and ethically. Ultimately, the combination of a firm legal approach and high social awareness about the importance of trade secrets is expected to create a more conducive and sustainable business environment in Indonesia.

However, in the Trade Secrets Law there are no provisions regulating criminal acts of theft and economic espionage related to trade secrets. Criminal acts of economic espionage are a very serious matter for developed countries. In the previous Trade Secrets Bill, economic espionage had been included as a provision that needed to be regulated <sup>18</sup>. Economic espionage related to trade secrets can be interpreted as a violation of trade secrets that is intentionally carried out with the intention of benefiting a foreign government, which is categorized as an act of economic espionage.

The act of economic espionage itself includes the following actions: a. steal, or without permission take for oneself, carry, or conceal, or by deception, cunning, or fraudulently obtain trade secrets; b. without permission to reproduce, imitate, sketch, draw, photograph, retrieve data, enter data, change, destroy, photocopy, replicate, transmit, deliver, post, send by post, communicate, or convey trade secrets; c. receive, purchase, or possess trade secrets, with the intent to steal, obtain, or alter without authorization; and D. attempt to commit violations as intended in letters a, b, and c.

In Indonesia itself, there are currently several articles in the Criminal Code relating to information that must be kept secret for the benefit of the state, as contained in Chapter 112, 113, 114, 115 and 116 of the Criminal Code. Chapter 32 paragraph (2) Trade Secrets Bill. The articles in full read:

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<sup>18</sup> Velliana Tanaya, Jessica Vincentia Marpaung, and Audrea Dindya Djohan, "Perlindungan Hukum Rahasia Dagang Dalam Perjanjian Franchise Cocoyo," *Refleksi Hukum: Jurnal Ilmu Hukum* 5, no. 2 (2021): 237-54.



Chapter 112 of the Criminal Code: "Whoever deliberately announces letters, news or information which is known to be kept secret for the benefit of the state, or deliberately notifies or gives it to a foreign country, to a king or ethnic group, is threatened with imprisonment for a maximum of seven years". Chapter 113 of the Criminal Code: (1) Any person who intentionally, in whole or in part, announces, or informs or hands over, to a person who is not authorized to know, letters, maps, plans, drawings or objects which are confidential and related to the defense or security of Indonesia against attack from outside, which is in his possession or whose contents, shape or composition of the objects are known to him, is punishable by a maximum imprisonment of four years. (2) If there are documents or objects in the possession of the guilty person, or his knowledge of them is due to his livelihood, the penalty shall be increased by one third".

Chapter 114 of the Criminal Code: "Anyone who, through negligence, causes the confidential documents or objects referred to in Article 113, for which it is his duty to store or place them, to become known to the public, regarding their form or arrangement, in whole or in part, or by a person who does not the authority knows, or falls into his hands, is threatened with imprisonment for a maximum of one year and six months or imprisonment for a maximum of one year or a fine of a maximum of three hundred rupiah".

Chapter 115 of the Criminal Code: "Anyone who sees or reads the letters or confidential objects referred to in Chapter 113, in whole or in part, while knowing or reasonably having to assume that the objects are not intended for his knowledge; likewise if he makes or orders copies to be made or a summary in any letters or language; make or order to make prints, drawings or copies of documents or secret objects, or otherwise hand over the objects to judicial officials, the police or the civil service, in the case of objects. if the object falls into his hands, he is threatened with imprisonment for a maximum of three years".

## **2. Trade Secret Law in Consumer Protection Efforts**

In the general provisions of Law Number 30 of 2000 concerning Trade Secrets, Chapter 1 Trade Secrets are information that is not known to the



public in the field of technology and/or business, has economic value because it is useful in business activities, and is kept confidential by the owner of the Trade Secret. Chapter 2 regulates the scope of protection for trade secrets, including production methods, processing methods, sales methods, or other information in the field of technology and/or business that has economic value and is not known to the general public. From the meaning of this article, trade secrets are very valuable information for the company, therefore they must be kept confidential.<sup>19</sup>

The value of this information, because the information can bring economic benefits to the company, the Trade Secrets Law Number 30 of 2000 provides the scope of protection for trade secrets is production methods, processing methods, sales methods, or other information in the field of technology and/or business that has economic value, and is not known to the general public. Information in trade secrets is grouped into information in the technology sector and information in the business sector.<sup>20</sup>

