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Liability of business actors in the distribution chain for the sale of expired food products in minimarkets

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Abstract
Introduction: The circulation of expired food products in minimarkets constitutes a consumer protection issue involving various parties within the distribution chain, ranging from producers and distributors to minimarkets as final sellers. This condition raises legal concerns regarding the parties who bear responsibility and the forms of legal liability owed to consumers who suffer losses under the applicable consumer protection and food laws and regulations.
Research Objectives: This study aims to analyze the liability of business actors within the distribution chain for the sale of expired food products in minimarkets and to examine the forms of liability that may be imposed on or provided by business actors to consumers who suffer losses as a result of the circulation of such products.
Research Methods: This study employs a normative legal research method using a statutory approach and a conceptual approach. The legal materials consist of primary, secondary, and tertiary legal materials obtained through a literature review and analyzed qualitatively by describing and interpreting legal provisions relevant to the research problem.
Results and Discussion: The results of the study indicate that liability for the sale of expired food products in minimarkets is cumulative and proportional to the degree of fault or negligence of each business actor. Minimarkets bear direct responsibility toward consumers because they have a transactional relationship with consumers and an obligation to ensure that the products they sell are fit for consumption and have not expired. Meanwhile, distributors and producers may also bear liability when the losses are caused by negligence in the storage, distribution, or quality assurance of the products. Forms of liability may include civil liability arising from breach of contract (*wanprestasi*) under Article 1243 of the Indonesian Civil Code and liability for unlawful acts under Article 1365 of the Indonesian Civil Code, with compensation as provided for under Article 19 of the Consumer Protection Law; administrative liability in the form of sanctions imposed by the Food and Drug Authority (BPOM); and criminal liability under Article 140 of the Food Law, which provides for imprisonment for a maximum of two years or a fine of up to IDR 4,000,000,000.00. Dispute resolution may be pursued through both non-litigation and litigation mechanisms in accordance with the applicable laws and regulations.

Keywords: Liability, business actors, distribution chain, expired food products

Introduction

Food safety is a fundamental aspect of consumer protection because it is closely related to public health, safety, and quality of life. In modern commerce, minimarkets have become an important means of meeting consumers' food needs by providing convenient access, widely distributed locations, and a diverse range of products. As retailers that interact directly with consumers, minimarkets constitute an important part of the food distribution chain. However, food safety is influenced by every stage of the distribution process, from production and storage to the sale of products. One issue that requires particular attention is the circulation of food products that have passed their expiration dates, as such products may pose health risks to consumers [1].

Consumer protection against expired food products has a legal basis under Law Number 8 of 1999 concerning Consumer Protection (Consumer Protection Law/UUPK) and Law Number 18 of 2012 concerning Food (Food Law). Article 7 letter d and Article 8 paragraph (1) letter a of the UUPK require business actors to guarantee product quality and prohibit the distribution of goods that fail to meet applicable standards. Furthermore, Article 19 paragraph (1) stipulates the obligation of business actors to provide compensation for losses suffered by consumers. These provisions are reinforced by the Food Law and Food and Drug Authority Regulation Number 31 of 2018 concerning Processed Food Labels, which regulates information regarding expiration dates. Accordingly, business actors have a legal obligation to ensure the safety and suitability of food products placed on the market [2].

Despite the existence of a legal framework, the sale of expired food products continues to be identified through inspections conducted by the Food and Drug Authority (BPOM). During 2021–2022, BPOM identified tens of thousands of products that failed to comply with applicable requirements, with expired food products constituting one of the most significant findings. During inspections conducted in 2023–2024, expired food products were again found at various distribution facilities, including during the 2024 Ramadan inspection period. This issue continued into early 2026, when 23,776 expired food products were identified among 1,134 inspected facilities [3, 4, 5, 6, 7]. These data indicate that the circulation of expired food products is a recurring problem associated with the effectiveness of supervision and control mechanisms throughout the distribution chain.

