

ELECTRONIC PRODUCT MISINFORMATION: KHIYAR RIGHTS AND CONSUMER PROTECTION IN ONLINE SHOPPING IN THE DIGITAL ERA

Mila Widiastuti

Institut Agama Islam Negeri Metro

Widiastutimila15@gmail.com

Agus Salim Ferliadi

Institut Agama Islam Negeri Metro

salim.ferliadi@Gmail.Com

Rahmah Ningsih

Institut Agama Islam Negeri Metro

rahmahningsih@Metrouniv.Ac.Id

ABSTRACT

This study discusses the legal issue of consumer protection against misinformation in electronic products sold online, based on prevailing laws and regulations in Indonesia. E-commerce has transformed transaction and shopping behaviors by increasing accessibility; however, it also brings risks such as product discrepancies, price manipulation, and incomplete or misleading information. Using a juridical-normative method, this research analyzes legal frameworks, including the Consumer Protection Act (Law No. 8 of 1999), and examines how Khiyar rights from Islamic contract law can offer additional safeguards. Data is supported by literature analysis and doctrinal legal review. The findings highlight a legal gap in handling complaints, especially regarding the enforcement of return policies and seller accountability. The study suggests the need for strengthened regulatory mechanisms and clearer implementation of legal protections to enhance consumer trust and fairness in the digital marketplace.

Keywords: *misinformation, consumer protection, online shopping, right to Khiyar*

INTRODUCTION

The rapid development of technology has affected various aspects of people's lives, including the business world. Technology in the business world is used to conduct trade transactions that are easily accessible to the public. This is known as electronic commerce or e-commerce. The e-commerce industry in Indonesia is developing quite well (Budhi Setiyo, 2016).¹ Based on data from the Indonesian Internet Service Providers Association (A.P.J.I.I.), 62% of consumers in Indonesia have purchased electronic products online. E-commerce makes transactions more accessible for business people and consumers, who now find shopping easier through social media than offline shopping. However, this shift often neglects consumer protection principles, resulting in consumer dissatisfaction. Although consumers exercise their right to choose products, their choices are largely influenced by the information provided by sellers or producers. Therefore, research is needed to examine the pattern of misinformation within e-commerce systems, which indicates violations of consumer rights. This is closely related to

¹Setiyo, G. Budhi. "Analisis Sistem E-Commerce pada Perusahaan Jual Beli Online Lazada Indonesia." *Jurnal Ilmu Ekonomi*, vol. 1, no. 2, 2016.

the right of khiyar, a concept in Islamic contract law, which grants the buyer the right to accept or reject a transaction based on the accuracy of the information about the product being offered.

Various studies have discussed consumer protection in online shopping and inaccurate product information, but few have elaborated on both with the use of the right of Khiyar. Several studies highlight the challenges consumers encounter in obtaining accurate information about the electronic products they purchase. The results of studies show that many online merchants still need to be more transparent in providing product information, ultimately harming consumers.² Enforcing consumer protection regulations is the right step to realise transaction justice.³ In these studies, misinformation is considered a form of non-transparency of products sold by buyers. Misinformation is stated as a form of violation of consumer rights. No study explicitly states that when consumers have used the Right of Khiyar in choosing the products they buy, consumers still have the right to protection of the information that is the basis for the use of their Right of Khiyar. Therefore, this study seeks to fill this gap by exploring the misinformation that occurs when fulfilling the consumer rights of khiyar in e-commerce.

This study will examine the legal issue of misinformation between traders and consumers in the context of online shopping for electronic products. In this context, misinformation includes discrepancies in product descriptions, price manipulation, and the delivery of inaccurate or misleading information that can influence consumer decisions. Legally, this issue falls under the scope of consumer protection as regulated in Law No. 8 of 1999 on Consumer Protection, which mandates that consumers have the right to correct, clear, and honest information about the goods and/or services they receive (Article 4 letter c). However, in practice, the enforcement of these rights in online transactions remains unclear and often ineffective, especially when consumers receive products that do not match their descriptions or when return policies are vague. This study will explore the mechanisms of misinformation, the application of the Khiyar right (Islamic contract law principle allowing buyers to cancel a transaction under certain conditions), and the normative concept of consumer protection under Indonesian law. By addressing these three aspects, this research aims to assess whether existing legal frameworks adequately protect consumers and to identify regulatory gaps that may affect consumer trust in online markets. Understanding the legal dynamics of misinformation in e-commerce is expected to contribute to policy recommendations that enhance transparency and accountability in the digital economy.

This study is based on the argument that consumer protection and the Right to Dispute are two crucial components in understanding the dynamics of misinformation in online transactions of electronic products, and their impacts are essential for seeing consumer trust and the integrity of the online market. Misinformation in online shopping occurs due to the lack of strict regulations, transparency of product information from traders, and low consumer digital literacy. These factors cause consumer dissatisfaction and distrust of online transactions. Therefore, implementing mutual pacts between traders and consumers and increasing regulation and digital literacy are considered potential solutions to overcome this problem.

METHOD

This study uses a normative juridical method, which examines legal principles, statutory regulations, and doctrines related to consumer protection in cases of misinformation in online

² Y. L. Fista, Aris Machmud, dan Suartini, "Perlindungan Hukum Konsumen Dalam Transaksi E-commerce Ditinjau dari Perspektif Undang-Undang Perlindungan Konsumen," *Binamulia Hukum* 12, no. 1 (2023): 177–189.