What is included in technological information is: 1. Information about research and development of a technology 2. Information about production/process 3. Information about quality control. Meanwhile, what is meant by business information is: 1. information relating to the sales and marketing of a product information relating to subscribers 2. information about finance 3. information about administration With the element of confidentiality in trade secrets, this means that trade secrets do not have a limited period of protection, the most important thing is as long as the owner of the trade secret continues to make efforts to maintain the confidentiality of the information, then this information remains under trade secret protection. Trade secrets, if we relate them to consumer protection, will emphasize how to present information to consumers. Then,

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<sup>19</sup> Dosen STIH Al-Hikmah Medan, "Hubungan Antara Rahasia Dagang Dengan Perlindungan Konsumen," *Jurnal Ilmiah Research Sains* Vol 5, no. 1 (2019).

<sup>20</sup> Ribka Pongkorung, "Tinjauan Yuridis Mengenai Perlindungan Hukum Bagi Pemilik Rahasia Dagang," *LEX PRIVATUM* 8, no. 2 (2020).



determine whether the existence of this confidential information will harm consumers' interests.<sup>21</sup>

Consumer protection is any effort that ensures legal certainty to provide protection to consumers. A consumer is every person who uses goods and/or services available in society, whether for the benefit of themselves, their family, other people or other living creatures and not for trading. In essence, there are two important legal instruments that form the basis of consumer protection policies in Indonesia, namely<sup>22</sup>: First, the 1945 Constitution, as the source of all legal sources in Indonesia, mandates that national development aims to create a just and prosperous society. National development goals are realized through a democratic economic development system so that it is able to grow and develop a world that produces goods and services that are suitable for consumption by society.

Second, Law no. 8 of 1999 concerning Consumer Protection (UUPK). The birth of this law gives hope to the Indonesian people to obtain protection for losses suffered due to transactions with goods and services. UUPK guarantees legal certainty for consumers. The implementation of consumer rights protection can be implemented through consumer law. and its users, in social life".<sup>23</sup>

Business actors are also prohibited from trading damaged, defective, used or contaminated goods without providing clear information to consumers. All of this concerns the provision of correct, clear and honest information from business actors to consumers. It is a mistake if a business actor deliberately hides information that is not true, clear and honest to consumers on the pretext that it is a trade secret.<sup>24</sup> Actions like this can be classified as violations of consumer protection laws and business actors can

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<sup>21</sup> Sherly Nelsa Fitri and Usawatun Hasanah, "Penyelesaian Sengketa Rahasia Dagang Di Indonesia Berdasarkan Undang-Undang Nomor 30 Tahun 2000 Tentang Rahasia Dagang," *Al-Adl: Jurnal Hukum* 15, no. 2 (2023): 287-306.

<sup>22</sup> Muhamad Syamsudin and Fera Aditias Ramadani, "Perlindungan Hukum Konsumen Atas Penerapan Klausula Baku," *Jurnal Yudisial* 11, no. 1 (2018): 91-112.

<sup>23</sup> Az. Nasution, *Hukum Perlindungan Konsumen: Suatu Pengantar* (Jakarta: Diadit Media, 2007).

<sup>24</sup> Alfreda, Permata, and Ramli, "Pelindungan Dan Tanggung Jawab Kebocoran Informasi Pada Penyedia Platform Digital Berdasarkan Perspektif Rahasia Dagang."



be prosecuted for their actions in hiding information. At the post-transaction stage, if a consumer dispute occurs, can the consumer demand that the business actor disclose information regarding their goods and/or services, including the company's trade secrets? Is the act of disclosing trade secrets in a consumer dispute a form of trade secret violation even though as stated above correct, clear and honest information is the consumer's right?

In consumer protection, proof of whether there is an element of error lies with the business actor, so that if there is a disclosure of trade secrets from the business actor, the disclosure of these trade secrets is carried out by the business actor himself. To disclose confidential information, it is also necessary to look at the extent to which consumers' interests are violated by business actors, whether this has endangered consumers' health or, more importantly, endangered public safety. <sup>25</sup> Undang-undang rahasia dagang pada pasal 15 menyebutkan bahwa perbuatan yang tidak dianggap sebagai pelanggaran rahasia dagang adalah apabila tindakan pengungkapan rahasia didasarkan kepada kepentingan pertahanan keamanan, kesehatan, dan keselamatan masyarakat. Dengan adanya ketentuan tersebut berarti keharusan pengungkapan rahasia dagang bukanlah pelanggaran rahasia dagang <sup>26</sup>.

