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Legal Liability of Free Nutritious Meal Program Organizers toward Third-Party Beneficiaries in Mass Poisoning Incidents

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OPEN ACCESS

Citation: Jumantoro, T. R. P., & Fahamsyah, E. (2026). Legal Liability of Free Nutritious Meal Program Organizers toward Third-Party Beneficiaries in Mass Poisoning Incidents. *Jurnal Bina Praja*, 18(1), 139–153. <https://doi.org/10.21787/jbp.18.2026.2951>

Submitted: 8 February 2026

Accepted: 15 April 2026

Published: 5 June 2026

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Abstract: This study analyzes the legal responsibility of organizers of the Free Nutritious Meal (MBG) program in Indonesia following nationwide mass poisoning incidents subsequent to its 2025 rollout. It examines weaknesses in food safety oversight, operational compliance, and access to remedies for affected students who lack direct contractual relations with implementing entities. The study aims to determine whether students qualify as intended third-party beneficiaries and to identify the civil liability applicable to the National Nutrition Agency (BGN) and its implementing units. This study employs a normative legal research method using deductive reasoning and combines statutory analysis with literature review. Sources include legislation, academic literature, incident reports, laboratory findings, and program documents collected through systematic library research. The analysis connects legal provisions with empirical evidence to assess coherence between law in books and law in action and to identify normative gaps. The findings indicate that students affected by MBG-related food poisoning incidents may be recognized as intended third-party beneficiaries under Article 1317 of the Civil Code and related constitutional and food safety norms. However, Presidential Regulation No. 115 of 2025 is primarily administrative and lacks explicit provisions on liability attribution compensation mechanisms insurance obligations and mandatory recall procedures. The study concludes that the recognition of beneficiary status must be accompanied by regulatory reform and institutional redesign. It recommends revising Presidential Regulation No. 115 of 2025 to define civil liability rules require compulsory liability insurance create a temporary compensation fund and establish a centralized response and compensation unit to expedite access to remedies.

Keywords: Free Nutritious Meal; Third-Party Beneficiary; Mass Food Poisoning.

1. Introduction

The Free Nutritious Meal (MBG) program is a national policy derived from the government's long-term vision to improve the quality of Indonesia's human resources (Nango et al., 2025). The initial idea for this program can be traced back to 2006 through the concept of the White Revolution, which was initiated by President Prabowo Subianto and focused on meeting the nutritional needs of schoolchildren (Corebima, 2025). The concept subsequently underwent further development as the urgency of addressing stunting and broader national nutrition problems increased. Within the dynamics of public policy, this idea was integrated into a more comprehensive human development agenda. The MBG program was later designated a national priority for the 2025 - 2029 government period. The official launch of the program took place on January 6, 2025, as part of the government's commitment to the Indonesia Emas 2045 agenda (Nasional, 2025). The MBG program is designed to reach schoolchildren, toddlers, and pregnant and breastfeeding mothers as vulnerable groups (Saptati, 2025). With nationwide coverage and a large budget, the MBG program is positioned as a strategic instrument for nutrition intervention through public policy.

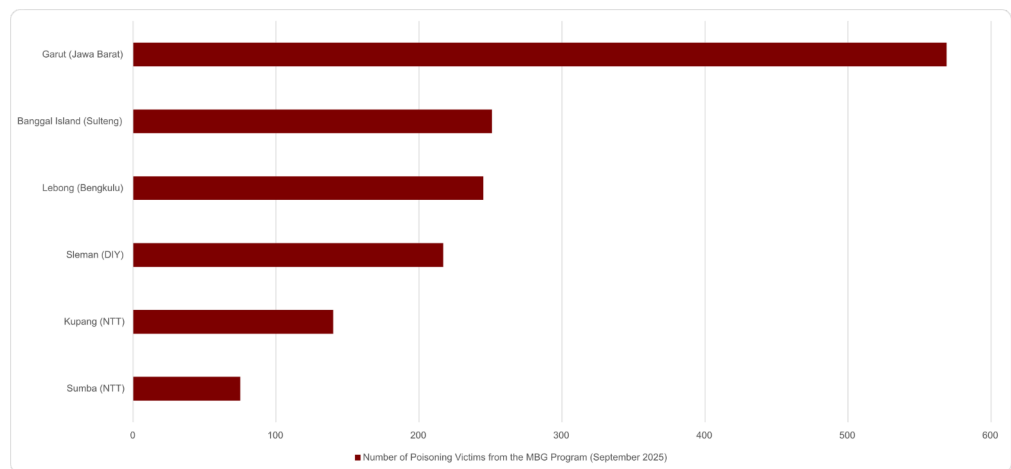


Figure 1. Number of Poisoning Victims from the MBG Program (September 2025)

