

## Responsibility of Business Operators in the Sale and Purchase of Ulcer Medication for Abortion on Facebook Marketplace in Merauke

Rusli Fitra Ramadan<sup>1</sup> <sup>1</sup>Faculty of Law, Hasanuddin University, Makassar, Indonesia. [Ruslifitra99@gmail.com](mailto:Ruslifitra99@gmail.com)

### Abstract

*This study aims to analyze the responsibility of business actors in the sale and purchase of ulcer medication for abortion through the Facebook marketplace and to analyze the legal remedies available to consumers who suffer losses in online transactions through the Facebook marketplace. The type of legal research used in this study is empirical legal research. In addressing this research issue, the primary legal materials used consisted of interviews with business actors and consumers involved in the sale and purchase of stomach ulcer medication. Secondary legal materials consisted of information or facts obtained indirectly through social media, journals, studies, books, and scientific works related to consumer protection law and health law. The issues studied were analyzed qualitatively and the data was then presented descriptively. The results of the study show that (1) Business actors are not fully responsible for the losses suffered by consumers because they only provide a refund of half the price of the medicine purchased, and there are even business actors who end the conversation by blocking consumers on messenger chat media. This is not in accordance with consumer rights as stipulated in Article 4 of the UUPK, Article 7 of the UUPK regarding the obligations of business actors, and Article 19 of the UUPK regarding the responsibilities of business actors. (2) Legal actions that can be taken by consumers who have suffered losses from online transactions on Facebook Marketplace include suing business operators through the general court or through the Consumer Dispute Settlement Agency (BPSK), but to date, no consumers have filed lawsuits in the general court or BPSK. Moreover, there is no BPSK in Merauke, so consumers who feel aggrieved must file a lawsuit with the BPSK in Jayapura.*

**Keywords:** Abortion Pills; Consumer Protection; Facebook Marketplace.

### 1. Introduction

The period of trade development has experienced significant growth. One of the most prominent examples of this trend is online shopping and online trading through the media. Debjani Nag and Kamlesh K. Bajaj define e-commerce as a method of information exchange used in business transactions where paper documents are not required. Instead, this activity uses media such as electronic mail, electronic data interchange, and other internet-based networks.<sup>1</sup>

Online transactions are a new approach to conducting business transactions, namely by utilizing technology. Currently, it is estimated that Indonesians spend around Rp. 5.5 trillion per year on online transactions. Of this amount, 48% comes from middle-aged people who have been working for 30 to 40 years and earn more than Rp. 10 million per month. This is due to

<sup>1</sup> Freddy Harris, *Legal Aspects of Electronic Transactions in the Capital Market* (Grasindo, 2000), 7.

the public's need for fast and easy services, which makes it easier for the wider community to choose products.

One social media platform that can be used for online sales is Facebook. Facebook is a social networking site where users can join communities such as city/work/school communities and regional communities to connect and interact with others. Users can also add friends, send messages, and update their personal profiles so others can learn about them.<sup>2</sup> Additionally, Facebook offers a marketplace feature to streamline processes for online business owners using Facebook as their business platform.<sup>3</sup>

Facebook Commerce, also known as E-Commerce, connects social media as a means of connecting people and E-Commerce as a means of conducting online product transactions. Some of the advantages of web marketing are simplicity, practicality, speed, and even without having to spend money.<sup>4</sup> However, the development of the world of commerce also has negative impacts, one of which is the increasing ease of buying and selling medicines without a doctor's prescription.

Medicines circulating in the community must have a distribution permit, both domestically produced medicines and imported medicines issued by the Head of the Food and Drug Supervisory Agency (Badan POM). Based on Article 138 paragraph (2) of Law Number 17 of 2023 concerning Health and Article 10 of the Regulation of the Minister of Health of the Republic of Indonesia Number 1010/MENKES/PER/XI/2008 concerning Drug Registration as amended in accordance with the Regulation of the Minister of Health. Regulation Number 1120/Menkes/PER/XII/2008, drugs and medical devices can only be distributed after obtaining a distribution letter. The BPOM certificate indicates that the drug in question is safe to use and does not endanger human safety, health, or welfare. If there are drugs that are prescribed without being registered first, then these drugs are considered illegal<sup>5</sup>

The sale of the Gst brand through the marketplace on Facebook provides convenience and ease for consumers. Purchasing Gst drugs on the Facebook marketplace is also straightforward because consumers can obtain drugs without a doctor's prescription. One of the most popular drugs traded on the Facebook marketplace is the Gst brand ulcer medication. This drug contains misoprostol, which is classified as a hard substance (list G) and may only be used with a doctor's prescription and under strict medical supervision. The misoprostol in this medication is a prostaglandin that is useful for preventing stomach ulcers and inducing labor. However, this medication is also widely misused as an abortion drug.<sup>6</sup>

---

<sup>2</sup> Mujahidah. "Pemanfaatan Jejaring Sosial (Facebook) Sebagai Media Komunikasi." *Jurnal Komunikasi Dan Sosial Keagamaan* 15, no. 1. (2013): 107.

<sup>3</sup> Rita Wahyuni Arifin, "Peran Facebook Sebagai Media Promosi Dalam Mengembangkan Industri Kreatif," *Bina Insani ICT Journal* 2, no. 2 (2015): 126.

<sup>4</sup> Triyaningsih. "Dampak Online Marketing Melalui Facebook Terhadap Perilaku Konsumtif." *Jurnal Ekonomi dan Kewirausahaan* 11, no. 2. (2011): 177.

<sup>5</sup> Frensoni Samosir, "Tinjauan Yuridis Terhadap Tanggung Jawab Pelaku Peredaran Obat Tanpa Izin." *Jurnal Hukum dan Kemasyarakatan Al-Hikmah* 2, no. 4. (2021): 752, 10.30743/jhah.v1i1.4635

<sup>6</sup> Koran Kaltim, "Parah Obat Aborsi Dijual Di Sosmed," *Korankaltim.com* Diakses 12 Juni 2023, <https://korankaltim.com/kaltimtar/read/14410/parah-obat-aborsi-dijual-di-sosmed>.