The issue becomes more complex because food distribution involves various business actors, including producers, distributors, suppliers, and minimarkets. Expired products may reach consumers as a result of improper storage, delays in distribution, failure to inspect expiration dates, or inadequate inventory control. One inventory control method that can be applied is the First In First Out (FIFO) method, whereby products that enter the inventory first must be released or sold first. Sihombing, Wandana, and Indra demonstrated that the implementation of FIFO can assist in controlling inventory and preventing the accumulation of older products [8].

Several previous studies have examined consumer protection and the liability of business actors in relation to expired food products. Karunia, Suhartana, and Zuhairi examined the liability of business actors for expired food products in Ampenan District, while Putri, Wahyuni, and Aldawiah discussed legal protection for consumers who purchase expired food products. Purwito also examined legal protection and the liability of business actors in relation to expired sugar products [9, 10, 11]. These studies demonstrate the importance of holding business actors accountable; however, they have not specifically examined the allocation of liability based on the respective positions of business actors within the distribution chain until expired food products are ultimately sold in minimarkets.

This research gap is important to address because the sale of expired food products may involve more than one business actor. In practice, producers may attribute responsibility to distributors, distributors may shift responsibility to minimarkets, while minimarkets may consider the negligence to have occurred at the operational level. Such circumstances may create uncertainty regarding which party is legally obligated to compensate consumers. In addition to material losses, consumers may also suffer non-material losses in the form of physical or emotional distress, anxiety, loss of time and effort, and diminished trust in business actors [12]. Therefore, an analysis is required that places responsibility not only on the final seller but also on each business actor according to its respective role within the distribution chain.

This study aims to analyze the parties responsible for the sale of expired food products in minimarkets and the forms of liability that may be imposed on business actors for consumer losses. The novelty of this study lies in its analysis of liability based on the respective positions of business actors throughout the distribution chain, by linking legal obligations, inventory control, and consumer protection. Academically, this study is expected to contribute to the development of consumer protection law, particularly regarding liability in the distribution of food products. Practically, this study is expected to provide consumers, business actors, and the government with a better understanding of their respective obligations and the mechanisms for imposing liability in relation to the circulation of expired food products.

Research Methods

This study constitutes normative legal research that examines various legal norms, principles, and statutory provisions relating to the liability of business actors in the distribution of expired food products. The study employs a statutory approach and a conceptual approach to analyze the relevant legal provisions and concepts associated with the research problem. The legal materials used in this study consist of primary, secondary, and tertiary legal materials obtained through a literature review. All legal materials were subsequently analyzed qualitatively by examining, interpreting, and correlating the relevant legal provisions with applicable legal concepts in order to determine the parties responsible and the forms of legal liability arising from the circulation of expired food products in minimarkets.

Results and Discussion

Parties Responsible for the Sale of Expired Food Products in Minimarkets

Determining the parties responsible for the sale of expired food products in minimarkets must be assessed based on the position and role of each party within the food distribution chain. The distribution chain does not only involve minimarkets as sellers to consumers but also includes producers and distributors who have obligations at earlier stages. Therefore, legal liability cannot automatically be imposed solely on the party conducting the final transaction with the consumer. Each business actor has an obligation to ensure that food products that are produced, stored, distributed, and traded continue to meet the requirements of safety, quality, and suitability for consumption. In the context of consumer protection, business actors are also obligated to ensure that the goods they trade do not cause losses to consumers [8].

The legal relationships among producers, distributors, minimarkets, and consumers are essentially established through different relationships at each stage of the distribution process. Producers have a legal relationship with distributors through distribution or sales agreements, while distributors may have either a sales relationship or a consignment relationship with minimarkets. Meanwhile, the relationship between minimarkets and consumers is established through a sales transaction when consumers purchase the products. These differences in legal relationships affect the determination of the party bearing liability when distributed food products have expired. In contractual relationships, a violation of agreed obligations may give rise to liability on the basis of breach of contract, while with respect to consumers, liability may arise from a violation of business actors' obligations as stipulated under consumer protection provisions or from an unlawful act [13].