As the MBG program was implemented on a large scale, mass food poisoning incidents emerged, affecting beneficiaries in various regions of Indonesia. Data collected by the Indonesian Education Monitoring Network (JPPI) show that the number of MBG-related food poisoning victims reached 21,254 people from January 2025 to January 2026 (Mulia, 2026). That figure reflects a significant escalation of cases within a relatively short period. Poisoning incidents were recorded in various regions, including Garut Regency, Banggai Islands, Lebong, Sleman, Kupang, and Sumba (as shown in Figure 1) (Zakia, 2025). The geographical distribution of these cases indicates that problems within the MBG program are national and systemic. Garut Regency alone recorded one incident involving hundreds of victims. Graphic data released by GoodStats show a consistent pattern of increasing casualties throughout the first year of implementation (Zakia, 2025). This condition has raised public concern regarding food safety within the MBG program.

In response to the complexity of implementing the MBG program, the government established Presidential Regulation No. 115 of 2025 (Perpres No. 115/2025) as the operational legal basis for the program (Ausath, 2026). This regulation governs the centralized management of implementation and designates the National Nutrition Agency (BGN) as the coordinating authority (Yusuf et al., 2026). The regulation contains provisions regarding nutritional standards, distribution mechanisms, and

food quality control (Ausath, 2026). Its enactment is intended to ensure uniform implementation throughout Indonesia. In addition, Perpres No. 115/2025 emphasizes the importance of collaboration between the central and regional governments and food provider partners. The regulation also places food safety as a core principle of implementation. Normatively, Perpres No. 115/2025 reflects the states intention to protect program beneficiaries. However, the effectiveness of its implement on remains contested.

The results of technical investigations and laboratory reports provide insight into the principal causes of food poisoning incidents linked to the MBG program. Examination of food samples revealed contamination by pathogenic microorganisms, such as *Salmonella sp.* and *Bacillus cereus* (Shabrina, 2025). These findings indicate kitchen hygiene practices that do not meet food safety standards. In addition to microbial contamination, violations of food storage procedures were also identified. Some foods were stored at unsafe temperatures for considerable periods of time (Shabrina, 2025). Non-sterile packaging processes also constitute a risk factor for cross-contamination (Aulia, 2025). Delays in food distribution further reduced food quality before consumption by students (Aulia, 2025). These findings reveal systemic failures in the supply chain and operational oversight of the MBG program.

This condition indicates a gap between the ideal norm (*das sollen*) and the reality (*das sein*) of MBG program implementation. Normatively (*das sollen*), the MBG program should be implemented in accordance with Standard Operating Procedures (SOPs) that ensure food safety and quality (Suryoadji et al., 2024). This ideal condition reflects the *das sollen* embodied in official government regulations and policies. However, the reality (*das sein*) in practice shows various recurring deviations from applicable SOPs (Fadhlan, 2025). Substandard storage practices and weak supervision reflect that *das sein*. This gap affects not only program effectiveness but also the safety of beneficiaries. The divergence between norms and practice therefore has serious legal implications. Accordingly, legal analysis of this gap has become urgent.

The MBG-related food poisoning incidents place beneficiary students in a legally vulnerable position. Students receive the meals without having a direct contractual relationship with the provider or vendor (Oktawila & Bagijo, 2025). From a civil law perspective, this position may be characterized as that of intended third-party beneficiaries. Although not involved in the underlying agreement, students directly bear the risks arising from program implementation. This condition raises questions regarding the legal protection mechanisms available to them. Protection of the right to food safety forms part of children's fundamental rights (Riyanto & Sinaga, 2021). The state has an obligation to ensure that public policies do not cause harm to beneficiaries. Therefore, the urgency of legal protection for MBG program beneficiaries becomes a central issue in this study.

Several recent studies have examined various dimensions of the MBG program, but they focus on different aspects that are complementary while leaving the present research gap unresolved. First, research conducted by Susanto and Suyatna in 2025 analyzed MBG-related food poisoning cases from a health law perspective, identifying civil, criminal, and administrative implications and emphasizing the need for regulatory reform to ensure program safety and accountability (Susanto & Suyatna, 2025). The normative approach supported by empirical data, highlights violations of the rights to health and food safety, but it does not formulate clear mechanisms for third-party rights enforcement or operational compensation

schemes (Susanto & Suyatna, 2025). Second, research conducted by Kelvin Felix and colleagues in 2025 framed the MBG issue within a societal legal framework, emphasizing the importance of a strong legal basis, procurement transparency, public participation, and consistent enforcement of sanctions (Felix et al., 2025). The study highlights the constitutional basis of the right to food and the need for public involvement, but it does not empirically connect institutional failures with laboratory findings or with the contractual status of beneficiaries (Felix et al., 2025).