If the interests of consumers are violated by business actors and endanger the health of consumers, then disclosing trade secrets is something that must be done. This disclosure is not a violation of trade secrets <sup>27</sup>. If it turns out that there has been no violation of consumer rights by business actors, what about information that is already known to other parties, can it still be said to be confidential information? Regarding this incident, business actors can request that this information be kept

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<sup>25</sup> Roberto Ranto, "Tinjauan Yuridis Perlindungan Hukum Terhadap Konsumen Dalam Transaksi Jual Beli Melalui Media Elektronik," *Jurnal Ilmu Hukum: ALETHEA* 2, no. 2 (2019): 145–64.

<sup>26</sup> Muhammad Yusri, "Kajian Undang-Undang Perlindungan Konsumen Dalam Perspektif Hukum Islam," *Ulumuddin Journal of Islamic Legal Studies* 7, no. 1 (2011).

<sup>27</sup> Tampubolon, "Upaya Perlindungan Hukum Bagi Konsumen Ditinjau Dari Undang Undang Perlindungan Konsumen."



confidential by parties who have heard/witnessed the disclosure of the trade secret.

In accordance with Chapter 3 of the Consumer Protection Law, the aim of consumer protection is:

- a) Increase consumer awareness, ability and independence to protect themselves,
- b) Raising the dignity and worth of consumers by preventing them from negative excesses in the use of goods and/or services,
- c) Increasing consumer empowerment in choosing, determining and demanding their rights as consumers,
- d) Creating a consumer protection system that contains elements of legal certainty and information disclosure as well as access to information,
- e) Raising awareness of business actors regarding the importance of consumer protection so that an honest and responsible attitude in doing business grows,
- f) Improving the quality of goods and/or services which ensures the continuity of the business production of goods and/or services, health, comfort, safety and security of consumers. Principle of Benefits; mandates that all efforts in implementing consumer protection must provide maximum benefits for the interests of consumers and business actors as a whole,
- g) Principles of Justice; participation of all people can be realized optimally and provide opportunities for consumers and business actors to obtain their rights and carry out their obligations fairly,
- h) Principle of Balance; provide a balance between the interests of consumers, business actors and the government in a material or spiritual sense,
- i) Principles of Consumer Safety and Security; provide guarantees for security and safety to consumers in the use, use and utilization of goods and/or services consumed or used;
- j) Principle of Legal Certainty; both business actors and consumers obey the law and obtain justice in implementing consumer





protection, and the state guarantees legal certainty.

In accordance with Chapter 5 of the Consumer Protection Law, Consumer Rights are::

- a) The right to comfort, security and safety in consuming goods and/or services;
- b) The right to choose goods and/or services and obtain said goods and/or services in accordance with the exchange rate and conditions and guarantees promised;
- c) The right to correct, clear and honest information regarding the condition and guarantee of goods and/or services;
- d) The right to have opinions and complaints heard regarding the goods and/or services used;
- e) The right to obtain advocacy, protection and appropriate efforts to resolve consumer protection disputes;
- f) The right to receive consumer guidance and education;
- g) The right to be treated or served correctly and honestly and not in a discriminatory manner;
- h) The right to receive compensation, compensation/replacement, if the goods and/or services received are not in accordance with the agreement or are not as they should be;

Meanwhile, consumer transactions are divided into three stages, namely:

- a. Pre-transaction stage. At this stage the sale/purchase of goods and/or services has not occurred. At this stage, the most important thing is correct, clear and honest information or information as well as access from business actors who have good intentions and are responsible. This information must be of correct material, meaning that business actors must provide correct information regarding the materials used in making goods and services, and other important information that is important to consumers. Disclosure of this information must be clear and easy to understand by consumers without giving consumers two different meanings, and in language that consumers understand. What is meant by honesty is that business actors convey information



without hiding important facts that will influence consumers' decisions to buy the goods and/or services intended..

