

Legal Protection for Consumers in Online Buying and Selling Transactions (E- Commerce) Reviewed Based on Law Number 8 of 1999 Concerning Consumer Protection

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ABSTRACT

Internet technology has a huge influence on the world economy. This rapid development of technology has brought many changes to the pattern of life of most Indonesians. The pattern of life occurs in almost all fields, such as social, cultural, trade, science, and other fields. In the field of trade, the internet has begun to be widely utilized as a medium for business activities. The most developed example of trading activities in cyberspace in relation to the use of the internet is electronic commerce. E-Commerce is divided into two segments, namely business to business e-commerce (trade between business actors) and business to consumer e-commerce (trade between business actors and consumers). From this problem, the formulation of the problem to be discussed is how the responsibility of business actors towards consumers in the event of a discrepancy in the goods sent and how consumer protection is reviewed based on Law Number 8 of 1999 concerning Consumer Protection. The purpose of this research is to find out and analyze the liability of business actors to consumers for goods that are not in accordance with orders based on Law Number 8 of 1999 concerning Consumer Protection and to find out the provisions for consumer protection in online buying and selling based on Law Number 8 of 1999 concerning Consumer Protection. This research uses normative juridical methods, namely legal research conducted by examining library and secondary materials. Normative legal research is conducted on laws and regulations relating to consumer protection. The result of this research is that consumers must be given special protection from various possibilities that will harm consumers and business actors who do not have good faith in conducting online buying and selling transactions.

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I. INTRODUCTION

Consumer protection law is currently receiving considerable attention because concerning the rules for the welfare of society not only the community as consumers only who get protection, each of them has rights and obligations. The role of the government is to regulate, supervise and control, so as to create a conducive system

create a conducive system that is interrelated with one another, thus the goal of welfare of the community at large can be achieved.

Business is identical to the existence of customers, this is part of the interaction in carrying out economic or business activities and is usually referred to as a consumer, which is a connoisseur of products produced by business people or entrepreneurs. consumers, namely connoisseurs of products produced by business people or business actors. In social life, humans are never free from conflicts or disputes, concerning violations of consumer rights. Especially in business activities, it is necessary protection, especially for consumers. Every person who uses goods and/or services available in the community, both for their own interests, family, others, and other creatures and not traded. The legal basis of consumer protection protection is Number 8 Year 1999.

Producers or business actors will seek the highest possible profit in accordance with economic principles. Prasasto suggests four examples elements that influence business behavior to be unhealthy, namely conglomeration, cartel/trust, insider trading, and unfair/fraudulent competition. There are at least there are at least four forms of actions that are born as a result of unhealthy business practices as above, namely raising prices, lowering quality, dumping and falsifying products.

In connection with these matters, consumers need to be protected legally from possible losses due to fraudulent business practices. consumers need to be legally protected from possible losses they experience due to fraudulent business practices. business practices. Therefore, regulations are needed, for example, on how to make good and healthy food, and rules that protect consumers from losses due to fraudulent business practices. good and healthy food, and rules that protect consumers from losses arising from using or consuming food, as well as strict supervision. losses arising from using or consuming food, as well as strict supervision so that these regulations are complied with and that these regulations are complied with and implemented. With the understanding that all people are consumers, then protecting consumers also means protecting the whole society. protecting the entire society. Therefore, in accordance with the mandate of paragraph IV of the Preamble of the 1945 Constitution of the Republic of Indonesia, then consumer protection is important.

The internet as an electronic information and communication medium has been widely utilized for various activities, including browsing (surfing), searching for data and news, sending messages via email and trading. Trading activities utilizing this internet media are known as electronic commerce, or abbreviated as e-commerce. electronic commerce, or e-commerce for short.

In electronic buying and selling transactions, the parties involved are include:

- 1) Sellers or merchants or entrepreneurs who offer a product through the internet as a business actor. through the internet as a business actor.
- 2) Buyers or consumers, namely every person who is not prohibited by law, who receives an offer from a seller or business actor and wants to carry out a sale and purchase transaction of the product offered. willing to make a sale and purchase transaction of the product offered by the seller / merchant. by the seller / business actor / merchant.
- 3) Bank as a party channeling funds from buyers or consumers to sellers or business actors / merchants, because in electronic buying and selling transactions, sellers and buyers do not face each other directly. transactions, sellers and buyers are not face to face, because they are in different locations so that payments can be made.at different locations so that payment can be made through an intermediary, in this case a bank. intermediary in this case the bank.
- 4) Provider as an internet access service provider

With advertising, business actors will find an easy way to promote their goods and/or services. to promote the goods and / or services they produce and in this way they will also be able to run their business smoothly with a variety of advertisements. this way, they will also be able to run their business smoothly with the various large profits obtained. In fact, sometimes business actors often justify all means in promoting the goods and/or services they offer to consumers with the intention that consumers are attracted and interested in the goods and/or services they produce. consumers with the intention that consumers are interested and interested in buying, so that business actors will be able to reap large profits. For example, business actors often promote the goods and/or services they offer with information that is too exaggerated and the information conveyed is not in accordance with the condition and condition of the original product. the condition and condition of the original product.

