
CONSUMER PROTECTION LAW IN BUYING AND SELLING GOODS ONLINE

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Abstract

In recent years, ICT growth has accelerated at a remarkable rate. Sellers (business actors) and purchasers (consumers) are no longer brought together during online transactions (buyers). These deals are made through electronic commerce (E-Commerce). The parties in electronic transactions, the buyers, are often affected by parties who violate agreements and agreements offered through e-commerce mechanisms, despite the fact that legislation regulating e-commerce have been developed. As a result, the purpose of this research is to identify the applicable consumer protection laws for e-commerce. Researcher adopts a normative strategy here. According to the study's findings, if a consumer or customer receives a product that does not match the description or image of the advertised product on the internet, the consumer can launch a civil complaint against the business actor or seller on the grounds of default or against the law. The Consumer Protection Act and the Information and Electronic Transactions Act are two pieces of legislation that protect consumers' rights. The government and society at large also have significant responsibilities in terms of consumer protection, particularly in the form of oversight.

Keywords: *Consumer Protection, Buying and Selling, E-Commerce.*

A. INTRODUCTION

In the age of the fourth industrial revolution, technological advancements caused changes in the commercial sector (Disemadi & Kang, 2021). The creation of the internet and cybernet, which are technologies that provide the rapid transformation of information throughout cyberspace, exemplifies the sophistication of modern technology and the emergence of a totally transparent global information network. world. The Internet, which has been extensively developed to reach practically all parts of Indonesia, offers a variety of services to the Indonesian people (Sinaga & Putri, 2020). In the sphere of commerce, the development of the internet has caused a shift in purchasing and selling practices. Buying and selling was once conducted conventionally, with people visiting shopping malls directly. Now, with the advent of the internet, consumers may purchase online from their smart phones rather than in shopping centers (Anjani & Santoso, 2018). With the expansion of the internet and technology, both business players and customers benefit from its convenience and favorable effects. This type of business utilizing information technology is known as electronic commerce or electronic business. E-commerce (trade in technologies) is a subset of e-business (business done by electronic transmission) (Barkatullah, 2019).

E-commerce is one way that the widespread availability of ICT is manifesting itself in the present-day business world. Data transfer between computers and networks (like the internet) involves a number of parties including customers, producers, wireless carriers, and middlemen (intermediaries) (Akbar & Alam, 2020). There is no longer a need for the traditional meeting of business actors (sellers) and customers (buyers) during online transactions involving the purchase and sale of items (buyers). These deals are made through the website's micromarket, through email and other forms of electronic communication, and through online or mobile banking, or through direct wire transfers between banks (Sari et al, 2020).

Traditional Indonesian purchase and sale agreements can serve as a template for legal transactions governed by either the Civil Code system (hence referred to as KUHPer) or the customary law system. This paradigm is nearly comparable to what is used by contemporary information and communication technology (ICT) in online retail transactions (Prasetya, 2021). Online shopping failures immediately violate and erode consumers' rights, especially those connected to the acquisition of truthful, accurate, and transparent product information (Konoras, 2021). Both parties to an e-transaction have the potential to incur losses, and those who have never used the internet to buy or sell anything online are not immune to the risk of financial loss. One example of this is the fraudulent use of a credit card to make purchases made online (Setyawati et al, 2017).

Due to inadequacies in the Indonesian procedural legal system, electronic information must be examined carefully before being admitted as evidence. And because they may be transmitted to locations all over the world, electronic information systems are likewise at risk of being altered, intercepted, and faked. This means evidence must be carefully considered. in a short amount of time, which means it can cause complex complications (Akhmaddhian & Agustiwi, 2016). On April 21, 2008, the Government and the Legislative Body of the Republic of Indonesia enacted Law no. 11 of 2008 concerning Information and Electronic Transactions, which established rules for the conduct of business conducted electronically, including online. This law went into effect in Indonesia on April 21, 2008. Law Number 8 of 1999, titled "Consumer protection," was enacted by the Government of the Republic of Indonesia and the Legislative Body of the Republic of Indonesia (DPR RI). "

The Unfair and Unbalanced Practices in the Consumer Markets Act (UUPK), commonly known as Law Number 8 of 1999, protects consumers' rights and provides principles for business actors' behavior in product promotion. According to Article 17 of UUPK, companies can't lie to customers about the reliability of their products and services (including their quality, quantity, materials, uses, and prices) and the timeliness of their deliveries (including their guarantees and warranties). Article 7 of the UUPK and Article 49 paragraph (1) of Government Regulation No. 82 of 2012 concerning Digital Transaction Systems outline the responsibility of the seller or other business actor to assure consumer confidence in every transaction. Operators (therefore PP PSTE) indicate that product suppliers are obligated to disclose all relevant information on contract terms, suppliers, and commodities. In addition, companies that provide services must reveal important contract details to those who provide products. brief explanation of a special offer.