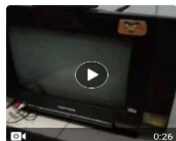
³ Utomo, H., and E. L. Fakhriah. "Efektifitas Undang-Undang Perlindungan Konsumen No 8 Tahun 1999 dalam memberikan perlindungan hukum yang berkeadilan bagi konsumen properti." *Iustitia Omnibus: Jurnal Ilmu Hukum* 2.2 (2021): 10–18.

shopping.⁴ The normative juridical approach is appropriate because the study aims to analyze how existing legal provisions such as Law No. 8 of 1999 on Consumer Protection, Government Regulation No. 80 of 2019 on Trading Through Electronic Systems (PMSE), and relevant Islamic legal principles such as Khiyar rights are applied or should be applied in addressing consumer misinformation in e-commerce transactions.⁵ Legal materials were obtained through a literature study, including primary legal sources (laws and regulations), secondary legal materials (books, journal articles, and expert opinions), and tertiary materials (legal dictionaries and encyclopedias). In addition to analyzing legal texts, this study also integrates a conceptual and comparative approach to examine the alignment and adequacy of current regulations in protecting consumer rights in the digital marketplace. Through doctrinal analysis, this research seeks to provide normative legal arguments and identify gaps or ambiguities in current legal frameworks that may hinder effective consumer protection.

ANALYSIS AND DISCUSSION




Misinformation During Online Transactions



Types of online product discrepancies when arriving refer to several problems that cause consumers inconvenience and discomfort when shopping online. Often, consumers need to get the goods that are photographed and the goods directly. This discrepancy includes differences between product photos and goods received and discrepancies in the size, shape, and condition of the goods, which often cause disappointment.



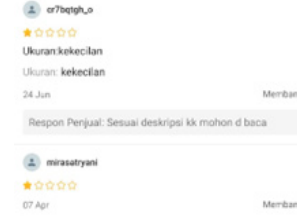
No	The Information About Product	Consumer Complaints	Description
1	<p>Spesifikasi Stok, Kondisi, Merek,...</p> <p>Deskripsi</p> <p>Barang bagus kapan lagi kalo ngga order sekarang guys 😊👉, # jual barang hidup bukan barang rsak@jangan tanya barang ready atau tidak selama stok di toko kami masih berarti ada barang 😊😊 order saja banyak nanya banyak kegagalan yang melanda,yakin dan order smoga sukses silu ayuk kapan lagi sebelum,kehabisan barang</p> <p>*untuk pengiriman ke luar kota di harapkan menggunakan JNE Tracking atau si cepat Gokil,dan Kusus wilayah Jadetabek sudah ada link nya tersendiri dan cepat samapai menggunakan jasa pengiriman INSTAN DRIVER #sudah gratis paking kayu</p> <p>Sembunyikan ^</p>	<p>kanzahayunisa1704</p> <p>☆☆☆☆☆</p> <p>tv mati2 mulu knp ini...lampu merahnya kedap kedip doang pas dihidupin,dari awal Dateng selang pemakaian 4jm dimatikan mau hidup lagi susah,agak dipukul casingnya hidup tv-nya kejadian itu sudah ke 3x nya ...malam ini begitu lagi tapi sudah dipukul ga mau hidup2....barang busuk jangan dijual bos.ok...semoga berkah</p> <p>Fitur Terbaik: --- Sepadan dengan Harga: ---</p>  <p>05 Mei 2023 Membantu (16)</p>	<p>The seller provided incomplete information, which confused consumers. When the goods arrive, they differ from what is described, or there is damage.</p>

⁴Sinaga, Jaya Setiawan, dan Yosman Leonard Silubun. "Jual Beli Barang Rekondisi Pada E-Commerce Ditinjau Dari Undang-Undang Nomor 8 Tahun 1999 Tentang Perlindungan Konsumen." *Jurnal Analisis Hukum*, vol. 7, no. 2, 2024, hlm. 160–169.

⁵Mulyadi, Ahmad. "Legal Protection for Consumers in Online Sale Transactions." *Unram Law Review (ULREV)*, vol. 7, no. 2, 2023, pp. 123–135.