Based on this background, the author is interested in discussing about Legal Protection of Consumers in E-Commerce Transactions Viewed from Consumer Protection Law Number 8 of 1999 (UUPK No. 8 of 1999). 1999). In connection with this background, the problems that need to be discussed and researched are researched is whether Law Number 8 of 1999 concerning Consumer Protection has provided protection to consumers in conducting ecommerce transactions. provides protection to consumers in conducting e-commerce transactions? and How is the legal protection of consumers in e-commerce transactions that should be regulated in the Consumer Protection Law?

The purpose of the research is to find out and analyze Law Number 8 of 1999 concerning Consumer Protection whether it has provided protection of consumers in conducting e-commerce transactions and to know

and understand how the legal protection of consumers in e-commerce transactions that should be regulated in the Consumer Protection Law.

II. RESEARCH PROBLEMS

Based on the background above, the author can write the problem formulation as follows:

- 1) Has Law Number 8 Year 1999 on Consumer Protection provided protection to consumers in conducting e-commerce transactions?
- 2) Does Law No. 8/1999 on Consumer Protection provide protection to consumers in conducting e-commerce transactions and How is the legal protection of consumers in e-commerce transactions that should be regulated in the Consumer Protection Law?

III. RESEARCH METHODS

This type of research uses normative juridical research methods to answer problem formulations one and two. The normative juridical method is used as the main approach in exploring the law based on the problems considered from the point of view of legislation.

This research is descriptive in nature, namely describing the object to be studied, then it will be analyzed by combining legal theories and positive legal practices and containing conclusions on the issues discussed.

The type of approach used is normative juridical, which is legal research conducted by examining library and secondary materials. Normative legal research is conducted on laws and regulations relating to consumer protection.

IV. RESULT AND DISCUSSION

1. Consumer

The term consumer is derived and translated from the word consumer (English-American) or consument/consument (Dutch). Literally the meaning of the word consumer is (opposite of producer), everyone who uses goods. The purpose of using goods and services This service will determine which consumer group the user belongs to. Likewise, the English-Indonesian Dictionary, gives the meaning of the word consumer as user or consumer.

Business is identical to the existence of customers, this is part of the interaction in carrying out economic or business activities and is usually referred to as a consumer, which is a connoisseur of products produced by business people or business people. consumers, namely connoisseurs of products produced by business people or business actors. Every person who uses goods and / or services available in the community, both for their own interests, families, other people, and society. society, both for their own interests, families, other people, and other creatures, and not for trade.

The Consumer Protection Law explains that the definition of consumers can be divided into three parts, namely:

- 1) Consumers in a general sense, namely users, users and / or utilization of goods and / or services for a specific purpose.
- 2) Intermediate consumers, namely users, users and / or utilization of goods and / or services to be produced into other goods / services or for specific purposes. goods and / or services to be produced into other goods / services or to trade them, with commercial purposes. trade, with commercial purposes. This consumer is the same as with business actors.
- 3) End consumers, namely users, users, and / or utilization of consumer goods and / or services to meet the needs of themselves, their families, and their families. and/or consumer services to meet the needs of themselves, families or households not to be traded. or household not for resale.

The impact of the internet as a result of the information technology revolution for consumers on the one hand has changed consumer behavior to become more critical and more efficient. consumers on the one hand has changed consumer behavior to become more critical and selective in determining the products they will choose. selective in determining the products they will choose. Consumers choose greater access to consumers choose greater access to a variety of products. Likewise for producers, this progress has a positive This progress has a positive impact in facilitating the marketing of products so as to cut distribution channels which results in cost and time savings, as well as making it easier for producers to compile electronic customer databases. It also makes it easier for manufacturers to compile customer databases electronically, in addition to other conveniences.

2. Consumer Protection

The definition of Article 1 Point (2), Consumer Protection Law, contains the following elements as follows:

- 1) Every person, The subject referred to as a consumer means every person who has the status of a user of goods and/or services. The term person The term person actually raises doubts, whether it is only

individual people who are commonly called *natuurlijke persoon* or also includes legal entities. commonly called *natuurlijke persoon* or also includes legal entities (*rechtspersoon*). (*rechtspersoon*). In this case, the definition of a consumer must not only be limited to natural persons but also includes legal entities.