Producers are parties positioned at the initial stage of the distribution chain and bear fundamental responsibility for the safety and quality of food products. Such responsibility covers the production process, use of raw materials, packaging, initial storage, and the provision of information concerning shelf life and expiration dates. If the expiration date stated on a product is not properly determined or the product is damaged due to a production process that fails to meet the applicable standards, the producer may be held liable for the resulting losses. Likewise, if a producer distributes products with an inadequate shelf life such that the products are likely to expire before reaching consumers, such circumstances indicate a failure to fulfill the obligation to guarantee product quality. Accordingly, the producer's liability does not cease when the product is delivered to the distributor but continues to attach to the quality and safety of the products it produces [14].

In addition to producers, distributors occupy an important position because they are responsible for the storage and distribution of products before they reach minimarkets. Distributors are required to ensure that the products stored and delivered remain within their permitted distribution period, are not damaged, and comply with the required storage conditions. Negligence in warehouse management, such as storing products under inappropriate conditions, failing to inspect expiration dates, or delivering products with an inadequate remaining shelf life, may constitute grounds for imposing liability on distributors. Where a distributor delivers products that have already expired or have an insufficient remaining shelf life, liability may arise because the distributor has failed to fulfill its obligation to ensure the suitability of the products before distribution. Thus, the fact that a distributor is not the party directly conducting the transaction with the consumer does not eliminate the possibility of legal liability if its negligence is proven to have caused the circulation of expired products [15].

Inventory management is one of the important aspects in preventing the circulation of expired food products. One relevant method is the First In First Out (FIFO) method, which is an inventory management principle whereby products that enter the inventory first are released first. The implementation of FIFO can help prevent products that have been stored for longer periods from being left behind in warehouses or on sales shelves until they pass their expiration dates. In the context of food distribution, the implementation of such a system is not merely a technical inventory management issue but is also related to the obligation of business actors to monitor the goods they trade. If distributors or minimarkets fail to properly implement an inventory rotation system, products with shorter remaining shelf lives may be left behind and ultimately remain within the sales chain after passing their expiration dates [12].

At the minimarket level, liability becomes more direct because minimarkets are the parties that interact directly with consumers and conduct sales transactions. Before products are placed on shelves, minimarkets should inspect the condition of the goods, their expiration dates, and the conformity of the products with the prescribed standards. Such inspections should not only be conducted when the goods are received from distributors but should also be carried out periodically while the products remain under the control of the minimarket. This is important because even if the products are not expired when initially received, they may expire while remaining in the minimarket's inventory. Therefore, negligence in inspecting inventory and expiration dates may constitute grounds for imposing liability on the minimarket if the products are subsequently sold to consumers [9].

The obligations of minimarkets are also related to the implementation of inventory control systems and the removal of products from sales shelves. Products that are approaching or have passed their expiration dates must immediately be separated from products that remain fit for sale and must not remain available for purchase by consumers. Consistent implementation of FIFO can help minimarkets reduce the risk of older products being left behind; however, such a system does not eliminate the obligation to directly inspect expiration dates. Monitoring remains necessary because the expiration dates of individual products may differ even when the products entered the inventory during the same period. Therefore, if a minimarket continues to sell expired products due to inadequate inspection and inventory control, such negligence may constitute grounds for liability toward consumers [16].

From the perspective of the relationship with consumers, minimarkets are the parties bearing the most direct responsibility. Consumers generally do not know the production, storage, and distribution processes of a product before it reaches the shelves of a minimarket. Consumers rely solely on the information provided on the packaging and on the assurance that products available for sale meet the requirements of safety and suitability for consumption. This condition demonstrates an imbalance in the position between consumers and business actors, and therefore consumer protection law imposes an obligation on business actors to ensure the safety of the goods they trade. If consumers purchase and consume expired food products and subsequently suffer losses, the minimarket, as the party conducting the direct transaction, cannot simply transfer its liability to the distributor or producer without first fulfilling its obligations toward the consumer [17].

