

LEGAL PROTECTION FOR CONSUMERS IN ONLINE SALE TRANSACTIONS

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ABSTRACT

The growth of online buying and selling transactions in the business world in Indonesia needs legal protection for the parties. Legal protection issues in the e-commerce sector, include issues regarding the rights of parties, especially consumers of buying and selling online. This research aims to determine the extent to which online transactions for buying and selling are protected by consumer law and the legal efforts that consumers can take if there is fraud in online transaction. The research method used in this Article is a normative juridical research method. This research is qualitative descriptive. Data used in this research is secondary data which covers Primary, secondary, and tertiary laws. Data collection is a library technique. Qualitative description is used as a data analysis technique. The findings of this research and discussion determine that the legal protection for consumer in an online transaction is provided in Law Number 19 of 2016 concerning Information and Electronic Law and Law Number 8 of 1999 concerning the Protection of Consumers. The protection for consumers is supported by the involvement of various government agencies, national consumer protection agencies, and non-government consumer protection agencies. Conflicts related to non-fulfillment of obligations can be resolved using litigation and non-litigation lawsuits.

Keywords: Consumers; Protection; Transactions; Buying and Selling; Online

INTRODUCTION

The evolution of technology has a direct impact on the changes in everyday behavior in human life. The Internet is another striking illustration of the advances of modern technology, one point of which is the emergence of a new world known as the virtual world. The virtual world is the realm of virtual reality, or computer-mediated communication, in which individuals can communicate with each other using computers. Information technology (IT) creates new opportunities for human labor. The new era of Internet information technology, more broadly called the digital economy, is ready to enter the global economy.¹

For a variety of uses, including trading, sending emails, and searching for information and news, the Internet has made information and electronic communication channels

¹ Rinitami Njatrijani Andhika Mediantara Primayoga, Hendro Saptono, 2019, "Perlindungan Hukum Terhadap Konsumen Yang Menerima Barang Tidak Sesuai Pesanan Dalam Transaksi Jual Beli Online," *Diponegoro Law Journal* 8, no. 3: 1732–43.

popular.² The Internet is useful for information and electronic communication channels for a variety of purposes, such as trading, sending email messages, searching for data and news. Computers connected or connected to the Internet are said to be online. In fact, mobile phones can now be used to access the Internet and also computers that can facilitate connections so that it's faster and easier.

The economy is heavily affected by the use of Internet technology because it provides many business choices, one of which is e-commerce, or the exchange of goods and services between buyers or sellers through electronic media or the Internet. By driving patterns of consumer producer interaction virtually, online transactions are changing the traditional business paradigm. Electronic signature supported e-commerce trading system. This electronic signature is intended to be used during purchase, delivery, and inspection.³ There are two subjects of e-commerce law between consumers and corporate perpetrators. Because the sale and sale of goods is done through digital media, then the existence of an internet connection is also necessary.

The following variables affect online transactions, e-commerce has four main benefits: 1) can reach a wider audience and give consumers access to up-to-date information; 2) makes entrepreneurs inspired to regularly share innovative and informative content; 3) is efficiently contently, affordable, and provides information; and 4) consumers make increased satisfaction aimed at offering fast service, ease, security, and accuracy.⁴ Each party involved in online trade has the right and responsibility of selling goods. Because the seller offers products online, then the sender's duty is to provide accurate and honest information related to the goods to the consumer.⁵ Each party involved in online trade has the right and responsibility of selling goods. Because the seller offers products online, then the sender's duty is to provide accurate and honest information related to the goods to the consumer.⁶

This online transaction activity has a number of weaknesses. First, the customer may not be able to physically see the goods in the desired shape and condition. Second, online transactions do not establish a direct communication route between the buyer and the online business entity, which can result in problems related to the losses of the purchaser, such as delays in delivery, errors and failure to deliver goods as promised.⁷ Similarly, transactions involving purchases and sales online, occur failure to pay. When a debtor fails to perform his duty as agreed in a treaty, it is called discharge. ⁸ In general, if the debtor is found to be in breach of responsibility, then there is a new performance. However, online shopping transactions have a time limit for the seller to complete the settlement, so it is considered necessary for the creditor or buyer to warn or persuade the Debtor to guarantee he performs his responsibility (*somasi*)⁹.

The imbalance of interaction between customers and corporate perpetrators has become a problem for internet transactions. Consumers often suffer greater losses and are regarded as the object of the seller/seller does not care about customer satisfaction or the quality of the product, only profit. Although losses can still occur, online transaction activity cannot be

² Aryani Witasari, 2022, "Tinjauan Yuridis Perlindungan Hukum Terhadap Konsumen Dalam Transaksi Jual-Beli Secara Online (E-Commerce)," *Prosiding*, 275–91. DOI: <https://doi.org/10.29303/ulrev.v8i1.332>

³ Novianti Lestari et al., 2023, "Upaya Perlindungan Hukum Bagi Konsumen Dalam Transaksi Jual Beli Online (E-Commerce)," *Nusantara: Jurnal Ilmu Pengetahuan Sosial* 10, no. 6: 2871–78.

