MIKAILALSYS
Journal of Multidisciplinary Sciences

e-ISSN : 2987-2286
p-ISSN : 2987-3924
Index: Harvard, Boston, Sydney, Copernicus, Sinta 4, Scilit, Semantic, Google, etc

https://doi.org/10.58578/mikailalsys.v4i3.12192

Analysis of the Liability of PT Fit and Health Indonesia for the Fulfillment of Consumers' Rights Arising from the Cessation of Gold's Gym Indonesia's Operations under Indonesian Consumer Protection Law

Azyumardi Azra Munawir, Deviana Yuanitasari, Agus Suwandono
Universitas Padjadjaran, Indonesia
azyumardi22001@mail.unpad.ac.id; deviana.yuanitasari@unpad.ac.id

Submitted:	Revised:	Accepted:	Published:
Aug 15, 2026	Sep 12, 2026	Sep 24, 2026	Sep 29, 2026

Abstract

The closure of all Gold's Gym Indonesia outlets in 2025 left consumers unable to access prepaid membership and personal training services. PT Fit and Health Indonesia's concurrent Suspension of Debt Payment Obligations (PKPU) proceedings further complicated the fulfillment of their rights. This study examines the company's legal liability and the remedies available to affected consumers. It employs a normative juridical method and descriptive analysis of primary, secondary, and tertiary legal materials. The analysis indicates that the company remains liable for losses arising from its failure to provide the agreed services. Law Number 8 of 1999 on Consumer Protection requires business actors to compensate consumers for such losses, while the Indonesian Civil Code provides a basis for liability for breach of contract. PKPU does not extinguish this liability, although it affects how consumers may pursue their claims. Available remedies include a class action, registration of claims in the PKPU proceedings, dispute resolution through the Consumer Dispute Settlement Agency (BPSK), and reporting alleged criminal violations where the elements of an offence are satisfied. The study clarifies how consumer protection, contractual liability, and PKPU procedures interact when prepaid services cease.

Keywords: Gold's Gym Indonesia; Consumer Protection; Contractual Liability; Prepaid Fitness Services; Suspension of Debt Payment Obligations (PKPU)

Mikailalsys is licensed under a Creative Commons Attribution-NonCommercial-ShareAlike 4.0 International License

INTRODUCTION

Consumer protection constitutes an important component of the legal relationship between consumers and business actors, particularly in transactions involving goods and/or services. Indonesian consumer protection law recognizes consumers' rights to obtain goods and/or services in accordance with the agreed conditions and guarantees, as well as the right to receive compensation, redress, or replacement when the goods and/or services received do not conform to the agreement. These rights form part of the legal protection afforded to consumers in their relationship with business actors (Eleanora, 2021). Business actors, correspondingly, are required to act in good faith and to fulfill their obligations toward consumers in accordance with the applicable legal framework (Suwandono & Yuanitasari, 2025). Thus, the relationship between consumers and business actors does not merely concern the performance of an agreed transaction, but also entails legal consequences when the agreed obligations are not fulfilled.

The issue of business-actor liability becomes particularly relevant in transactions involving services that are paid for in advance. In such a contractual relationship, the consumer has fulfilled the payment obligation, while the business actor remains obligated to provide the agreed services in accordance with the terms and period stipulated in the agreement (Masri et al., 2023). The failure to provide the agreed performance may consequently deprive consumers of the benefits for which they have already paid and give rise to a claim for compensation. The legal relationship therefore needs to be examined not only from the perspective of consumer protection law but also from the perspective of contract law, particularly concerning the fulfillment of contractual obligations and the consequences of non-performance.

A relevant issue arose in the services provided by Gold's Gym Indonesia, which is operated by PT Fit and Health Indonesia through membership and personal training packages using an advance-payment mechanism. Consumers paid for fitness services to be provided for a specified period. However, the cessation of Gold's Gym Indonesia's operations in 2025 resulted in consumers losing access to services that had already been paid for. The situation consequently raised legal questions concerning the fulfillment of consumers' rights, particularly regarding the remaining membership period and personal training services that could no longer be provided, as well as the availability of refunds or other forms of compensation. The issue is therefore not merely whether the business actor

was entitled to cease its operations, but whether the cessation of operations affected its continuing legal obligations toward consumers who had already performed their payment obligations.