Nevertheless, the liability of minimarkets toward consumers does not mean that producers and distributors are automatically released from liability. The determination of liability must still take into account the cause of the product's expiration. If a product has expired due to an error in determining its expiration date or a defect in the production process, the producer may be held liable. If a product becomes damaged or expires due to improper storage, failure to rotate inventory, or the distributor's negligence in conducting inspections before delivery, the distributor may also bear liability. Conversely, if the product remains fit for consumption when received but subsequently expires because the minimarket fails to conduct proper monitoring and continues to sell the product to consumers, the liability primarily rests with the minimarket. Accordingly, the determination of liability must be based on the causal relationship between the actions or negligence of each party and the losses suffered by consumers [18].

Based on the foregoing discussion, it can be affirmed that the parties responsible for the sale of expired food products in minimarkets are, in principle, those proven to have violated or neglected their legal obligations at each stage of the distribution chain. The minimarket is the party bearing the most direct responsibility toward consumers because it conducts the sales transaction and has the final obligation to ensure that products placed on its shelves remain safe and have not passed their expiration dates. However, such liability may extend to distributors and producers if it is proven that the expired products resulted from errors or negligence occurring at the distribution or production stage. Therefore, liability in cases involving expired food products should not be imposed absolutely on only one party but must instead be determined based on each party's contribution to the occurrence of the violation and the resulting consumer losses. This approach is consistent with the principle of business actor liability, which places consumer protection as the primary objective while ensuring that every party within the distribution chain fulfills its obligations responsibly [10].

Forms of Liability of Business Actors in the Distribution Chain for Losses Resulting from the Sale of Expired Food Products

The liability of business actors within the distribution chain for consumer losses resulting from the sale of expired food products is essentially not limited to reimbursement of the value of the purchased goods but also encompasses various losses arising from the circulation and consumption of such products. Consumer losses may take the form of material and non-material losses. Material losses are losses that can be economically assessed, such as the price of the product that has been paid, examination and medical treatment costs if consumers experience health problems, loss of income due to the inability to work during the recovery period, and other costs that directly arise from the incident. Meanwhile, non-material losses include physical suffering, anxiety, fear, trauma, loss of time and effort, and diminished consumer trust in business actors. Therefore, losses resulting from expired food products should not be measured solely by the economic value of the goods but also by their impact on consumers' health, comfort, and interests [12, 19].

Material losses are one of the most easily identifiable forms of loss because they have an economic value that can be calculated. Consumers who purchase expired food products have paid a certain amount of money to obtain goods that should be safe and fit for consumption; therefore, the purchase price constitutes a loss when the goods cannot be used or consumed as intended. If the product has been consumed and causes health problems, the costs of medical examinations, medication, treatment, and hospitalization may also constitute part of the losses for which the business actor must be held liable if there is a causal relationship between the product and the losses suffered. In addition, loss of income resulting from the consumer's inability to work while experiencing health problems, as well as transportation costs and other expenses directly related to resolving the issue, may also be calculated as losses. The magnitude of these potential losses demonstrates the importance of monitoring food products throughout the distribution chain, particularly as BPOM, during the intensified food inspection conducted during Ramadan 2024, found that 28.44 percent of the 2,208 facilities inspected were selling products that failed to comply with applicable requirements, with the total value of the findings exceeding IDR 2.2 billion [13, 20].

In addition to material losses, consumers may also experience non-material losses, which, although difficult to quantify in monetary terms, nevertheless constitute real losses. Consumption of expired food products may cause physical suffering in the form of nausea, vomiting, diarrhea, poisoning, or other health problems, while psychologically, consumers may experience anxiety, fear, and trauma toward consuming similar products or shopping at the same place. Consumers may also lose time and effort in seeking healthcare, submitting complaints, requesting product replacements, or participating in dispute resolution processes. Such experiences may ultimately reduce consumer trust in business actors and the food distribution system as a whole. Therefore, consumer losses should not be narrowly understood merely as the loss of the value of goods but should also take into account the suffering and other impacts that actually arise as a result of violations of business actors' obligations [2, 21, 22, 23, 24].

