

# Business operator liability according to Article 19 of Law Number 8 of 1999 in the case of Wedding Organizer Ayu Puspita

Desi Wulandari<sup>1</sup>, Bintang Hidayah Ath Thariq<sup>2</sup>, Dewi Indriyanti<sup>3</sup>, Meyfa Wulandari<sup>4</sup>, Tohadi<sup>5</sup>  
<sup>1,2,3,4,5</sup>Faculty of Law, Universitas Pamulang, Banten, Indonesia

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## ABSTRACT

The case of the wedding organizer Ayu Puspita illustrates the unresolved legal problem concerning the extent of business operator liability when service performance fails to meet contractual expectations. The disparity between the promised service package and its actual execution resulted in both material and immaterial losses to consumers, raising questions regarding the effectiveness of Article 19 of Law Number 8 of 1999 on Consumer Protection. This study analyzes the legal construction of business operator liability in wedding organizer service agreements and evaluates the extent to which Article 19 provides a substantive basis for determining compensation. This research employs a normative juridical method using statutory and conceptual approaches, supported by primary legislation and secondary legal literature. The findings indicate that although Article 19 normatively establishes a clear obligation for business operators to compensate consumer losses, its implementation in the wedding service sector remains inconsistent due to weak compliance, asymmetric bargaining positions, and limited consumer legal awareness. The study contributes to the development of consumer protection law by demonstrating that service-based transactions—particularly wedding services—require a more explicit operational framework for business operator liability to prevent legal uncertainty. Strengthening preventive legal awareness and enforcement mechanisms is therefore necessary to ensure fairness and legal certainty for consumers in the provision of wedding services.

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## Corresponding Author:

Desi Wulandari

Faculty of Law, Universitas Pamulang

Jl. Suryakencana No.1, Pamulang Bar., Kec. Pamulang, Kota Tangerang Selatan, Banten 15417

Email: desiwd0712@gmail.com

## 1. INTRODUCTION

Economic development in modern society is characterized by increasingly complex legal relationships between businesses and consumers, particularly in the service sector. (N. M. Sari, Subagyono, and Chumaida 2024). These relationships are often unbalanced, given that businesses generally have advantages in terms of information, experience, and technical mastery of the goods and/or services offered. (Anggraini and Hartantien 2024). On the other hand, consumers tend to be in a more vulnerable position due to their limited legal knowledge, low bargaining power, and dependence on the promises and representations made by business actors. This imbalance has the potential to cause losses for

consumers if business actors do not carry out their obligations responsibly. (Fista, Machmud, and Suartini 2023). Therefore, the existence of legal instruments that provide guarantees for the protection of consumer rights is very important to create justice and legal certainty in economic activities. (Rasyad and Ramadani 2024).

One service sector that exhibits characteristics of consumer vulnerability is wedding organizer services. Wedding organizers play a role in designing, coordinating, and implementing the entire series of wedding events, from the planning stage to the day of the event. These services are intangible, so the quality of their fulfillment is highly dependent on the professionalism, commitment, and good faith of the business actors. (Bhagaskara and Tarina 2024). Consumers generally entrust the execution of wedding events, which have high emotional and social value, entirely to Wedding Organizers based on agreements set forth in contracts. If the services are not performed as agreed, the losses suffered by consumers are not only material but also immaterial, which are often difficult to recover. (Susanty 2024).

Legally, the legal relationship between Wedding Organizers and consumers is based on a service agreement that creates rights and obligations for the parties. (Siregar 2024). Within the framework of consumer protection law, Wedding Organizers are classified as business actors, while their service users are classified as consumers as stipulated in Law Number 8 of 1999 concerning Consumer Protection. This law not only regulates consumer rights but also affirms the obligations and responsibilities of business actors for losses suffered by consumers due to the use of goods and/or services. (Rasyad and Ramadani 2024). Article 19 of the Consumer Protection Law explicitly states that business actors are responsible for providing compensation for losses incurred, whether in the form of refunds, replacement services, or other forms of compensation in accordance with the provisions of the legislation. (Yuliska 2024).