⁴ Abdul Halim Barkatullah, 2010, *Hak-Hak Konsumen*, Bandung: Nusa Media, p.

⁵ M. Zaki Attirmidzi Rizka, 2022, "Perlindungan Hukum Terhadap Konsumen Dalam Sistem Transaksi Online Perspektif Undang-Undang Informasi Dan Transaksi Elektronik," *Jurnal Supremasi* 12, no. 3: 97–108.

⁶ Oktaviyani Pestauli Sinaga, Nelli Herlina, dan Herlina Manik, 2023, "Perlindungan Hukum Terhadap Konsumen Dalam Transaksi Jual-Beli Melalui Media Facebook," *Zaiken: Journal of Civil and Bussiness Law* 4, no. 1: 72–90.

⁷ Shelva Shendy Bennedicta, Al Qodar, dan Purwo Sulisty, 2023, "Jual Beli Online Dengan Metode Pembayaran Cash On Delivery (COD)," *Unes Law Review* 5, no. 4: 2536–48.

⁸ I Putu Erick Sanjaya Putra, I Nyoman Putu Budiarta, dan Ni Made Sukaryati Karma, 2019, "Perlindungan Hukum terhadap Konsumen dalam Jual Beli Barang Melalui E - Commerce," *Jurnal Analogi Hukum* 1, no. 2: 239–43.

⁹ Elfirda Ade Putri, 2023, "Perlindungan Konsumen Pada Transaksi Jual Beli Online," *Jurnal ABDIMAS* 6, no. 1: 55–64.

avoided given the increasingly sophisticated and complex dynamics of technology. Selling and buying products online carries a number of risks. 1) How long it takes to ship the goods and whether they meet the expectations is one of the risks. 2) The goods delivered did not come as promised. 3) The damaged goods cannot be returned, and the refund is delayed.¹⁰

The phenomenon of harmful consumers requires legislation to be able to protect against losses that lead to fraud. Legal certainty to both consumers and sellers is needed to maintain a level of consumer confidence in online transactions. The seller commits fraud, e.g. the goods presented in the online store do not correspond to what the customer received, goods do not match the description of the advertisement, or orders of goods not to the destination of the address¹¹.

In its current development with several online stores popping up, so many take advantage of to take personal advantage by committing fraud. At the beginning of 2010-2011, a lot of fake online stores emerged both through websites and social networks.¹² Fake online stores promise a price that's much cheaper than the normal price. In practice, they usually ask for a 50% transfer at the beginning and promise to deliver the goods as soon as possible. However, the next day, they asked for discharge on the grounds that there was a problem with the customs or administration and promised that they would deliver them as quickly as possible. After the exhaustion is done by the buyer, the seller activates the phone number that was used to contact the buyer. Based on the cases above, the government should make regulations concerning online stores. One violation case from a fake online store may harm public trust. The public is afraid to buy online. Therefore, this study will review further the legal protection for consumers and provide legal certainty to the consumer. The protection shall guarantee consumers obtain their rights and obligations as written in the contract of sale and sale transactions.

Protection of information and electronic transactions regulated by Act No. 19 of 2016 can be used to protect against fraud by manufacturers¹³. Act No.8. 1999 concerning the Consumer Protection regulates the rights and obligations of producers to consumers but only applies to traditional trade. Meanwhile, there is currently no explicit legal regulation on rights and obligations to consumers in electronic transactions. The problem formula of this scientific study is: How is the legal protection for consumers in online shopping transactions? and how is it resolved if there is a dispute against both parties at the time of the transaction?

METHOD

This research uses a type of qualitative research. Qualitative research is a research procedure that produces descriptive data in both written and oral words of observed people and behavior.¹⁴ This research approach uses methods of normative legal research related to the current implementation of research to address issues of protection of consumer law transactions¹⁵. The method of approach to the problem used in this study is the legislative approach (Statute Approach) by examining the Act No. 8 of 1999, Law No. 19 of 2016 and KUHP data. The technique of collecting legal material in this writing uses the study of the library, i.e. by collecting the legal material derived from the laws, written works, whether from

¹⁰ Dina Hernida et al., 2023, "Perlindungan Hukum Bagi Konsumen Dalam Transaksi Jual Beli Online (E-Commerce)," *Consensus : Jurnal Ilmu Hukum* 1, no. 3: 121–28.

¹¹ Roberto Ranto, 2019, "Tinjauan Yuridis Perlindungan Hukum Terhadap Konsumen Dalam Transaksi Jual Beli Melalui Media Elektronik," *Jurnal Ilmu Hukum Alethea* 2, no. 8: 145–63.

