

Legal Protection for Consumers in the Process of Online Buying and Selling Transactions in the Marketplace

*Dian Tirtha Rezkiyanti^a, Wahyudi^b

^aUniversitas Terbuka

^bUniversitas Komputer Indonesia

*Email: akudian200820@gmail.com^a, wahyudiyurispruden@gmail.com^b

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Abstract

The rapid advancement of technology in the world of information and transaction processes that occur in society which was initially done manually and has to visit existing traditional and modern stores, can now be done electronically or through social media. In article 1 paragraph 2 of the consumer protection law, the elements associated with consumers are related to people or who have the status as users of goods or services individually or legal entities. The purpose of holding this research is to find out the implementation of legal protection for consumers in the process of online buying and selling transactions through e-commerce. In the process of preparing the results of this scientific paper, the author uses a descriptive qualitative research method and in this research a method in the form of normative legal research is also used. This research was carried out through a literature study process with the use of supporting books, and journals to support the results of this research. The results of the study show that consumer protection needs to be carried out preventively and repressively in all aspects of the protection provided, so in this case the government has established a special institution, namely the Ombudsman and also the consumer protection agency to carry out the process of protection and supervision of consumers in Indonesia.

Keywords: Consumer Protection; Law; E-Commerce Transactions.

Abstrak

Kemajuan teknologi yang sangat pesat dalam dunia informasi serta proses transaksi yang terjadi di masyarakat yang pada mulanya dilakukan secara manual dan harus mengunjungi toko tradisional maupun modern yang ada, saat ini telah dapat dilakukan secara elektronik atau melalui media sosial. Dalam pasal 1 ayat 2 undang-undang perlindungan konsumen, unsur-unsur yang dikaitkan dengan konsumen yakni berhubungan dengan orang atau yang memiliki status sebagai pengguna dari barang atau jasa secara individu maupun badan hukum. Tujuan dari diadakannya penelitian ini ialah untuk mengetahui implementasi perlindungan hukum bagi konsumen dalam proses transaksi jual beli online melalui e-commerce. Dalam proses penyusunan hasil penelitian karya ilmiah ini penulis menggunakan metode penelitian kualitatif deskriptif dan di dalam penelitian ini digunakan pula metode yang berbentuk penelitian hukum Normatif. Penelitian ini dilakukan melalui proses studi literatur dengan penggunaan buku-buku penunjang, dan jurnal untuk menunjang hasil penelitian ini. Hasil penelitian menunjukkan bahwa perlindungan konsumen perlu dilakukan secara preventif dan represif di dalam segala aspek perlindungan yang diberikan, sehingga dalam hal ini pemerintah membentuk sebuah lembaga khusus yakni Ombudsman serta juga badan perlindungan konsumen untuk melakukan proses perlindungan dan pengawasan kepada konsumen yang ada di Indonesia.

Kata Kunci: Perlindungan Konsumen; Hukum; Transaksi E-commerce.

INTRODUCTION

The progress and development of technology that is quite fast in the world of information and the transaction process that occurs in society which was initially done manually and has to visit existing traditional and modern stores, has now been carried out with electronic media or through social media or online which makes information industry technology a favored thing. Apart from the ease and time efficiency of the purchase process, there are also other advantages with the use of this technology industry, namely the expansion of market share that can reach other countries without having to travel to other countries to make purchases. Through this technological development, the national and global economy has entered a more modern stage with the use of the term digital economy.

The rapid development that has occurred is also followed by the creation of various kinds of applications that are formed to facilitate activities from the community in terms of communication, shopping systems, even now starting to be made with various forms of platforms that utilize existing technology. E-commerce services that are carried out online were created to facilitate the process of purchasing products and services more easily.

In addition to the use of social media, the buying and selling transaction process is carried out with *marketplace* media or media that functions as a digital marketplace on smartphones. Through technology and information that exists in human life, it is then able to encourage ease of work in all fields. Technology created as it develops meets human needs that are getting easier and faster. Online transactions are currently an activity that takes advantage of market digitalization. The use of existing technology is used as a means of conducting business transactions in trade which is increasingly widely used in various circles. According to Anggreani et al (2022), E-business is one of the business developments that is carried out online and is in great demand by entrepreneurs in the world.