In practice, there are many cases where service providers are negligent or even fail to fulfill their obligations as agreed. (N. Sari and Sumaragatha 2025). One example that attracted public attention was the case of Wedding Organizer Ayu Puspita, which caused losses to its consumers due to the failure to fulfill the agreed services. This case reflects the gap between the legal protection promised by laws and regulations and the reality experienced by consumers in the field. This condition raises questions about the extent to which the responsibility of business actors is actually carried out and the effectiveness of Article 19 of the Consumer Protection Law in providing legal protection for service consumers. (Sepriani and Sudiro 2025).

Previous studies have discussed consumer protection and business operator liability, both in the context of breach of contract and unlawful acts. (Fajriana 2021). However, most studies still focus on the tangible goods or services sector, while studies that specifically discuss the liability of wedding organizers as service providers are still relatively limited. Additionally, research linking the provisions of Article 19 of the Consumer Protection Law to specific cases in the wedding services sector has not been conducted in depth. (Attirmidzi and Rizka 2022). Thus, an approach is needed that is not only normative but also links legal norms with empirical facts to assess the suitability between legal provisions and actual practices. (Dewayani et al. 2023).

In this context, legal issues arise that warrant in-depth study, particularly those related to the implementation of the Wedding Organizer's responsibility for losses suffered by its consumers. The lack of clarity regarding the fulfillment of services, the form of liability provided, and the compensation mechanism that consumers should receive raises the need to assess how the responsibility of service providers is implemented in practice. In addition, it is important to analyze the extent to which the provisions of Article 19 of Law Number 8 of 1999 can serve as an effective legal basis for protecting the rights of consumers of Wedding Organizer services, especially when there is a failure or negligence in the provision of services as experienced in the case of Wedding Organizer Ayu Puspita.

Based on this description, this study attempts to examine the legal responsibility of Wedding Organizers in the Ayu Puspita case with reference to the provisions of Article 19 of Law Number 8 of 1999. The approach used focuses on normative juridical analysis combined with a study of the facts of the case, so as to provide a comprehensive picture of the implementation of the responsibilities of service providers. (Miasiratni 2024). The novelty of this study lies in its focus on Wedding Organizer services as part of the service sector that has minimal technical regulations, as well as its analysis of the relationship between the norms of business operator responsibility and the actual losses experienced by consumers. It is hoped that this study can contribute academically to the development

of consumer protection law and serve as a practical reference for improving legal protection for service consumers in Indonesia.

## 2. METHOD

This research is normative legal research using a normative-juridical approach that examines positive legal norms, particularly the provisions of Article 19 of Law Number 8 of 1999 concerning Consumer Protection. The approaches applied consist of the statutory approach and the conceptual approach. The statutory approach is used to examine the legal provisions regulating the rights and obligations of business actors and consumers, while the conceptual approach is used to analyze legal doctrines and academic views relating to business operator liability in service agreements (J. S. Sinaga & Silubun, 2024).

The legal research technique in this study was carried out through several stages. First, identification and collection of legal materials, including primary legal materials in the form of Law Number 8 of 1999 concerning Consumer Protection and the Indonesian Civil Code, as well as secondary legal materials consisting of books, journal articles, and academic works relevant to consumer protection law and business operator liability. Second, classification and selection of legal materials according to research themes relating to the responsibility of business actors in the provision of services. Third, legal interpretation and analysis, conducted qualitatively using grammatical, systematic, and teleological interpretation methods to assess the meaning, structure, and objectives of Article 19 of the Consumer Protection Law. Through these techniques, the study evaluates the alignment between legal norms and the implementation of liability in Wedding Organizer service agreements (Sumintardirja & Muliya, 2023).

The Ayu Puspita Wedding Organizer case was purposively selected as the unit of analysis because it reflects a real dispute involving consumer losses resulting from the failure of a service provider to fulfill contractual performance. This case clearly presents legal issues relating to business operator liability, compensation, and the enforcement of consumer rights under Article 19 of the Consumer Protection Law. In addition, the case gained public attention and illustrates the vulnerability of consumers in the wedding services sector, thereby making it relevant and representative for normative legal assessment.

This study is limited to the analysis of civil and consumer-law aspects of liability arising from the failure of Wedding Organizer service performance. The discussion focuses specifically on the interpretation and application of Article 19 of Law Number 8 of 1999 in determining the obligation of business actors to provide compensation to consumers. The research does not analyze criminal liability, business licensing, taxation aspects, or dispute settlement procedures beyond what is directly related to consumer protection law. Furthermore, the study is normative in nature and therefore does not involve empirical data collection from parties involved in the case.

