

LITERATURE STUDY OF ADVERTISING ETHICS ON NISSAN MARCH CAR MARKETING AGAINST THE ETHICAL THEORY OF PRODUCTION AND CONSUMER MARKETING

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ABSTRACT

Business ethics can broadly be interpreted as provisions regulated by law, even higher standards than the minimum standards of legal provisions, because in business activities we often find gray areas that are not regulated by legal provisions. Ethical behavior in running a business is something essential for the survival of the business itself, because unethical behavior will be harmful, especially when viewed from a long-term perspective. A good business is not only profit-oriented, but a good bus is profitable and has good value morally. The application of business ethics aimed not only at producers but also consumers who use it has been regulated and protected with various laws and regulations to maintain fairness and comfort in transactions. Appliedly, business ethics also highlights the moral aspects of human behavior and regulations that have a profession in business and management. Thus, business ethics can be seen as an attempt to formulate and apply ethical principles in economic relations between people.

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1. INTRODUCTION

Business has the notion of managing something so that it can run well. In doing business, every individual must pay attention to ethics to be seen as a good business person. Ethical business wants aset of noble values derived from conscience, empathy, and norms. Business can be called ethical if entrepreneurs always use their conscience in running their business. In simple terms, business ethics is the ways to conduct business activities, which includes all aspects related to individuals, companies, industries and society. This includes how individuals conduct business fairly, by applicable law, and independent of the position of individuals or companies in society.

Business ethics is further a provision regulated by law, even a higher standard than the minimum standard of legal provisions, because in business activities we often find gray areas that are not regulated by legal provisions. Our country has taken preventive measures by making various legal instruments concerning ethics in doing business. In the practice of law, there are many problems about business activities, both nationally and internationally. Although there is a relationship between legal and ethical norms, the two kinds of things are not the same. Without realizing it, the occurrence of cases of violations of business ethics is a common and natural thing today. Unconsciously, there are many business ethics violations in business activities in Indonesia. Many things are related to violations of business ethics that are often committed by business people who are not responsible in Indonesia. This is a form of unhealthy competition from business people who want to dominate the market.

2. LITERATURE REVIEW

Markets and Consumer Protection

Consumer is any person who is a user of goods and services available in society for the benefit of himself, family, others or other living beings and not to be traded. This can be in all buying and selling transactions, directly or online as is now increasingly common. Even though there are transactions that are not face-to-face, consumers are still entitled to get goods that are by previous notice or goods that are by what was promised.

1) Definition of Consumer Protection

Az. Nasution argues that consumer protection law is a part of consumer law that contains principles or rules that are regulatory and contain properties that protect consumer interests. In contrast, consumer

law is a law that regulates relationships and problems between various parties with each other related to consumer goods or services. The government has determined that the consumer protection law in force in Indonesia has a legal basis.

Consumer protection is the entire regulation and law that regulates the rights and obligations of consumers and producers arising in their efforts to meet their needs and regulates efforts to ensure the realization of legal protection for consumer interests (Sidobalok 2014: 39).

Regulation of consumer protection law has been regulated in Law No.8 of 1999 concerning Consumer Protection. Based on Article 1 point 1 of the UUPK, *consumer protection is all efforts that ensure legal certainty to provide protection to consumers. Legal certainty to protect consumers.*

This can be in all buying and selling transactions, directly or online as is now increasingly rife. Even though there is no face-to-face transaction, consumers are still entitled to get goods that are by previous notice or goods that are by what was promised.

2) The rights in consumer protection are:

Rights as consumers are regulated in the Consumer Protection Law Number 8 of 1999 concerning Consumer Protection of the Republic of Indonesia based on the 1945 Constitution Article 5 paragraph (1), Article 21 paragraph (1), Article 27, and Article 33 which can be known as follows:

1) The right to choose the bar

Consumers have full rights in choosing goods that will be used or consumed later. No one has the right to regulate even if the manufacturer is concerned—likewise, the right to examine the quality of goods to be purchased or consumed later.