The law serves to provide a limit on deviant community behavior and the consequences that must be received from the deviations committed, such as making a prohibition on claiming compensation and so on (Sadi et al, 2023). There are several legal guidelines in the process of selling and buying that are enforced in the process, namely related to the obligations and rights of the actors, both sellers and buyers, in the relationship of agreements or contracts that have been affirmed at the time of signing the sale agreement (Hendryan Journal et.al, 2023).

In the transaction process carried out by business actors and consumers, there is an attachment related to the contract of rights and obligations that occur between the parties concerned, and this is regulated in civil law which regulates the interests of individuals. Online sales and transactions are regulated in article 1320 of the Civil Code which records the binding agreement between the two parties, the skill in making an agreement, certain subject matter and also the non-prohibited cause of this is associated with certain objects and conditions of lawful power.

The agreement referred to in the law is related to a contract and serves as a binder in the world of commerce. Every buying and selling process carried out through e-commerce will receive legal protection from sales agreements and agreements (contracts) (Lestari et al., 2022). Every transaction process that is carried out through the internet gives rise to many activities that allow for legal consequences with various consequences.

Kriswandaru (2023) explains that all online intermediaries must comply with a broad new transparency obligation to improve accountability and oversight, for example

with new tagging mechanisms for digital content. This is related to the emergence of an act of default that may be violated by one of the parties and this occurs in a sale and purchase transaction that is carried out digitally or electronically. This then creates difficulties for other parties who feel aggrieved to prosecute for losses that have been caused by unlawful acts. This act is caused by the occurrence of a buying and selling transaction process that is not carried out directly, because the purchase process carried out digitally or through e-commerce is different from the trading process that is carried out conventionally or through a direct transaction process.

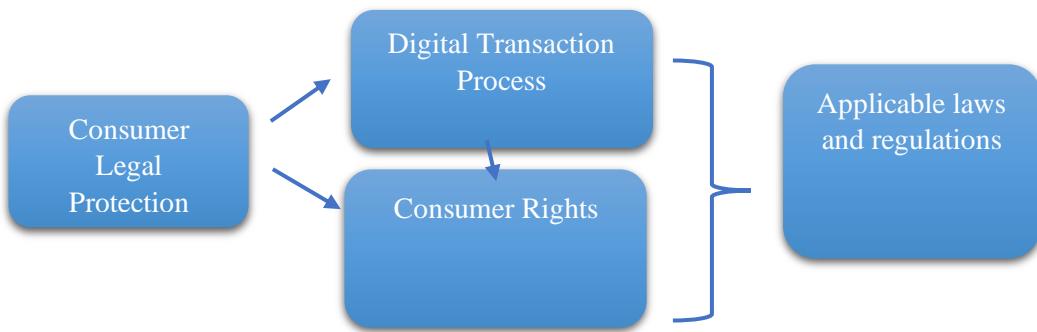
The transaction process that is carried out conventionally and digitally has a slight difference caused by the fact that there are different media used in the negotiation and conversation process between consumers and business actors. Because the transaction process is carried out through e-commerce using media that is accessed online, starting from the negotiation stage to making payments and delivering goods or services to consumers, even in the process of making agreements, online media is also used without the need for a direct meeting.

In accordance with the affirmation stated in Article 1 Paragraph 3 of the 1945 Constitution, it has been stated that Indonesia is a country of law and requires that the law always needs to be enforced and respected and obeyed by all people living in the state of Indonesia without exception. All citizens living in Indonesia have the same obligations and rights before the law and everyone gets the same treatment in the law. Based on the above background, the author formulates a problem that will be answered through the results of the research, namely: how are legal protection efforts carried out in terms of consumer enforcement in the process of business transactions through online media?