¹² Setyo, Triyono. 2012, "Perkembangan E-Commerce Di Indonesia." Universitas Pasundan. <http://www.unpas.ac.id/perkembangan-e-commerce-di-indonesia>.

¹³ Syarah Tilawah Hasugian, Nasrianti, dan Budi Bahreisy, 2023, "Perlindungan Hukum Terhadap Konsumen Atas Hak Informasi Dalam Transaksi Jual Beli Online," *Jurnal Ilmiah Mahasiswa (JIM-FH)* VI, no. 2: 72–89.

¹⁴ Soerjono Soekanto dan Sri Mamudji, 2014, *Penelitian Hukum Normatif*, Jakarta: PT. Raja Grafindo, p. ¹⁵*Ibid*.

books, journals, research results, etc., which can be used to support the solution of problems in writing.

ANALYSIS AND DISCUSSION

Consumer Law Protection by Online Purchasing Transactions

The use of the Internet for transactions involves a number of circumstances, all of which have legal consequences. If one of the parties to an electronic sale transaction fails to perform, then the injured party will be increasingly difficult to claim any losses resulting from acts against the law. Customers and sellers do not make business transactions face-to-face when buying anything. Studying the legal laws relating to consumer protection when conducting online transactions through e-commerce is very important.

The problem of execution of online sales transactions is:¹⁵

1. inaccurate information about the goods sold or doubts about whether the customer learns something useful or about their decision making when completing the transaction; goods ordered by the customer could not be identified, seen, or touched instantly.
2. Especially when it comes to electronic payments, there are no guarantees of transaction security, privacy, or an explanation of the dangers of technology.
3. Unclear status of the legal subject of the seller uneven risk charge: When buying and selling online, the customer pays in full in advance, even though the product may not arrive immediately because the warranty only covers the delivery promise and not the receipt of the goods.
4. Because cross-border transactions are basically unlimited, it is unclear to what extent each country's legal system should be involved.

Online shopping is a new and growing strategy. It's because the possibility can make it easier for customers to buy what they need. You can easily and comfortably do online transactions as long as you have an internet connection. However, online business has its shortcomings, including potential legal problems and losses to customers.¹⁶ Researchers studying online sales transactions referring to the establishment of traditional KUH Perdata sales agreements because there is no clear legal certainty in Indonesia to conduct online trading. The definition of the sale and purchase agreement, including the Perdata KUH, is simply extended when someone makes a business using electronic means on the Internet. The difference in the reality of this online agreement is unique because of the dominant function of the media and electronics.

Online transactions and the virtual world are different from traditions in traditional markets. Sellers and buyers can collaborate or interact directly. Digital signatures and other electronic instruments are used as means of transaction when the buyer or seller cannot meet in person. Transactions are done over the internet. Article 1457 relates to a contract of sale and purchase which means that the contract of the parties agreed to transfer the right of ownership of a thing and the agreement of payment of a sum of money from the other party.

Prices and goods are the main (or crucial) components of a purchase and sale agreement. The sale and purchase agreement is formed when the "agreement" on goods and prices is made, according to the basis of the agreement I have entered into. A sale and sale agreement valid is created if the product and price are agreed between the parties. Article 1458, that is, the sale is declared to occur when both the seller and buyer agree on the good and the price, even if the goods have not been delivered or the money has not been paid. Thus, it can be said that

¹⁵ Roberto Ranto, *Op.Cit.*, p145-164.

¹⁶ H. Imaniyati, N.S. and Syawali, 2000, *Hukum Perlindungan Konsumen*, Bandung: Mandar Maju.

an agreement is valid or binding on all parties involved and that it is valid as a law only to say “agreed” without requiring a written document, act, or other formality.¹⁷

Although the seller and buyer have liabilities under the contract of sale, the sender also is subject to two (two) main obligations under Article 1474 of the Code of Procurement, namely:

- a. Handing over goods.
- b. And bear it.

1513 “The main obligation of the buyer is to pay the purchase price, at the time and place as stipulated in the agreement.”

Act No.8.1997 that Article one (1) number two (2) is Company documents are data, records, and/or information created and/or received by the company in the course of its activities, whether written on paper or other media, or recorded in any form that can be seen, read, and heard. “This law regulates the sale and sale of transaction documents online between the seller and the buyer. According to the Article 2 of the UUDP, a letter of association is made up of matters, namely, the fact that it is divided into two groups according to the law of the company:

- a. Financial related documents, including: records, accounting evidence, and financial management support information; these documents serve as proof of rights, obligations, and commercial operations of the company.
- b. Other documents include all forms of written or data, even if not related to financial records, contain valuable information for the company.