Through these methodological boundaries, the study aims to present a focused and doctrinally grounded analysis of business operator liability in Wedding Organizer service agreements in Indonesia.

## 3. RESULTS AND DISCUSSION

### 3.1 Implementation of Ayu Puspita Wedding Organizer's Responsibilities to Consumers

#### 3.1.1 Legal Position of Wedding Organizers and Consumers in Service Agreements

In the provision of wedding services, a wedding organizer qualifies as a business operator under Law Number 8 of 1999 concerning Consumer Protection. Business operators are not limited to traders of goods but include all parties who conduct profit-oriented business activities in the services sector (Putri et al. 2025).. In this sense, Ayu Puspita Wedding Organizer clearly falls within the legal category of a business operator and is therefore subject to the obligations, responsibilities, and prohibitions stipulated under the Consumer Protection Law.

Conversely, consumers in this legal relationship are individuals who use wedding organizer services for personal, non-commercial purposes. Their position is structurally weaker than that of business actors, particularly because consumers have no control over the implementation process and can only assess service quality after performance occurs (Gijoh 2025). This dependency reinforces the urgency of strong legal protection for consumers, not merely as a moral demand but as a juridical necessity.

The legal relationship between the parties arises from a contractual service agreement that establishes reciprocal rights and obligations. Once the agreement is formed, the wedding organizer is legally bound to deliver services as promised, while consumers are obligated to make payment. Failure to carry out these obligations gives rise to legal consequences in the form of claims for performance or compensation (Tatianna and Putra 2025).

In this regard, the principles of consensualism and good faith are fundamental. An agreement becomes binding once consensus is reached, while the principle of good faith requires that contractual performance be carried out honestly, reasonably, and responsibly (Wibowo 2020). From the perspective of this study, a wedding organizer must therefore be regarded not only as a business operator but as a professional trustee of the consumer's personal and emotional interests. Thus, any deviation from professional standards constitutes not merely a contractual shortcoming but a violation of the good-faith principle underlying consumer protection. This study takes the position that the principle of good faith must be interpreted strictly in wedding service agreements, given the high-risk consequences of negligent performance.

### 3.1.2 The Case of Wedding Organizer Ayu Puspita

The case began with a service agreement in which the consumer entrusted the planning and execution of the wedding ceremony entirely to Ayu Puspita Wedding Organizer. The consumer not only paid a service fee Eleanora, (2018), but also relied on the professional accountability of the wedding organizer to ensure the success of a once-in-a-lifetime event.

However, various failures occurred during implementation (Pembayun and Gunawan 2025). Several essential services were either not provided or delivered below the agreed standard, resulting in disruption to the wedding ceremony and disappointment for the consumer. This reflects a clear disparity between contractual expectations and actual performance. The comparison below illustrates these discrepancies and the resulting losses:

**Table 1.** Comparison of Services with Implementation and Legal Consequences

Promised Services	Implementation Conditions	Legal Consequences and Consumer Losses
Full coordination of the wedding event	Not optimally implemented	The event ran irregularly, consumers suffered immaterial losses
Provision of vendors as agreed	Some vendors were not available	Consumers incur additional costs
Event implementation according to the rundown	Rundown not adhered to	Loss of important moments in the event
Professional and responsible service	Lack of responsiveness and inadequate presence	Disappointment and psychological pressure arise

These facts show that the business actor failed to fully carry out its legal obligations. The wedding organizer should have demonstrated proactive coordination and managerial responsibility, but instead displayed passive and negligent conduct. From the standpoint of this research, such conduct represents a substantive breach of service responsibility, not merely a technical shortfall. Therefore, the position taken in this study is that the business actor's failure in this case qualifies as legally relevant negligence, triggering liability under consumer protection principles (Rosidaha & Karjokob 2025).

### 3.1.3 Negligence and Failure to Fulfill Performance

Based on the above facts, the conduct of Ayu Puspita Wedding Organizer constitutes a failure to fulfill contractual performance. In civil law, such failure is classified as breach of contract, particularly in the form of non-performance (Randi 2023). The organizer did not merely provide imperfect services; it failed to meet key contractual obligations that formed the core purpose of the agreement (Sobirin and Choeriyah 2024).