Under consumer protection law, Article 19 paragraph (1) of Law Number 8 of 1999 on Consumer Protection (Consumer Protection Law) establishes the responsibility of business actors to provide compensation for losses suffered by consumers in connection with the goods and/or services they produce or trade. The provision forms an important legal basis for examining the liability of PT Fit and Health Indonesia in relation to consumers who did not receive the services for which they had paid (Maileni, 2014). The form of compensation is further regulated in Article 19 paragraph (2) Consumer Protection Law, which includes the refund of money or replacement with goods and/or services of equivalent type or value, subject to the statutory framework (Suwandono & Yuanitasari, 2025). Accordingly, the legal analysis must examine whether the non-fulfillment of the agreed services gives rise to an obligation to provide compensation and, if so, the appropriate form of redress available to consumers.

The same conduct may also be examined from the perspective of civil law. Where a business actor fails to perform an obligation arising from a contractual relationship, such failure may constitute a breach of contract and give rise to the legal consequences prescribed by the Indonesian Civil Code (Masri et al., 2023). In the present context, the contractual relationship between PT Fit and Health Indonesia and its consumers is particularly relevant because consumers had made payments for services that remained unfulfilled following the cessation of operations. An unlawful act may constitute an alternative basis of liability where its legally required elements, including an unlawful act, loss, fault, and causal relationship, are established (Aprilian et al., 2024). Therefore, determining the appropriate basis of liability requires an examination of the contractual relationship and the specific conduct or non-performance attributable to the business actor.

The legal position of PT Fit and Health Indonesia must further be considered in light of its status as a limited liability company and its involvement in the Suspension of Debt Payment Obligations (PKPU) process. A corporation as a legal entity is legally distinct from its shareholders and corporate organs, such that obligations arising from the company's business activities are, in principle, obligations of the company itself (Amelia, 2025). At the same time, the existence of a PKPU proceeding introduces a separate dimension to the

fulfillment of consumers' rights because claims against the debtor are subject to the collective mechanism established under bankruptcy and PKPU law (Dirgantara et al., 2022). Consequently, the existence of the PKPU process does not by itself eliminate the underlying legal relationship or the consumers' claims against PT Fit and Health Indonesia, but affects the mechanism through which those claims are verified and subsequently fulfilled.

The situation therefore involves the interaction of two legal regimes with different functions. Consumer protection law provides the substantive framework concerning consumers' rights and the liability of business actors, while bankruptcy and PKPU law regulates the collective settlement of the debtor's obligations toward its creditors (Pertiwi et al., 2025). In addition, Indonesian law provides both litigation and non-litigation mechanisms for resolving consumer disputes, including settlement through the Consumer Dispute Settlement Agency (BPSK) (Mahmudah, 2022). In the context of PT Fit and Health Indonesia, the availability of these mechanisms must be considered together with the company's PKPU status and the position of consumers as parties holding claims against the debtor.

Based on the foregoing, the case of PT Fit and Health Indonesia is important to examine because it concerns the fulfillment of consumer rights following the cessation of services that had already been paid for, while simultaneously involving the collective debt-settlement mechanism under PKPU law. The legal issue is therefore not limited to determining whether PT Fit and Health Indonesia bears liability for the non-fulfillment of its contractual obligations, but also concerns the legal mechanisms through which consumers may pursue fulfillment of their rights in the context of the company's PKPU proceedings. Accordingly, this study aims to analyze the legal liability of PT Fit and Health Indonesia for the fulfillment of consumers' rights following the cessation of Gold's Gym Indonesia's operations and to examine the legal actions available to consumers while the company is undergoing PKPU proceedings.

METHODS

This study employs normative juridical research with a descriptive-analytical specification. Normative juridical research examines legal norms, principles, doctrines, and statutory provisions as the primary objects of analysis (Sukmawan & Damayanti, 2025). This approach is used to examine the legal liability of PT Fit and Health Indonesia concerning the

fulfillment of consumer rights following the termination of Gold's Gym Indonesia's services and to identify the legal actions available to consumers while the company is undergoing PKPU. The descriptive dimension is used to systematically present the applicable legal framework and the legal relationship between consumers, the business actor, and the company undergoing PKPU proceedings, while the analytical dimension is applied to relate the relevant legal provisions to the legal issues examined. The analysis focuses on two principal issues, namely the legal liability of the business actor for consumer losses and the legal remedies available to consumers. Liability is examined through the principles of liability under consumer protection law, the doctrine of breach of contract, unlawful acts, and corporate liability (Windari, 2015). Consumer remedies are examined through the mechanisms available under consumer dispute resolution law and the legal framework governing bankruptcy and PKPU.