In determining the form of liability, the legal relationship between consumers and business actors may be analyzed on the basis of breach of contract or unlawful acts. Breach of contract concerns the non-performance of an obligation arising from an agreement, while in a sales transaction at a minimarket, a contractual relationship exists between the consumer as the buyer and the minimarket as the seller. The sale of expired food products may be regarded as a failure to fulfill the obligation to deliver goods that are fit, safe, and suitable for the purpose of the transaction. Pursuant to Articles 1234 and 1243 of the Indonesian Civil Code, failure to fulfill such obligations may give rise to a claim for reimbursement of costs, damages, and interest if the elements of breach of contract are satisfied. Consumers may establish the existence of the transaction through a receipt or proof of purchase and then demonstrate that the product received had expired and caused losses. Pursuant to Article 1246 of the Indonesian Civil Code, a claim for damages may include costs, losses suffered, and profits that should have been obtained, while Article 1267 of the Indonesian Civil Code provides the possibility of demanding specific performance of the agreement or its cancellation accompanied by compensation [8, 12, 25].

However, liability based on breach of contract has limitations because, in principle, it can only be directed against a party that has a direct contractual relationship with the consumer. In the food product distribution chain, consumers generally conduct transactions directly only with minimarkets, while producers and distributors are involved in different legal relationships at the upstream level. Therefore, if consumer losses originate from the actions or negligence of producers or distributors, a broader basis of liability may be applied through the concept of unlawful acts as provided for in Article 1365 of the Indonesian Civil Code. An unlawful act requires the existence of an unlawful action, fault, loss, and a causal relationship between the action and the loss. In the context of expired food products, trading products that have passed their expiration dates is contrary to consumer protection provisions, particularly the prohibition against trading goods that do not meet the requirements or provisions of applicable laws and regulations. This concept of liability is also connected to the principle of consumer protection under the UUPK, which places product safety and suitability as part of the obligations of business actors [26].

Such liability must be assessed based on the position and obligations of each business actor within the distribution chain. Producers may be held liable if a product was initially provided with incorrect expiration-date information, failed to meet food safety standards, was distributed even though it had approached or passed its expiration date, or was not withdrawn despite being subject to withdrawal from circulation. Distributors may be held liable if negligence occurs in the storage, transportation, inventory management, or distribution of products to minimarkets. The use of the First In First Out (FIFO) system constitutes an important form of inventory control because products that enter the inventory first should be released or sold first, thereby reducing the risk of older products remaining in the inventory until they pass their expiration dates [16, 27]. In a consignment arrangement, distributors also bear greater responsibility for monitoring consigned products, including ensuring that products approaching their expiration dates are immediately withdrawn from sales shelves. Accordingly, the liability of distributors does not arise only when a product has caused losses but is also related to the obligation to actively monitor products throughout the distribution process.

Minimarkets, as business actors that interact directly with consumers, also have an obligation to ensure that products displayed and sold are fit for consumption and have not passed their expiration dates. Negligence in failing to inspect expiration dates, failing to rotate inventory, or failing to remove expired products from sales shelves may constitute grounds for liability. Articles 7 and 8 of the UUPK provide the legal basis for the obligation of business actors to act in good faith in conducting their business activities and prohibit the trading of goods that fail to meet applicable standards and statutory requirements. Therefore, minimarkets cannot simply absolve themselves of liability by attributing responsibility to producers or distributors on the grounds that the products were received from another party. The direct relationship with consumers makes the minimarket the first party required to provide a resolution for consumer losses, while the issue of which party ultimately bears the burden of the loss may be resolved through the legal relationships among the minimarket, distributor, and producer [2, 8].

The most concrete form of liability is the provision of compensation as regulated under Article 19 of the UUPK. Business actors are responsible for providing compensation for damage, pollution, and/or consumer losses resulting from goods produced or traded. Such compensation may take the form of a refund, replacement with goods of the same or equivalent value, medical treatment, and/or the provision of compensation in accordance with the applicable laws and regulations. In the context of expired food products, the form of compensation must be adjusted to the type and extent of the losses suffered by the consumer. If a consumer discovers an expired product before consuming it, a refund or product replacement may constitute a relevant form of resolution. However, if the product has been consumed and causes health problems, liability may include medical treatment costs and other losses that can be proven. The provision of compensation under Article 19 of the UUPK must, in principle, be carried out within seven days from the date of the transaction and does not preclude the possibility of criminal claims if elements of fault are subsequently established [25, 27].