Article 9 of the UUDP further stipulates that the note must be made according to the needs of the company and signed by the executive head or other person appointed by the company concerned:

- a. Annual balance sheet documentation, annual profit and loss calculations, or other written descriptions of the loss and profit balance is required.
- b. Records may be made on paper or through other media, including a logbook of daily transactions, accounts, and other records containing rights and obligations as well as other information related to the company’s commercial operations.

The transfer of forms belonging to the buyer and stamps of proof of transaction as a means of evidence (proof) or the legal process regulated by Chapter III Article 12 UUDP. The legality of information storage media, i.e. allowing the transfer of corporate records to microfilm or other media, requires the consent of the CEO or other designated official of the associated company. Government Regulation No. 88 of 1999 regulates the procedures relating to the legalization and transfer of documents of microfilm business or other media¹⁸. Article 16 of the Government’s Rules lists the following as reliable evidence:

1. Documents printed or transferred to microfilm or other media can be accepted as evidence.
2. Printed documents converted to microfilm may be permitted for use in court cases and other legal contexts.

Therefore, the printed proof of transactions belonging to the buyer and the online sale transaction papers stored in the merchant database can be used as proof or legal process. There has been a violation of any of the standards of consumer protection listed in Act No.8 of 1999 Relating to Consumer Protection. In short, any action taken to protect consumers must stick to preventive and repressive efforts in every territory where consumer protection is provided.

¹⁷ Ni Putu Gita Padmayani, I Nyoman Putu Budiarta, dan Ni Made Puspasutari Ujianti, 2023, “Perlindungan Hukum Terhadap Konsumen Bagi Pengguna Kosmetik Ilegal Yang Diiklankan Influencer Di Media Sosial,” *Jurnal Preferensi Hukum* 3, no. 2 : 312–17.

¹⁸ Ni Made Mirah Dwi Lestari, I Nyoman Putu Budiarta, dan Ni Gusti Ketut Sri, 2022, “Upaya Perlindungan Hukum terhadap Kreditur atas Debitur Wanprestasi dalam Perjanjian Kredit pada Masa Pandemi Covid-19,” *Jurnal Interpretasi Hukum* 3, no. 1: 176–81, <https://doi.org/10.22225/juinhum.3.1.4740.176-181>.

Purchasing transactions, carried out online, under the Electronic Information and Transactions Act and Government Regulations on Systems Maintenance and Electronic Transaction, remain recognized as accountable electronic transaction. According to Article 47, paragraph (3) of the Government Regulations on the Maintenance of Electronic Systems and Transactions Electronic Contracts contain at least the following things: the identity data of the parties, prices and costs, objects and specifications, the requirements of electronic transactions, procedures in the event of cancellation by the parties; provisions that give the injured party the right to be able to return the goods and/or request replacement of the product if there is a hidden defect; and the legal option of the completion of the electronic transaction.

Thus, on the theory of supporting electronic transactions that occur in the case can use the instruments of the Electronic Information and Transaction Act and/or Government Regulations Maintenance Law of Electronic Systems and Transactions as the legal basis in the resolution of the problem.

Consumer Protection, In Article 48 Paragraph (1) of Government Regulation No. 71 of 2019 concerning the Implementation of Electronic Systems and Transactions. reaffirms that the entrepreneur/seller who offers products through electronic systems is obliged to provide complete and accurate information concerning the terms of the contract, the manufacturer and the products offered. The following paragraph further affirms that the entrepreneur/seller is obliged to provide clear information about the contract offer or advertisement. The question arises as to how if the goods on the part of the consumer does not comply with what is promised in Article 48 paragraph (3) of the Government Regulations on System Maintenance and Electronic Transactions regulates specifically about such a matter, that is, the entrepreneur is obliged to give a time limit to the consumers to return the delivered goods if it is not in accordance with the agreement or there is a hidden defect. In addition to the above two provisions, if it turns out that the goods received did not match the photo in the online store advertisement (as a form of offer), we can also sue the entrepreneur (in this case is the seller) on the pretext of failure to perform the sale transaction you made with the vendor.

According to Article 1 of Act No. 8 of 1999 on Consumer Protection, determine that the consumer rights are: 1. The right to comfort, security and safety in consuming goods and/or services; 2. the right to choose goods or services and to obtain such services in accordance with the exchange rate and conditions and guarantees promised. The rights granted to the consumer (buyer), must be balanced with the obligation given to consumers so that the consumers are not arbitrary in performing their actions then, such rights are limited. The consumer's obligations, as set out in Article 5 of the Consumer Protection Act No. 8 of 1999, are: to read or follow instructions on information and procedures for the use or use of goods and/or services, for the sake of safety and security; to be willing to enter into transactions for the purchase of the goods or services; to pay in accordance with the agreed exchange rate; to make efforts to resolve consumer protection disputes law properly.