As a normative legal study, this research does not involve human participants or respondents and therefore does not employ a sampling technique (Zalukhu & Chariansyah, 2026). The units of analysis consist of legal materials directly relevant to the research questions. Primary legal materials comprise statutory and regulatory provisions governing consumer protection, civil law, limited liability companies, bankruptcy, and PKPU. Secondary legal materials include scholarly books, academic journal articles, legal doctrines, expert opinions, and previous studies relevant to business-actor liability, breach of contract, unlawful acts, corporate liability, and PKPU. Tertiary legal materials are used as supporting sources to clarify legal terminology and concepts employed throughout the analysis.

Legal materials were collected through library research by systematically identifying, locating, inventorying, and examining sources relevant to the subject of the study. The collected materials were classified according to the principal legal issues, including consumer and business-actor rights and obligations, liability principles, breach of contract, unlawful acts, corporate liability, and PKPU mechanisms. The materials were subsequently examined by establishing relationships among the relevant legal provisions and comparing them with applicable legal doctrines and theories. Because the study relies on legal materials rather than empirical instruments, it does not employ questionnaires or interviews (Sumarna & Kadriah, 2023).

The collected legal materials were analyzed qualitatively through legal interpretation and juridical reasoning. The analysis proceeded by identifying the relevant legal issues,

inventorying the applicable legal provisions, interpreting the relevant norms in light of legal theories and doctrines, and relating them to the factual circumstances concerning the termination of Gold's Gym Indonesia's services and PT Fit and Health Indonesia's PKPU proceedings. The resulting analysis was used to determine the legal basis of the company's liability and to identify the legal mechanisms available to consumers for obtaining fulfillment of their rights.

RESULTS

This study finds that the cessation of Gold's Gym Indonesia's operations resulted in the non-fulfillment of fitness services that had previously been paid for by consumers through membership and personal training packages. The findings indicate that PT Fit and Health Indonesia, as the business actor providing the services, remained subject to legal obligations toward consumers who still possessed unused service entitlements when the operations ceased. The findings were identified through an examination of the legal relationship between consumers and PT Fit and Health Indonesia, the fulfillment of contractual obligations, the losses experienced by consumers, and the legal mechanisms available for the fulfillment of consumer rights.

Table 1. Main Findings on Consumer Losses and Legal Remedies

Research Finding	Description
Non-fulfillment of paid services	Consumers could no longer access membership and personal training services for which payment had previously been made
Consumer losses	Losses arose from unused membership periods and personal training sessions remaining at the time of the cessation of operations
Business actor liability	PT Fit and Health Indonesia remained liable for losses arising from services that could no longer be provided
Compensation	Refunds for unused services constituted the relevant form of compensation identified in the study
Non-performance of contractual obligations	The cessation of operations before the expiration of the agreed service period resulted in the non-performance of the principal service obligation
PKPU status	The PKPU proceeding did not extinguish the underlying consumer claims but affected the procedure for verifying and satisfying such claims
Submission of PKPU claims	Consumers could submit claims supported by membership documents, proof of payment, evidence of remaining services, and other relevant documents
Class action	Consumers experiencing substantially similar losses arising from the same cessation of operations could pursue collective proceedings where the applicable requirements were satisfied

Research Finding	Description
BPSK settlement	Consumers could pursue mediation, conciliation, or arbitration through BPSK as non-litigation mechanisms for resolving the dispute
Criminal reporting	Criminal reporting constituted an additional legal avenue where the available evidence satisfied the relevant criminal elements

Source: Compiled by the researcher (2026)

Table 1. Main Findings on Consumer Losses and Legal Remedies shows that the cessation of Gold's Gym Indonesia's operations resulted in the non-fulfillment of services for which consumers had already made payments. The losses primarily concerned unused membership periods and personal training sessions that could no longer be accessed after the operations were terminated. The findings therefore establish a connection between the cessation of operations, the non-fulfillment of services, and the economic losses experienced by consumers.