Often referred to as a Schedule G drug (the term *Gevaarlijk* means "dangerous"), strong drugs may only be prescribed by doctors in an effort to prevent the use of certain types of drugs. The distribution of strong drugs is specifically regulated in Article 320 paragraph (2) of Law Number 17 of 2023 concerning Health, which includes strong drugs in the category of prescription drugs.

This Health Law states that strong drugs cannot be traded freely and can only be provided by pharmacists in pharmaceutical facilities in accordance with the regulations governing the law. However, in reality, there are still many cases of strong drugs being distributed without a doctor's prescription and without accountability. Based on data from a 2022 study by the Indonesian Food and Drug Administration (BPOM), online sales of traditional medicines and health supplements that do not meet the Minimum Total Knowledge (TMI) requirements are much higher than sales of conventional medicines, with online sales accounting for 61.12% compared to 21.76%. Furthermore, around 80.21% of traditional medicine and health supplement sales conducted through the internet are carried out by unskilled sellers. Based on the overall sample of online ad clicks, around 61% occurred on social media platforms, particularly Facebook Marketplace, and the majority were small business owners (UMK).<sup>7</sup>

The laws and regulations governing the distribution of prescription drugs in Indonesia are quite helpful for business owners who utilize online distribution systems for prescription drugs without a doctor's prescription.<sup>8</sup> In 2022, there were approximately 1,086 websites selling non-compliant drugs, which is not recommended by the Indonesian Ministry of Communication and Digital Affairs. This includes the sale of drugs containing the active ingredient misoprostol, which is used as an abortion drug. The use of stomach tablets containing active misoprostol that have been prescribed by BPOM is for the treatment of stomach ulcers.<sup>9</sup>

Based on research by CNBC Indonesia, sellers of stomach ulcer medication have no qualms about offering *Gst* as an abortion drug and listing their contact details for interested buyers, promising various things such as guaranteed effectiveness and even money-back guarantees. This medication is offered at various prices, with some sellers charging Rp. 150,000 per pill, while others charge Rp. 500,000 per pack. Sellers also promise in their posts that the medication is effective. They use several keywords so that people can find them through Google searches or Facebook marketplace searches. This convenience certainly attracts the attention of social media users, especially Facebook users who urgently need the medication, which is certainly not for medical reasons. The medication is usually purchased by unmarried couples with the intention of terminating a pregnancy.<sup>10</sup>

---

<sup>7</sup> Badan Pengawas Obat dan Makanan, "Program Zona Ramah Promosi Online Kolaborasi Badan POM Dan E-Commerce Tekan Promosi Menyesatkan Obat Tradisional Dan Suplemen Kesehatan," *BPOM* Diakses 12 Juni 2023, <https://www.pom.go.id/new/view/more/pers/649/Program-Zona-Ramah-Promosi-Online--Kolaborasi-Badan-POM-dan-e-Commerce-Tekan-Promosi-Menyesatkan-Obat-Tradisional-dan-Suplemen-Kesehatan.html>.

<sup>8</sup> Biran Affandi Yusriono, Fahmi, and Yetti, "Tanggung Jawab Hukum Pelaku Usaha Penjualan Obat-Obatan Golongan Obat Keras Secara Online." *Journal Of Science And Social Research* 5, No. 3 (2022): 573, <https://doi.org/10.54314/jssr.v5i3.1036>.

<sup>9</sup> Indonesian Food And Drug Administration 2017-2021, C-112056

<sup>10</sup> Rahajeng Kusumo Hastuti, "Kacau! Marketplace Facebook Jadi Tempat Jualan Obat Aborsi." *CNBC Indonesia*, Diakses 24 Mei 2023, <https://www.cnbcindonesia.com/tech/20210810123227-37-267487/kacau-marketplace-facebook-jadi-tempat-jualan-obat-aborsi>

However, Article 10 of the UUPK, letters b and c, states that business owners are required to provide goods and/or services intended for trade and are prohibited from offering, promoting, advertising, or making false or misleading statements regarding:

- a. The price or rate of a product and/or service;
- b. The use of a good and/or service;
- c. Conditions, liabilities, guarantees, rights, or compensation for a good and/or service;
- d. Discount offers or attractive gifts offered;
- e. The dangers of using a good and/or service;

This also conflict the provisions the "Distribution of Medicines Online based on BPOM Regulation No. 8 of 2020 concerning the Supervision of Medicines and Food Distributed Online", which regulates in "Articles 3 and 4, namely: Medicines distributed must have a distribution license and meet the requirements for the manufacture and distribution of medicines in accordance with the provisions of laws and regulations."

- 1) Pharmaceutical wholesalers, also known as branch pharmaceutical wholesalers, and pharmacies may distribute drugs in accordance with the requirements set forth by laws and regulations.
- 2) The business activities referred to in paragraph (1) must be carried out directly, namely by pharmaceutical industries or large pharmaceutical industries or branches, and pharmacies must use an Electronic System.
- 3) Pharmaceutical industries or pharmaceutical wholesalers or branch pharmaceutical wholesalers, and pharmacies as referred to in paragraph (2) must ensure that drugs or medicines to be distributed online meet the requirements of safety, efficacy, and quality in accordance with the provisions of laws and regulations.
- 4) Pharmaceutical industries or pharmaceutical wholesalers or pharmaceutical wholesaler branches, and pharmacies that distribute drugs online are required to submit periodic reports in accordance with the provisions of laws and regulations.
- 5) The reports referred to in paragraph (4) must at least contain the following information:
  - a. the name and address of the pharmaceutical industry or pharmaceutical wholesaler or Branch Pharmaceutical Wholesaler, & Pharmacy;
  - b. the date, month, and year of the online distribution of drugs;
  - c. the name of the PSEF and the website address or uniform resource locator (URL) of the pharmacy cooperating with the PSEF in conducting online drug distribution;
  - d. a list of drugs distributed online; and
  - e. transaction data for drugs distributed online.
- 6) The report referred to in paragraph (5) is part of the routine report.