2) Right to compensation and indemnity

Consumers have the right to get compensation or compensation for losses received in a sale and purchase transaction made. If there is no match in image or quality, the consumer has the right to claim the manufacturer.

3) The right to obtain appropriate goods/services

Consumers have the right to get products and services by the written agreement. For example, in online transactions, if there is a free shipping service, then the application must be so. If it is inappropriate, consumers have the right to claim that right.

4) The right to receive the truth of all definite information

The most important thing for consumers, to find out what information related to the product they buy. Manufacturers are prohibited from covering or reducing information related to their products or services. For example, if the goods have a defect or shortage, the producer must provide information to consumers.

5) The right to service without discrimination

Discriminatory behavior against consumers is a form of violation of consumer rights. Services provided by producers must not show differences between one consumer and another.

3) Reasons Why Consumers Need Protection

Consumer protection is needed to create a sense of security for consumers in completing the needs of life. Consumer protection needs must also be unbiased and must be fair. As a basis for legal determination, the principle of consumer protection is regulated in Article 2 of Law 8/1999, the explanation of the article states that consumer protection is held as a joint effort based on 5 (five) principles relevant to national development, namely:

1) Benefit Principle

Consumers and business actors or producers are entitled to the benefits provided. It must not be one of the two parties, so neither party feels the benefits or losses. The principle of benefit is intended to mandate that all efforts in implementing consumer protection must provide the maximum benefit for the interests of consumers and business actors.

2) Principles of Justice

Consumers and producers/business actors can act fairly by obtaining rights and obligations in a balanced or equitable manner. The principle of justice is intended so that the participation of all people can be realized optimally and provide opportunities for consumers and business actors to obtain their rights and carry out their obligations reasonably.

3) Balance Principle

A balance between the rights and obligations of producers and consumers by referring to consumer protection legal regulations. The principle of balance is intended to provide balance between the interests of consumers, business actors, and government in a material or spiritual sense.

4) *Security and Safety Principles*

A legal guarantee that consumers will benefit from the products they consume and vice versa that the products will not interfere with the safety of their lives and property. The principle of security and safety of consumers is intended to provide guarantees for security and safety to consumers in the use, use and utilization of goods and services consumed or used.

5) *Principles of Legal Certainty*

A provision of legal certainty for producers and consumers in complying with and carrying out legal regulations with what are their rights and obligations. This is done without imposing responsibility on either party, and the state guarantees legal certainty. The principle of legal certainty is intended so that both business actors and consumers obey the law and obtain justice in implementing consumer protection, and the state guarantees legal certainty.

4) **Explanation of Consumer Protection Law**

As already explained, consumer protection is intended to provide certainty, security and legal balance between producers and consumers. The purpose of consumer protection can be explained in Article 3 of Law 8/1999, which can be explained as follows:

1. Increase consumer awareness, ability and independence to protect themselves;
2. Elevating the dignity and dignity of consumers by avoiding the harmful excesses of the use of goods and services;
3. Increase consumer empowerment in choosing, determining, and demanding their rights as consumers;
4. Creating a consumer protection system that contains elements of legal certainty and information disclosure as well as access to information;
5. Growing awareness of business actors about the importance of consumer protection so that an honest and responsible attitude in doing business grows;
6. Improve the quality of goods and services that ensure the continuity of production of goods and services, health, comfort, security, and consumer safety.

5) **Contractual Theory**

According to the contractual view of the business business's duty to the consumer, the relationship between the company and the consumer is essentially a contractual relationship, the company's moral obligation to the consumer is as given in the contractual relationship.

This view states that when a consumer buys a product, the consumer voluntarily enters into a "sales contract" with the company.