The findings also place the consumer losses within the broader framework of consumer rights that require legal protection. Consumer protection concerns not only the regulation of business-actor conduct but also the effective fulfillment and protection of consumers' legally recognized rights. The non-fulfillment of prepaid services therefore has significance not merely as an economic loss, but also as a failure to fulfill rights arising from the consumer-business actor relationship (Susantri, 2022).

The findings further demonstrate that PT Fit and Health Indonesia's responsibility remains connected to services that had not been fulfilled. The contractual relationship between PT Fit and Health Indonesia and consumers was established through membership and personal training packages, under which consumers made payments and PT Fit and Health Indonesia was required to provide the agreed services during the relevant period. The cessation of operations while consumers still possessed unused service entitlements resulted in the non-fulfillment of the principal service obligation.

The study also finds that compensation is relevant to the economic losses arising from unused services. Article 19 paragraph (2) Consumer Protection Law provides several forms of compensation, including the refund of money or replacement with goods and/or services of equivalent type or value. In the circumstances examined, the relevant loss concerns the economic value of membership periods and personal training services that consumers could no longer receive. The amount of an individual consumer's claim therefore

needs to be determined based on the consumer's particular contractual entitlement, payment, remaining membership period, and unused personal training sessions.

The findings additionally indicate that PT Fit and Health Indonesia's PKPU status affects the manner in which consumers may realize their claims. The underlying claims arising from unfulfilled services remain connected to the legal relationship between PT Fit and Health Indonesia and consumers, while their realization is subject to the applicable PKPU mechanism. Consumers therefore need to establish the existence and amount of their claims through relevant supporting documents, including membership or registration documents, payment records, invoices or receipts, records of remaining services, communications concerning the cessation of operations, and calculations of the amount claimed.

The findings also identify several legal mechanisms available to consumers. These include non-litigation dispute resolution, BPSK proceedings, civil litigation, class action, and submission of claims within the PKPU process. Each mechanism addresses a different aspect of the dispute. Class action may address common factual and legal issues among consumers, whereas submission of claims within PKPU concerns the verification and settlement of individual receivables. Criminal reporting constitutes a separate mechanism that depends upon the establishment of the elements of a specific criminal offense.

DISCUSSION

The findings demonstrate that the closure of Gold's Gym Indonesia raises a legal issue that extends beyond the discontinuation of business operations. The central issue concerns the continued legal relationship between PT Fit and Health Indonesia (PT FHI) and consumers who had fulfilled their payment obligations but had not received the entirety of the services for which they had paid. The existence of a membership or personal training agreement establishes a legal relationship that gives rise to reciprocal rights and obligations. Consumers are required to make payment, while PT FHI is required to provide the agreed fitness services during the contractual period. The cessation of operations while those obligations remained outstanding therefore affects the fulfillment of an existing legal relationship rather than creating a new obligation only after the closure.

Liability of PT Fit and Health Indonesia for Consumer Losses

The primary basis for examining PT FHI's responsibility is Article 19 paragraph (1) Consumer Protection Law, which requires business actors to provide compensation for losses suffered by consumers in connection with the goods and/or services produced or traded. The application of this provision requires consideration of PT FHI's position as a business actor, the existence of consumer losses, and the relationship between the losses and the services provided by the business actor. In the present case, consumers had paid for membership and personal training services, while the cessation of operations prevented the continued provision of services for which consumers still possessed contractual entitlements. The resulting economic loss therefore provides the basis for applying the business actor's responsibility under Article 19 Consumer Protection Law (Umboh, 2018).

This finding is also consistent with the principle that business actors may be held responsible where their failure to perform contractual obligations causes losses to consumers. In particular, a business actor's non-performance may give rise to an obligation to compensate consumers for losses resulting from the default. Accordingly, the cessation of PT FHI's operations before the expiration of the agreed service period reinforces the legal basis for requiring the company to account for the unfulfilled services and the resulting consumer losses (Saleh et al., 2023).