The performance promised in a wedding organizer service agreement is closely related to the quality and completeness of the wedding event. In the context of intangible services, performance fulfillment is not measured by the physical existence of an item, but rather by the results and service process directly experienced by the consumer. (Cahyono and Adriaman 2024). When service delivery fails to meet agreed standards, performance must be deemed substantially unfulfilled (Budiati, 2019). This research therefore affirms that the failures in this case legally amount to negligence.

The elements of fault can be identified as follows: The existence of a legal obligation, namely the obligation to perform services in accordance with the agreement and consumer protection provisions. The existence of a breach of obligation, in the form of failure to fulfill the promised

services. The existence of consumer losses, both material and immaterial. The existence of a causal relationship between the negligence of the Wedding Organizer and the losses suffered by consumers.

These fulfilled elements confirm that negligence did occur (Amaliya et al. 2025). From the standpoint of this study, such negligence creates a clear basis for liability both in contract and under consumer protection law, which grants consumers a stronger legal standing than ordinary contractual remedies (N. A. Sinaga and Sulisrudatin 2015). Accordingly, this study asserts that consumers are legally entitled to compensation under Article 19 of the Consumer Protection Law.

### 3.1.4 Impact of Losses Suffered by Consumers

The failure of the Wedding Organizer Ayu Puspita to fulfill its obligations has caused various forms of losses for consumers. These losses are not only limited to financial aspects but also include non-economic losses that directly impact the psychological condition of consumers. (Fahrurozi and Faslah 2025). In the context of wedding services, immaterial losses often carry the same weight or even greater weight than material losses, considering that a wedding is an event with high emotional value. The following is a classification of the types of losses experienced by consumers in the case of Wedding Organizer Ayu Puspita:

**Table 2.** Classification of Losses Experienced by Consumers

Type of Loss	Form of Loss	Description
Material Loss	Payment for WO services	Not commensurate with the services received
	Additional vendor costs	To cover service shortcomings
Immaterial Losses	Emergency expenses	Sudden solutions during the event
	Psychological pressure	Stress and disappointment before and during the event
	Loss of sacred moments	The event cannot be repeated
	Embarrassment and discomfort	Experienced in front of family and guests
	Decreased trust	Towards wedding service providers

The losses suffered by consumers in the case of Wedding Organizer Ayu Puspita can be classified into two main types, namely material losses and immaterial losses. Material losses are losses that can be assessed in tangible and economic terms, usually directly related to expenses or loss of property experienced by consumers. (Y. S. Wulandari and Rismansyah 2025). In the context of this case, material losses are evident from the payment for the Wedding Organizer's services, which was not commensurate with the services received, as well as the additional costs that consumers had to incur to replace the unfulfilled services, such as providing alternative vendors and emergency expenses during the event. (B. T. Wulandari and Alam 2018). These material losses are concrete in nature, can be calculated in nominal terms, and are relatively easier to prove legally because they are directly related to the financial transactions made by consumers.

Consumers also suffered immaterial losses such as psychological distress and social embarrassment (Juwitasari et al. 2021). This study adopts the position that immaterial losses in wedding service disputes must be recognized as legally relevant harm, because the service concerns deeply personal interests that cannot be economically reproduced. The causal link between the negligence of the wedding organizer and the losses incurred is direct and undisputed (Ritonga, Muhlizar, and Nasution 2025). Therefore, the legal conclusion of this study is that the elements of liability under Article 19 of Law Number 8 of 1999 are fully satisfied, entitling consumers to compensation (Puspitasari and Setjoatmadja 2025).

## 3.2 Responsibility of Service Business Operators According to Article 19 of Law No. 8 of 1999

### 3.2.1 The Concept of Business Operator Responsibility in the Consumer Protection Law

Law Number 8 of 1999 concerning Consumer Protection places the responsibility of business actors as one of the key pillars in realizing legal protection for consumers. Responsibility in this context is not merely moral, but constitutes a legal obligation to bear the consequences of business activities that cause consumer loss (Kuntag, Kalalo, and Wahongan 2021). Thus, business actors are not only bound by what is expressly agreed upon in contracts, but are also accountable for risks arising from the use of their goods and/or services (Putra and Siddiq 2025).