The consumer's obligation to follow instructions in the disturbance of goods and/ or services is sometimes neglected by the consumer. Usually, the entrepreneur has included the instructions of the buyer in the product he makes. For the execution of the contract of sale, the existence of good faith is something that must be owned by the parties. The legality or validity of a contract or agreement in particular in electronic sales contracts has become a relatively new phenomenon for Indonesian positive law in general. It needs to be studied further on the legal aspects of proof in particular. The process of proofing an event can be done in several ways. According to Paton in his book *A Textbook Of Jurisprudence*, evidence can be oral, documentary, or material, oral proof means the words spoken by a person in court, meaning that a testimony about an event is an instrument of evidence of an oral nature, evidence of a documentary nature is a tool of

evidence in which a letter or a tool is written, while material evidence is a means of physical evidence of things that are visible or visible in addition to a document. Electronic Contracts and Consumer Protection based on the Law on Information and Electronic Transactions and the Government Regulations on System Maintenance and Electronic Transactions. The sale and sale transaction, which is conducted online, under the Act on Electronic Information and Transaction and the Regulations of the Government on Systems Maintenance and Electronics Transaction remains recognized as an electronic transaction that can be held accountable. The Electronic Contract contains at least the following: the identity data of the parties, prices and costs, the object and specifications, the conditions of the electronic transaction, the procedure in the event of cancellation by the parties; the provision that grants the injured party the right to be able to return the goods and/ or request a replacement of the product if there is a hidden defect; and the legal option for the execution of electronic transactions.

As a result, in electronic transactions that take place in court, the Instruments of Information and Electronic Transactions and/or the Penal Law Procedures for System and Electronic Transactions can be used as a legal basis for the processing of permanent sales. Consumer Protection, paragraph 48 paragraph 1 of the Law on Electronic Transactions and Systems stipulates that businesses offering goods through electronic systems must provide comprehensive and accurate information about the products, suppliers, and contracts they offer. In the next paragraph, it is further explained that the business owner must provide clear information about contract or advertisement renewal. The question arises: what should be done if the goods supplied to the customer's organization are not in line with what was agreed upon? According to paragraph 48 clause (3) of the Peraturan Pemerintah Penyelenggaraan Sistem dan Transaksi Elektronik, the operator must provide specific information about this, i.e., the business owner must provide

Guidelines for Contracts with Parties Affected by the Sale and Purchase of Electronic Goods (E-Commerce) For many individuals selling goods in the world today, it's a new train or style that's been somewhat popularized by many people. Many people believe that the practice of selling goods online in the Maya world is the same as the practice of selling goods in person, face-to-face, and limited to the person who is buying the item. Due to this, writers are attempting to clarify the implications of online transactions in the Maya world. In this study, pedagogy and salespeople, as well as other relevant parties, engage in a common activity based on mutual understanding to provide goods or services on time. This kind of online buying is seen in electronic media that, in a physical sense, is not necessary.

Owners of businesses that rely on online sales for their merchandise are generally not well-versed in consumer protection laws and the laws governing electronic transactions and information. While the provisions of the Consumer Protection Law only traditionally address sales and purchases, the Information and Electronic Transaction Law addresses electronic transactions and does not contain any specific provisions for sales and purchases in detail. Business owners who sell their products using the World Wide web, is a subject to or reprimanded for liability if the product being sold does not meet the expectations of the buyer and should be returned.

How Consumers Solve Disputes Through Online Sales Transactions

Generally, nobody likes conflict, especially if the conflict involves economic affairs between producers and customers. The parties to the conflict will be hurt. However, conflict between them is inevitable. Misunderstandings, violations of the law, breaches of agreements, competition of interests, and losses on either side are the causes. Shidarta defines a consumer dispute as a dispute of opinion about a violation of a person's rights as a customer. All legal aspects,

including state administration, criminal law, and civil law, including its scope. Therefore, the phrase “consumer transaction dispute” is not used because it appears to be more limited and only covers aspects of civil law.¹⁹

The supportive theory according to Prof. Subekti, S.H. in his book on the Law of the Treaty, is that failure to perform is negligence or neglect which can be four kinds of conditions:

1. Do not do that which he is able to do;
2. Do what he has promised, but not as he promised;
3. Do what was promised but is late;
4. Do that which the covenant forbids him to do.

If one of these conditions occurs, then you can civilly sue the online seller on the pretext of a non-performance (i.e. the goods you receive do not match the specifications of the item loaded on the home page of an online page).

This disagreement may involve giving something, acting or not acting in accordance with Articles 1233 and 1234 of the Covenant, or may also include any other combination of such performance. In this case, consumer products are goods or services that are usually used for household interests and not for business purposes, which is the only subject of consumer dispute. In accordance with Article 23 of the Code, the consumer has the right to sue the seller who refuses, does not respond, or does not provide compensation for the customer’s claims. Disputes can also be settled with the BPSK (Consumer Dispute Resolution Authority) to file a lawsuit in the country of origin.