Article 19 paragraph (2) Consumer Protection Law further determines the forms of compensation that may be provided, including the refund of money or replacement with goods and/or services of equivalent type or value. The Legal Memorandum identifies the economic loss in this case as arising principally from unused membership periods and personal training services. Accordingly, a refund corresponding to the value of the services that have not been received constitutes the most directly relevant form of compensation. Equivalent services may also constitute an alternative where they remain possible and are agreed by the parties. The determination of the amount, however, cannot be generalized across all consumers because the remaining service entitlement and amount paid may differ between consumers.

The obligation to provide compensation must also be understood as part of the broader responsibility of business actors toward consumers who suffer losses. The applicable consumer protection framework requires the legal consequences of consumer losses to be assessed in relation to the conduct and obligations of the business actor. In this case, the

assessment of compensation should therefore remain connected to the services that were not fulfilled and to the consumer's documented contractual entitlement (Susandi et al., 2025).

The responsibility under Article 19 Consumer Protection Law is also consistent with the obligations imposed upon business actors under Article 7 Consumer Protection Law. PT FHI is required to conduct its business activities in good faith and to provide compensation or replacement where the services agreed upon cannot be provided. The cessation of operations therefore does not, by itself, remove the business actor's existing obligations toward consumers who have already fulfilled their payment obligations. The implementation of those obligations must also be accompanied by clear and honest information concerning the cessation of services and the mechanism for fulfilling consumers' rights.

The contractual relationship provides a further basis for examining PT FHI's responsibility. Under Articles 1234 and 1243 of the Civil Code, an obligation arising from an agreement must be performed in accordance with its content, and failure to perform may give rise to the legal consequences of breach of contract. In this case, the relevant form of non-performance is the failure to provide services that remained due under the membership or personal training agreement. The contractual construction is therefore particularly important because the rights of consumers arose from a specific agreement concerning the type, period, and value of the services.

The contractual basis also explains why breach of contract constitutes the more appropriate primary construction under the Civil Code. The relationship between PT FHI and consumers was formed through an agreement that specifically determined the parties' respective rights and obligations. Where consumers can establish the existence of the agreement, payment, and remaining service entitlement, the cessation of operations before the expiration of the relevant service period demonstrates the non-fulfillment of PT FHI's contractual performance. Article 1243 of the Civil Code consequently provides a basis for seeking compensation arising from such non-performance. The principle of good faith under Article 1338 paragraph (3) of the Civil Code further requires the parties to perform the agreement in good faith (Shanty, 2023).

Article 1365 of the Civil Code may also be considered as an alternative basis of civil liability where its required elements are established. The Legal Memorandum identifies the elements of an unlawful act, fault, loss, and causal relationship as relevant to this analysis. The cessation of operations resulted in consumers losing the economic benefit of services

that had already been paid for, and the available facts establish a connection between the cessation and the resulting loss. Nevertheless, because the legal relationship between PT FHI and consumers primarily originated from contractual agreements, Article 1365 does not replace the contractual construction of liability. It functions as an alternative legal basis where the conduct also satisfies the elements of an unlawful act (Aprilian et al., 2024).

The distinction between the company's liability and the potential personal liability of its corporate organs must also be maintained. PT FHI is a separate legal entity, and obligations arising from its business activities are principally obligations of the company. The existence of losses suffered by consumers therefore does not automatically create personal liability for directors, commissioners, shareholders, or other corporate organs. Personal liability requires a separate assessment based on the applicable provisions and the specific conduct attributable to the relevant individual (Setianto, 2017). Accordingly, the liability established in this study primarily concerns PT FHI as the business actor and contracting party.

The determination of liability does not, however, automatically resolve how consumers obtain actual recovery. PT FHI's PKPU status changes the procedural context in which the consumers' rights are realized. Under Article 222 of Law Number 37 of 2004 concerning Bankruptcy and Suspension of Debt Payment Obligations, PKPU constitutes a mechanism through which a debtor may seek a settlement with its creditors concerning its obligations. The existence of PKPU therefore introduces a collective mechanism for the verification and settlement of claims against the debtor.

In this context, the PKPU process should be distinguished from the underlying legal basis of the consumers' claims. The existence of a PKPU proceeding does not by itself eliminate the contractual relationship between PT FHI and consumers or the claims arising from services that have not been fulfilled. Rather, the claims must be placed within the applicable verification and settlement mechanism. Pertiwi et al. (2025) emphasize the importance of registering claims within PKPU proceedings for the protection of creditors. This is particularly relevant where consumers occupy a creditor position within a collective debt-settlement process, as the PKPU mechanism determines the procedural treatment of their claims without changing the underlying basis of the receivables (Simbolon et al., 2026). In the present case, consumers therefore need to establish both the existence and amount of their respective receivables.