RESEARCH METHODS

In the process of preparing the results of this scientific paper, the author uses a descriptive qualitative research method and in this research a method in the form of normative legal research is also used. This research was carried out through a literature study process with the use of supporting books, and journals to support the results of this research. The results of the research are through several literature that the author conducted by involving reliable sources. The data collection was carried out by the author through literature studies and observations. And to find out the frame of thought, the author presents in the form of a chart below:

Figure 1. Frame of Mind



RESULTS AND DISCUSSION

Transactions in E-Commerce

E-commerce is defined as a sales and purchase system that is carried out with the digitalization process and e-commerce is not only defined as a trading business that is

carried out digitally, but also includes all activities in the trading process that are carried out with the use of other digital media that can be accessed by the internet network. In practice, e-commerce is also defined as a business that is done with the use of an internet network. According to *the World Trade Organization* or WTO, e-commerce has scope in the stages of production, advertising and product introduction, the sales process and up to the delivery of goods or services carried out with electronic media.

E-commerce is a means of connecting consumer business actors and other communities to do business in terms of goods and services and also information through electronic transaction processes. Where business actors and consumers are no longer required to have face-to-face or face-to-face meetings, but in the process the activities carried out are protected by law.

Regarding sales and purchase transactions in online media, the liability of the business owner can still be prosecuted for his responsibility if the transacted product has defects and causes losses to consumers. The completeness of the information of the products or services sold needs to be carried out by the business owner in the process of offering products so that this anticipates misunderstandings in the transaction process.

In transactions carried out electronically, the determination of the payment of compensation is not based on the provisions of the law, but the amount of compensation value is determined by the party concerned in the contract agreement. The agreement made between the two parties becomes binding (law) between the makers. And the contract agreed upon by both parties becomes a civil liability that is guided by the contract of the business actor that may be incurred for consumer losses.

Problems in the online transaction process usually have several obstacles experienced by consumers, this is usually related to:

1. Goods ordered by consumers cannot be identified, seen or touched because they are done online
2. There is unclarity of information related to the product being introduced and there is also uncertainty from consumers who obtain information that needs to be known in decision-making
3. Unclear status of the legal subject of business actors
4. There are risks related to the absence of security guarantees in the transaction process of the system used and also related to privacy specifically in relation to the payment process carried out digitally
5. There is a risk to the purchase process, where the payment process has been carried out in full, while the delivered product will not necessarily be accepted because the guarantee imposed is not a guarantee in the receipt of goods but a guarantee of delivery of goods.
6. And the process that is carried out online cross-country then gives rise to legal jurisdiction over the laws of the country that are enforced in the transaction process that is enforced.

According to John F. Kennedy in the journal Lestari et al., 2022 noted that consumer rights need to be protected in the process of carrying out transactions, including:

1. The right to obtain security, that there is protection for buyers against the marketing process sold through the media, as well as services that are likely to have consequences that may endanger consumer safety. The right to obtain this security must be obtained by all people in their respective countries so that people can feel safe and calm in the transaction process.

2. The right to choose, is where the consumer has the right to make a purchase or not to purchase goods or services
3. The right to obtain information information listed by the seller must be compatible with the goods and services being sold. And this right has a very fundamental influence on consumers.
4. The right to be heard, complaints from a consumer about the goods or services that have been purchased are the rights owned by the consumer
5. The right to obtain guidance, briefing and education to consumers.
6. Consumers also have the right to obtain compensation and compensation if there is a discrepancy between the products or services obtained by the buyer and the goods listed in the purchase window in e-commerce so that through an agreement, the goods can be returned to the seller.

Consumer Protection Law

Consumer protection is crucial because a consumer has universal rights and specific rights. According to Sihombing (2023), legal protection is a form of protection provided for legal subjects in the form of preventive or repressive devices. According to Daeng et al (2024), consumer protection is any effort that ensures legal certainty to provide protection to consumers from actions that harm them in the transaction of goods and services. The purpose of this regulation in terms of consumer protection is to maintain the rights of buyers who are users of goods and also provide legal certainty that business owners have responsibility and responsibility for the products and services offered to consumers. Meanwhile, legal sources in terms of protecting consumers are legal bases that are used as guidelines in regulations related to consumer protection in a country. In Indonesia itself, consumer protection laws are based on various rules of law that are set nationally and internationally.