The 4 moral obligations of the company to consumers are:

- (1) Duty to comply: manufacturers must meet consumer expectations concerning: 1) reliability of a product, 2) service life, 3) after-sales (maintainability) regarding repair and use, and 4) product safety during use.
- (2) Disclosure duty: manufacturers must provide complete information about product characteristics.
- (3) Duty not to misrepresent: manufacturers are prohibited from intentionally deceiving or misleading consumers regarding product features.
- (4) Duty not to coerce: marketing and offering products is legal and permissible; But forcing the purchase of products is against ethics

Due Care Theor

The principles about the position of consumers in legal relationships with business actors depart from doctrines or theories that have emerged in the course of the history of consumer protection law, one of which is *The Due Care Theory*

This doctrine or principle states that business actors must carefully produce and distribute goods and services. As long as business actors are careful with their products, business actors cannot be blamed. This principle is in line with the number of prohibited actions for business actors, namely Article 8 to Article 17 of Law Number 8 of 1999 concerning Consumer Protection.

According to Siti Kurnia Rahayu and Ely Suhayati (2010: 42) "*due professional care* is a professional skill that is careful and thorough in carrying out their responsibilities in the field."

According to Sukrisno Agoes (2012: 36) the definition of *due professional care* is: "*Due Professional Care* can be defined as a careful and thorough attitude by thinking critically and evaluating audit evidence, being careful in their duties, not being careless in conducting examinations and having firmness in carrying out responsibilities."

According to Hiro Tugiman (2006: 39) the definition of *due professional care* or professional accuracy means "auditors use skills and judgment when conducting examinations."

Furthermore, Hiro Tugiman (2006: 31) states that: "Professional thoroughness appropriately requires the application of the thoroughness and skill reasonably expected to be exercised by a wise and competent examiner, under similar circumstances."

Singgih and Bawono (2010) define "*due professional care* as rigor and thoroughness in the use of professional skills that require auditors to exercise professional skepticism."

According to Siti Kurnia Rahayu and Ely Suhayati (2010: 42) the characteristics of *due professional care* are as follows:

1. Professional skepticism

Professional skepticism is an attitude that includes a mind that always questions and critically evaluates audit evidence.

2. Adequate Confidence

Adequate assurance is the auditor's perception of the conclusion that the financial statements are free from material misstatement, either due to error or fraud.

Social Costs and Corporate Responsibility

According to Masud (1995) in Januarti (2005) social problems that must be reported in financial statements to the public are social costs. Social costs are costs related to social accounting including: Environmental costs, employee costs, product costs, and community costs. Thus, it can be said that the cost of employee welfare will increase job satisfaction, affect employee productivity, and have implications for the company's ability to create income.

The existence of costs incurred by the company for the community through the implementation of social activities or activities indicates the company's social responsibility and concern for its community.

Various information about activities can be categorized as social activities that show a form of corporate social involvement with the community.

Kotler and Lee (2005: 23) formulated activities related to social responsibility in 6 groups of activities, namely:

1. Promotion, is a social activity carried out through persuasive communications to increase attention and concern for matters related to developing social issues.
2. Marketing, done through the company's commitment to donate a certain percentage of its sales proceeds to social activities.
3. Corporate Social Marketing is carried out by supporting or developing and implementing a behavior change order to improve public welfare and health.
4. Corporate Philanthropy, refers to activities that are given directly.
5. Community Volunteering is a form of social activity provided by the company to support the welfare of the community and the environment. The support can be provided through expertise, talents, ideas, and laboratory facilities.
6. Social Responsibility Business Practices is an activity to adjust and implement business operational and investment practices that support improving people's welfare and protect or protect the environment, for example building waste treatment facilities, choosing suppliers and environmentally friendly packaging, and others.

Advertising Ethics

1) What is advertising ethics?

In general, advertising ethics can be interpreted as a collection of normative provisions related to the profession and business in advertising that have been mutually agreed upon, and should be applied in carrying out advertising business.

Quoted from the Introduction to Advertising Textbook (2020) by Finnah Fourqoniah and Muhammad Fikry Aransyah, advertising ethics is the right or good behavior in advertising functions. Ethics are different from law. Because ethics is more based on the code of ethics made by a particular organization, and must be followed by individuals or groups who are members of it.