2	<p>Deskripsi</p> <p>Speaker Portable Wireless J Mini Charge Mini</p> <p>Portable Bluetooth Speaker</p> <p>Speaker portable mini Bluetooth dengan bass paling powerful di kelas segala jenis speaker cylinder(tabung), memiliki woofer, sehingga terasa bass walaupun pada volume kecil, body dirancang khusus tahan banting.</p> <p>Bluetooth / Suport Microsd & Usb (Mp3) / Speakerphone</p> <p>Technical Specifications :</p> <ul style="list-style-type: none"> - Output Power : 2x7.5w - Transducer : 2x45 mm - Frequency Response : 75 Hz-20kHz - Signal To Noise Rate : 80 db - Built In Battery 6.000 mah <p>Kelengkapan Dalam Dus :</p> <ul style="list-style-type: none"> - Speaker J Charge Mini - Kabel Untuk Cas <p>Warna :</p> <p>Hitam, Merah, Hijau, Biru</p>	<p>asry3388</p> <p>★★★★★</p> <p>Variasi: Hitam</p> <p>dilapaknya tertulis merk JBL tapi yg datang merk lain dengan tulisan CHARCE MINI itu sja tidak sesuai gambar dan merk yg tertera</p> <p>Sepadan dengan Harga: bolehlah</p>  <p>31 Jul 2023 Membantu (3)</p>	The goods do not match the description given by the seller.
3	<p>Deskripsi</p> <p>*HF JBL JB-01 READY SEDIKIT BOSSKU 🙏🙏🙏*</p> <p>*SPESIFIKASI*</p> <ul style="list-style-type: none"> •MODEL TELINGA BAHAN KARET •TOMBOL ON/OFF •SUARA OKE PUNYA BOS <p>*WARNA*</p> <ul style="list-style-type: none"> •BLACK •WHITE <p>Sembunyikan</p>	<p>ulfadm369</p> <p>★★★★★</p> <p>Kualitas Suara:pada mati headset rusak dijual jbl kardusnya doang</p> <p>Kondisi:buruk beli 5 Dateng 4 mana yg 2 mati yg 2 suara kecil banget</p> <p>Kualitas:kualitas sangat buruk jangan beli disini dah chat juga lama ga direspon</p> <p>Kualitas Suara: pada mati headset rusak dijual jbl kardusnya doang</p> <p>Kondisi: buruk beli 5 Dateng 4 mana yg 2 mati yg 2 suara kecil banget</p> <p>Kualitas: kualitas sangat buruk jangan beli disini dah chat juga lama ga direspon</p>  <p>22 Ags Membantu</p>	The good's quality does not meet the buyer's expectation, which makes consumers.
4	<p>Deskripsi</p> <p>Deskripsi Produk</p> <p>Omicko OM 666 Setrika Otomatis Pelicin Baju</p> <p>Nikmati kemudahan dalam merawat pakaian Anda dengan setrika elektrik persembahan dari brand Omicko. Gagang setrika ini memiliki desain ergonomis yang memberikan pegangan yang nyaman ketika menyetrika pakaian Anda. Bentuk yang ringkas dengan desain modern minimalis membuatnya cocok diletakkan di mana saja.</p> <p>Anti Lengket</p> <p>Tidak ada lagi keluhan bahan yang menempel pada dasar setrika saat Anda sedang menyetrika. Brand Omicko merancang setrika yang menyelesaikan masalah Anda. Setrika ini mempunyai lapisan dasar anti lengket membuat proses menyetrika menjadi lebih mudah dan tidak repot.</p> <p>Pengontrol Temperatur</p> <p>Terdapat fitur pengontrol temperatur untuk disesuaikan dengan material bahan pakaian yang sedang Anda setrika. Untuk material pakaian yang membutuhkan suhu panas yang tidak terlalu panas, Anda cukup menurunkan temperatur setrika ini. Hal ini berguna agar tidak merusak bahan pakaian Anda, sehingga pakaian Anda akan tetap rapi dan terawat.</p>	<p>lesinyaedi</p> <p>★★★★★</p> <p>Jng ada lagi yg beli barang disini, barang jelek di jual, baru di pake 1 kali langsung rusak, mati, pdhl sy penting bngt buat anak sy yg kos, ga slmt ya kalian yg punya toko, cm segt aja rejekinya, Aamiin 🙏</p> <p>Sepadan dengan Harga: mahal</p> <p>16 Ags 2023</p> <p>rovenhand</p> <p>★★★★★</p> <p>Komen awal tes hidup doang/pas datang bintang 5 : Panas. Cakep. Kita lihat 1 bulan ke depan</p> <p>Belum seminggu/Pertama kali pake mau kasih bintang 0 : baru nyadar panasnya gak ny</p> 	The description does not match the product when it arrives, which makes consumers disappointed.