According to Yunita Amalia and Isnawati (2024), consumer protection in Indonesia itself is sourced from government regulations, laws and international instruments. The 1945 Constitution provides a legal umbrella for consumer rights, where in article 33 it is emphasized that the economy is structured based on the principle of kinship, which provides a mandate for the state in terms of regulating and protecting the interests of the community, including consumers in economic activities. In addition, the rules regarding fraud are contained in article 378 of the Criminal Code. Because fraud that occurs in e-commerce is an online crime that depends entirely on the use of technology.

Government regulations and ministerial regulations issued to protect consumer rights such as regulations on the standardization of a product, labeling, and steps to file consumer complaints regarding losses experienced. Through civil law and even the provision of criminal sanctions, it will protect consumers, namely in terms of compensation when consumers are affected by losses caused by the use of goods or services that are not in accordance with the agreement, as well as in providing sanctions for sellers who have done heavy things such as selling and marketing products that have an impact that is detrimental to consumers and also committing fraud, including in the realm of criminal acts.

In the process of purchasing goods or services, the legal protection provided to the buyer has a very wide scope, starting from the stage of acquiring goods or services and to the effects that will appear in the process of using the goods or services. According to Zulham in the Hidayah and Witasari Journal, in 2022 there are two factors directly related to the scope of consumer protection, namely legal protection against the emergence of a

possibility of non-conformity of goods handed over to consumers with the initial agreement, and protecting consumers against unfair requirements to buyers or consumers.

Abi Pratama (2020) stated that protection for consumers includes protection related to the incompatibility between the goods received and the goods listed in e-commerce or agreements received by consumers so that consumers get defaults because the electronic contract agreed at the beginning was violated by business actors. While the second aspect is in the form of protection of requirements that provide losses for consumers by business actors.

Consumer law itself is a part of the overall principles and rules and then regulates the relationships and problems that occur on one side with the other that are related to goods or services in the consumer's life. On the other hand, consumer protection law can be defined by the overall principles and legal principles that regulate and provide protection for consumers in relationships and problems with providers of goods or services used by consumers. Law Number 8 of 1999 explains that consumer protection is all efforts that ensure legal certainty to provide legal protection to consumers.

In the process of implementing consumer protection, there is the involvement of parties who have authority in the process. First, the government in its implementation is in accordance with article 29 paragraph 1 of Law Number 8 of 1999 which explains that:

"The government has a responsibility for fostering the implementation of consumer protection that ensures the acquisition of the rights of consumers and business actors as well as the implementation of consumer and perpetrator obligations."

Second, the National Consumer Protection Agency is a body created in an effort to support legal protection for consumers and functions in providing input and consideration to the government that has a relationship with efforts to advance existing consumer protection regulations. In the implementation of these duties, this agency carries out its duties guided by Article 34 Paragraph 1 of Law Number 8 of 1999 concerning consumer protection. Mas'udah (2024) said that through this law, the purpose of consumer protection is to increase consumer capacity, awareness, and independence in self-protection, increase dignity for customers by rejecting negative exposure to goods and services, strengthen consumer rights, increase consumer protection, and increase seller awareness in providing honesty when selling.

Third, non-governmental consumer protection institutions that are given the opportunity in the process of realizing legal protection to consumers and this institution can be recognized by the government when the institution is in accordance with the requirements and this institution is tasked with the formulation contained in Article 44 Paragraph 3 of the Consumer Protection Law. According to Marpi (2022), an electronic contract is a contract that is the result of an electronic commercial transaction. An illustration of this process is that a store has a website that includes product information including prices and payment methods as well as how to ship goods.

Transaction regulations in e-commerce have been stipulated in a law in the form of Law Number 11 of 2008, namely regarding the law on information and electronic transactions and the trading process with the electronic transaction system regulations in e-commerce have been stipulated in a law in the form of Law Number 11 of 2008, namely regarding the law on information and electronic transactions and the trading process with the electronic system itself contained in articles 65 and 66 in Law Number 7 of 2014 concerning trade. The creation of regulations related to e-commerce transactions is proof that the government is very serious about regulating consumer

protection in Indonesia, but in its implementation the law enforcement that occurs in the digital world is still relatively imperfect and there are several case settlements that are not optimal and tend to neglect the rights of consumers.