According to Yuni Mogot Prahoro in the book *Newspaper Management: A Blend of Science, Knowledge, Art, Conscience, and Intuition* (2021), advertising cannot be separated from ethics, because advertising must state truth and honesty. In its application, advertising ethics does not justify a lie, because the primary purpose of advertising is as a medium of information. Therefore, strict control is needed to avoid advertisements that do not follow ethical and moral values. This is one of the main functions of advertising ethics.

2) Advertising ethics in Indonesia

Advertising ethics in Indonesia is regulated in the Indonesian Pariwara Ethics (EPI), the latest version of the 2020 amendment, published by the Indonesian Advertising Council. Pariwara Indonesia Ethics is prepared to regulate the attitudes and ways of behavior of advertising entrepreneurs, especially organizations that are members of the Association of Indonesian Advertising Council Members. Launching from the book *Basics of Health Communication* (2020) by Marlynda Happy Nurmalita Sari, et al, EPI guidelines are expected to create a fair, conducive, innovative, and dynamic professional and business climate for the advertising industry's growth. This EPI Guideline is also a reference in all efforts to enforce behavior or regulations related to advertising, both internally and externally.

3) Indonesian Pariwara Ethics (EPI) 2020 Amendment

In the Indonesian Pariwara Ethics (EPI) Amendment 2020, several points regarding advertising are explained. Here is a brief explanation:

- (1) Definition of advertising, corporate advertising, public service advertising, food product advertising, noncommercial advertising, commercial advertising, spot advertising, blocked television advertising, etc.
- (2) Definition of everything related to advertising, such as photographers, children, toddlers, babies, consumers, audiences, media, ethics enforcement agencies, and others.
- (3) Manners regarding advertising content, language, asterisks, price inclusion, warranty, refund promises, religion and culture, fear and superstition, violence, and so on.
- (4) The distribution of various advertisements, including liquor, cigarettes and tobacco products, medicines, food products, vitamins, minerals, and supplements, sex ability enhancing products, cosmetics and body care products, and so on.
- (5) Ad cast criteria include children, women, gender, state officials, religious figures, posthumous, brand ambassadors, people with special needs (disabilities), professionals, actors who look like national or international figures, other actors, animals, and animated characters.
- (6) Provisions for advertising vehicles, namely print, electronic, radio, cinema, foreign media, online media, short message services, sales promotion, direct marketing or sales, database companies, sponsorship, talk shows, informative advertising, product integration, use of research data, subliminal, and subvertising.

Consumer Privacy

1) Definition of Personal Data

Privacy is a universal concept known in various laws and norms that live in society. Samuel D. Warren and Louis Brandeis developed the concept of privacy rights in a journal entitled "The Rights of Privacy". Citing Justice Thomas Cooley, Warren and Brandeis define the right to privacy simply as "the right to be left alone." These rights relate to the spiritual needs of human beings which must be protected by the state as well as the need to respect feelings and thoughts and the right to enjoy life.

The definition of personal data does not descriptively exist and is included in the applicable laws in Indonesia. Until this proposal is written, the definition of personal data from Government Regulation No. 71 of 2019 concerning the Implementation of Electronic Systems and Transactions can be known. Article 1 number 29 states that: "Personal data is any data about a person either identified and identifiable separately or combined with other information either directly or indirectly through Electronic and non-electronic Systems." In general, there are three aspects of privacy, namely:

a. Privacy of a Person's Persona

The right to human privacy is based on the general principle that everyone has the right to be left alone. In general, there are four types of individual privacy violations:

- 1) Publications that put a photo of a person in the wrong place. For example, by using a photograph of an unmarried woman as an illustration of an article about a mother abandoning her child;
- 2) Improper use of a person's name or likeness for commercial purposes;

- 3) Publication of private facts that are embarrassing or that are confidential to the public;
- 4) Disturbing someone's silence or solitude.

b. Privacy of Data About a Person

Privacy rights may also relate to or with information about a person collected and used by others.

For example, information about personal habits, medical history, religious and political affiliation, tax records, employee records, insurance records, criminal records, and others. Misuse of Information or any information collected about users (organizations/institutions) or customers (business customers) violates an individual's privacy rights.

c. Privacy of a Person's Communications

In certain circumstances, privacy rights may also include online communications. In some cases, monitoring and disclosing the content of electronic communications by anyone other than the sender or the person receiving them may constitute an invasion of privacy.