5	<div><div>Spesifikasi</div><table><tr><td>Stok</td><td>9404</td></tr><tr><td>Merek</td><td>-</td></tr><tr><td>Berat Produk</td><td>1kg</td></tr><tr><td>Negara Asal</td><td>Indonesia</td></tr><tr><td>Masa Garansi</td><td>2 Bulan</td></tr><tr><td>Jenis Garansi</td><td>Garansi Produsen</td></tr><tr><td>Tipe Blender</td><td>Blender Portabel</td></tr><tr><td>Tipe Juicer</td><td>Slow/Cold Juicer</td></tr><tr><td>Bahan</td><td>Plastik</td></tr><tr><td>No.Sertifikat (SNI,K3L,UTTP)</td><td>-</td></tr></table></div>	Stok	9404	Merek	-	Berat Produk	1kg	Negara Asal	Indonesia	Masa Garansi	2 Bulan	Jenis Garansi	Garansi Produsen	Tipe Blender	Blender Portabel	Tipe Juicer	Slow/Cold Juicer	Bahan	Plastik	No.Sertifikat (SNI,K3L,UTTP)	-	<div><div><div>rikaayuliasputri</div><div>★★★★★</div><div>Variasi: green</div><div>Fungsi: brg nya tidak sesuai</div><div>Desain: brg dtg udh rusak gini</div><div>Fungsi: brg nya tidak sesuai</div><div>Desain: brg dtg udh rusak gini</div><div></div><div>13 Sep</div><div>Membantu</div><div>Respon Penjual: Halo ka kami cek kk kasih</div></div></div>	The goods do not match the product, and the product is damaged when it arrives, which can make consumers feel disappointed.
Stok	9404																						
Merek	-																						
Berat Produk	1kg																						
Negara Asal	Indonesia																						
Masa Garansi	2 Bulan																						
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No.Sertifikat (SNI,K3L,UTTP)	-																						
6	<div><div>Spesifikasi</div><table><tr><td>Stok</td><td>1007</td></tr><tr><td>Merek</td><td>-</td></tr><tr><td>Kapasitas Penyimpanan</td><td>512GB</td></tr><tr><td>Jenis Garansi</td><td>Garansi Supplier</td></tr><tr><td>Masa Garansi</td><td>12 Bulan</td></tr><tr><td>Jumlah Slot Kartu SIM</td><td>2</td></tr><tr><td>Jumlah Kamera Utama</td><td>2</td></tr><tr><td>Fitur Handphone</td><td>NFC</td></tr><tr><td>Tipe Handphone</td><td>Smartphone</td></tr></table></div>	Stok	1007	Merek	-	Kapasitas Penyimpanan	512GB	Jenis Garansi	Garansi Supplier	Masa Garansi	12 Bulan	Jumlah Slot Kartu SIM	2	Jumlah Kamera Utama	2	Fitur Handphone	NFC	Tipe Handphone	Smartphone	<div><div><div>7508816</div><div>★★★★★</div><div>Variasi: Emas, 512GB</div><div>Kondisi: kayak ny second hp ny bkn baru</div><div>Kualitas: gk sesuai</div><div>Kondisi: kayak ny second hp ny bkn baru</div><div>Kualitas: gk sesuai</div><div>10 Sep</div><div>Membantu</div><div>Update Penilaian</div><div>Ni toko gk amnah...mana hp ny gk msuk pket data</div><div>Prjual ny jga gk ad respon d chat...prjual gk trggung jwb...</div><div>11 Sep</div><div>wilyabadiy91</div><div>★★★★★</div><div>Variasi: Hitam, 128GB</div><div>Barang tidak sesuai,dan tidak bisa di gunakan</div><div>10 Sep</div><div>Membantu</div><div>w*****</div><div>★★★★★</div><div>Variasi: Hitam, 512GB</div><div>12 Sep</div><div>Membantu (1)</div><div>Update Penilaian</div><div>Hp nya memang bagus desain nya tp ternyata dalam nya</div></div></div>	The goods does not match the description given by the trader to the consumer which makes consumers disappointed		
Stok	1007																						
Merek	-																						
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Jenis Garansi	Garansi Supplier																						
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Jumlah Kamera Utama	2																						
Fitur Handphone	NFC																						
Tipe Handphone	Smartphone																						
7	<div><div>Spesifikasi</div><table><tr><td>Stok</td><td>27161</td></tr><tr><td>Merek</td><td>-</td></tr><tr><td>Tipe Koneksi</td><td>Wireless</td></tr><tr><td>Kesesuaian Audio</td><td>Handphone, Komputer & Laptop</td></tr><tr><td>Masa Garansi</td><td>1 Bulan</td></tr><tr><td>Jenis Garansi</td><td>Garansi Supplier</td></tr><tr><td>Tipe Mikrofon</td><td>Mikrofon Lapel</td></tr><tr><td>Koneksi Mikrofon</td><td>UHF (Wireless)</td></tr><tr><td>No Sertifikat (POSTEL)</td><td>-</td></tr><tr><td>Dikirim Dari</td><td>KOTA. JAKARTA BARAT</td></tr></table><div>OK</div></div>	Stok	27161	Merek	-	Tipe Koneksi	Wireless	Kesesuaian Audio	Handphone, Komputer & Laptop	Masa Garansi	1 Bulan	Jenis Garansi	Garansi Supplier	Tipe Mikrofon	Mikrofon Lapel	Koneksi Mikrofon	UHF (Wireless)	No Sertifikat (POSTEL)	-	Dikirim Dari	KOTA. JAKARTA BARAT	<div><div><div>kenney</div><div>★★★★★</div><div>Variasi: TYPE-C Standard</div><div>Kecewa banget beli ini. 50rb membuang percuma. Micnya setiap 5 detik mati dulu, hidup lagi. Mati lagi hidup lagi padahal baru dicas bukan karena lowbat.</div><div>Kualitas Suara: kurang</div><div>Fungsi: tidak berfungsi dengan baik</div><div>Lihat Lainnya</div><div></div><div>31 Jul</div><div>Membantu (3)</div><div>Respon Penjual: halo kak, untuk kerusakan atau</div><div>hafidzhamustimahstore</div><div>★★★★★</div><div>Variasi: 2 Mic Iphone</div><div>tidak berfungsi di hp saya, saya chat admin tapi gak dibalas, maaf ya 🙏 jauh jauh pesan dari aceh saya kecewa</div></div></div>	The store is not trustworthy, or not careful when shipping the goods
Stok	27161																						
Merek	-																						
Tipe Koneksi	Wireless																						
Kesesuaian Audio	Handphone, Komputer & Laptop																						
Masa Garansi	1 Bulan																						
Jenis Garansi	Garansi Supplier																						
Tipe Mikrofon	Mikrofon Lapel																						
Koneksi Mikrofon	UHF (Wireless)																						
No Sertifikat (POSTEL)	-																						
Dikirim Dari	KOTA. JAKARTA BARAT																						

8	<p>Spesifikasi</p> <p>Merek -</p> <p>Kapasitas Powerbank 10001 - 20000mAh</p> <p>Jumlah Port 2</p> <p>Fitur Powerbank Kabel Built-in</p> <p>Tipe Input Micro USB</p> <p>Masa Garansi Tidak Garansi</p> <p>Tipe Kabel Seluler Micro USB</p> <p>Produk Custom Tidak</p> <p>Mystery Box Ya</p> <p>Jenis Garansi garansi toko</p> <p>No.Sertifikat (POSTEL) -</p> <p>OK</p>	 <p>Barang cepat lowbet baru dipakai 5merit sdh habis batere nya</p> <p>02 Apr 2023 Membantu (2)</p> <p>gregoriusbey</p> <p>Tolong untuk ini saya kecewa karena membeli tdk teliti jdi barang ini tdk layak untuk di gunakan walaupun harga murah ,ini powerbank batrai baru 10 % terisi udh habis. dibongkat ternyata bTrai seperti ini ,baru sekali pakai udh rusak tong utk yg lain lebih teliti dalam milih barang</p> 	The store is not trustworthy. The goods does not match the description
9	<p>Spesifikasi</p> <p>Stok 2</p> <p>Merek SNI</p> <p>Masa Garansi Tidak Garansi</p> <p>Jenis Garansi Tidak Garansi</p> <p>Tegangan 200V</p> <p>No.Sertifikat (SNLK3L,UTTP) -</p> <p>Dikirim Dari KAB. GRESIK</p> <p>OK</p>	 <p>Ukuran kekecilan</p> <p>Ukuran kekecilan</p> <p>24 Jun Membantu</p> <p>Respon Penjual: Sesuai deskripsi kk mohon d baca</p> <p>mirasatryani</p> <p>07 Apr Membantu</p> <p>Respon Penjual: Kalau gk niat beli dan niat ngerusak</p> <p>amierhan929</p> <p>18 Mar Membantu</p> <p>Respon Penjual: Tolong kalau nilai jangan ngawur</p> <p>adityanovai573</p> <p>13 Sep Membantu</p>	The goods do not match the description given cv