Contained in articles 65 and 66 in Law Number 7 of 2014 concerning trade. The creation of regulations related to e-commerce transactions is proof that the government is very serious about regulating consumer protection in Indonesia, but in its implementation the law enforcement that occurs in the digital world is still relatively imperfect and there are several case settlements that are not optimal and tend to neglect the rights of consumers.

In the online transaction process, a consumer is someone who buys a product or service through the marketplace and, the product can then be used directly and not resold to others or in this case plays the role of the final consumer (Makasuci and Gultom, 2021). In the consumer protection law, which is recorded in article 19, business actors have responsibilities including:

1. Providing compensation for damage, pollution and also negative effects caused by the consumption of goods or services that are marketed or traded experienced by consumers.
2. Usually, the replacement of goods or services can be returned or replaced with goods of equivalent value or with products of the same type, or the provision of health expenses and compensation based on the applicable rules.
3. The time given is 7 days after the transaction process occurs to provide compensation.
4. As recorded in paragraphs 1 and 2, the award of compensation also does not require the possibility of criminal prosecution based on valid evidence of the existence of elements of violation.
5. Business actors, as recorded in paragraphs 1 and 2, will not be able to apply if there is proof that the error is purely from the consumer.

In terms of the general judicial system that applies in the process of resolving consumer civil disputes, then it causes a waste of resources, time and funds as well as thoughts and energy so that alternatives are developed with an emphasis on dispute resolution patterns that are outside the judicial process. Dispute resolution that is public and private is the method that is considered the longest and most commonly used in the case settlement process in terms of consumer rights protection (Panjaitan, 2021). The handling of fraud cases experienced by consumers in the process of making transactions digitally or online through e-commerce is recorded in several articles, namely:

1. Article 8 paragraph 1 letters d, e and f in which it is explained that business actors are prohibited from producing or trading goods or services that are not in accordance with the promises, quality, and conditions stated in the information and the process of promoting the sale of goods or services.
2. Article 16 letters a and b also explains the offer of goods and services from business actors through orders, a prohibition is given to not keep the order and also an agreement at the time of settlement in accordance with what is promised, there is also a prohibition to not keep the agreement regarding services or achievements.

Legal protection in terms of transactions carried out through e-commerce between consumers and sellers requires legal certainty. This is because consumer rights are important to be protected and enforced and there is also a need for awareness from

business actors not to overclaim or defraud consumers regarding the goods or services sold.

A warranty is in the form of an exchange or return of goods by the consumer when the product does not match the product received and the order, and this is part of the legal protection of the consumer itself. Legal protection in the provision of electronic evidence in Indonesia is still guided by the provisions contained in the civil law law, where the evidence shown and acknowledged in the civil court hearing process is quite limited. In article 1 paragraph 2 of the consumer protection law, the elements associated with consumers are related to people or who have the status as users of goods or services individually or legal entities. In addition, the product user who is an end consumer is also the understanding of the consumer. Furthermore, products related to goods or services used by consumers. The end consumer is a consumer who directly consumes goods or services and is not for resale. Consumer protection in this case can be separated into two parts, including:

1. Consumer protection related to the non-conformity of goods received by consumers with what has been agreed upon
2. The imposition of unfair conditions on consumers by business actors (Widiarty, 2022).

Consumer protection needs to be carried out preventively and repressively in all aspects of the protection provided, so in this case the government has established a special institution, namely the Ombudsman and also the consumer protection agency to carry out the process of protection and supervision of consumers in Indonesia. In addition, companies as business actors also need to have an understanding related to the rights and needs of consumers and provide certainty that the products and services offered to consumers meet the right and safe quality standards.

CONCLUSION

In the laws and regulations set by the government in terms of maintaining and protecting consumer rights in carrying out the transaction process, it has gone quite well, but there are still a lot of developments that still need to be done to provide justice for consumers as users of products or services traded by business actors. In addition, agreements or contracts that have been made by business actors with consumers are laws or laws that can be accounted for when consumers are harmed. There is still a need for the development of regulations and laws and regulations that specifically regulate online buying and selling transactions to provide legal certainty for consumers in conducting the online transaction process.

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