2) Legal Basis of Personal Data Regulation in E-commerce

- a. Law No. 19 of 2016 concerning Amendments to Law No. 11 of 2008 concerning Electronic Information and Transactions.
- b. Government Regulation No. 71 of 2019 concerning implementing Electronic Systems and Transactions.
- c. Regulation of the Minister of Communication and Information Technology of the Republic of Indonesia No. 20 of 2016 concerning Personal Data Protection in Electronic Systems.

The protection of consumer personal data in legal regulations in Indonesia has not been expressly regulated. However, at least in Indonesia, legal regulations can be used to store personal data in electronic media.

Law Number 11 of 2008 concerning Electronic Information and Transactions is still inadequate related to regulations regarding the use of personal data, because in the regulation there is only one Article that contains general provisions regarding personal data.

3. RESULT AND DISCUSSION

On this occasion, the compiler will discuss advertising which is currently very intensively carried out. The millennial generation's ease of technology and creativity encourages many advertising companies to emerge. The advertisement should have an informative and persuasive function for consumers. Through advertising, buyers should be able to find enough information about the products offered. However, many advertisements in Indonesia have been recorded for violations related to business ethics such as using elements of hyperbulation, comparison, testimonials, etc. Ultimately, consumers are the most disadvantaged because they have to bear the costs of fraudulent practices, poor product design, and unpaid warranties.

One case related to ad infringement is the automotive company Nissan. Through advertisements (brochures, online media *seconds*, compasses, etc.), Nissan claims Nissan March products that its products consume one liter of fuel for a distance of 21.8 km based on a *test drive* by Autobid magazine edition 197 (Anonymous, 2012). Many consumers are interested in buying Nissan March products that describe *city cars* with economical fuel. However, the claims given by Nissan are inversely proportional to the reality experienced by consumers, one of which is Ludmilla Arief. Based on a statement given by Ludmilla Arief, the Nissan March car he uses consumes 8.2 km / liter of fuel using 92 octane fuel (Luthfi, 2012) where the Nissan company claims is not as economical as promised. The following is one of the advertisements made by Nissan in promoting Nissan March products.



Figure 1 Sample Nissan March Ad

Previously, Ludmilla Arief had complained directly to Nissan but did not receive a positive response. In addition, he has published his complaint through a Kompas reader letter on August 28, 2011 entitled "Nissan March Car Fuel" but has not received a good response from Nissan. Ultimately, Ludmilla filed her case with the Consumer Dispute Settlement Agency (BPSK). He asked for compensation from Nissan by buying his car return for Rp.160 million (the initial price Ludmilla bought the product) related to advertising fraud committed by Nissan. However, Nissan only wants to buy the car for Rp. 138 million. BPSK decided that Nissan violated article 9 paragraph (1) letter k and article 10 letter c related to the Consumer Protection Law (Hidayat, 2012). BPSK provided a solution for both parties, namely Nissan was asked to return the purchase money of 150 million to Ludmilla. However, Nissan did not obey the BPSK decision, instead countering the BPSK decision and appealed to the South Jakarta State Court to overturn the BPSK decision. The South Jakarta District Court rejected the petitioner's application and upheld the decision of BPSK because the applicant (PT. Nissan Motor Indonesia) has no legal basis, and the applicant cannot prove the existence of deception from the defendant (Anonim, 2012). Nissan again filed a cassation to the Supreme Court by preparing further evidence. However, on October 1, 2013, the cassation panel rejected the cassation of PT. Nissan Motor Indonesia.