From this literature review, a theoretical gap is evident because consumer protection doctrine and third-party doctrines are insufficient to explain the legal position of beneficiaries in public policies involving mass food provision. There is also an empirical and evidentiary gap because data concerning laboratory findings, poisoning incidents, and their legal outcomes remain fragmented and have not been comprehensively analyzed (Baako et al., 2022). Methodological gaps also arise because previous studies tend to be normative analyses or framing analyses without integrating mixed methods that combine laboratory evidence, field epidemiology, and legal doctrinal analysis (Baako et al., 2022). In addition, population gaps and practical knowledge gaps remain because previous research did not specifically focus on students as the study population and has not yet produced practical instruments such as administrative compensation schemes or standards for food forensic evidence (Baako et al., 2022).

2. Methods

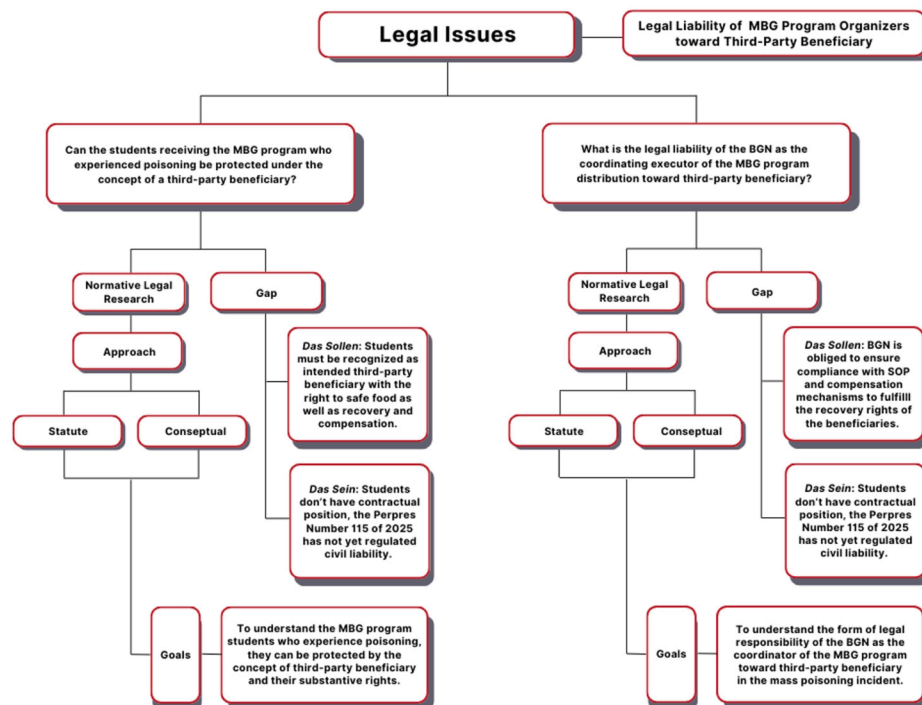


Figure 2. Research Framework

This study employs a normative legal research design that examines written legal norms within the Indonesian positive legal system to evaluate the legal responsibility of organizers of the MBG program when operational failures lead to mass food poisoning incidents. The reasoning approach used is deductive; accordingly, the analysis moves from general legal provisions to their specific application in actual cases (Muhaimin, 2020). Methodologically, this study combines two principal

approaches: a statutory approach to examine the relevant normative provisions and a conceptual approach to integrate the doctrine of intended third-party beneficiaries and the principle of liability of public service providers (Marzuki, 2016). The analysis focuses on identifying weaknesses in supervision and procedural inconsistencies that result in violations of Standard Operating Procedures (SOPs), while also bridging the gap between ideal norms and the actual implementation of the MBG program. The collection of legal materials was conducted through a systematic literature review, gathering relevant and binding primary legal materials, secondary legal materials, and non-legal materials such as JPPI reports, laboratory reports, and credible media coverage to strengthen the empirical basis of the study (Sunggono, 2023). The legal materials were then analyzed in stages, beginning with the identification of legal facts such as mass poisoning incidents, followed by the collection and review of legislation, legal doctrines, and empirical evidence, and culminating in an assessment of the relationship between law in books and law in action (Muhaimin, 2020). Next, the author develops a logical and systematic legal argument to answer the research questions and formulates normative prescriptions and practical recommendations, including strengthening SOPs, establishing mechanisms for liability attribution, and creating a compensation scheme for third-party beneficiaries.

