

**PELINDUNGAN HUKUM KONSUMEN TIKET KONSER YANG
DIBATALKAN OLEH PENYELENGGARA KONSER DALAM SURAT
PERNYATAAN KESEDIAAN *REFUND* (Studi Kasus “2024 BTOB Fancon
Our Dream In Jakarta”)**

Jihan ‘Izza Pranata Kusumastuti¹ dan Murti Pramuwardani Dewi²

INTISARI

Penelitian ini ditujukan untuk mengetahui dan menganalisis perlindungan hukum terhadap konsumen yang terkena pemotongan dana *refund* atas pembelian tiket konser konser 2024 BTOB Fancon Our Dream in Jakarta yang dibatalkan oleh penyelenggara konser serta untuk mengetahui dan menganalisis keabsahan surat pernyataan kesediaan *refund* tiket konser BTOB.

Penelitian ini menggunakan jenis penelitian normatif-empiris dan bersifat deskriptif. Bahan penelitian menggunakan penelitian kepustakaan yang didapatkan dari mempelajari hukum primer, sekunder serta tersier dan penelitian lapangan untuk mendapatkan data primer. Dalam penelitian ini, menggunakan teknik purposive sampling dalam pengambilan sampel. Cara pengumpulan data sekunder melalui studi kepustakaan dan data primer melalui wawancara responden serta narasumber. Data yang terkumpul baik dalam penelitian kepustakaan dan penelitian lapangan, selanjutnya di analisis secara kualitatif.

Hasil penelitian dan pembahasan menunjukkan bahwa mekanisme *refund* tiket konser BTOB yang diterapkan oleh pelaku usaha tidak memberikan perlindungan hukum yang optimal bagi konsumen. Terdapat klausula baku terkait pemotongan dana *refund* tanpa dasar hukum yang jelas dan tanpa transparansi informasi, tindakan tersebut telah melanggar Pasal 4 huruf c, Pasal 7 huruf b dan g, serta Pasal 19 ayat (2) UUPK. Selain itu, keabsahan surat pernyataan kesediaan *refund* tiket konser BTOB dinilai tidak sah karena tidak memenuhi Pasal 1320 KUHPerdara. Meskipun berbentuk akta di bawah tangan, keabsahan surat tetap ditentukan oleh terpenuhinya syarat sahnya perjanjian. Kesimpulan dalam penelitian ini: (1) Pelaku usaha tidak melaksanakan kewajiban hukumnya secara bertanggung jawab dan adil, sehingga menimbulkan kerugian bagi konsumen; (2) Surat pernyataan kesediaan *refund* tiket konser BTOB tidak memiliki kekuatan hukum yang mengikat dan tidak dapat dijadikan dasar untuk membatasi atau menghapus hak-hak konsumen.

Kata kunci: Pelindungan Hukum, Konser, Klausula Eksonerasi

¹ Mahasiswa S-1 Departemen Hukum Perdata, Fakultas Hukum Universitas Gadjah Mada, Yogyakarta (email: jihan.izza.pranata.kusumastuti@mail.ugm.ac.id).

² Dosen Departemen Hukum Perdata, Fakultas Hukum Universitas Gadjah Mada, Yogyakarta (email: murti.pramuwardani@mail.ugm.ac.id).

THE LEGAL PROTECTION FOR CUNSUMERS OF CONCERT TICKETS CANCELED BY CONCERT ORGANIZERS IN THE STATEMENT OF WILLINGNESS TO REFUND (Case Study "2024 BTOB Fancon Our Dream In Jakarta")

Jihan 'Izza Pranata Kusumastuti³, Murti Pramuwardani Dewi⁴

ABSTRAK

This study is aimed at finding out and analyzing the legal protection for consumers who are affected by the deduction of refund funds for the purchase of tickets for the 2024 BTOB Fancon Our Dream in Jakarta concert which was canceled by the concert organizer and to find out and analyze the validity of the statement of willingness to refund BTOB concert tickets.

This study uses a normative-empirical type of research and is descriptive. The research material uses literature research obtained from studying primary, secondary, and tertiary law and field research to obtain primary data. In this study, purposive sampling techniques were used in sampling. The method of collecting secondary data is through literature studies and primary data through interviews with respondents and resource persons. The data collected both in literature research and field research are then analyzed qualitatively.

The results of the research and discussion show that the BTOB concert ticket refund mechanism applied by business actors does not provide optimal legal protection for consumers. There is a standard clause related to the deduction of refund funds without a clear legal basis and without transparency of information, this action has violated Article 4 letter c, Article 7 letter b and g, and Article 19 paragraph (2) of the UUPK. In addition, the validity of the statement of willingness to refund BTOB concert tickets is considered invalid because it does not comply with Article 1320 of the Civil Code. Even though it is in the form of a deed under hand, the validity of the letter is still determined by the fulfillment of the conditions for the validity of the agreement. The conclusions in this study: (1) Business actors do not carry out their legal obligations responsibly and fairly, thereby causing losses to consumers; (2) The statement of willingness to refund BTOB concert tickets does not have binding legal force and cannot be used as a basis to limit or remove consumer rights.

Keyword: Legal Protection, Concert, Exoneration Clause

³ S-1 Student of the Department of Civil Law, Faculty of Law, Gadjah Mada University, Yogyakarta (email: jihan.izza.pranata.kusumastuti@mail.ugm.ac.id).

⁴ Lecturer at the Department of Civil Law, Faculty of Law, Gadjah Mada University, Yogyakarta (email: murti.pramuwardani@mail.ugm.ac.id).