Sumber: Data penelitian, 2024

Table.1 shows data on misinformation during online transactions. In Figure 1, there is a lack of information in the description of the goods, where consumer comments note problems such as the red light on the T.V. flashing, the T.V. being challenging to turn back on, and the T.V. always turning off when turned on for a while. Furthermore, Figure 2 shows the discrepancy between the description of the goods and the goods received by consumers, which adds to consumer dissatisfaction. Figures 3 and 4 show consumer disappointment related to the goods received. The goods received by consumers have problems, such as damaged goods and goods that do not function or are dead and do not match the brand in the seller's description. Figure 5 shows consumers' disappointment because the goods do not function or match the description. Figure 6 shows the seller's lack of description. The goods the consumer receives are second-hand goods, and some of those purchased do not work. Figures 7 and 8 show a discrepancy between the description of the goods the seller promoted and the goods the consumer received. The goods have problems such as needing to be fixed as they should. Finally, Figure 9 shows that consumers pay less attention to the description given by the seller.

There are at least four patterns of misinformation about goods during online transactions, and consumers complain about the goods ordered when shopping online; first, Figures 1, 3, and 4 indicate a lack of description given by the seller in the item description. In Figures 2, 5, and 6, there is evidence of forgery or lies from the seller, with the goods sent not by the information provided in the item description. Figures 7 and 8 show consumer complaints regarding the discrepancy between the promotional narrative and the goods received. These three things provide a clear picture of misinformation during online transactions. Finally, in Figure 9, where consumers feel that the goods that arrive are different than expected, this happens because consumers pay less attention to the description given by the seller.

Consumer Use of the Right of Khiyar

The Right to Khiyar is given to consumers to choose between the product to be purchased and the transaction or cancel it if there is a discrepancy between the promised product. In online shopping practices, some consumers take advantage of this right when they trust a store with quality that can be trusted, but sometimes the opposite happens. Mismatches in the products received, such as differences in quality, color, or size, often disappoint consumers.⁶ In addition, inaccurate product reviews or descriptions are also one of the leading causes of consumer dissatisfaction. Sometimes, consumers need more time to check the goods before the khiyar period ends, so they have difficulty making claims. This emphasizes the importance of transparency in product descriptions and clear return policies in maintaining consumer trust in the digital era.

No	The Cutomers	The Product	The Use of Khiyar Right	Interview Result
1	Khazahayunisa1704	TV	Yes	There were five stores that I visited to buy a TV, and I was interested in buying at this store because of the 1-month warranty and the lower price of the TV, but when the item arrived it was not as expected, and when I wanted to return it there was a lack of response.
2	Asry3388	Portable Speaker	No	When I wanted to buy this portable speaker, I was interested because of the complete description, but when the item arrived, it was not as described.

6 Arief, Rifky Pratama. "Hukum Perlindungan Konsumen atas Barang yang Tidak Sesuai dengan Gambar pada Transaksi di Marketplace." *Unes Law Review* 6.2 (2023): 4953-4963.

3	Uifudm369	HF JBL-01	Yes	When I was looking for this product, I saw six shops that visited. Still, I was more interested in this shop because it had a complete description and good consumer product ratings, but when the goods arrived they were suitable but unreliable. The goods I got were damaged or didn't work.
4	Lesinyaedi	Omickoom66 Otomatic Iron	No	When I wanted to buy this product, I didn't visit other stores because I was interested in this store. After all, the price was cheaper and more affordable.
5	Rikaayuliasputeri	Blender	No	I was interested in buying this product because of the complete description, good consumer product ratings, and the 2-month warranty. Still, when I purchased it, the product was damaged, and when I wanted to return the item, the seller had many requirements.
6	71108lilis	Handphone	Yes	When I bought this product, I looked at several stores, but I was more interested in this store because of the complete description and warranty. When the package arrived, the cellphone I bought was a different brand.

7	K****y	Microfon Lapel	No	When I bought this product, I was attracted by the cheap price, and my mistake was not reading the detailed description given when the item arrived, the item had no brand, and did not work, and when I wanted to return the item, it was rejected.
8	Budinagraha2666	Micro USB	Yes	I bought my MicrousbUSB. I saw four stores visited to see good quality products, and I was interested in purchasing products here because of the clear description and good consumer product assessments. When the product arrived, the goods were as expected but the quality was lacking, such as frequent scratches.
9	Gregoilisibiy	Micrusb USB	Yes	When I bought the product I looked at six shops but was more interested in this shop because of the complete description and assessment of the consumer product which made me curious but when I bought it. The goods arrived the goods were not suitable and not suitable for use.

10	Er7bgtgh-o	Fan	Yes	When I was going to buy this fan, there were 3 stores that I visited to see whether the product was good. After I saw the Ibfone*** store, I was interested in buying a fan product here I looked at the complete description, specifications, and good consumer product ratings. Still, when my product arrived, it was not the right size, five inches. As far as I know, five inches is big, but when it arrived, it was tiny.
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Source: The customer interview result, 2024

The table above shows how consumers use or do not use the right of Khiyar. In the second column are the names of consumers who use and do not use the right of Khiyar; in the third column, there are types of electronic goods purchased by consumers. The fourth column contains information about whether or not the consumer uses his right of Khiyar, and the fifth column contains information about the indicators of whether or not the consumer uses the right of Khiyar. The indicator of using his right of Khiyar or not is if, in the fifth column, the consumer only compares or visits stores where he buys. The indicator of the consumer using his right of Khiyar is that he visits more than one store for the goods he wants to buy.