Article 45 of the Consumer Protection Law states:

1. Every harmed consumer may sue the business actor through an institution that is responsible for resolving disputes between consumers and business actors or through the courts within the general judicial system.
2. Consumer dispute resolution can be pursued through the courts or outside of court based on the voluntary choice of the parties involved in the dispute. The resolution of disputes outside of court, as referred to in paragraph (2), does not eliminate criminal liability as regulated by law.
3. If the option for resolving consumer disputes outside of court has been chosen, a lawsuit through the courts can only be pursued if that effort is declared unsuccessful by one of the parties or by the parties involved in the dispute.

According to the Law of Customer Protection, there are two ways to resolve a consumer dispute:

- 1) Through the body dealing with the settlement of disputes between consumers and sellers (for example Consumer Dispute Resolution Authority),
- 2) or through the courts operating the general justice system.

Legal action can also be taken to protect customers from online sales and purchases. When there is a dispute between the customer and the seller, this legal effort is applied. One of the consumer rights listed in the Code is the provision of advocacy, protection, and good dispute settlement arrangements. Furthermore, the seller is liable to replace, pay, or both for losses arising as a result of the use, and the use of the product or service traded by him.

According to Art.23 of the Law of Consumer Protection, the consumer has the right to file a lawsuit against the seller and settle a dispute with the BPSK or to lodge lawsuits in court if the manufacturing seller or the distributor seller refuses, there is no response, or consumer claims for damages are not met.²⁰

According to Law of the Customer Protection, there are two methods to solve buyer dispute:

¹⁹ Shidarta, 2004, *Hukum Perlindungan Konsumen Indonesia*, Jakarta: PT.Gramedia Widiasarana Indonesia,p.

²⁰ Jimmy Joses Sembiring, 2011, *Cara Menyelesaikan Sengketa di Luar Pengadilan*, Jakarta: Visi Media, p.

1. Through bodies designated to resolve disputes between customers and business entities (BPSK),
2. or through courts operating the wider legal system

Dispute settlement of online transactions according to Electronic and Information Law is: ²¹

1. Anyone can file a lawsuit against parties that operate electronic systems and/or use information technology that causes harm.
2. The public can file a representative lawsuit against parties that operate electronic systems and/or use information technology that causes harm to the community, in accordance with the provisions of the legislation.

In accordance with the provisions of the applicable legislation, consumers file class action lawsuits against the entity organizing the Electronic System or using information technology resulting in losses to the public. A representative lawsuit serves as a mechanism for a group of individuals to have a common interest in a matter, whether one or more of its members file a lawsuit on behalf of their group or be sued in the name of the group without the involvement of each member.

The parties may then choose to use arbitration or dispute settlement procedures with alternative options, such as negotiation, mediation, and the existence of conciliation or arbitration, to resolve 3 (three) civil disputes involving electronic transactions. Although online dispute resolution for online transactions involving purchases and sales has not been fully implemented in Indonesia, the Arbitration Act still provides for the possibility of online resolution of disputes via email, allowing the parties of the dispute to settle their differences virtually without having to meet in person.

Customers can file a claim for any loss, of any size, provided that some of the following factors are taken into account: ²²

1. The claimant's (consumer) interests cannot be determined solely on the basis of the amount of money lost;
2. Justice must be accessible to all, including the most vulnerable groups and small-scale consumers; and
3. To maintain the credibility of the legal system.
4. Law of the Customer Protection undertakes to understand the responsibility of the product, regulated in Article 19 of Article 28 of the law. Law of the Customer Protection which means responsibility to show the existence of elements of error of the seller.

Consumers may submit the Information and Electronic Act with the following evidence before the court. Article 5 Paragraphs 1 (one), 2 (two), and 3 (three) recognize electronic evidence used as a means of evidence acceptable: a. Proof of payment or transfer.

- b. Email or SMS confirmation of purchase agreement.
- c. Seller's name, address, and telephone number as well as, the sellers's account number.

Security issues are one of the most important aspects of electronic transactions, A technological approach is crucial against security risks because, without such an approach, networks will be easily infiltrated or accessed without permission. The legal strategy, that is, the availability of positive regulations, will have an impact on providing clear guarantees and laying the groundwork for enforcement of sentences when a violation occurs.

The rule of law is that everyone who hurts someone else must be held accountable for his actions. Therefore, according to Article 19, paragraph 2 of the Act, the consumer can file a claim for damages or compensation against the seller in such circumstances. Compensation

²¹ Article 38 Law Number 11 Year 2008 Concerning Information and Electronic.

²² Janus Sidabalok, 2010, *Hukum Perlindungan Konsumen di Indonesia*, Bandung: Citra Aditya Bhakti, p.

may be a refund of cash, compensation in accordance with legal requirements, health care, or replacement of equivalent goods or services.