If a business actor does not voluntarily provide a resolution, consumers may pursue dispute resolution through both non-litigation and litigation mechanisms. Non-litigation proceedings may begin with a direct complaint and negotiation with the minimarket, distributor, or producer to obtain a refund, product replacement, or other forms of compensation. If direct resolution is unsuccessful, consumers may submit the dispute to the Consumer Dispute Settlement Agency (BPSK), which, under the UUPK, has the authority to resolve consumer disputes through mediation, arbitration, or conciliation. Consumers may also receive assistance from Consumer Protection Non-Governmental Organizations (LPKSM), while complaints to BPOM may be used to request supervision and enforcement measures against food products suspected of failing to comply with applicable requirements. Non-litigation mechanisms are generally simpler and may provide consumers with easier access to dispute resolution, particularly when the value of the losses is not substantial [13].

If an out-of-court resolution does not produce a satisfactory result, consumers may still pursue litigation through the courts. A civil claim may be filed on the basis of breach of contract against the minimarket as the party having a direct contractual relationship with the consumer or on the basis of an unlawful act against a party whose actions or negligence are proven to have caused the loss. The UUPK also provides the possibility of filing a class action when losses are suffered by a number of consumers as a result of the same business actor’s conduct, and grants LPKSM certain standing to file claims in the interests of consumers subject to the applicable requirements. In addition to civil liability, the sale of food products that fail to meet safety standards or statutory requirements may also give rise to criminal and administrative liability. Administrative sanctions, such as the withdrawal of products from circulation, may function as preventive instruments, while criminal proceedings may be pursued when the elements of a criminal offense are satisfied under the laws and regulations governing food and consumer protection [16, 28].

Accordingly, the liability of business actors within the distribution chain for the sale of expired food products is essentially layered and must be adjusted to the role, obligations, and contribution of each business actor to the occurrence of the loss. Minimarkets, as direct sellers, remain obligated to provide a resolution to consumers, while producers and distributors may be held liable if it is proven that errors or negligence occurred at the stages of production, storage, transportation, inventory management, or distribution, causing expired products to reach consumers. After providing compensation to the consumer, the minimarket may, in principle, seek reimbursement from the party within the distribution chain proven to be the source of or to have contributed to the loss, in accordance with the legal relationship among the respective business actors. Therefore, consumer protection should not be limited to providing compensation after a loss has occurred but must also be accompanied by supervision and control at every stage of the distribution chain, including the implementation of inventory rotation, inspection of expiration dates, product withdrawal, and coordination among producers, distributors, and minimarkets [29].

Conclusion

Based on the results of the study, it can be concluded that liability for the sale of expired food products in minimarkets involves all business actors within the distribution chain according to the degree of their respective fault or negligence. Minimarkets, as direct sellers to consumers, bear the primary responsibility for ensuring that the products they trade are fit for consumption and have not expired, while distributors and producers also bear liability if the losses are caused by negligence in the storage, distribution, or quality assurance of the products. Such liability may take the form of civil liability based on breach of contract and unlawful acts, administrative liability, as well as criminal liability. Consumers are entitled to compensation as provided under the UUPK, including refunds, replacement of goods, medical treatment, and compensation. Disputes may be resolved through non-litigation mechanisms, such as the Consumer Dispute Settlement Agency (BPSK) and Consumer Protection Non-Governmental Organizations (LPKSM), or through litigation in accordance with the applicable laws and regulations.

Based on the foregoing conclusion, several recommendations may be proposed. Business actors within the food distribution chain need to improve supervision and compliance with consumer protection provisions by implementing the FIFO system, conducting regular inspections of expiration dates, and establishing effective coordination in withdrawing products from circulation. On the other hand, consumers need to be more careful in checking the condition and expiration dates of products before purchasing them and should actively exercise their rights if they suffer losses, whether by submitting complaints to business actors, reporting the matter to BPOM, or pursuing dispute resolution through BPSK or other available legal mechanisms.

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