- b. Transaction stage. The transaction stage is the stage where there has been a transfer of ownership of goods and/or utilization of certain services from business actors to consumers. At this stage, the most important thing is the terms of the agreement for the transfer of ownership of goods and/or use of services. These conditions include the prohibition of including standard conditions that have been stipulated in consumer protection law. Another thing that is of concern in consumer transactions is the opportunity for consumers to consider whether to carry out consumer transactions or cancel them.
- c. Post-transaction stage. At this stage, consumers have used the goods and/or services offered by business actors. It is not a problem if at this time consumers feel satisfied with the goods and/or services they have used. However, it will be different if the goods and/or services do not match the information provided by the business actor, especially if it turns out that consumers suffer losses when using the goods and/or services. Consumers should sue for the losses they have suffered, but consumers often feel that it is a waste of time to sue business actors because the compensation they receive is not necessarily commensurate with the legal costs they have incurred.

If the transaction stages above are related to trade secrets, then the important aspect is the availability of correct, clear and honest information for consumers both during the pre-transaction period and during the transaction. As we know, in consumer protection law, one of consumers' rights is to obtain correct, clear and honest information regarding the goods and/or services offered to them. Business actors are prohibited from offering and trading goods and/or services if they do not meet or are not in accordance with the required standards and applicable statutory provisions.

Business actors also have the right to obtain protection to avoid consumers who have bad intentions, who cause consumer protection disputes to intentionally reveal trade secrets from business actors with the



aim of harming the business actor. The consumer protection law regulates the above as one of the rights of business actors, namely chapter 6 letter a which states that business actors have the right to obtain legal protection from consumer actions that have bad intentions. In fact, the protection of trade secrets provided by the state is within the scope of civil law which gives trade secret owners exclusive rights to utilize their exclusive rights in the industrial sector. Consumer protection is also included in the field of civil law where the consumer rights that are violated are often the consumer's civil rights. However, consumer protection can also enter the field of public law if the consumer rights that are violated are also rights that are deemed to pose a danger to society in general, for example fraud committed by business actors.

Trade secret protection should not become a tool for business actors to carry out actions that are detrimental to consumers, therefore consumer protection laws must still be taken into account by honest and responsible business actors in protecting their trade secrets. In efforts to protect consumers, this law has a dual role. First, trade secret protection provides companies with assurance that their innovations and sensitive information will not be misused by third parties. This encourages companies to continue to innovate and improve the quality of the products or services they offer to consumers. Second, trade secret protection can have a direct positive impact on consumers by ensuring that the products that reach consumers are the result of ethical and competitive business processes.

However, from a consumer protection perspective, there are aspects that need to be taken into account. Trade secrets can be a barrier for consumers to obtain complete information about the products they buy, especially information that may be related to product safety and quality. Therefore, regulations need to strike a balance between companies' rights to protect trade secrets and consumers' rights to obtain adequate information. For example, information about hazardous ingredients in products must still be disclosed to protect consumer health and safety, even if the ingredients are part of a trade secret.



In addition, trade secret protection can also contribute to consumer trust in certain brands and products. Consumers tend to be more trusting and loyal to companies they know have high standards in protecting and managing confidential information with integrity. This can encourage healthy competition in the market, where product quality and consumer trust are the main factors in competition between companies.

Overall, the Trade Secrets Law can function as an important instrument in consumer protection efforts if it is implemented by paying attention to the balance between company protection rights and consumer information rights. Effective protection of trade secrets supports innovation and product quality, while proper governance can ensure consumers remain informed they need to make safe and informed purchasing decisions.

## CONCLUSION

The analysis that has been carried out shows that legal protection of trade secrets has significant implications in efforts to protect consumers and encourage innovation and better business ethics. First, the Trade Secrets Law can no longer accommodate the current needs of society. This is due to the rapid development in society in general and business actors in particular as well as globalization which will inevitably affect people's lifestyles. Second, in the consumer protection law, one of the rights of consumers is to obtain correct, clear and honest information regarding the goods and/or services offered to them. Business actors are prohibited from offering and trading goods and/or services if they do not meet or are not in accordance with the required standards and applicable statutory provisions. Business actors are also prohibited from trading damaged, defective, used or contaminated goods without providing clear information to consumers. Actions like this can be classified as violations of consumer protection laws and business actors can be prosecuted for their actions in hiding information. Business actors also have the right to obtain protection to avoid consumers who have bad intentions, who cause consumer protection disputes to intentionally reveal trade secrets from business actors with the aim of harming the business actor. The consumer protection law

1045



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regulates the above as one of the rights of business actors, namely article 6 letter a which states that business actors have the right to obtain legal protection from consumer actions that have bad intentions.

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