In literature, it can be said that the relationship between companies and consumers is a contractual relationship and companies have a moral obligation to consumers to fulfill the characteristics of products made by contractual relationships (Velasquez, 2014). There are 4 moral responsibilities from *The Contractual Theory of Business Firm's Duties to Consumers*, namely (Velasquez, 2014):

a. The Duty to Comply

The company has an obligation to consumers to provide goods according to characteristics. The Company must be able to meet the objective clause either implied or express. Sellers' claims about products are influenced by several factors, namely *reability, service life, maintainability, and safety*.

b. The Duty of Disclosure

The seller must be obligated to disclose and inform in detail about the products consumers purchase. Product information and disclosure can influence consumer decisions in purchasing.

c. The Duty not to Misrepresent

The seller is not obligated to misinterpret information about product information either intentionally or unintentionally.

d. The Duty Not to Coerce

The seller is not obligated to force consumers who do not reason (because they are influenced by fear or emotional distress).

Conceptually, commercial advertising can also be interpreted as communication between sellers and potential buyers that is generally intended for the public and to encourage members of the public to buy the products offered (Velasquez, 2014). However, in its implementation, the general criticism of the advertising effect can occur due to the level of consumer trust, especially in the fraud aspect of advertising in modern times (Velasquez, 2014). An advertisement can misrepresent the product by using mockup or replica scams, using false testimonials, failing to disclose product characteristics and details truthfully (Velasquez, 2014).

Based on the above case when associated with *The Contractual Theory of Business Firm's Duties to Consumers*, Nissan Motor Indonesia does not fulfill 4 moral responsibilities of manufacturers, namely:

a. The Duty to Comply

Nissan Motor Indonesia does not provide products to consumers according to characteristics. From the *Reliability* factor, the claim given by Nissan Motor Indonesia where the fuel consumption of Nissan March products of 21.8 km / liter is not experienced by many consumers who are far from the claim given, which is 8.2 km / liter. The seller is morally bound to give the truth for the wrong that has been made.

b. The Duty of Disclosure

Nissan Motor Indonesia does not provide detailed, open, transparent, and detailed information and disclosure of fuel consumption of its products. Whether or not to consume body materials determined by many factors such as the driver (practical or not using gear and pedal transmission), whether or not the road route is taken, the amount of cargo, and the octane content of the gasoline used. In this case, Nissan Motor Indonesia does not detail the factors that affect fuel consumption.

c. The Duty Not to Misrepresent

Nissan Motor Indonesia is proven to provide false or incorrect information to consumers related to the information provided. Consumers feel deceived by the information provided by Nissan Motor Indonesia

d. The Duty of Coerce

Nissan Motor Indonesia can be said to make consumers not reason (because they are influenced by fear or emotional determination) through advertisements using the phrase "Smart Choices to Save". Product advertisements that give the impression of "Economical" make consumers interested in buying Nissan March products.

From a legal perspective, Nissan Motor Indonesia violates the Consumer Protection Law article 9 paragraph (1) letter k which states "business actors are prohibited from offering, producing, advertising a good or service incorrectly and then offering something that contains uncertain promises". BPSK also stated that Nissan violated the provisions of Article 10 letter c of the Consumer Protection Law. The regulation reads, "business actors in offering goods or services intended for trade are prohibited from offering, promoting, advertising or making false or misleading statements about conditions, dependents, guarantees, rights or compensation for a good or service" (Anggadha, 2013). Nissan Motor Indonesia seems to have no good etiquette in solving the problem of this case starting from a direct complaint by Ludmilla to Nissan which did not get a positive response, to not heeding the decision from BPSK (instead suing back the BPSK). Based on the Decree of the Minister of Industry and Trade of the Republic of Indonesia No 350 / MPP / Kep / 12/2001 concerning the implementation of the duties and authorities of BPSK article 42 (1), the decision of BPSK is final and has a permanent legal decision (Nawali, 2012). The sanctions given by BPSK that require Nissan Motor Indonesia to buy a car owned by Ludmilla for Rp.160 million (the initial purchase price) are not too big compared to similar cases in America. In a case that occurred in America precisely in 2006, a female consumer named Heather Peters filed a complaint against Honda to court regarding similar matters, namely regarding claims of fuel use of Honda Civic cars that are not by actual use in the field. The court required Honda to pay damages of US \$ 9,867 to Peters (Luthfi, 2012). The fine imposed can be significant because it is almost close to the maximum fine of US \$ 10,000. In addition, the consumer also does not have to return the car to Honda.