The information provided to consumers must be as complete as possible, including information about the contents of supplements, distribution permits for these supplements, and side effects for buyers who use supplements without a doctor's prescription. The sale of medicines needs to be known. The public can now access or purchase them through online media, not only through pharmacies using a doctor's prescription.

Based on preliminary research conducted by the author in February 2023, in the city of Merauke, South Papua Province, there are businesses and consumers who buy and sell stomach ulcer medication through the Facebook marketplace. One of them is a business owner with the Facebook username initials R who advertises Gst brand ulcer medication with the title "Ga\_str-ul". In addition, there is also a consumer with the initials S who orders the medication through Facebook chat with R and has purchased abortion medication for two months.<sup>11</sup>

Furthermore, there is also a business owner with the Facebook username initials I who advertises Gst brand ulcer medication with the title "Gst." In fact, in this post, this individual adds a guarantee of authenticity with a Cash on Delivery (COD) purchase method to attract consumers. After further investigation, the author also found at least three consumers who had purchased products from the perpetrator with the initials I, namely M. M purchased the product for to abort his female friend's pregnancy, even with usage instructions directly taught by the perpetrator.<sup>12</sup>

Gst and ctc are examples of strong medications used to prevent stomach ulcers. These products contain the active ingredient misoprostol, which works by lowering stomach acid levels, thereby reducing the risk of stomach ulcers. Given that Gst is a strong medication, it should be used under a doctor's supervision, and if you want to buy it, you should consult a doctor first.<sup>15</sup> Despite this, the practice in society is that Gst is widely sold freely on Facebook marketplaces as an abortion drug rather than a stomach ulcer medication, even without a doctor's prescription, making it easy for people to purchase Gst freely and misuse the stomach ulcer medication as an abortion drug. Therefore, the author believes it is necessary to conduct research on this issue to prevent misuse in the sale and purchase of stomach ulcer medication on Facebook marketplaces.

## 2. Method

The legal research method used is empirical legal research to identify actual social phenomena occurring in society, as evidence or testing to ascertain the truth . Location The research was conducted in Merauke City, South Papua Province, due to the presence of businesses selling stomach ulcer medication containing misoprostol on Facebook marketplace and claiming that the medication can be used to terminate pregnancies. In its implementation, this research was conducted by analyzing primary data, which is data obtained directly from the research location. In this case, the author collected data by interviewing business actors and consumers involved in the sale and purchase of stomach ulcer medication as an abortion drug advertised on the Facebook marketplace. and secondary data obtained through literature studies of laws and regulations, documentation, social media, journals, studies, or books and scientific works related to Consumer Protection Law and Health Law. The population in this study included all sellers offering stomach ulcer medication containing misoprostol on the Facebook marketplace , as well as consumers involved in the sale and purchase of this medication as an abortion drug. Given that not all of the population could be studied, the author selected a sample of

---

<sup>11</sup> Preliminary research, interviews with consumer initials S and business operator initials R, on May 14, 2023

<sup>12</sup> Preliminary research, interviews with business operator I and consumer M, on May 16, 2023

<sup>15</sup> Ocha Tri Rosanti, "Cytotec," *Hello Sehat*, diakses 12 Juni 2023, <https://hellosehat.com/obat-suplemen/obat-cytotec/?amp=1>

respondents consisting of three sellers and three consumers of stomach ulcer medication containing misoprostol who conducted transactions through the Facebook marketplace. The data collected was presented descriptively and analyzed qualitatively.

### 3. Analysis and Discussion

#### Accountability of Business Actors in the Sale and Purchase of Stomach Ulcer Medication for Abortion Through the Facebook Marketplace

Consumer protection includes various efforts to ensure legal certainty that can protect consumers. The phrase "all efforts to ensure legal certainty are expected to be a barrier against arbitrary actions that harm business actors, with the main objective of protecting consumer interests"<sup>13</sup>. Thus, basically, the purpose of consumer protection is to protect the interests of both parties involved in the transaction.

Article 2 of the UUPK states that consumer protection is based on the principles of benefit, fairness, balance, consumer safety and security, and legal certainty. Of the five principles above, there are several that are not fully implemented in sales transactions between consumers and businesses in Indonesia, especially in the city of Merauke, for example, the principle of fairness. This principle is intended so that (businesses and consumers) both exercise their respective rights and obligations, but many still ignore this, whether it be consumers or businesses. Furthermore, Article 4 of the UUPK regulates "the rights of consumers that must be fulfilled by business actors, such as the right to comfort, security, and safety in consuming goods or services, and the right to clear, accurate, and honest information regarding the condition and warranty of goods or services."

One of the online buying and selling service providers is Facebook Marketplace. According to its official website, Facebook Marketplace is a feature that allows Facebook users to sell items in their local area. Basically, Facebook Marketplace is like any other marketplace. Users only need to upload photos of their products and fill in the product details to start selling immediately at <sup>14</sup>. Sales can be conducted through the Facebook app, and communication related to buying and selling can be done via Facebook Messenger, whether on Android or iOS. This makes the buying and selling process easier and faster. Users, whether buyers or sellers, can negotiate prices, determine payment methods, and arrange meeting schedules for the purchase process.

Facebook only provides a platform for buying and selling transactions and is not involved in the transaction arrangement or delivery process. Therefore, parties transacting through Facebook must arrange all transaction details and delivery according to their own agreements, without any security guarantees from Facebook.<sup>15</sup> The process of making agreements between parties must be based on good faith so that no party is harmed. Good faith is essential so that consumers who make online transactions obtain clear information about the goods being

---

<sup>13</sup> Ahmadi Miru & Sutaman Yodo, 2014, "Consumer Protection Law (Rajawali Pers, 2014), p. 1.

<sup>14</sup> Kompas. "Cara Berjualan Online di Facebook Marketplace." *Money Kompas* Diakses 9 Februari 2022, <https://money.kompas.com/read/2022/02/09/110100126/cara-berjualan-online-di-facebook-marketplace>.