The documentary evidence therefore has an important dual function. Membership agreements or registration documents, personal training agreements, receipts or invoices, proof of payment, records concerning the remaining membership period or personal training sessions, and communications concerning the cessation of operations can establish the underlying consumer entitlement. At the same time, those documents provide the basis for determining and verifying the amount of the claim submitted within the PKPU process. This is particularly important because consumers may have different membership periods, service packages, payment amounts, and remaining service entitlements.

The PKPU mechanism also means that the recognition of a consumer's legal entitlement and the actual realization of monetary recovery are analytically distinct. A consumer may establish that PT FHI failed to provide services that had already been paid for, but fulfillment of the resulting monetary claim remains subject to the applicable collective debt-settlement mechanism. The distinction is important because consumer protection law determines the substantive rights and liability of the business actor, while bankruptcy and PKPU law determines the procedural framework through which claims against the debtor are verified and satisfied.

Legal Mechanisms Available to Consumers

The findings further indicate that consumers have several mechanisms through which they may seek fulfillment of their rights. These mechanisms should not be treated as interchangeable because each serves a different legal function. Non-litigation settlement, including negotiation and mediation, may provide an avenue for resolving the dispute directly between the parties. BPSK also constitutes a legally recognized consumer dispute-resolution mechanism. Mahmudah (2022) explains the role of out-of-court mechanisms in resolving disputes, while Rahman (2018) discusses BPSK as a mechanism for resolving consumer disputes.

Class action may also be considered where the applicable requirements are fulfilled. The dispute contains collective characteristics because the consumers were affected by the same operational cessation and had substantially similar legal relationships with PT FHI. Nevertheless, individual claims may differ in terms of the amount paid and the remaining services. Accordingly, the collective character of the dispute does not eliminate the need to establish each consumer's individual loss and claim amount.

Class action and submission of claims within PKPU should consequently be distinguished. Class action primarily addresses common factual and legal issues and may provide a collective judicial mechanism for determining liability and seeking recovery. Submission of claims in PKPU, on the other hand, concerns the recognition and verification of each consumer's receivable within the debtor's collective debt-settlement process. The two mechanisms therefore address different procedural dimensions and should not be understood as mutually substitutive.

Criminal reporting constitutes another possible legal avenue, but its application requires a separate examination of the relevant criminal elements. The cessation of Gold's Gym Indonesia's operations does not automatically establish criminal liability. Criminal responsibility would require evidence establishing the elements of the particular offense alleged. In the context of consumer protection, Article 16(b) in conjunction with Article 62 paragraph (2) Consumer Protection Law may become relevant where the conduct and available evidence satisfy the statutory requirements. Paat (2013) discusses the investigation of business actors in consumer protection offenses, while Yahya Abdul Habib and Gilalo (2024) examine the enforcement and sanctions applicable to consumer-related criminal conduct.

Accordingly, the legal mechanisms available to consumers should be understood according to their respective functions. Consumer protection law establishes the substantive rights and responsibility of the business actor; contract law provides the principal framework for assessing the non-performance of the agreed services; Article 1365 of the Civil Code may provide an alternative basis where its elements are established; and PKPU law governs the procedural realization of claims against the debtor. The availability of multiple mechanisms does not mean that each mechanism independently guarantees recovery. Rather, their application must be coordinated with the legal status of PT FHI and the nature and amount of each consumer's claim.

CONCLUSION

This study demonstrates that PT Fit and Health Indonesia bears legal responsibility for consumer losses arising from the non-fulfillment of prepaid services. This responsibility is grounded primarily in Article 19 of the Consumer Protection Law and the contractual relationship between PT FHI and consumers, particularly the provisions on breach of

contract under Articles 1234 and 1243 of the Civil Code. Article 1365 may provide an additional basis where the elements of an unlawful act are established. As a separate legal entity, PT FHI is principally responsible for obligations arising from its business activities, while the personal liability of its corporate organs requires fulfillment of the applicable statutory requirements. The PKPU process does not extinguish consumers' claims but affects the mechanism for their verification and settlement.