Criminal liability as prescribed by law cannot be eliminated by out-of-court dispute settlement. Breaches of consumer transactions will be subject to fines, administrative sanctions, and criminal sanctions. The criminal sanctions of the Information and Electronic Transaction are designed to be cumulative, meaning fines and prison sentences are combined. It is said in the second verse of the fourth verse that every man shall fulfill the terms of the first or second paragraph of the second sentence, which means that every person shall deliberately and without the right to spread false news and mislead and cause a loss to the community, especially to the consumer.

According to Law No. 11 of 2008, Article 51, paragraph (1), "Anyone who meets the elements as referred to in Article 35 shall be punished with a prison sentence of up to 12 (twelve) years and/or a fine of up to IDR 12,000,000,000.00". This negative precedent will be mitigated and prevented if the seller violates the provisions of the regulations of the law, conducting his business through the transaction of the online sale is subject to sanctions, including restitution, as well as criminal and administrative sanctions. The law ITE, maybe the fraudulent online transactions will be erased. Legal effort for the Buyer of the Agreement to transact online is:

1. Consumers Resolve Disputes By Litigation

Civil settlement is the mechanism to solve consumer problems. Consumer dispute settlement by litigation is the process of settling disputes before the court as referred to in Art. 48 of the Law Number 8 Year 1999 Regarding Consumer Protection. Based on Paragraph 1 (one) of Art. 45 of the Consumer Protection Act, every consumer injured may file a claim against the seller before the court or through the agency dealing with consumer disputes.

In addition, it is reinforced by Act Number 11 Year 2008 Concerning Information and Electronic Transaction in Article 38 paragraph (1) that A person using information technology or running an electronic system and resulting in loss may be subject to legal action.

The customer has the right to sue the seller before the State Court for the violation of the law, namely:

- a. Losses suffered by consumers or the heirs of consumers;
- b. A group of consumers with the same interests;
- c. Public consumer institutions relating to protection against compliance with the requirements, in particular, legal form or foundation and conduct its business according to its budget, clearly the organization it established aimed at the interests of consumer protection;
- d. Government or relevant agencies if the goods or services consumed or used resulted in major material losses or many casualties.

There are three different types of legal claims recognized by consumer protection laws generally used to settle disputes between consumers and sellers. These are:

- a. Small Claims Tribunal is a legal forum where consumers can file lawsuits even if they are of very small economic value.
- b. A Class action is a type of consumer lawsuit filed by a group of people or when many people are called victims.
- c. The Legal Standing of NGO or also called the NGO Right to Suit is the ability of a group of consumers to file a lawsuit.

If the party concerned is unable to resolve the consumer complaint outside the litigation process, then the settlement can be made by litigating (litigation) (non-litigation). Completion of civil, criminal, or event legal defense results in profits and losses for the parties to the dispute. If consumers file lawsuits in public forums, they will face challenges and obstacles in

addition to the claimant's considerable financial burden. In the corporate sector, peacekeeping aims to ensure that further peace-keeping procedures are inexpensive and efficient.

Consumers and sellers have an obstacle in the settlement of disputes using litigation, namely:

- a. The legal system is very slow to resolve disputes;
- b. court fees are very high;
- c. courts are usually unresponsive;
- d. court decisions do not resolve the issue;
- e. the generalistic talents of the judges;

Due to the many weaknesses of litigation settlement, parties to disputes in the business sector prefer to settle disputes without going to court. This is because non-litigation dispute settlement is generally fast and inexpensive.

2. Consumers Resolve Disputes Non-Litigationally

Non-litigation is the process of settling external conflicts and being brought to justice using socially acceptable mechanisms such as discussion, peace, affinity, and so on. Nowadays, the ADR agency (Alternative Dispute Resolution) approach is growing and is much demanded by business operators. Arbitration, conciliation, and mediation are examples of consumer dispute resolution being "non-litigation".

- a. Arbitration is a procedure for resolving a civil dispute outside the courts generally listed in Act No. 30 of 1999 Article 1.
- b. Peace; (consensus) is a way of settling a dispute in which the third (three) parties (conciliators) come together and prepare and formulate a measure of settlement, then submit and make available to the parties to the dispute.
- c. Mediation is a method of negotiating a settlement of a problem in which the opposing parties cooperate with the third party (three) is not a mediator, acts only as a consultant, and has no decision-making authority, to help a mutually agreed solution to the dispute.

To enable non-litigation settlement of disputes quickly, cheaply, and in an easy way, each local government forms the Consumer Dispute Settlement Board (BPSK). The duties and authorities of BPSK are outlined in Article 52 of the Consumer Protection Law.