<sup>15</sup> I Ketut Oka Setiawan, *Contract Law* (Sinar Grafika, 2016), 5.

traded and so that there are no misunderstandings between the parties. Therefore, good faith plays an important role in making agreements, including online transaction agreements.

Article 7 of the UUPK stipulates the obligation of "business actors to have good faith in carrying out their business activities and to guarantee the quality of goods and/or services produced or traded based on standard quality provisions for goods and/or services traded, providing compensation or replacement if the goods and/or services received or utilized are not in accordance with the agreement".

In practice, based on the author's findings, it has been discovered that there are still businesses that take advantage of the ease of transactions on the Facebook application to distribute strong medicines, including the Gst brand of ulcer medication. With an increasing number of businesses promoting Gst as an abortion drug on the Facebook marketplace, the government needs to provide protection and legal certainty to consumers, given their weaker position compared to businesses. As explained in the UUPK, efforts must be made to ensure legal certainty for consumer protection. The statement that "all efforts must be made to ensure legal certainty" is expected to explain how the UUPK provides legal guarantees for consumers who need them. The Merauke POM Office should take steps to monitor the circulation of strong drugs under the Gst trademark promoted on the Facebook marketplace. However, due to the lack of facilities at the Merauke POM Office, the issue of the circulation of strong drugs containing misoprostol under the Gst trademark, which are used as abortion drugs, has been transferred to the Jayapura City BBPOM office.<sup>16</sup> The issues are as follows:

- a. The development of infrastructure and facilities to support public services and drug and food surveillance is hindered because the land ownership status is still under the Merauke Regency Government (while a grant application is being submitted).
- b. The low follow-up rate of supervision results by stakeholders, resulting in recurring findings during field supervision.
- c. Laboratory facilities that are not yet adequate, such as insufficient laboratory buildings, limited human resources, and laboratory accreditation status.
- d. The internet network is not yet well accommodated, which is a factor hindering the implementation of tasks.

Article 60(1) of Law No. 17 of 2023 on Health states that:

"No one is permitted to perform an abortion, except under permitted criteria. Furthermore, paragraph (2) explains that permitted criteria may only be applied":

- a. "By medical personnel and assisted by health workers who have the competence and authority
- b. At health care facilities that meet the requirements set by the Minister; and
- c. With the consent of the pregnant woman concerned and with the consent of her husband, except in cases of rape."

The stomach ulcer medication with the brand name Gst has emerged as an alternative to conventional abortion drugs due to its more affordable price, easier availability, and the fact that it can be purchased without a doctor's prescription, making it attractive to consumers. The stomach ulcer medication under the Gst brand has seen rapid growth in Indonesia, particularly

---

<sup>16</sup> Interview with the Head of Loka POM, November 28, 2023, Merauke.

in the city of Merauke.<sup>17</sup> Issues have arisen regarding the promotion of Gst medication on Facebook marketplaces as an abortion-inducing drug. The following actions are prohibited for business operators under Article 8 of the UUPK:

1. Business operators are prohibited from producing and/or trading such goods and/or services;
  - a. Failing to meet or comply with established standards and legal requirements;
  - b. Not in accordance with the weight, size, or net weight of the goods as stated on the label or the relevant product label;
  - c. Not complying with the dimensions, scale, size, and quantity indicated;
  - d. Failing to comply with the terms, guarantees, special features, or properties stated on the label, label, or packaging of the goods and/or services concerned;
  - e. Does not match the quality, composition, processing method, pattern, method, or special use as stated on the label or description of the goods and/or services;
  - f. Does not match the promises stated on the label, label, information, or promotional advertising of the goods and/or services;
  - g. Failure to include the expiration date and/or best use and utilization period for a particular product;
  - h. Does not comply with halal production requirements, as stated in the "halal" description on the label;
  - i. It is prohibited to affix labels or make descriptions on goods that contain the name of the goods, size, weight/net content, composition, rules of use, date of manufacture, side effects, name and address of the business operator, and other information that must be affixed or made according to the provisions;
  - j. Failure to include information and/or instructions for use of the goods in Indonesian in accordance with applicable laws and regulations.
2. Business operators are prohibited from trading pharmaceutical preparations and food that are damaged, defective, used, or contaminated, with or without providing complete and accurate information.
3. Business operators who violate paragraphs (1) and (2) are prohibited from trading such goods and/or services and are required to withdraw them from circulation.

Below are the results of the author's interview with a business operator promoting a brand-name stomach ulcer medication called Gst through the Facebook marketplace

**Table 1.** Business Operator Responses Regarding Business Licensing

No.	Source	Age	Start of Sales	Business Licensing
1.	I	27 years	End of 2018.	No business license
2.	Y	26 years old	Year 2020.	No business license
3.	A	23 years old	Year 2022.	No business license

<sup>17</sup> Facebook Marketplace, promotional advertisements, Gst medicine as an abortion drug.

Source: Processed Primary Data, 2024.

Based on the results of the interviews, it can be concluded that two business operators have been trading and promoting Gst brand ulcer medication on Facebook Marketplace for approximately three years. Meanwhile, one other business operator has been doing this for approximately six years. With considerable experience, this business operator has an advantage in terms of market knowledge and marketing strategies for Gst drugs on the Facebook marketplace platform. However, this is not in accordance with BPOM Regulation No. 8 of 2020 concerning the Supervision of Drugs and Food Distributed Online. Article 3 states that distributed drugs must have a distribution permit and meet the requirements for good manufacturing and distribution practices in accordance with the provisions of the legislation, and Article 4 states that the pharmaceutical industry, pharmaceutical wholesalers, branch pharmaceutical wholesalers, and pharmacies may distribute drugs in accordance with the provisions of the legislation.

According to the three business actors with the initials (A), (Y), and (I), almost once a week there are always new buyers or consumers who are interested in buying stomach ulcer drugs with the Gst trademark promoted through their Facebook marketplace, and the three business actors also stated that they trade or promote stomach ulcer drugs with the Gst trademark without a doctor's prescription or a business distribution permit.<sup>18</sup> Article 138(2) of Law No. 17 of 2023 on Health states that no one is permitted to distribute pharmaceutical products that do not meet safety standards or requirements.