The study further finds that consumers may pursue negotiation, mediation, BPSK proceedings, civil litigation, class action, and submission of claims in the PKPU process, each serving a different legal function. In particular, class action may address common legal and factual issues collectively, while submission of claims in PKPU is necessary for the verification and settlement of individual receivables. Criminal proceedings may also be pursued where the relevant statutory elements are established, including under Article 16(b) in conjunction with Article 62(2) Consumer Protection Law; however, business closure alone does not establish criminal liability. These mechanisms may be pursued cumulatively insofar as they serve different functions and do not result in double recovery for the same loss.

Accordingly, PT FHI should transparently communicate the mechanism for resolving consumers' rights within the PKPU process, including the procedure for submitting claims and the proposed composition plan, while prioritizing refunds or equivalent compensation in accordance with applicable law. Consumers should first pursue non-litigation resolution through negotiation, mediation, or BPSK. If such efforts do not result in settlement, consumers may pursue civil litigation individually or through a class action, accompanied by the submission of their claims in the PKPU process to ensure their receivables are verified and addressed within the applicable settlement mechanism.

REFERENCES

Amelia, S. P., Widiastiwi, A. R., Camilla, G. R., & Tarina, D. D. Y. (2025). Analisis Yuridis terhadap Putusan yang Berakibat Pailitnya Suatu Perusahaan (Studi Kasus Putusan Pengadilan Negeri Gresik Nomor 1/PDT.SUS-PHI/2022/PN GSK). *Media Hukum Indonesia (MHI), 2*(6), 185–193. https://ojs.daarulhuda.or.id/index.php/MHI/article/view/1576

Aprilian, A. F., Sufiarina, & Wulandari, R. (2024). Gugatan Perbuatan Melanggar Hukum dengan Petitum Pembatalan Akta Jual Beli (Analisis Putusan No. 122/PDT.G/2022/PN.JAKTIM). *Jurnal Nalar Keadilan, 4*(1), 1–14. https://jurnal.universitasjakarta.ac.id/index.php/jurnal-fh-unija/article/view/84

Dirgantara, F., Putra, A. R., Darmawan, D., Khayru, R. K., & Wibowo, A. S. (2025). Peran Hukum Kepailitan dan Penundaan Kewajiban Pembayaran Utang (PKPU) dalam Penyelesaian Sengketa Utang Piutang di Indonesia. *Lex Stricta: Jurnal Ilmu Hukum, 4*(1). https://doi.org/10.46839/lexstricta.v4i1.1444

Eleanora, F. N. (2023). *Buku Ajar Hukum Perlindungan Konsumen*. Madza Media.

Habib, Y. A., & Gilalo, J. J. (2024). Penyelesaian dan Sanksi atas Tindak Pidana Konsumen terhadap Kejahatan Pelaku Usaha. *IBLAM Law Review, 4*(2), 69–78. https://doi.org/10.52249/ilr.v4i2.446

Mahmudah, N. (2022). Menelusuri Penyelesaian Sengketa di Luar Pengadilan. *Journal of Islamic Family Law, 1*(1). https://ejournal.iaingorontalo.ac.id/index.php/jiflaw/article/view/358

Maileni, D. A. (2014). Tinjauan Yuridis Tanggungjawab Produk terhadap Undang-Undang Nomor 8 Tahun 1999 tentang Perlindungan Konsumen. *Jurnal Dimensi, 3*(3). https://doi.org/10.33373/dms.v3i3.93

Masri, E., Handayani, O., Dhianty, R., & Wahyuni, S. (2023). *Buku Ajar Hukum Perlindungan Konsumen*. Jakad Media Publishing.