In terms of advertising, Nissan Motor Indonesia committed a violation. If you want to show a number, there must be a scientific basis listed. The information listed in the advertisement regarding the figure of 21 km / liter is considered not detailed, clear, and detailed. In the advertisement, Nissan Motor Indonesia should provide clear and detailed information that many factors affect the saving or not of fuel use such as the driver (effective or not the use of gear and pedal transmissions), the density or not of the road route taken, the amount of cargo, and the octane content of gasoline used itself. It should also be a concern for consumers, that tests carried out by the media (especially automotive media such as autobild Indonesia) generally use drivers who already have a high and professional understanding of driving and some of them even have certificates because of their understanding and professionalism in driving skills (Eco driving). These not drivers are new to how to drive. So that the fuel consumption used is so efficient

4. CONCLUSION

From the theory of The Contract view of Business Firm's Duties to Consumer, Nissan Motor Indonesia was proven to violate business ethics because it did not fulfill the moral responsibilities of manufacturers, namely Duty to Comply, Duty to Disclosure, Duty to Misrepresent, and Duty Not to Coerce. From a legal point of view, Nissan Motor Indonesia violates the Consumer Protection Law article 9 paragraph (1) letter k and Article 10 letter c besides that Nissan Motor Indonesia does not seem to have good etiquette in solving problems in cases. In terms of advertising, Nissan Motor Indonesia can be said to have violated. To display numbers in advertisements used to substantiate claims, Nissan should be able to provide complete and transparent additional information about the factors that affect whether or not fuel use is efficient. From this case, producers and consumers are expected to understand and respect each other in marketing products and choosing or using products. Consumers must play an active role in finding information from the product or vehicle to be used before making their choice

REFERENCES

- [1] Andika, Luthfi. 2012. Digugat Nissan, Pemilik March Santai. <https://indonesiacompanynews.wordpress.com/2012/04/10/kasus-konsumen-nissan-march-yang-boros-vs-nissan/>. diakses tanggal 27 Juni 2015.
- [2] Anonim. 2012. http://www.bluefame.com/topic/478238-ini-dia-pemilik-mobil-nissan-march-yang-protos-bbm-nya-boros/page__st__40. diakses tanggal 27 Juni 2015.
- [3] Hidayat, Rofiq. 2012. Kasus Iklan Nissan March Masuk Pengadilan. <http://www.hukumonline.com/berita/baca/lt4f8503fecc5fb/kasus-iklan-nissan-march-masuk-pengadilan>. diakses tanggal 27 Juni 2015.

- [4] Nawali, Feriolus. 2012. Kasus Nissan Produksi Mobil Boros Masuk PN Jaksel. [http://www.rmol.co/read/2012/04/02/59529/Kasus-Nissan-Produksi-Mobil-Boros-Masuk-PN-Jaksel-.diakses tanggal 27 Juni 2015](http://www.rmol.co/read/2012/04/02/59529/Kasus-Nissan-Produksi-Mobil-Boros-Masuk-PN-Jaksel-.diakses%20tanggal%2027%20Juni%202015).
- [5] Anggadha, Arry. 2013. MA Tolak Kasasi Nissan Soal Gugatan March Boros. [http://m.liputan6.com/news/read/707701/ma-tolak-kasasi-nissan-soal-gugatan-march-boros .diakses tanggal 27 Juni 2015](http://m.liputan6.com/news/read/707701/ma-tolak-kasasi-nissan-soal-gugatan-march-boros-.diakses%20tanggal%2027%20Juni%202015).
- [6] Velasquez, M. 2014. Business Ethics: Concept and Cases. Essex: Pearson.
- [7] Ridho, A. A., Fitri, D. N. (2018). Bisnis Elektronik (E-Business) dan Kerja Sama Global: Jakarta [Online]. Tersedia: <http://dinanurulfritri.blogspot.com/2018/04/v-behaviorurldefaultvmlo.html>.