3. Results and Discussion

3.1. Students Receiving Benefits under the MBG Program Who Experience Poisoning Can Be Protected under the Concept of Intended Third-Party Beneficiaries

3.1.1. Legal Standing of Students as Intended Third-Party Beneficiaries in the National MBG Program Contract

The principle of privity of contract ordinarily binds only the promisor and the promisee, placing third parties formally outside the contractual relationship (Khokhar, 2024). However, implementation of an agreement may intentionally or unintentionally create a flow of benefits to a third party. That flow of benefits may create a derivative relationship which, although not arising directly from the agreement, has sufficient factual and normative weight sufficient to support recognition of beneficiary rights. Third parties may receive benefits in the form of money, goods, services, or specific acts performed pursuant to a contract between the contracting parties.

Contract enforcement is more effective when parties who directly benefit from contractual performance are considered within the scope of legal protection, even if they were not originally parties to the contract (Ikromi, 2024). The benefit structure flowing from a contract often creates strong factual relationships, giving third parties a legal interest that contracting parties cannot disregard (Ekaputra & Zubaedah, 2024). A person who is not a party to the agreement may have a significant connection to fulfillment of contractual performance (Ekaputra & Zubaedah, 2024). This illustrates that benefit distribution under an agreement may generate implicit legal relationships, even if they are not expressly stated in the contract.

This connection does not arise from direct agreement, but from the reality that execution of the contract is directed toward, or directly affects, a third party, thereby creating a form of normative obligation derived from the purpose, execution, or design of the contract itself (Setyabudi, 2023). This pattern explains the position of third parties who, although outside the scope of privity, may still have rights or

interests in the outcome of a contract between other parties. This framework provides an important theoretical basis for understanding how students participating in the MBG program may have a legal status protection, even though they did not directly participate in negotiating or signing agreements between BGN, acting through Nutrition Fulfillment Service Units (SPPGs), and educational institutions.

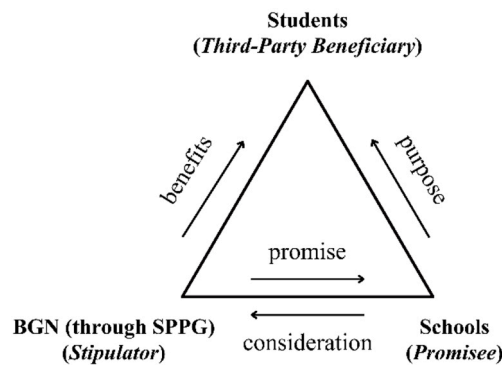


Figure 3. The Position of the Parties in the MBG Program Agreement

Figure 3 illustrates the contractual structure for implementation of the MBG program. BGN, acting through SPPGs, as the promisor, undertakes obligations to educational institutions as the promisees to send and distribute MBG meal packages to all students in the relevant schools, while students are positioned as intended third-party beneficiaries (Balliu et al., 2022). Students receiving benefits under the MBG program may be considered intended third-party beneficiaries because they have no contractual nexus with BGN, acting through SPPGs, yet receive direct benefits from the execution of agreements between BGN, acting through SPPGs, and schools or food vendors. This doctrine is consistent with Article 1317 of the Civil Code, which recognizes that an agreement may be made for the benefit of a third party even if that party is not a signatory to the agreement (Sufiarina et al., 2024).

The position of students as beneficiaries of the MBG program may therefore be constructed as that of a group entitled to receive performance in the form of access to and consumption of nutritious food guaranteed to be safe, suitable, and compliant with applicable quality standards (Qomarullah et al., 2025). Their placement as intended third-party beneficiaries satisfies key characteristics of a relevant legal relationship, namely the existence of identifiable benefits, a defined distribution purpose, and risk allocation directed toward MBG program organizers. Therefore, even though students are not formally bound by the agreement, their position has sufficient contractual relevance to permit recognition of enforceable rights if the relevant conceptual elements are satisfied.