Paat, M. M. (2013). Penyidikan terhadap Pelaku Usaha dalam Perkara Tindak Pidana di Bidang Perlindungan Konsumen. *Lex Crimen, 2*(4). https://ejournal.unsrat.ac.id/v3/index.php/lexcrimen/article/view/3091

Pertiwi, K. E., Sudaryat, S., & Rahmawati, E. (2025). Perlindungan Hukum Kreditor yang Tidak Mendaftarkan Tagihan terhadap Klausul Perjanjian Perdamaian yang Mengakibatkan Penghapusan Piutang: Studi Kasus Putusan Homologasi Nomor 62/Pdt.Sus-PKPU/2021/PN Niaga Sby. *Aliansi: Jurnal Hukum, Pendidikan dan Sosial Humaniora, 2*(6), 110–123. https://doi.org/10.62383/aliansi.v2i6.1332

Rahman, A. (2018). Penyelesaian Sengketa Konsumen melalui Badan Penyelesaian Sengketa Konsumen (BPSK) Kota Serang. *Ajudikasi: Jurnal Ilmu Hukum, 2*(1). https://doi.org/10.30656/ajudikasi.v2i1.573

Saleh, I., Kasim, N. M., & Bakung, D. A. (2023). Tanggung Jawab Pelaku Usaha terhadap Konsumen. *Eksekusi: Jurnal Ilmu Hukum dan Administrasi Negara, 1*(3), 358–369. https://doi.org/10.55606/eksekusi.v1i3.543

Setianto, V. Y. (2017). Pertanggungjawaban Pribadi Direksi pada Perseroan Terbatas yang Pailit. *Mimbar Yustitia: Jurnal Hukum dan Hak Asasi Manusia, 1*(2). https://e-jurnal.unisda.ac.id/index.php/mimbar/article/view/1139

Shanty, W. Y. (2023). The Principle of Good Faith in Settlement of Default Disputes Through Judicial Mediation. *Jurnal Cakrawala Hukum, 14*(2), 223–233. https://doi.org/10.26905/idjch.v14i2.10863

Simbolon, J. S., Fitrian, A., & Widodo, G. H. T. (2026). Perlindungan Hukum Konsumen Kredit dalam Skema Penundaan Kewajiban Pembayaran Utang di Indonesia. *SINERGI: Jurnal Riset Ilmiah, 3*(6), 1762–1772. https://doi.org/10.62335/sinergi.v3i6.2585

Sukmawan, Y. A., & Damayanti, D. (2025). Metode Penelitian Hukum Normatif dan Empiris sebagai Strategi Penguatan Perspektif Kajian Ilmu Hukum. *Notary Law Journal, 4*(3), 114–128. https://doi.org/10.32801/nolaj.v4i3.116

Sumarna, D., & Kadriah, A. (2023). Penelitian Kualitatif terhadap Hukum Empiris. *Jurnal Penelitian Serambi Hukum, 16*(2), 101–113. https://doi.org/10.59582/sh.v16i02.730

Susandi, B., Martam, N. K., & Rahim, D. (2025). Tanggung Jawab Pelaku Usaha terhadap Kerugian Produk yang Diperdagangkan. *Gorontalo Justice Research, 1*(1), 74–87. https://jurnal.unigo.ac.id/gjr/article/view/4195

Susantri, Y. (2022). Perlindungan terhadap Hak-Hak Konsumen dalam Perspektif Hak Asasi Manusia. *Constituo: Jurnal Riset Hukum Kenegaraan dan Politik, 1*(1). https://doi.org/10.47498/constituo.v1i1.1210

Suwandono, A., & Yuanitasari, D. (2025). Peningkatan Pemahaman mengenai Tanggung Jawab Pelaku Usaha Berdasarkan Undang-Undang Perlindungan Konsumen. *Jurnal Pembelajaran Pemberdayaan Masyarakat (JP2M), 6*(1), 1–12. https://doi.org/10.33474/jp2m.v6i1.22141

Umboh, A. (2018). Tanggung Jawab Pelaku Usaha dalam Pemenuhan Hak Konsumen Menurut Hukum Positif Indonesia. *Lex Privatum, 6*(6). https://ejournal.unsrat.ac.id/v3/index.php/lexprivatum/article/view/21498

Windari, R. A. (2015). Pertanggungjawaban Mutlak (Strict Liability) dalam Hukum Perlindungan Konsumen. *Jurnal Komunikasi Hukum (JKH), 1*(1). https://doi.org/10.23887/jkh.v1i1.5013

Zalukhu, S., & Chariansyah, H. (2026). Metodologi Penelitian Hukum Empiris dalam Mengkaji Efektivitas Penegakan Hukum. *Pendas: Jurnal Ilmiah Pendidikan Dasar, 11*(3), 280–293. https://journal.unpas.ac.id/index.php/pendas/article/view/63625