The majority of the data trends above show that six out of ten consumers use their right of Khiyar, while four consumers do not. In other words, the percentage of consumers who use or do not use their right of Khiyar is 60:40 %.

Normative Concept of Consumer Protection

In the following table, the researcher will explain the norms related to consumer protection that are used as a reference or used as a reference in regulating consumer rights that must be protected.

Regulation	The Article NARATION	Regulation's Point
<p>Undang-Undang Republik Indonesia Nomor 8 Tahun 1999</p> <p>Tentang Perlindungan Konsumen</p> <p>Bab III Hak Dan Kewajiban bagian Pertama Hak Dan Kewajiban Konsumen</p> <p>Pasal 4</p>	<p>Hak konsumen adalah:</p> <p>a. hak atas kenyamanan, keamanan, dan keselamatan dalam mengkonsumsi barang dan/atau jasa.</p> <p>b. hak untuk memilih barang dan/atau jasa serta mendapatkan barang dan/atau jasa tersebut sesuai dengan nilai tukar dan kondisi serta jaminan yang dijanjikan.</p> <p>c. hak atas informasi yang benar, jelas, dan jujur mengenai kondisi dan jaminan barang dan/atau jasa.</p> <p>d. hak untuk didengar pendapat dan keluhannya atas barang dan/atau jasa yang digunakan.</p> <p>e. hak untuk mendapatkan advokasi, perlindungan, dan upaya penyelesaian sengketa perlindungan konsumen secara patut.</p> <p>f. hak untuk mendapat pembinaan dan pendidikan konsumen.</p> <p>g. hak untuk diperlakukan atau dilayani secara benar dan jujur serta tidak diskriminatif.</p> <p>h. hak untuk mendapatkan kompensasi, ganti rugi dan/atau penggantian, apabila barang dan/atau jasa yang diterima tidak sesuai dengan perjanjian atau tidak sebagaimana mestinya.</p> <p>i. hak-hak yang diatur dalam ketentuan peraturan perundang-undangan lainnya.</p>	<p>Consumer rights: security, information, fairness.</p>

<p>Undang-Undang Republik Indonesia Nomor 8 Tahun 1999 Tentang Perlindungan Konsumen</p> <p>Bab III Hak Dan Kewajiban bagian Pertama Hak Dan Kewajiban Konsumen</p> <p>pasal 7</p>	<p>Kewajiban pelaku usaha adalah a. a. beritikad baik dalam melakukan kegiatan usahanya.</p> <p>b. memberikan informasi yang benar, jelas dan jujur mengenai kondisi dan jaminan barang dan/atau jasa serta memberi penjelasan penggunaan, perbaikan dan pemeliharaan.</p> <p>c. memperlakukan atau melayani konsumen secara benar dan jujur serta tidak diskriminatif.</p> <p>d. menjamin mutu barang dan/atau jasa yang diproduksi dan/atau diperdagangkan berdasarkan ketentuan standar mutu barang dan/atau jasa yang berlaku.</p> <p>e. memberi kesempatan kepada konsumen untuk menguji, dan/atau mencoba barang dan/atau jasa tertentu serta memberi jaminan dan/atau garansi atas barang yang dibuat dan/atau yang diperdagangkan.</p> <p>f. memberi kompensasi, ganti rugi dan/atau penggantian atas kerugian akibat penggunaan, pemakaian dan pemanfaatan barang dan/atau jasa yang diperdagangkan.</p> <p>g. memberi kompensasi, ganti rugi dan/atau penggantian apabila barang dan/atau jasa yang diterima atau dimanfaatkan tidak sesuai dengan perjanjian.</p>	<p>Obligations of business actors: honesty, guarantee, fairness.</p>
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<p>Undang-Undang Republik Indonesia Nomor 8 Tahun 1999</p> <p>Tentang Perlindungan Konsumen</p> <p>Bab IV Perbuatan Yang Dilarang Bagi Pelaku Usaha Pasal 8</p>	<p>(1) Pelaku usaha dilarang memproduksi dan/atau memperdagangkan barang dan/atau jasa yang :</p> <ol style="list-style-type: none">tidak memenuhi atau tidak sesuai dengan standar yang dipersyaratkan dan ketentuan peraturan perundangundangan;tidak sesuai dengan berat bersih, isi bersih atau netto, dan jumlah dalam hitungan sebagaimana yang dinyatakan dalam label atau etiket barang tersebut;tidak sesuai dengan ukuran, takaran, timbangan dan jumlah dalam hitungan menurut ukuran yang sebenarnya;tidak sesuai dengan kondisi, jaminan, keistimewaan atau kemanjuran sebagaimana dinyatakan dalam label, etiket atau keterangan barang dan/atau jasa tersebut;tidak sesuai dengan mutu, tingkatan, komposisi, proses pengolahan, gaya, mode, atau penggunaan tertentu sebagaimana dinyatakan dalam label atau keterangan barang dan/atau jasa tersebut;tidak sesuai dengan janji yang dinyatakan dalam label, etiket, keterangan, iklan atau promosi penjualan barang dan/atau	<p>Prohibitions of business actors: standards, clarity, quality.</p>
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<p>Undang-Undang Republik Indonesia Nomor 8 Tahun 1999 Tentang Perlindungan Konsumen</p> <p>Bab IV Perbuatan Yang Dilarang Bagi Pelaku Usaha Pasal 9</p>	<p>(1) Pelaku usaha dilarang menawarkan, mempromosikan, mengiklan-kan suatu barang dan/atau jasa secara tidak benar, dan/atau seolah-olah :</p> <ol style="list-style-type: none"> barang tersebut telah memenuhi dan/atau memiliki potongan harga, harga khusus, standar mutu tertentu, gaya atau mode tertentu, karakteristik tertentu, sejarah atau guna tertentu; barang tersebut dalam keadaan baik dan/atau baru; barang dan/atau jasa tersebut telah mendapatkan dan/atau memiliki sponsor, persetujuan, perlengkapan tertentu, keuntungan tertentu, ciri-ciri kerja atau aksesoris tertentu; barang dan/atau jasa tersebut dibuat oleh perusahaan yang mempunyai sponsor, persetujuan atau afiliasi; barang dan/atau jasa tersebut tersedia; barang tersebut tidak mengandung cacat tersembunyi; barang tersebut merupakan kelengkapan dari barang tertentu; barang tersebut berasal dari daerah tertentu; secara langsung atau tidak langsung merendahkan barang dan/atau jasa lain; 	<p>Prohibitions on promotion: false information, misleading claims.</p>
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<p>Undang-Undang Republik Indonesia Nomor 8 Tahun 1999 Tentang Perlindungan Konsumen</p> <p>Bab IV Perbuatan Yang Dilarang Bagi Pelaku Usaha Pasal 10</p>	<p>Pelaku usaha dalam menawarkan barang dan/atau jasa yang ditujukan untuk diperdagangkan dilarang menawarkan, mempromosikan, mengiklankan atau membuat pernyataan yang tidak benar atau menyesatkan mengenai.</p> <p>a. harga atau tarif suatu barang dan/atau jasa.</p> <p>b. kegunaan suatu barang dan/atau jasa.</p> <p>c. kondisi, tanggungan, jaminan, hak atau ganti rugi atas suatu barang dan/atau jasa.</p> <p>d. tawaran potongan harga atau hadiah menarik yang ditawarkan.</p> <p>f. bahaya penggunaan barang dan/atau jasa.</p>	<p>Prohibitions: misleading promotion, incorrect information.</p>
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Suource: JDIH Regulatory Data Base