B. METHOD

This study makes use of the typical techniques for doing legal research, which include the collection of information from a variety of statutes and regulations as well as the exploitation of certain published data (Diantha, 2016). Within the scope of this investigation, the legal resources can be divided into two distinct types, namely, primary data and secondary data. Examples of primary legal materials include the Civil Code, Law No. 8 of 1999 Concerning Consumer Protection, and Law No. 19 of 2016 Concerning Amendments to Law No. 11 of 2008 Concerning Information and Electronic Transactions. These are all examples of legal materials that contain stringent rules that every individual or society is obligated to abide by. Other examples of primary legal materials include the Criminal Code and Law No. 19 of 2016 Concerning Amendments to Law No. 11 of 2008 Concerning Information and Electronic Transactions. Secondary Legal Materials are related legal facts that can assist in the analysis, comprehension, and explanation of primary legal materials. Some examples of secondary legal materials are legal literature that is based on earlier study, mass media, and electronic findings.

C. RESULT AND DISCUSSION

1. Consumer Legal Protection Instruments

The people of Indonesia have a lot to do with the success of online shopping there. Traditional means of buying and selling, such as in-person interactions between buyers and sellers, have given way to a system based on the use of the internet and other digital devices, but not everyone has made the switch. The expansion of ICT will have a positive impact on Indonesia's economic development, but it will also bring with it new challenges in the business sector that will need to be addressed by the country's legal framework. Indonesia is a legal monarchy (Amarini, 2018).

Legal protection for consumers in commercial contracts can come in two forms: (a) statutory protection, such as that provided by laws and government regulations; and (b) contractual protection, such as that provided by stimulant agreements between producers and consumers, including arrangements regarding compensation, time period for legal complaints, compensation, etc. The evidence for this is provided by (Wulandari, 2018). Customers and sellers are both subjects of the law and participants in an online marketplace. Transactions that take place entirely online and result in binding legal obligations between buyers and sellers or other parties to a business transaction (Siregar & Pahu, 2017).

A contract can be made by anyone, on any subject, with any terms, and it will be legally binding on all parties involved. The Criminal Code's Article 1320 lays out the requirements for a contract to be enforceable, such as the presence of an agreement, the ownership of certain information or tangible assets, and the advancement of a defined goal. Since 2008, when Law Number 11 of 2008 was issued concerning information and electronic transactions, special laws and regulations had been issued to protect parties who made internet-based payments (Mantri, 2007).

It is easy to determine which body of law applies in the event of a dispute arising out of domestic electronic transactions conducted within the territory of the State of Indonesia. Since *Burgelijk Wetboek (BW)*, Consumer Protection Law, Data and Digital Business Law, and its derivatives provide substantially the same rules as those in effect in Indonesia, they may be used in the future to settle disputes (Rongiyati, 2019). Disputes arising out of international commercial transactions not subject to Indonesian law will be resolved in accordance with the law and forum chosen by the parties to the electronic contract (Syahrin, 2018).

According to Article 38 of Law Number 11 of 2008, which regulates Data Trading, a person may file a lawsuit against a company that operates an Electronic System and/or uses Digital Technology that results in losses as the basis for resolving disputes that arise outside of the jurisdiction of the State of Indonesia. in addition to the Internet and other digital gadgets. (Ayu, 2018). According to the Laws and Regulations, the community can make a claim on behalf of the community against the party running the Embedded Device and/or using the Digital Technology that caused the damage. In accordance with Article 39 of UUTE, the rules of law must also be applied in civil actions. Alternative dispute resolution (ADR) procedures, such as perpetual conflict mediation, allow parties to avoid having to resolve a case under the Laws and Rules. This is the case because dispute resolution bodies must comply with Article 23 of the Consumer Protection Act (UUPK). Clients can file a claim with a consumer protection agency or a lawsuit in the court system serving their place of residence if they are denied, neglected, or underpaid by their employers.

For details on your duties under a contract, see Section 1243 BW, and for details on breaking the law, see Section 1365 BW. Default litigation can only arise when a legally binding relationship (contractual agreement) between the parties involved already exists, giving rise to rights and obligations for all parties involved. The term "performance" is used here to refer to the act of fulfilling one's legal obligations. When the parties to a contract fail to achieve their stated goals, or only partially succeed in doing so, it is considered a default (breach of promise).

If an issue emerged and a lawsuit was to be filed over cases of consumer losses in e-commerce transactions in acquiring and online shopping due to sellers, a breach of contract lawsuit would be more appropriate than a lawsuit based on a violation of law. This is because it is less difficult to prove that a contract was broken than that a law was broken. The obligations of business actors in electronic contracts have been breached, resulting in losses for the clients, when the parties to the contract for the sale of goods deviate from the terms of the contract (Silviasari, 2020).