- 2) User, In accordance with the explanation of Article 1 Point (2) of the Consumer Protection Law, the word user emphasizes that consumers is the final consumer (ultimate consumer). The term user in this case appropriately used in these provisions, as well as indicating that the goods and/or services used are not necessarily the result of buying and selling. This means that what is defined as a consumer always has to give his performance by paying money to obtain goods and/or services.
- 3) Goods and/or services, in relation to the term goods and/or services, as a substitute for this terminology, the word product is used. substitute for this terminology, the word product is used. Currently, product has connotations of goods and/or services.
- 4) Available in the community, Goods and/or services offered to the community are available in the market. To the public are already available in the market.

With consumer protection, it is hoped that in carrying out business activities This business, service users do not feel harmed by the business actors. Law consumer protection law that applies in Indonesia has a legal basis that has been determined by the government. with a definite legal basis, the protection of consumer rights can be carried out optimistically. consumer rights can be done optimistically.

The regulation of consumer protection is regulated in the Consumer Protection Law Consumer Protection Law. With the existence of rules governing the issue of consumer protection, it is possible to carry out reverse proof in the event of a dispute between consumers and business actors. Consumers who feel their rights can file a complaint and process the case legally at the Consumer Dispute Resolution Agency (BPSK). This legal basis can be a valid legal basis in the matter of regulating consumer protection.

3. Law No. 8 Year 1999 on Consumer Protection has not been able to Protecting Consumers in E-Commerce Transactions

GCPL has not been able to protect consumers in e-commerce transactions because provisions contained in the GCPL have not accommodated the rights of consumers in e-commerce transactions. rights of consumers in e-commerce transactions. This is because e-commerce has its own characteristics compared to conventional transactions. These characteristics are that the seller and buyer do not meet, the media used is the internet, the transaction can occur over the internet. media used is the internet, transactions can occur across the juridical boundaries of a country, the goods being traded are country, goods traded can be goods/services or digital products such as software. such as software.

Consumer rights in Indonesia are accommodated in Article 4 of the GCPL, namely:

- 1) The right to comfort, security, and safety in consuming goods and/or services. goods and/or services.
- 2) The right to choose goods and / or services and obtain goods and / or services in accordance with the exchange value and conditions and guarantees. services in accordance with the exchange rate and the conditions and guarantees promised. promised.
- 3) The right to correct, clear, and honest information regarding the conditions and guarantees of goods and/or services. conditions and guarantees of goods and/or services.
- 4) The right to have their opinions and complaints about the goods and/or services used heard. that are used.
- 5) The right to obtain protection advocacy, and efforts to resolve consumer protection disputes properly. consumer protection disputes properly.
- 6) The right to get guidance and consumer education.
- 7) The right to be treated or served correctly and honestly and not discriminatory. discriminatory.
- 8) The right to compensation, compensation and / or replacement, if the goods and / or services received are not in accordance with the agreement or not as it should be. not as it should be.
- 9) The rights stipulated in the provisions of other laws and regulations. other laws and regulations.

Based on the research results, in e-commerce transactions, consumer rights are very risky to be violated. are very risky to be violated, in this case consumers do not get their full rights in e-commerce transactions. rights in full in e-commerce transactions. These rights include:

- 1) The right to comfort, security and safety in consuming goods and/or services. This is because consumers do not directly identify, see and touch the goods to be ordered via the internet, as is usually the case in face-to-face transactions on the internet. internet, as is usually the case in face-to-face transactions in the market. market. In addition, the right to obtain security in e-commerce transactions is very lacking, there is no guarantee of data security, credit card numbers, adequate passwords provided by merchants who are located on the internet. credit card numbers, passwords that are adequately provided by merchants in Indonesia, such as cryptographic techniques. in Indonesia, such as cryptography techniques, SSL and SET. In contrast to merchant located abroad such as Amazon.com which guarantees security of consumers in transactions with the SSL (Secure Socket Layer). Or the absence of a guarantor institution (Certification