This construction reflects the essence of consumer protection law, namely the protection of parties who are structurally weaker in market relations (Zalil et al., 2026). Because business actors exercise greater control over the design, quality and execution of services, the law reasonably

allocates a heavier responsibility burden to them. Therefore, in principle, business actors may not easily relieve themselves of responsibility when consumer losses occur (Nasution et al. 2025).

A crucial distinction must therefore be drawn between contractual liability and liability under the Consumer Protection Law. Contractual liability arises from the will of the parties and is limited to what is agreed upon (Wulansari & Primantari 2025). Meanwhile, liability under the Consumer Protection Law is statutory, imperative and cannot be waived by agreement, including through exoneration clauses (Robinson, Gultom, and Simbolon 2025). From the perspective of this study, this means that even where contracts attempt to limit liability, business actors remain bound by statutory obligations to consumers.

Within this legal structure, Article 19 plays a strategic role. The provision expressly obliges business actors to compensate for losses suffered by consumers arising from the use of goods and/or services (Fajriawati 2023). The orientation of this article is recovery of consumer rights rather than mere contractual enforcement (Quintarti 2024). Accordingly, this study adopts the position that Article 19 establishes a strict and inescapable liability regime for business actors in consumer transactions, including service sectors such as wedding organizers.

### 3.2.2 Forms of Compensation According to Article 19 of the Consumer Protection Law

Article 19 regulates the forms of compensation that must be provided by business actors in the event of consumer loss. Compensation is not uniform, but must be adjusted to the nature and extent of the loss suffered (Suka, et al., 2024).

**Table 3.** Forms of Compensation According to Article 19 of the Consumer Protection Law

Form of Compensation	Description
Refund	The money paid by the consumer is returned
Replacement with similar services	The service is replaced with an equivalent service
Repair or re-performance of services	The business operator repairs the service failure
Financial compensation	Payment of a sum of money as compensation for losses
Compensation	Form of recovery for non-economic losses
Other equivalent forms	Adjusted to the agreement and legal provisions

The above classification shows that Article 19 offers restorative flexibility so long as the objective of compensation is to restore the consumer to his or her rightful position. In the service sector, such flexibility is crucial because the harm suffered is often multifaceted and cannot be remedied by a single form of compensation. Accordingly, business actors bear the obligation to determine the fairest and most proportionate form of recovery.

The law also requires that compensation be provided within a maximum of seven days from the date of transaction or agreement on the form of compensation (Dzuhriyan, et al., 2024). This time limitation serves to prevent deliberate delay and reinforces the principle of legal certainty (Guntara, Dadang, and Ahmad 2021). From the viewpoint of this research, this means that delay in providing compensation itself may be regarded as a further form of legal non-compliance.

Consumers are also granted the choice of dispute-resolution channels, whether directly with business actors, through consumer protection bodies, or through the courts (Pauth 2018). Although certain exceptions to liability exist such as consumer fault or force majeure these must be strictly proven by the business actor (Syafrida and Marbun 2020). Thus, the burden of proof in consumer law doctrine tends to favor consumers. This study affirms that Article 19 represents a pro-consumer liability model that prioritizes corrective justice over freedom of contract.

In wedding organizer services, the relevance of Article 19 is particularly strong because service failure directly affects deeply personal consumer interests. Therefore, compensation cannot be interpreted narrowly as refund alone but may extend to other reasonable forms of redress. This research accordingly positions wedding organizer liability as a concrete application of Article 19 in the intangible services sector.

### 3.2.3 Application of Article 19 of the Consumer Protection Law to the Ayu Puspita Wedding Organizer Case

#### a. Consistency of the Facts of the Case with the Elements of Article 19 of the Consumer Protection Law

The application of Article 19 to the case of Wedding Organizer Ayu Puspita can be analyzed through the fulfillment of the elements contained in the provision. The first element is the existence of a business operator, which in this case has been fulfilled because Wedding Organizer Ayu Puspita runs a commercial service business. The second element is the existence of consumers who use the service, namely the party who entrusts the organization of their wedding to the Wedding

Organizer. The next element is the existence of losses suffered by consumers as a result of using the services. As described in the previous section, consumers suffered both material and immaterial losses due to the failure to perform the services. With these elements fulfilled, Article 19 of the UUPK can be applied in the case of Wedding Organizer Ayu Puspita. (Widjiastuti, Kartiko, and Rosmaya 2025).