This means we can use the ITE Law and/or the PP PSTE tools to our advantage in the event of a dispute arising out of our usage of electronic means of conducting business. Because of this, we won't have to waste time and money on further legal action. The provision of complete and accurate information regarding the agreement's terms, producers, and goods in circulation on the market is emphasized in Article 49 paragraph (1) of the PP PSTE for Business Entities that provide goods using automated technologies. This requirement applies to business entities that provide goods through the use of automated tools. This regulation is in place for the purpose of ensuring the safety of customers. In addition to this, those involved in business are required to provide information that is honest when it comes to making offers for contracts or marketing their products.

2. Protection of Consumers who Suffer Loss in Online Buying and Selling Transactions

Specifically, the author uses Soerjono Soekanto's theory of law enforcement to argue for stricter protections for consumers (1977). The law, the police, the jail, the community, and the culture all play a role. Both are intrinsic to and measured against the progression of time, which serves as a barometer of law enforcement's effectiveness.

In order to "defend the entire nation and the entire territory of Indonesia, promote public welfare," as it says in the Preface to Indonesia's 1945 Constitution, consumer interests must be protected through law. For this reason, the Constitution is considered an agreement, or document of the political elite. The concept of a welfare state, popularized by socialists in the 18th century, was instrumental in launching the modern welfare state. Buyer and seller protections in online transactions are spelled out in detail in Article 4 of the Consumer Protection Law. Article 7 of the PK Law imposes duties on vendors who use an electronic trading platform.

Many factors, such as those listed below, must be considered when keeping track of the losses endured by consumers in legal protection transactions for consumers, as provided in the UUPK governing the rights that must be gained:

- a. There must be openness and transparency in the terms of service presented to consumers. One reason default occurs is that sellers don't always provide buyers with accurate, transparent descriptions of the products they offer for sale. There are both privileges and responsibilities that come with being a customer who purchases goods and services. Knowing one's consumer rights is one of these things since it helps people think for themselves, gives them agency, and improves their chances of making good decisions.
- b. Consumer Redress Through the Law Clients who suffer losses because their purchases did not match the agreement or were incorrectly delivered are entitled to a refund or exchange from the seller or marketplace.
- c. Redress Procedures for Customers Article 19 of the UUPK governs consumer rights like the right to representation, security, and proper dispute resolution procedures, all of which relate to complaints about concerns with losses suffered by customers. Customers who suffer damages as a result of using a product are the intended beneficiaries of this privilege, which can be used in court or out of court.

- d. Conflict Resolution for Shoppers According to Article 45 paragraph 1 of the UUPK, "Affected consumers can sue company operators through organizations dedicated to resolving consumer-business conflicts or through courts within the wider legal system." This article provides a foundation for consumers' freedom of choice in consumer dispute resolution, which is otherwise governed by the UUPK and the UU ITE.
- e. The Public's Right to Be Informed Get the information and training that will equip you to make better informed purchasing decisions and reduce the risk of injury from using a product.

With the advent of the ITE Law, those who resell e-commerce transactions over the internet are afforded four types of protection:

- a. The identities of business actors are verified, and they are required to get approval from a higher-up. Law No. 11 of 2008, Article 9.
- b. Consumers' private information must be safeguarded as they are frequently forced to submit full identifying details before a transaction can begin. Law No. 11 of 2008, Article 26.
- c. Article 9 of Law Number 11 of 2008 protects the right of consumers to be given accurate and transparent information about the products they purchase.
- d. Provide as much information as possible on the mode of transaction and any other pertinent data. Paragraph 1 of Article 49 of the PP PSTE emphasizes the importance of sellers and other business actors providing proper and full information when offering items or services electronically. as it relates to the creator, the nature of the agreement, and the offered good or service.

D. CONCLUSION

Since e-commerce regulations have been put in place, the concept of "trade using electronic systems" has been more defined and less ambiguous. Trading using electronic systems is made safer and more predictable by these rules, which also benefit dealers, event organizers, and customers. In accordance with the Consumer Protection Law no. 8 of 1999 (UUPK) and the Electronic Information and Transaction Law no. 11 of 2008, the rules governing the protection of consumer rights and compensation provisions are modeled (ITE Law). These two laws were passed in 2008 by legislatures in both countries. The issue at hand concerns the capacity of consumers/customers and sellers as parties or legal subjects in buying and selling, specifically as it relates to legal aspects that occur between business actors or product bidders in the form of hard or intangible products and consumers/sellers in transactions conducted via electronic media. This includes any situation in which goods or services are bought and sold. The act of purchasing and selling goods online creates a legally binding connection since it is a manifestation of the freedom to contract (*laissez-faire*) between the people involved. A contractual duty describes this kind of partnership (*pacta sunt servanda*). A consumer or customer may have legal grounds to sue an online merchant if the thing they receive differs in material or essential ways from the product description or image on the shop's marketing (as a type of offer). in criminal court as well as against commercial parties and vendors.

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