Article 1317 of the Civil Code opens the possibility for agreements made for the benefit of third parties, in contrast to Article 1340 of the Civil Code, which affirms the general rule that agreements bind only the parties who conclude them (Thalib & Aisyah, 2024). The tension between these two provisions becomes a focal point of doctrinal analysis. The Restatement (Second) of Contracts categorizes beneficiaries into several types, namely intended, incidental, donee, and creditor beneficiaries, which may be used as an analytical instrument to determine enforceability of rights arising under an agreement (Eisenberg, 2018). Recognition of third-party rights should be based on the express intent of the parties and considerations of substantive fairness, rather than on an unwarranted expansion of the promisor's liability.

The author argues that, among the recognized categories of beneficiaries, the most appropriate category to describe the legal status of students receiving benefits under the MBG program is that of intended beneficiaries. The principal criteria for identifying intended beneficiaries include four normative elements:

- a. The parties' intention that benefits are directed to a third party: The parties must demonstrate that the purpose of creating the contract was to provide a direct benefit to a third party, rather than merely producing an incidental effect (Eisenberg, 2018). Evidence of such intent may ordinarily be found in the wording of the contract, supporting documents, or the context of negotiations, all of which may clarify the objective of benefiting certain persons. A formal clause stating that food is provided to students as ultimate beneficiaries strengthens their status as intended beneficiaries.
- b. Knowledge and consent of the promisor regarding the identity of the ultimate beneficiary and the consequences of the obligations undertaken: The promisor must know who the ultimate beneficiary is and consciously accept the consequences of obligations undertaken toward that beneficiary (Hermawan et al., 2024).
- c. The creation of enforceable obligations substantially directed toward producing benefits: The contract must create obligations that are sufficiently clear, specific, and legally enforceable so that their performance is genuinely directed toward producing benefits for third parties (Nurfadillah, 2025).
- d. A causal relationship (nexus) between breach of obligation and losses suffered by a third-party beneficiary: There must be a provable causal link between breach of contractual obligations and losses suffered by the third-party, so that enforcement claims rest on demonstrable harm (Nurfadillah, 2025).

The Restatement (Second) of Contracts affirms that recognition of an intended beneficiaries is appropriate when enforcement of their rights is necessary to achieve contractual intent, and this criterion is relevant in interpreting Article 1317 of the Civil Code (Eisenberg, 2018). Under the Civil Code, the element of intent may be interpreted by examining extrinsic evidence that supplements the agreement, because a generic statement unsupported by actual practice may fail to satisfy the burden of proof. The element of the promisor's knowledge in this context is assessed objectively, namely whether the promisor could reasonably be expected to know the identity of the beneficiary.

The element of intent in MBG-related food poisoning incidents may be examined thru through contractual clauses and implementation evidence demonstrating that distribution is purposefully directed toward students within educational institutions, together with normative provisions expressly stating that they are target beneficiaries of the MBG program. Article 4 (2) (a) of Perpres No. 115/2025 provides: "The target group as referred to in paragraph (1) is intended for students at the early childhood education, primary education, and secondary education levels in general education, vocational education, religious education, special education, special service education, and pesantren education environments."

Contractual provisions referring to the provision of food for all students, the establishment of delivery points at schools, or binding nutritional specifications (as shown in Figure 4) indicate an objective intent within the agreement (Putra, 2025). Scheduled distribution practices, proof of payment linked to the number of beneficiaries, and operational documentation such as confirmation of MBG program receipt, further strengthen the evidentiary basis (Santoso et al., 2025). A teleological