Selling stomach ulcer medication under the brand name Gst without a doctor's prescription or the required online distribution permit is an action that can endanger consumer health and damage the reputation of pharmaceutical preparations. Therefore, business operators or sellers who are found to have committed violations, such as distributing drugs without a distribution permit or changing the function of drugs in online sales, may also be subject to sanctions as stipulated in the Health Law. Furthermore, Article 60 of the UUPK stipulates that the Consumer Dispute Settlement Agency has the authority to impose administrative sanctions on business actors who violate Article 49 paragraphs (2) and (3), Article 20, Article 25, and Article 26. Administrative sanctions take the form of compensation of up to Rp 200,000,000.00 (two hundred million rupiah). The procedure for imposing administrative sanctions as referred to in paragraph (1) is further regulated in legislation. Article 62 paragraph (1) of the UUPK, business owners who violate the provisions stipulated in Article 8, Article 9, Article 10, Article 13 paragraph (2), Article 15, Article 17 paragraph (1) letters a, b, c, e, paragraph (2), and Article 18 shall be subject to a maximum fine of Rp. 2,000,000,000.00 (Two Million Rupiah). Article 63 of the UUPK, as referred to in Article 62 of the UUPK, reinforces additional penalties for criminal sanctions that cause consumer losses or the obligation to withdraw goods from circulation or revoke business licenses.

**Table 2.** Consumer Responses Regarding Reasons for Using GST Medication

---

<sup>18</sup> Interviews with Initial Sources (A), (Y), and (I) Business Operators. On November 28, 2023, Facebook application, Merauke.

No.	Source	Age	Consumer Responses	Source of Information on <i>GST</i> Drug Sales on <i>Facebook Marketplace</i>
1.	D	21	Easier to use and faster checkout process.	I accidentally opened <i>the Facebook marketplace</i> and found an advertisement promoting <i>Gst</i> medicine.
2.	M	22 years old	Recommendation from a friend that <i>Gst</i> medication is more effective for abortion and is affordable.	Recommendation from a male friend who had previously purchased <i>Gst</i> medication on <i>Facebook Marketplace</i> .
3.	E	25 years old	Safer and more effective.	Information from a friend who has also purchased the medication.

Source: Processed Primary Data, 2024.

According to the responses from the three consumers in the table above, the reason for using the *Gst* drug is because it is more affordable than mifepristone, which tends to be difficult to obtain and is much more expensive than misoprostol. As a result, many people use the *Gst* drug, which contains misoprostol and is very effective and easier for consumers to use.<sup>19</sup>

The three consumers interviewed by the author stated that they obtained information about the sale of stomach ulcer medication under the *Gst* brand name through recommendations from friends, and one consumer obtained information directly through advertisements promoted through the business owner's social media account on Facebook Marketplace. However, based on Article 10 of the UUPK, business actors who offer goods and/or services intended for trade are prohibited from offering, promoting, advertising, or making false or misleading statements regarding: the price or tariff of a good; the condition, liability, warranty, rights, or compensation for a good; or the dangers of using a good. In this case, the business actor has violated these provisions. Furthermore, Article 61 of the UUPK states that criminal prosecution may be brought against business operators and/or their managers. Furthermore, Article 63 of the UUPK states that in addition to the criminal sanctions as stipulated in Article 62 of the UUPK, additional penalties may be imposed, such as: an order to cease certain activities that cause consumer losses, the obligation to withdraw goods from circulation, or the revocation of business licenses.

**Table 3.** Consumer Responses Regarding Clarity of Information Impact of Using *Gst* Medication

No.	Source	Age	Information on the Impact of Using <i>Gst</i> Drugs for Abortion
1.	D	21	There is no information available regarding the effects of using <i>Gst</i> medication.
2.	M	22 years	The effects of using <i>GST</i> drugs are not explained

<sup>19</sup> *Mifepristone*, this drug inhibits the effects of progesterone, a natural sex hormone that is important in initiating and maintaining pregnancy by inhibiting progesterone, *mifepristone* prevents pregnancy from continuing.

3.	E	25 years	Only reported experiencing abdominal pain and dizziness after taking the medication.
----	---	----------	--

Source: Processed Primary Data, 2024.

Some consumers stated that they had not received their rights from the business, particularly regarding clear and complete information about the effects of using Gst medication. They felt the need for more detailed guidance on how to use the medication to achieve the desired results. Most consumers only followed the brief or insufficient instructions provided by the business.<sup>20</sup>

**Table 4.** Business Operator Responses Regarding Information Provided by Businesses to Consumers

No.	Respondent	Age	Providing clear and complete information to consumers
1.	A	23 years	I will provide guidance on how to use the medication, such as if the pregnancy is 1-3 months, then take 3 pills, and 6 hours later the consumer must drink soda ( <i>Sprite</i> ).
2.	Y	26 years	From the moment the customer purchases the medication, we will guide them through the entire process until it is 100% complete.
3.	I	27 years	The information I provided has been written in the post description on <i>the Facebook marketplace</i> , such as: <ul style="list-style-type: none"> <li>• Success rate of 99-100%.</li> <li>• Miscarriage results are natural.</li> <li>• Very effective for use at home.</li> <li>• Does not require too much time—just 3-9 hours to complete.</li> </ul> Can clean residual debris from the uterine walls until completely clean.

Source: Processed Primary Data, 2024.

According to the business operators, they have also provided the necessary information to consumers of the Gst brand ulcer medication, especially to consumers who are using Gst for the first time to perform abortions. The business operators have been selling Gst products through the Facebook marketplace for approximately three years. However, some of them do not provide complete information about the adverse effects of using Gst medication itself, which is known to contain misoprostol, a substance that can trigger uterine contractions leading to miscarriage or incomplete abortion, birth defects, uterine rupture, and dangerous uterine

<sup>20</sup> Interview with consumers, initials (D), (M), and (E), November 28, 2023, *Facebook* application, Merauke.

bleeding. This is because, according to the business operators, they themselves do not fully understand these issues.<sup>21</sup>

As a result of business actors failing to fulfill their obligation to provide accurate, clear, and concise information about the contents or even examples of the effects of the Gst brand ulcer medication, causing harm to consumers, business actors are obliged to take responsibility for their actions. The responsibility of business actors is regulated in Article 19 of the UUPK.