The table data above shows that the Government is concerned about protecting consumers, especially in transactions in the marketplace. This protection is regulated through Law of the Republic of Indonesia Number 8 of 1999 concerning Consumer Protection, which emphasizes that consumers have the right to receive correct, transparent, and honest information regarding the goods or services they purchase, as well as a guarantee of comfort, security, and safety in using the product. The Government also gives consumers the right to receive compensation if the goods received do not match the agreement or expectations.

In addition, the Government regulates that business actors are required to provide accurate and transparent information, as well as provide a complaint mechanism and replacement of products that do not match. Business actors are prohibited from spreading false or misleading information regarding the products traded, manipulating product quality, or offering incorrect discounts. They must also comply with quality standards, including complete labels such as expiration dates, and ensure compliance with halal regulations. If a violation occurs, business actors must withdraw the product from circulation and stop misleading promotions. This emphasizes the Government's concern for creating a safe and protected consumer marketplace ecosystem.

ANALYSIS AND DISCUSSION

Misinformation between merchants and consumers in online shopping has become a significant legal and practical issue in the digital economy. Product information discrepancies, price manipulation, and misleading images are common practices that harm consumers and violate their rights. According to Indrati, many consumers suffer financial and moral losses due to limited knowledge of consumer protection laws, particularly in online transactions.⁷

⁷Indrati, F. "Perlindungan Konsumen dalam Perspektif Hukum di Indonesia." *Jurnal Hukum dan Masyarakat*, 2018, pp. 150–167.

These findings are in line with Kakoe et al., who argue that failure to meet proper information standards contributes to consumer dissatisfaction and weakens trust in e-commerce.⁸

The study confirms that such issues directly relate to the right to obtain correct and honest information, as guaranteed in Article 4 of Law No. 8 of 1999 concerning Consumer Protection (UUPK). Furthermore, the right to compensation or replacement as regulated in Article 19 UUPK is often not realized effectively due to weak enforcement and lack of awareness among consumers.

The right to *khiyar*, a concept originating from Islamic contract law, is also relevant in this context. It allows buyers to cancel a transaction if the goods received do not match the agreement. However, this right is not widely understood or implemented in Indonesian e-commerce regulations. While Law No. 8 of 1999 does not explicitly mention “*khiyar*”, its spirit aligns with the principles of transparency and fairness in consumer transactions.

Legal challenges also arise in the enforcement of these protections. The Law No. 11 of 2008 on Electronic Information and Transactions (ITE Law) and Government Regulation No. 80 of 2019 on Trading Through Electronic Systems (PMSE) provide the legal foundation for online transactions, yet they still leave gaps in ensuring consumer rights in the face of product misinformation. Weak oversight, as noted by Sari & Widjaja, and the absence of specific sanctions for dishonest online merchants further complicate the issue.⁹

From a doctrinal legal analysis, it is clear that although consumer rights are protected in principle, the lack of detailed implementing regulations for online dispute resolution and return procedures hinders effective legal remedies. As highlighted by Lestari & Nugroho, the absence of clear return mechanisms discourages consumers from exercising their rights.¹⁰

This study also reinforces previous research findings but adds a novel emphasis on the importance of the *khiyar* right in strengthening consumer protection. Unlike prior studies such as Nugroho, which focused more on return policies generally, this research emphasizes the legal-religious foundation of the *khiyar* principle as a vital normative concept in protecting consumer interests in predominantly Muslim societies like Indonesia.¹¹

Therefore, a normative reconstruction is needed to align e-commerce practices with both positive legal provisions and Islamic legal values to provide comprehensive consumer protection. Legal reforms should focus on standardizing information disclosure obligations, enforcing return rights based on *khiyar* principles, and mandating clear, accessible complaint mechanisms on all e-commerce platforms.

CONCLUSION

This study reveals that misinformation in online shopping transactions, especially for electronic products, significantly affects consumer protection in Indonesia. Frequent discrepancies between product descriptions and the goods received by consumers indicate a lack of transparency from sellers, resulting in the erosion of consumer trust in e-commerce platforms. In addition, the complicated complaint mechanisms and unresponsive seller attitudes worsen consumer dissatisfaction and reduce access to legal remedies.