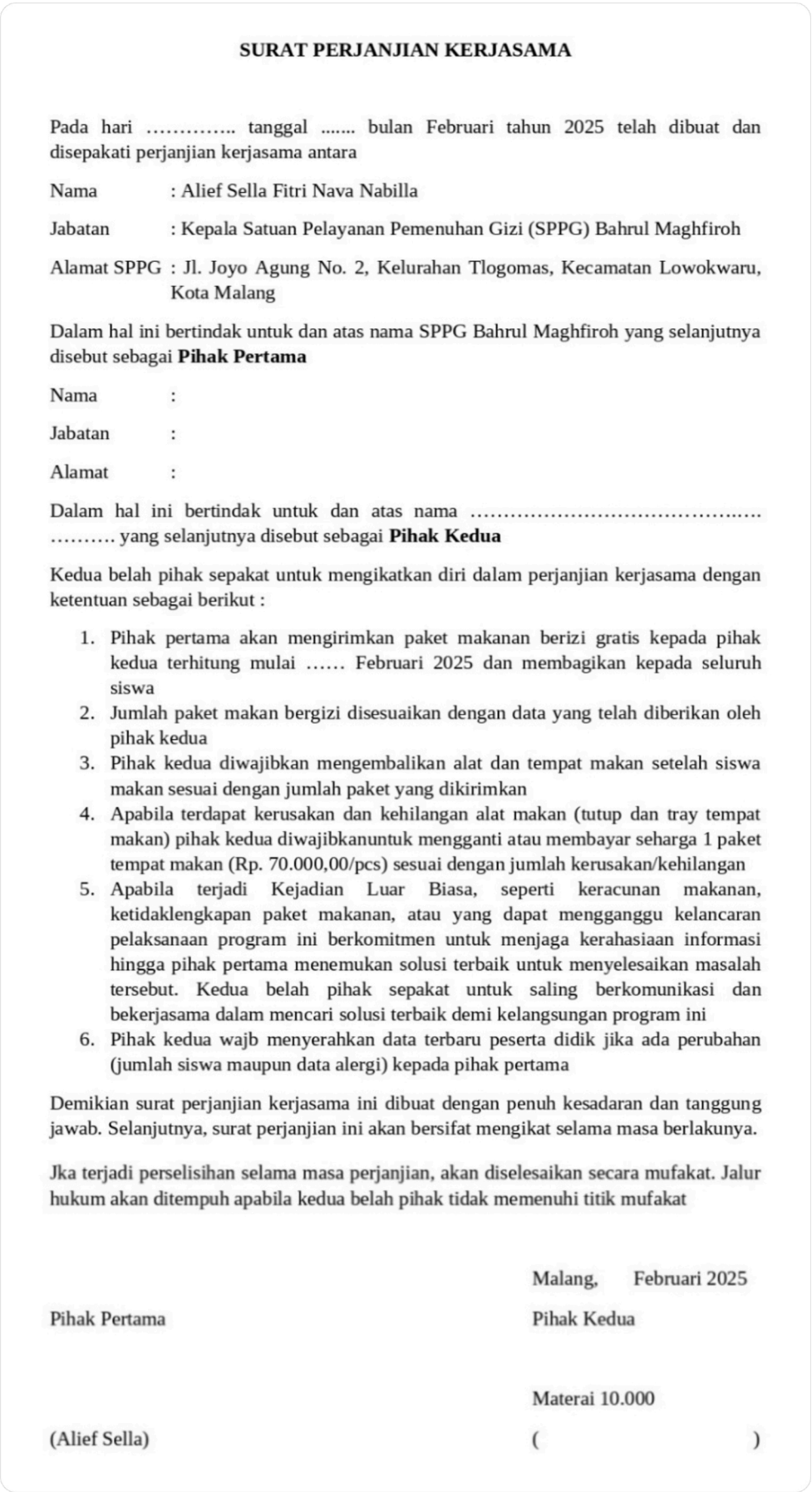


Figure 4. Example of a Cooperation Agreement for the Implementation of the MBG Program

approach to these clauses is consistent with the principle of the social function of contracts, which emphasizes protection of vulnerable groups. Therefore, textual statements integrated with operational practices may more readily be viewed as evidence of intent satisfying the classification of intended beneficiaries (Chess, 2022).

If court recognizes the students' status as intended beneficiaries, the resulting enforceable remedial right would be a claim for breach of contract against the promisor, either for specific performance of the obligation or damages for arising from failure to meet the guaranteed quality standard. An alternative civil claim may be brought on the basis of unlawful act (*perbuatan melawan hukum* or PMH) if negligence regarding SOP compliance is proven and causes health-related losses to MBG program beneficiaries. The appropriate amount of compensation may include medical treatment costs, estimated long-term recovery costs, and non-pecuniary damages for losses suffered by beneficiaries affected by MBG-related food poisoning (Susanto & Suyatna, 2025).

3.1.2. Substantive Rights of Students Receiving Benefits under the MBG Program as Protected Third-Party Beneficiaries

Although students are not parties to the contract, their status as citizens and vulnerable groups expands the scope of protection through the obligations of the MBG program coordinator, namely BGN through SPPGs (Oktawila & Bagijo, 2025). The direct-benefit nexus created by the MBG contract establishes a legal relationship that makes their rights normatively enforceable. Substantive protection for students arises not only from the concept of third-party beneficiaries, but also from the mandate to protect and ensure fulfillment of nutritional standards in the provision of free nutritious meals, as stated in Perpres No. 115/2025, Article 26(1): "The National Nutrition Agency guarantees nutritional standards in the provision of free nutritious meals."