- Authority) for the validity of an online store, so that the convenience, security consumers in transactions is not guaranteed.
- 2) The right to correct, clear and honest information about the condition of an item. goods. This is because business actors and consumers do not meet directly and communication occurs if the consumer actively ask the business actor. In this case, information about the product information is very lacking because in making offers the merchant only displays product descriptions and product images on its website. only displays product descriptions and product images on its website. only. There are items that are traded on the internet that require more than just a product description, for example perfume that must be tried first. just a product description, for example perfume that must be tried first before buying it. before buying it.
 - 3) The right to have opinions and complaints heard about the goods and services used. used. Because sellers and buyers do not meet in person then communication takes place via e-mail or telephone and or online stores which does not include a clear real-world address so that it is very difficult for consumers to make complaints. It is very difficult for consumers to submit complaints. Even though there are online stores that provide a way to communicate with them to ask about things that are considered unclear or complain about the products they buy. the product he bought. In addition, it is also very difficult to sue business actors in cyberspace. business actors in cyberspace.
 - 4) The right to obtain advocacy, protection and efforts to resolve consumer protection disputes properly. consumer protection disputes properly. As happened to respondents who were not sent the goods ordered by merchants who were abroad, it was very difficult to sue the merchant. abroad, it is very difficult to sue the merchant. This is because it is located far abroad and there is no clear settlement mechanism in e-commerce transactions, because this transaction passes through the settlement mechanism in e-commerce transactions, because this transaction crosses borders of a country, so to determine which law to choose is not easy. The right of consumers to obtain clear information regarding the identity of the company owned by the business actor in the transaction is very required, such as a clear address in the real world and the name of the owner of the online store. online store. This right cannot be realized in ecommerce transactions, because the website of the business actor often does not include the company's full address in the real world, usually what is displayed on the website is only the telephone number and e-mail address. website is usually only the telephone number and e-mail address. This is certainly very detrimental to consumers if in the transaction a problem occurs, such as the goods sent are not in accordance with the company's problems, such as the goods sent do not match the goods ordered, the goods ordered have not been delivered. ordered, the ordered goods have not arrived at the hands of consumers on time. time. So that consumers will have difficulty if they want to complain to the business actors. In addition, consumers do not know clearly with who he is transacting with.

Another very important but less realizable right in e-commerce transactions is the right to confidentiality of consumers' personal data. e-commerce transactions is the right to guarantee the confidentiality of personal data belonging to consumers by business actors. by business actors, this right has not been accommodated in the GCPL. The guarantee of confidentiality of data is very important to be maintained by business actors for the safety and comfort of consumers in transactions, because comfort of consumers in transactions, because if the business actors act fraudulently, the personal data can be fraudulent, then the personal data can be traded to other parties for promotional purposes.

If you pay attention, consumer rights that are normatively regulated by the GCPL seem to be limited to trade activities that are GCPL seem to be limited to trade activities that are conventional in nature. conventional. In addition, the protection is focused only on the consumer side and the product being traded. side of the product being traded, while protection from the side of business actors, such as information about the identity of the business company and the guarantee of confidentiality of data belonging to consumers have not been accommodated. data belonging to consumers has not been accommodated by the GCPL Law, even though these rights are very important to be regulated for the safety of consumers in the market. important to be regulated for the safety of consumers in transactions.

The limitations of GCPL to protect consumers in ecommerce transactions are also evident in the limited scope of the definition of business actors. Article 1 paragraph (3) of this law states, what is meant by a business actor is "Every individual or business entity, both in the form of a legal entity and not a legal entity, established and domiciled in the United States. or non-legal entities established and domiciled or conducting activities within the jurisdiction of the Republic of Indonesia, either individually or together through agreements organizing business activities in various economic field".

Meanwhile, according to the elucidation of article 1 paragraph (3) of GCPL Law, what is included in business actors are "business actors included in this definition are companies, corporations, SOEs, cooperatives, importers, traders, distributors, and others. companies, corporations, state-owned enterprises, cooperatives, importers, traders, distributors, and others.

Looking at the above definition, the scope of the definition of business actors regulated by the GCPL is very narrow. business actors regulated by the GCPL, where the business actors regulated in this law are business actors whose working areas are in the territory of the Republic of Indonesia. Indonesia. Whereas if we look at the characteristics of e-commerce, one of which is trade that crosses national borders, the definition of business actors in the GCPL Law cannot reach if the GCPL cannot reach if the business actor is not located in the territory of the Republic of Indonesia. territory of the Republic of Indonesia. However, the GCPL still reaches business actors online stores that conduct business in the territory of the Republic of Indonesia.

V. CONCLUSION

Consumer protection against default actions of business actors in e-commerce transactions, especially in terms of regulations on consumer protection against the default of business actors still needs to be addressed. Law Number 8 Year 1999 has not been able to protect consumers in e-commerce transactions because the provisions contained in the GCPL have not accommodated the rights of consumers in this transaction. This is because e-commerce has its own characteristics compared to conventional transactions, namely not meeting between the seller and the buyer.

In e-commerce transactions, consumer rights are very risky to be violated. violated. Consumer rights that are normatively regulated by the GCPL seem to be limited to conventional trading activities. limited to conventional trading activities. In addition protection is focused only on the consumer side as well as the product side that is traded, while the protection from the business actors' side, such as information about the products being traded, while protection from the side of business actors, such as information about the identity of the business company as well as the guarantee of confidentiality of data belonging to consumers have not been accommodated by the GCPL, even though these rights are very important to be regulated for the safety of consumers in transactions. for consumer safety in transactions.

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Laws and Regulations

1. Undang-Undang Perlindungan Konsumen
2. Undang-Undang ITE
3. Kitab Undang-Undang Hukum Perdata
4. Kitab Undang-Undang Hukum Pidana