⁸Kakoe, Silvony, Masruchin Ruba'i, dan Abdul Madjid. “Perlindungan Hukum Korban Penipuan Transaksi Jual Beli Online Melalui Ganti Rugi Sebagai Pidana Tambahan.” *Jurnal Legalitas*, vol. 13, no. 2, 2020, hlm. 118–131.

⁹Sari, Dewi, dan Rudi Widjaja. “Pengawasan terhadap Penjual dalam Platform E-commerce: Studi Kasus di Indonesia.” *Jurnal Hukum dan Masyarakat*, 2021, hlm. 147–159.

¹⁰Lestari, R., dan A. Nugroho. “Evaluasi Kebijakan Pengembalian Produk pada E-commerce dan Dampaknya terhadap Kepuasan Konsumen.” *Jurnal Riset Konsumen*, no. 67, 2022, hlm. 45–59.

¹¹Nugroho, A. “Perlunya Regulasi Ketat dalam Perdagangan Online untuk Melindungi Konsumen.” *Jurnal Hukum dan Kebijakan*, 2019, hlm. 45–60.

From the legal perspective, this study answers the central legal issue: how is the regulation of consumer rights protection from misinformation governed under national law? The answer lies in the existence of Law No. 8 of 1999 on Consumer Protection (UUPK), which guarantees the right to accurate information (Article 4 letter c) and the right to compensation (Article 19). Furthermore, Law No. 11 of 2008 on Electronic Information and Transactions (ITE Law) and Government Regulation No. 80 of 2019 on Trading Through Electronic Systems (PMSE) provide a legal framework for online transactions. However, these laws have not yet been implemented optimally in protecting consumers from the negative effects of misinformation, due to weak enforcement, low digital literacy, and lack of platform accountability.

The khiyar right, rooted in Islamic contract law, becomes an important normative reference that reinforces the need for a more robust return and cancellation mechanism in online shopping. Unfortunately, the implementation of this right is not yet accommodated explicitly in the current legal framework, which shows a normative gap in integrating moral-legal protections based on local values with existing positive law.

This study provides valuable insights for reforming consumer protection laws, especially regarding the standardization of product information, the strengthening of complaint-handling systems, and the inclusion of the khiyar principle as an alternative form of consumer remedy. These reforms are essential to ensure justice, trust, and legal certainty in the growing digital economy.

This study also acknowledges limitations in its scope and method. The qualitative approach provides rich, in-depth findings but limits generalizability. The sample is confined to specific consumer cases on select platforms, and it does not account for variables such as demographic differences. Therefore, future research should adopt quantitative or mixed methods with a broader population to obtain a more comprehensive and representative understanding of consumer protection from misinformation in Indonesia's e-commerce landscape.

BIBLIOGRAPHY

- Arief, Rifky Pratama. "Hukum Perlindungan Konsumen atas Barang yang Tidak Sesuai dengan Gambar pada Transaksi di Marketplace." *Unes Law Review* 6.2 (2023): 4953-4963.
- Indrati, F. "Perlindungan Konsumen dalam Perspektif Hukum di Indonesia." *Jurnal Hukum dan Masyarakat*, 2018, pp. 150–167.
- Kakoe, Silvony, Masruchin Ruba'i, dan Abdul Madjid. "Perlindungan Hukum Korban Penipuan Transaksi Jual Beli Online Melalui Ganti Rugi Sebagai Pidana Tambahan." *Jurnal Legalitas*, vol. 13, no. 2, 2020, hlm. 118–131.
- Lestari, R., dan A. Nugroho. "Evaluasi Kebijakan Pengembalian Produk pada E-commerce dan Dampaknya terhadap Kepuasan Konsumen." *Jurnal Riset Konsumen*, no. 67, 2022, hlm. 45–59.
- Mulyadi, Ahmad. "Legal Protection for Consumers in Online Sale Transactions." *Unram Law Review (ULREV)*, vol. 7, no. 2, 2023, pp. 123–135.
- Nugroho, A. "Perlunya Regulasi Ketat dalam Perdagangan Online untuk Melindungi Konsumen." *Jurnal Hukum dan Kebijakan*, 2019, hlm. 45–60.
- Sari, Dewi, dan Rudi Widjaja. "Pengawasan terhadap Penjual dalam Platform E-commerce: Studi Kasus di Indonesia." *Jurnal Hukum dan Masyarakat*, 2021, hlm. 147–159.
- Setiyo, G. Budhi. "Analisis Sistem E-Commerce pada Perusahaan Jual Beli Online Lazada

- Indonesia.” *Jurnal Ilmu Ekonomi*, vol. 1, no. 2, 2016.
- Sinaga, Jaya Setiawan, dan Yosman Leonard Silubun. “Jual Beli Barang Rekondisi Pada E-Commerce Ditinjau Dari Undang-Undang Nomor 8 Tahun 1999 Tentang Perlindungan Konsumen.” *Jurnal Analisis Hukum*, vol. 7, no. 2, 2024, hlm. 160–169.
- Utomo, H., and E. L. Fakhriah. “Efektifitas Undang-Undang Perlindungan Konsumen No 8 Tahun 1999 dalam memberikan perlindungan hukum yang berkeadilan bagi konsumen properti.” *Iustitia Omnibus: Jurnal Ilmu Hukum* 2.2 (2021): 10–18.
- Y. L. Fista, Aris Machmud, dan Suartini, “Perlindungan Hukum Konsumen Dalam Transaksi E-commerce Ditinjau dari Perspektif Undang-Undang Perlindungan Konsumen,” *Binamulia Hukum* 12, no. 1 (2023): 177–189.