The nutritional standards guaranteed by that article must take into account diverse, balanced, and safe food-consumption patterns, as well as local potential and local wisdom (Kamalawati et al., 2025). The substantive rights of students who received benefits and suffered MBG-related food poisoning are as follows:

- a. The right to full medical recovery and reimbursement of costs: This right is based on Article 62 of Law No. 39/1999 concerning Human Rights (Human Rights Law), which states: "Every child has the right to receive adequate health services and social security, in accordance with their physical, mental, and spiritual needs." Permenkes No. 2/2013, particularly Article 10 (1) also supports this right, by providing that: "Community health centers, hospitals, and other health service facilities that receive food poisoning victims are obliged to take action to help the victims." Mandatory response measures for students receiving MBG benefits who suffer poisoning include medical examinations, administration of medication, detoxification processes, and other treatment consistent with applicable health-service standards (Apriliyanti et al., 2025). Health facilities lacking adequate capacity are required to refer victims to other facilities (Apriliyanti et al., 2025). Fulfillment of medical obligations constitutes a concrete form of *restitutio in integrum*; therefore, financing medical treatment is not merely a contractual issue, but also an administrative obligation of the state or MBG implementers in a food-poisoning outbreak.

- b. The right to a sense of security when consuming food: This right is a direct derivation of the right to health and safety guaranteed by Article 28H (1) of the 1945 Constitution. Students participating in the MBG program are therefore entitled to assurance that the food they consume does not threaten their health (Salsabila & Wahyudi, 2025). This assurance includes the government's obligation to supervise and prevent food-poisoning incidents, as stated in Article 92 (1) of the Food Law: "The Government and/or Regional Governments shall periodically oversee and prevent the level or content of contaminants in Food."
- c. The right to educational recovery and continuity learning: The constitutional right is rooted in the state's obligation to guarantee access to education, as mandated by Article 31 (1) of the 1945 Constitution: "Every citizen has the right to receive education." The right to educational recovery logically follows from the state's duty to protect children's rights. When MBG-related food poisoning disrupts learning access, restorative interventions beyond medical compensation become mandatory including remedial educational services and psychosocial support to restore learning capacity and prevent long-term loss of educational rights (Raamdhani et al., 2025).

The legal reinforcement of several substantive rights of students receiving MBG benefits necessarily requires clear and structured evidentiary-management support, as stipulated in PP No. 86/2019, particularly Article 79 (1) (b), which states: "Problems and/or input from the public submitted orally or in writing as referred to in Article 78 must be accompanied by information regarding the alleged violation of Food Security, complete with initial evidence." Article 5 (1) of Permenkes No. 2/2013 also emphasizes that: "The Head of the District/City Health Office or the Head of the KKP after receiving reports from puskesmas, hospitals, or the public regarding suspected food poisoning are obliged to conduct an epidemiological analysis of the victims and the suspected source of poisoning and/or the Regional Government periodically monitors and prevents the level or content of contaminants in Food."

3.2. Legal Liability of BGN as the Coordinating Authority and of SPPGs as the Operational Implementing Units toward Third-Party Beneficiaries

3.2.1. Operational Obligations of SPPGs and Supervisory Obligations of BGN in the Contractual Dimension of Third-Party Beneficiary Rights Recovery

The authority of BGN, exercised through SPPGs over the supply chain and operational documents places it in a central position for factual verification when there is suspected failure non-compliance with SOPs and irregularities in distribution flows (Oktawila & Bagjjo, 2025). Warranty, indemnity, and risk-allocation clauses contained in a contract do not automatically eliminate the obligation to compensate third parties if a breach of contract is proven. Claims may shift from breach of contract to unlawful act when causal link between defective contractual performance and the students' losses can be established based through empirical evidence, including laboratory findings.

Implementation in the field has shown widespread disregard for these provisions. The Deputy Head of BGN, Nanik S. Deyang, stated that approximately 80% of mass food-poisoning cases were caused by non-compliance with SOPs (Milah, 2025). One example of such violations is that many SPPGs purchased food ingredients too early (e.g., four days before cooking), even though the SOP requires purchase two days in advance, resulting in reduced freshness (Info, 2025). The maximum six-hour limit

between cooking and consumption was often exceeded, with one SPPG reported to have delayed food delivery for up to 12 hours (Widodo, 2025). Such violations contributed to the poisoning of thousands of students. Dozens of SPPGs proven to have violated SOPs were temporarily closed (Widodo, 2025). The government also requires every SPPG kitchen to have a Hygienic and Sanitary Suitability Certificate (SLHS) and sterilization equipment for tableware.