Business operators are required to comply with the regulations stipulated by law. They are required to provide clear information and guarantees regarding goods and services, as well as explain how to use the medicine and its potential effects. This allows consumers to follow the correct usage procedures and understand the possible effects after using Gst medicine, thereby ensuring consumer safety and security. In addition, business operators selling Gst brand ulcer medication must provide quality products in accordance with regulations, including having a business license and a doctor's prescription. They must also provide compensation if the medication purchased does not meet expectations.

Doctors and healthcare professionals play a crucial role in determining the safety of consuming these medications. They are also required to provide recommendations regarding the appropriate dosage, usage guidelines, and additional medications that may be needed to alleviate symptoms caused by miscarriage. Therefore, if an abortion is performed without medical guidance and supervision, the risk of harmful side effects can increase significantly.

**Table 5.** Consumer Responses Regarding Experienced Losses

No.	Source	Age	Response when taking medication
1	D	21 years	Has never experienced a dangerous incident.
2.	M	22 years old	After using the <i>Gst</i> medication, she experienced a small wound on the uterine wall.
3.	E	25 years old	feeling pain in the lower abdomen.

Source: *Processed Primary Data, 2024.*

In interviews with the three consumers, one consumer with the initials (M) reported that after taking the medication and undergoing an examination at the hospital, she experienced a small tear in the uterine wall. Meanwhile, the other two consumers, with the initials (D) and (E), did not experience any serious problems; they only felt abdominal pain as a side effect of using the Gst brand ulcer medication. The three consumers did not know what steps to take if they encountered problems, so they chose not to take any action and simply hoped that the business would take responsibility for the losses they had suffered.

The business operators were not fully responsible for the losses suffered by consumers because they only provided compensation amounting to half the price of the medicine purchased, and some business operators even ended the conversation by blocking consumers on messenger chat platforms. This is not in accordance with consumer rights as stipulated in Article 4 of the

<sup>21</sup> Interview with sources Initials (A), (Y), and (I) Business Operators. On November 28, 2023, Facebook application, Merauke

UUPK, Article 7 of the UUPK concerning the obligations of business operators, and Article 19 of the UUPK concerning the responsibilities of business operators.

According to one business operator with the initials (A) on the Facebook marketplace who promotes Gst brand stomach ulcer medication in the city of Merauke, they claim to have provided complete information to consumers before purchase and stated that the use of the medication has been proven effective. However, there may be consumers who use the medication in a manner that is not in accordance with the instructions provided, causing the medication to not function as intended and resulting in undesirable outcomes for consumers.<sup>22</sup>

Article 19 of the UUPK states that business actors are responsible for losses incurred by consumers in the sale and purchase of Gst medicine. On the other hand, consumers also have an obligation to read and follow the instructions and procedures for the use and utilization of goods and services. This is to maintain safety and security and to avoid negligence that may be caused by the consumers themselves, in accordance with the provisions of Article 5 of the UUPK concerning Consumer Obligations.

### **What Legal Actions Can Consumers Take If They Suffer Losses in Online Transactions Through the Facebook Marketplace**

According to Article 45 of the UUPK, consumer disputes can be resolved either through the courts or out of court, depending on the voluntary decision of the disputing parties. Consumer dispute resolution can be carried out using two methods, namely:

- 1) Any consumer who has suffered losses can sue the business operator through an institution tasked with resolving disputes between consumers and business operators or through the courts within the general court system.
- 2) Consumer disputes can be resolved through the courts or out of court based on the voluntary choice of the disputing parties.
- 3) Out-of-court dispute resolution 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 process has been chosen, a lawsuit through the court may only be pursued if such process is declared unsuccessful by one of the parties or by the disputing parties.

#### 1. Court

If a consumer suffers a loss in an online transaction, the UUPK provides several options for resolving disputes, either through the courts or out of court. Resolution through the courts is regulated in Article 45 paragraph (1) of the UUPK, which states that "Any consumer who has suffered losses can sue the business actor through an institution authorized to handle disputes between consumers and business actors through the general court." In addition, Article 45 paragraph (2) of the UUPK stipulates that "Consumer dispute resolution can be carried out either through the courts or out of court, according to the voluntary choice of the parties to the

---

<sup>22</sup> Interview with Informants Initials (A), (Y), and (I) Business Operators. On November 28, 2023, Facebook application, Merauke.

dispute." Dispute resolution through the court system is carried out by filing a lawsuit with the court within the general court system, as stipulated in Article 48 of the UUPK.

## 2. Outside of Court

Out-of-court settlement of consumer disputes is conducted to reach an agreement on the form and amount of compensation and/or on specific actions to ensure that the losses suffered by consumers will not occur again or recur. To resolve disputes outside of court, the government has established the Consumer Dispute Settlement Agency (BPSK), which aims to resolve issues between consumers and business actors. Based on Article 1 point 11 of the UUPK, the BPSK is an agency tasked with handling and resolving disputes between business actors and consumers. The BPSK has duties and authorities outside of court in dispute resolution. Article 52 of the UUPK outlines 13 points of authority and duties of the BPSK, namely: Handling and resolving consumer disputes through mediation, arbitration, or conciliation;

- a. Handling and resolving consumer disputes through mediation, arbitration, or conciliation;
- b. Providing consumer protection consultations;
- c. Conducting supervision of the inclusion of standard clauses;
- d. Reporting to the public prosecutor in the event of violations of the provisions of this Law;
- e. Receiving written and verbal input from consumers in the event of violations of consumer protection;
- f. Conducting research or investigations into consumer protection disputes;
- g. Summoning business owners suspected of violating consumer rights;
- h. Summoning or presenting witnesses, expert witnesses and/or anyone deemed to have knowledge of violations of the Law;
- i. Requesting the assistance of investigators to bring in business owners, witnesses, expert witnesses, or any person as referred to in points g and h, who are unwilling to comply with the summons of the consumer dispute resolution body;
- j. Obtaining, examining, and/or measuring a letter, document, or other book for the purposes of examination and/or inspection;
- k. Determining and deciding whether or not there is loss on the part of the consumer;
- l. Notifying the business operator who has violated the consumer of the decision;
- m. Imposing administrative sanctions on business owners who violate the provisions of this law.