#### b. The Obligations of Wedding Organizers as Service Providers

As service providers, wedding organizers have an obligation to perform services in accordance with the agreed standards and the provisions of laws and regulations. This obligation includes the responsibility to ensure the smooth running of the event, fulfill all promised services, and protect the interests of consumers. Failure to fulfill these obligations is not only a contractual violation but also a violation of the provisions of the UUPK. In the context of Article 19, the obligations of Wedding Organizers do not stop at the provision of services but also include the obligation to provide compensation in the event of losses. (Manurung, Panjaitan, and Saragi 2025). Thus, Wedding Organizers should actively take steps to recover the losses suffered by consumers, without having to wait for legal action.

#### c. Implementation of Business Operator Responsibility in the Case of Wedding Organizer Ayu Puspita

Based on the available facts, the implementation of responsibility by Wedding Organizer Ayu Puspita has not shown compliance with the provisions of Article 19 of the UUPK. The absence of adequate recovery efforts for consumer losses indicates that business operator responsibility has not been properly implemented. This condition reinforces the argument that the business operator has neglected its legal obligations. (Alzikri and Ramadhan 2024). Normatively, such actions or negligence can be considered a violation of the principle of consumer protection. Business actors have not only failed to fulfill their obligations, but also failed to carry out their compensation obligations as stipulated in the law. This places consumers in a disadvantaged position and demonstrates the weak compliance of business actors with applicable legal norms. (Sahrul, Hasanah, and Jiwantara 2023). This research therefore asserts that the organizer's conduct represents a clear breach of statutory consumer-protection responsibility.

### 3.2.4 Implications of the Application of Article 19 on the Protection of Wedding Organizer Services Consumers

The application of Article 19 in this case confirms its strong potential as a protective mechanism for service consumers. The provision strengthens consumers' bargaining position by granting a statutory right to compensation. However, the effectiveness of this protection is highly dependent on the legal awareness and compliance of business actors. Therefore, this study takes the position that strengthening legal literacy among service-sector entrepreneurs is a substantive necessity, not merely administrative formality (Juniardana, Ardhya, and Dantes3 2025).

In addition, Article 19 functions both preventively and repressively. Preventive protection arises through the obligation of prudence, while repressive protection occurs through compensation and dispute-resolution mechanisms (Prayuti et al. 2025). This dual function demonstrates that liability rules are not solely punitive but educational. Accordingly, this study concludes that Article 19 serves as a transformative regulatory instrument encouraging professional, responsible, and consumer-oriented business conduct in the wedding services sector.

## 4. CONCLUSION

Based on the description of the results and discussion presented, it can be concluded that the issues formulated in the Introduction regarding the implementation of Ayu Puspita Wedding Organizer's responsibility to consumers and the application of the provisions of Article 19 of Law Number 8 of 1999 concerning Consumer Protection have been answered systematically and comprehensively. The analysis of the legal position of the parties, the facts and chronology of the case, the form of negligence in fulfilling performance, and the impact of losses suffered by consumers shows that there is a discrepancy between the obligations of business actors and the standards of responsibility set out in legislation. Thus, there is consistency between the research objectives set out in the Introduction and the findings presented in the Results and Discussion sections, particularly in assessing the responsibility of wedding organizer service providers from the perspective of consumer protection law. The results of this study are expected to open up prospects for broader legal studies,

both in terms of deepening consumer protection norms in the creative services sector and in terms of the implementation of business operator responsibilities in practice. The findings regarding the weak fulfillment of obligations and compensation by wedding organizers can be the basis for further research examining the effectiveness of consumer dispute resolution mechanisms, the role of consumer protection agencies, and the strengthening of technical regulations in the field of wedding services. In addition, the results of this study also have practical prospects as a practical reference for wedding organizer business actors to improve legal compliance and service quality, as well as for consumers as a basis for understanding their rights in service legal relationships, thereby creating balance and legal certainty in the practice of wedding services in Indonesia.

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