3.2.2. Mechanism for Civil Law Resolution of Mass Food-Poisoning Incidents Associated with the MBG Program

Civil legal protection in the implementation of the MBG program has a restorative function, namely to restore the legal position of beneficiaries to its original state before a mass food-poisoning incident occurred, including recovery of medical costs, physical suffering, and psychological distress experienced by students (Badri et al., 2024). This protection model is repressive because it operates only after a breach of duty and actual loss have occurred, making compensation the principal instrument for restoring the rights of students as third-party beneficiaries (Winriadirahman, 2026). The balance between the restorative function and the repressive nature of civil protection confirms that the successful restoration of victims' rights depends greatly on recognition of a breach of duty and proof of actual losses, making compensation the central instrument for restoring students' legal position.

Legal efforts to fulfill the right to compensation for losses suffered by students receiving benefits under the MBG program in the civil-law domain may be pursued through both non-litigation and litigation channels, each with distinct mechanisms and advantages, as follows:

- a. Non-Litigation Channel: This channel may be pursued through among mediation between schools, SPPGs, and parents of students to reach a compensation agreement without judicial proceedings (Jeremia Alexander & Otlief Jannes R., 2023). This scheme is efficient because it does not require complex evidentiary procedures and may result in faster compensation than litigation, especially when the losses are clear and undisputed (Jeremia Alexander & Otlief Jannes R., 2023). Resolution may also be achieved through negotiation facilitated by local government and the Food and Drug Supervisory Agency (BPOM), serving as an administrative mechanism that prioritizes restoration of rights without formal dispute. This settlement model retains legal force when formalized in a written settlement agreement signed by the parties and may be enforced as a civil obligation if breached (Made & Dewi, 2021).
- b. Litigation Channel: This channel is pursued when students receiving benefits under the MBG program suffer losses, whether material or immaterial, and/or when SPPGs refuse to accept legal responsibility, resulting in a lawsuit filed before the District Court based on breach of contract or unlawful act under the Civil Code (Jeremia Alexander & Otlief Jannes R., 2023). The lawsuit may be filed individually or as a class action, considering that the mass food-poisoning incident involves multiple victims with similar losses arising from the same cause. A court judgement has binding force (*res judicata*) and may allow victims to obtain both material and non-material compensation, including the treatment costs and compensation for loss of a sense of security (Suryoutomo et al., 2022).

4. Conclusion

The legal status of students receiving MBG benefits who experienced poisoning can and must be protected within the framework of civil law through the concept of intended third-party beneficiaries. The students were not parties to the execution of the MBG program agreements, but rather the primary beneficiaries of the contractual performance designed from the outset in the MBG implementation agreements between BGN (acting through SPPGs) as the promisor and educational institutions as the promisees. This legal protection is valid because Article 1317 of the Civil Code expressly recognizes agreements made for the benefit of third parties, and the objective of the MBG contract is clearly directed toward meeting the nutritional needs of students as the target group.

The MBG program's SOPs regulate all operational stages, from procurement and processing to food distribution, while BGN functions as the supervisory authority and SPPGs serve as the operational implementing units responsible for compliance. As intended third-party beneficiaries, students are entitled to compensation when SOP violations result in mass food-poisoning incidents, with liability arising through claims based on breach of contract or unlawful acts. The fulfillment of these rights may be pursued through non-litigation mechanisms, such as mediation and negotiation, or through litigation, including individual lawsuits and class actions, to ensure the recovery of medical expenses and compensation for both material and immaterial losses.

4.1. Research Limitations

This study has several limitations that should be acknowledged. First, the study is normative-legal in nature, so its principal focus is analysis of legal texts and conceptual frameworks, thereby limiting the ability to draw empirical causal conclusions regarding operational factors. Second, the research timeframe is relatively short, focusing on the period after the MBG program launch in 2025 until early 2026, thus, the long-term dynamics of policy implementation have not yet been adequately observed.

4.2. Suggestions for Future Research

Further research should adopt a mixed-methods approach combining comparative legal analysis with quantitative and qualitative field research to address current limitations. It is recommended that future studies conduct longitudinal epidemiological research and standardized laboratory testing to monitor MBG food quality over a longer period, as well as ethnographic research on SPPG kitchen operational practices to understand contextual factors contributing to SOP failures. Legal research involving in-depth interviews and surveys with students, parents, SPPG staff, and BGN officials may reveal implementation barriers and perceptions of responsibility not captured by normative studies.

Acknowledgments

We would like to extend our sincere gratitude to all those who assisted and participated in discussions for this study. The academic community of the Faculty of Law at Jember University deserves special recognition for their genuine commitment and enthusiasm in sharing their insights and time.

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