"One of the duties and authorities of the BPSK is to handle consumer issues through mediation, arbitration, or conciliation. The provisions regarding the duties and authorities of the BPSK in resolving disputes are further regulated in a ministerial decree, namely the Decree of the Minister of Industry and Trade of the Republic of Indonesia Number: 350/MPP/KEP/12/2001 concerning the Implementation of the Duties and Authorities of the Consumer Dispute Resolution Agency. In accordance with Article 4 paragraph (1) of the Ministerial Decree, there are several methods of dispute resolution carried out by the BPSK, namely conciliation, mediation or arbitration, which are carried out by agreement between the parties concerned.

Based on the Minister of Industry and Trade Decree No. 350/MPP/Kep/12/2001, consumer dispute resolution through the BPSK is carried out through 3 methods or approaches, namely:

- a. Conciliation

Dispute resolution initiated by one or both parties, assisted by the BPSK Council as a conciliator or passive mediator. As a mediator between the disputing parties, the BPSK has the following duties (Article 28 of the Decree of the Minister of Industry and Trade No. 350/MPP/Kep/12/2001):

- 1) Summoning the business operators and consumers involved in the dispute.
- 2) Summon witnesses and expert witnesses if necessary.
- 3) Providing a forum for disputes between business actors and consumers.
- 4) Responding to statements from business operators and consumers regarding laws and regulations in the field of consumer protection.

There are two principles of coordinated consumer dispute resolution (PSK) based on Article 29 of the Decree of the Minister of Industry and Trade Number: 350/MPP/Kep/12/2001. The first step in the consumer protection process involves consumers and business owners, while the "Consumer Dispute Resolution Body (BPSK) acts as a passive mediator". Subsequently, customer satisfaction and business performance are reported in the form of complaints to the Consumer Protection Agency.

b. Mediation

Dispute resolution originating from one or both parties accompanied by the BPSK panel, as an active mediator or intermediary. The difference is through conciliation, where the BPSK council acts as a passive intermediary. The activeness of the BPSK council through mediation can be seen from the duties of the BPSK council, namely:

- 1) Summoning the business actors and consumers involved in the dispute
- 2) Summoning witnesses and expert witnesses if necessary
- 3) Providing a forum for business operators who have disputes with consumers
- 4) Actively reconciling businesses in dispute with consumers
- 5) Actively providing advice or suggestions for resolving consumer disputes, in accordance with consumer protection laws and regulations.

There are two Consumer Dispute Resolutions (PSK) through mediation based on Article 31 of the Decree of the Minister of Industry and Trade Number 350/MPP/Kep/12/2001. The first step in the consumer dispute resolution process involves the form of compensation, which is entirely left to the parties, while the BPSK Council plays an active role as a mediator providing advice, guidance, suggestions, and efforts to resolve the dispute. The results of the deliberations between consumers and business owners are documented in the form of a decision (BPSK).

c. Arbitration

Consumer settlement, where the parties decide and settle the dispute before the BPSK Council in full. The BPSK Council's assessment process, using an arbitrary method, is divided into two stages based on Article 32 of the Decree of the Minister of Industry and Trade Number 350/MPP/Kep/12/2001.

First, the parties prefer BPSK members as arbitrators from business actors and consumers as members of the BPSK Council. Second, the arbitrators chosen by the parties then choose a third arbitrator from BPSK members, from the government as the Chair of the BPSK Council. So the government element is always chosen to be the Chair of the MPR. Third, the method of resolving consumer disputes as described

above is based on the choice and agreement of the disputing parties or not through a tiered dispute resolution process<sup>23</sup>.

Based on the author's interviews with consumers of Gst brand ulcer medication, they reported that when they suffered losses, they requested compensation from the business. However, the compensation provided was only half of the price of the advertised medication. The three consumers interviewed expressed their lack of understanding regarding the steps that should be taken in such situations. They only hoped that the business would provide a compensation policy that was commensurate with the losses they had suffered.

**Table 6.** Business Operator Responses Regarding Consumer Losses

No.	Source	Age	Consumer Complaints to Business Operators	Form of Resolution in the Event of Consumer Losses
1.	A	23	No consumer complaints yet	If a consumer suffers a loss, I, as a business operator, will compensate them by refunding their money.
2.	Y	26 years	There have been consumers who have complained and requested compensation.	There have been several consumers who have requested compensation. For example, at the time of purchase, I explained that this medicine is safe and 100% effective, but the consumer felt that the medicine I sold, , did not cleanse thoroughly.
3.	I	27 years	There have been several customers who complained, but as discussed at the beginning, I will guide them. If the customer does not follow my guidance and explanation, it becomes their own responsibility.	As a business operator, I am prepared to take responsibility if any loss occurs to the customer.

Source: Processed Primary Data, 2024.

Based on interviews with business operators regarding their responsibility for losses incurred by consumers, there were differing responses from the two Facebook marketplace business operators interviewed. Business operator (A) stated that in their product posts, consumers can request compensation. If there is a dispute because the medicine purchased does not match the promised product, consumers can exchange it back on the condition that the new medicine is purchased within 24 hours and purchased from business operator (A).