- a. Implementing the handling and resolution of consumer disputes through mediation, arbitration, or conciliation.
- b. Providing consumer protection consultation.
- c. Conducting supervision over the inclusion of standard clauses.
- d. Report to the public investigator if there is a violation of the provisions in this law.
- e. Receiving complaints, both written and unwritten, from consumers regarding violations of consumer protection.
- f. Conducting research and examination of consumer protection disputes.
- g. Summoning business actors who are suspected of violating consumer protection.
- h. Summoning and presenting witnesses, expert witnesses, and/or anyone deemed to have knowledge of violations of this law.
- i. Requesting the investigator's assistance to present the business actors, witnesses, expert witnesses, or any individuals as referred to in letters g and h, who are unwilling to comply with the summons from the consumer dispute resolution body.
- j. Obtaining, examining, and/or assessing letters, documents, or other pieces of evidence for investigation and/or examination.
- k. Deciding and determining the existence or absence of losses on the part of the consumer.
- l. Issuing a decision to business actors who violate consumer protection.

m. Imposing administrative sanctions on business actors who violate the provisions of this law.

Thus, the customer can only ask for the execution of the judgment of the CPSK not rejected by the State Court. Therefore, the State Court rescinded the matter of objection concerned, rescinding the application for the implementation of the ruling of the bPSK reviewed through the appeal in Article 7 paragraph two (1) as well as the Supreme Court Regulation (PERMA) No 2006 in connection with the procedures relating to the submission of objections.

The legal attempt is all attempt to resolve a legal problem. In e-commerce there are two types of legal attempts, namely: 1) Preventive legal attempt that is any effort made to prevent the occurrence of an unwanted situation or briefly to do preventive before the emergence of a cybercrime. Resolving an e-business dispute relatively difficult, requires long time and also requires a fairly high cost. One way to prevent losses is by building consumers. Building a consumer is intended to enable consumers to understand their rights as consumers and maximize the entrepreneur to do their business in a healthy way. In practice, however, the role of the government in implementing constructive measures against consumers cannot be maximized, it can be felt by the low consumption awareness of the rights it has and the lack of consumer courage to sue the perpetrators. 2) Repressive legal effort is a legal effort made to resolve an existing legal problem. This legal effort is used when there is a settlement of a dispute or dispute between the entrepreneur and the consumer. According to the Consumer Protection Act, one of the consumer's rights is to be defended, protected and to make an effort to resolve disputes properly and correctly.²³ In addition, one of the obligations of the entrepreneur is to compensate for losses resulting from the use, use, and use of the goods and/or services traded.²⁴ Repressive legal efforts must be able to provide effective dispute settlement mechanism.

CONCLUSION

An electronic contract that is valid has the same legal effect as a written contract in general. Therefore, the Law of the Electronic and Information Transaction provides legal protection for consumers who are bound by electronic contracts in online sales transactions (e-commerce). The Electronic and Information Transaction Act provides legal certainty for consumers to file a civil lawsuit against the entrepreneur/seller or settle a criminal case if the entrepreneur deceives or lies to the consumer causing consumers losses. Government Regulation Number 71 Year 2019 Concerning administering electronic systems and transactions ensures that the rights and obligations of each party, as well as other essential provisions, have been loaded, thus minimizing the bad faith of the entrepreneur in the creation of electronic contracts. In today's digital world, online shopping offers convenience, ease, and efficiency. The losses suffered by consumers can be misperformance and losses of Cyber Crime. As a result of the negative impact of the sale transactions through the Internet causing losses, a legal attempt arises. A legal attempt is the whole attempt to solve a legal problem.

When there is a failure or fraud in an online e-commerce transaction, the consumer is entitled to legal effort under Act No. 8 of 1999 concerning Consumer Protection, Law No. 11 of 2008, and Act No.19 of 2016 concerning Electronic Information and Transactions. Those legal attempts are preventive and repressive legal efforts. Preventive legal efforts are focused on preventing the rise of problems or losses for the parties concerned. Repressive legal action is used when there has been a dispute between the entrepreneur and the consumer. In repressive legal efforts, two mechanisms of dispute settlement can be carried out, namely nonlitigation

²³ Article 4 of the Law Number 8 Year 1999 Concerning the Consumer Protection

²⁴ Article 7 of the Law Number 8 Year 1999 Concerning the Consumer Protection

and nonlitigation. The non-litigation solution of a dispute provides a win-win solution for the parties to the dispute, and secondly through the principle that anyone who has committed a consequential loss to others, must bear the responsibility for what he has done.

Recommendations: The government has a significant and accountable role in directing and overseeing the implementation of the Consumer Protection Act, therefore they shall make intensive socialization regarding the Electronic and Information Transaction and the Consumer Protection Law so that the public knows the validity of the agreement online.

The government shall make strict surveillance of electronic transactions. This includes registering electronic companies (e-commerce) and conducting other operations affecting the public interest of electronic traffic. Forms of online stores or other virtual services, the buyer's requirement, registering businesses, and running payment systems to ensure smooth transactions and no party is unfairly harmed.

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