<sup>23</sup> Articles 4 and 2 of the Decree of the Minister of Industry and Trade Number 350/MPP/Kep/12/2001

Meanwhile, the business operator with the initials (Y) stated that their posts stated that they did not accept compensation or returns because before the medicine was purchased by consumers, there was an agreement at the outset that once the medicine was in the consumer's hands, the purchased medicine could not be exchanged or compensated for. This is inconsistent with Article 7(g) of Law No. 8 of 1999 on Consumer Protection, which stipulates that compensation, damages, and/or replacement shall be provided if the goods and/or services received or utilized do not comply with the agreement.<sup>24</sup>

Another obstacle to consumer dispute resolution in Merauke is the lack of a Consumer Dispute Resolution Agency (BPSK) office, meaning that consumers who feel they have been wronged have no place to resolve their disputes as guaranteed by the UUPK. This obstacle is ultimately related to the previous obstacle due to consumers' lack of literacy or knowledge about how to resolve disputes if they feel aggrieved by business actors because the UUPK stipulates that, in addition to the Consumer Dispute Settlement Agency (BPSK), there are other ways to report business actors and seek compensation for losses incurred, namely through litigation.

#### 4. Conclusion

Business operators are not fully responsible for losses suffered by consumers because they only provide compensation amounting to half the price of the medicine purchased, and some business operators even end conversations by blocking consumers on *messenger* chat platforms. This is inconsistent with consumer rights as stipulated in Article 4 of the Consumer Protection Law, Article 7 of the Consumer Protection Law regarding the obligations of business operators, and Article 19 of the Consumer Protection Law regarding the responsibility of business operators. Therefore, supervision of *online* sales needs to be further improved, especially the sale of strong medicines such as stomach ulcer medication under the brand name *Gst*, which is promoted through *the Facebook marketplace*. Additionally, businesses that violate these regulations should be subject to penalties in accordance with applicable laws.

Legal actions that consumers can take if they suffer losses from *online* transactions conducted on *Facebook Marketplace* include suing business operators through the general court or through the Consumer Dispute Settlement Agency (BPSK). However, to date, no consumers have filed lawsuits in general courts or the BPSK, so it is necessary to disseminate information regarding consumer dispute resolution, both through litigation and non-litigation channels, so that consumers who suffer losses are aware of the legal remedies available to them in the event of a dispute. Moreover, there is no BPSK in Merauke City, so consumers who feel they have been harmed must file a lawsuit with the BPSK in Jayapura City. It is recommended that a Consumer Dispute Resolution Body (BPSK) be established in Merauke City so that consumers who feel they have been wronged no longer have to file a lawsuit with the BPSK in Jayapura City.

---

<sup>24</sup> Interview with Initial Sources (A), (Y), and (I) Business Operators. On November 28, 2023, *Facebook* application, Merauke.

## References

### Book:

Harris, Freddy. *Aspek Hukum Transaksi Secara Elektronik Di Pasar Modal*. Tnp, 2000.

Miru, Ahmadi. *Hukum Kontrak dan Perancangan Kontrak*. RajaGrafindo Persada, 2007.

Setiawan, I Ketut Oka. *Hukum Perikatan*. Sinar Grafika, 2016.

### Journal:

Arifin, Rita Wahyuni. "Peran Facebook Sebagai Media Promosi Dalam Mengembangkan Industri Kreatif." *Bina Insani ICT Journal* 2, no. 2. (2015).

Mujahidah. "Pemanfaatan Jejaring Sosial (Facebook) Sebagai Media Komunikasi." *Jurnal Komunikasi Dan Sosial Keagamaan* 15, no. 1. (2013).

Samosir, Frensoni. "Tinjauan Yuridis Terhadap Tanggung Jawab Pelaku Peredaran Obat Tanpa Izin." *Jurnal Hukum dan Kemasyarakatan Al-Hikmah* 2, no. 4. (2021).

Triyaningsih. "Dampak Online Marketing Melalui Facebook Terhadap Perilaku Konsumtif." *Jurnal Ekonomi dan Kewirausahaan* 11, no. 2. (2011).

Yusriono, Biran Affandi, Lailan Tawila Berampu, and Yetti. "Tanggung Jawab Hukum Pelaku Usaha Penjualan Obat-Obatan Golongan Obat Keras Secara Online." *Journal Of Science And Social Research* 5, No. 3 (2022): 573. <https://doi.org/10.54314/jssr.v5i3.1036>.

### Legislation:

Burgerlijk Wetboek (BW)

Undang-Undang Nomor 8 Tahun 1999 Tentang Perlindungan Konsumen

Undang-Undang Nomor 17 Tahun 2023 Tentang Kesehatan

Peraturan Menteri Kesehatan Nomor 1120/Menkes/PER/XII/2008 tentang Perubahan Peraturan Menteri Kesehatan Nomor 1010/MENKES/PER/XI/2008

### Website:

Badan Pengawas Obat dan Makanan. "Program Zona Ramah Promosi Online Kolaborasi Badan POM Dan E-Commerce Tekan Promosi Menyesatkan Obat Tradisional Dan Suplemen Kesehatan." *BPOM*, Diakses 12 Juni 2023. <https://www.pom.go.id/new/view/more/pers/649/Program-Zona-Ramah-Promosi-Online--Kolaborasi-Badan-POM-dan-e-Commerce-Tekan-Promosi-Menyesatkan-Obat-Tradisional-dan-Suplemen-Kesehatan.html>.

Hastuti, Rahajeng Kusumo. "Kacau! Marketplace Facebook Jadi Tempat Jualan Obat Aborsi." *CNBC Indonesia*, Diakses 24 Mei 2023. <https://www.cnbcindonesia.com/tech/20210810123227-37-267487/kacau-marketplace-facebook-jadi-tempat-jualan-obat-aborsi>.

Kompas. "Cara Berjualan Online di Facebook Marketplace." *Money Kompas*, Diakses 9 Februari 2022. <https://money.kompas.com/read/2022/02/09/110100126/cara-berjualan-online-di-facebook-marketplace>.

Koran Kaltim. "Parah Obat Aborsi Dijual Di Sosmed." *Korankaltim.com*, Diakses 12 Juni 2023. <https://korankaltim.com/kaltimtara/read/14410/parah-obat-aborsi-dijual-di-sosmed>.

Rosanti, Ocha Tri. "Cytotec." *Hello Sehat*, diakses 12 Juni 2023. <https://hellosehat.com/obat-suplemen/obat-cytotec/?amp=1>