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## Consumer Legal Protection in Electronic Commerce Transactions

Meyke Alvianieta Ali <sup>1</sup>, Mutia CH Talib <sup>2</sup>, Dolot Alhasni Bakung <sup>3</sup>

<sup>123</sup> Faculty of Law, State University of Gorontalo, Indonesia.

Korespondensi: E-mail: [tangahurama@gmail.com](mailto:tangahurama@gmail.com)

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### ABSTRACT

The purpose of this study is to find out how the legal protection for consumers against third parties' formal legal in electronic commerce transactions. The research method of this thesis uses a normative legal research method. , and the imposition of sanctions on business actors in the event of a violation. The form of responsibility for the Shopee site manager can be reflected in the provision of compensation through refunds, personal data protection, consumer reporting facilities, but Shopee also has limitations on liability.

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## 1. Introduction

Information Technology opens the world's eyes to a new world. *Market place* and a world's business network without boundaries, after all, Internet technology has succeeded in changing the pattern of community interaction, namely Business, Economic, Social and Cultural Interaction. Starting from there, the Internet has made such a big contribution to society, companies/industry, and the government. The presence of the Internet is considered to be able to advance the effectiveness and efficiency of the company's operations, especially its role as a means of information needed by a business and other forms of business entities or institutions. The all-digital internet technology can function as an effective and efficient strategic promotion arena because the internet can reach all legal jurisdictions of countries in the world.<sup>1</sup>

Based on the provisions of Article 1 number 2 of Law Number 11 of 2008 concerning Information and Electronic Transactions " *Electronic Transactions are legal acts carried out using computers, computer networks and/or other electronic media.*"<sup>2</sup>

Protection of consumers is seen materially and formally as increasingly felt very important, given the increasing speed of science and technology which is the driving force for the productivity and efficiency of producers for the goods or services they produce in achieving business goals. ITopursue and achieve these two things, either directly or indirectly, it is the consumers who in general will feel the impact. Thus, efforts to provide adequate protection to the interests of consumers are an important and urgent matter to find a solution immediately, especially in Indonesia, given the complexity of the problems related to consumer protection, consumer protection is regulated in Article 1 point 1 of the Law. Number 8 of 1999 concerning consumer protection "Consumer protection is all efforts that guarantee legal certainty to provide protects".<sup>3</sup>

Online bbuyingand selling transactions using the internet are carried out without face to face between two or more parties, they base these buying and selling activities by instilling mutual trust between sellers and buyers. The public as internet media users to buy goods and/or services can be said to be *e-commerce consumers* as stated in the Definition of Consumers in Article 1 number (2) of Law Number 8 of

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<sup>1</sup>Imam Sjahputra, 2010, " *Consumer Protection in Electronic Transactions*" , Alumni, Bandung pp 13

<sup>2</sup>Law Number 11 of 2008 concerning Information and Electronic Transactions for Electronic Transactions

<sup>3</sup>Consumer Protection Act

1999 concerning Consumer Protection. goods and/or services available in the community, both for the benefit of oneself, family, other people, and other living beings and not for trade”<sup>4</sup>

One of the best e-commerce in Indonesia is Shopee which is a shopping center managed by Sea Group, and in Indonesia, it is managed by PT. Shopee Indonesia. The Customer to Customer (C2C) mobile marketplace business carried by Shopee allows its presence to be easily accepted by various levels of society, including in Indonesia. Since its launch, Shopee Indonesia has experienced very rapid development, even as of October 2017 the application has been downloaded by more than 43,000,000 (fortythree million) users. Offering a one-stop mobile experience, Shopee provides a live chat feature that makes it easy for sellers and buyers to interact with each other easily and quickly.<sup>5</sup>

In online buying and selling activities, buyers often encounter problems in transactions, for example, the First Case is Mr. Handoko buying goods in the form of artificial grass through the Shopee application from the store (hellery1.id). However, after the goods arrived, the goods turned out to be far different from what was described by the seller. It says on the product description page, that the promised grass is 15 mm thick, but in fact when the product arrived, the thickness of the grass after being measured was only about 1-2 mm, and the material was made of material such as raffia paper. It was also promised to the consumer that the back mat is made of rubber, but the item arrived without any rubber at all. And the grass is easy to remove because it is only made of paper

Then the second case was experienced by Mrs. Eling who purchased a unit of Sekai Electric Oven, but after the product was received the item received was different from the unit described and agreed upon which the specifications of the unit were different.<sup>6</sup>

Then the next case was experienced by Mr. Tomi who purchased of a software, but after the item was received, the item was broken so that it could not be used, the item received by the buyer did not match, there was a fraud committed by the seller on the pretext that the service Delivery that is not careful when delivery takes place is another problem in online buying and selling activities<sup>7</sup>

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<sup>4</sup> Shinta Dewi, *CyberLaw 1*, Widya Padjadjaran, Bandung, 2009, p. 33

<sup>5</sup> Wikipedia "Shopee Indonesia" quoted from id.wikipedia. accessed on 02-12-2021

<sup>6</sup> MediaKonsumen Team, "Official Store Sekai at Shopee Disappoints, Orders Sent Not Appropriate", quoted from [www.mediakonsumen.com](http://www.mediakonsumen.com), accessed 20 November 2021

<sup>7</sup> MediaKonsumen Team, "Item Received From Shopee Broken", quoted from [www.mediakonsumen.com](http://www.mediakonsumen.com),

As a buyer, it is often disadvantaged by having fulfilled the terms of the obligation to pay, but the seller disappears and cannot be contacted, the goods that have been purchased have not reached the buyer's destination. In other cases, the seller is often at a loss if he finds a buyer who buys the item just to play around under the pretext of returning the damaged item, but when re-examined the item there is no problem. Efforts to realize legal protection for consumers require a balance between buyers and business actors, buyers have rights that must be protected by producers or business actors. The rights and obligations of each party must be carried out if the buying and selling process activities are to be carried out. On the other hand, the weak position of consumers is often exploited by business actors to obtain maximum profits from consumers. The factor of consumer ignorance, clear information on goods or services provided by business actors, consumers' ignorance of the transaction mechanism are factors that cause the weak position of consumers. Therefore, in conducting trade transactions through e-commerce, it is necessary to strive for a new and adequate form of legal arrangement that can regulate all activities.<sup>8</sup>

In the Consumer Protection Act, consumer rights have been regulated. In every transaction or use of certain goods and services, business actors must ensure that all consumer rights are fulfilled. Article 17 of the UUPK also regulates the prohibition of business actors from producing advertisements that deceive consumers regarding the quality, materials, uses, and prices of goods and or service rates as well as the timeliness of receiving goods and/or services. Business actors are also prohibited from defrauding guarantees/guarantees for goods and/or services, and business actors are prohibited from posting false, incorrect, or inaccurate information regarding goods and/or services.<sup>9</sup>

In general, the losses that are often experienced by consumers are not getting goods according to the information provided by previous business actors, and not a few consumers choose to surrender and not try to fight for their rights that have been harmed by business actors.

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accessed 20 November 2021

<sup>8</sup>Elisatris Gultom, 2002, *Consumer protection in E-commerce transactions, in cyber law: An Introduction*, Ellipses, Bandung, page 55

The importance of legal issues in the field of E-commerce is to provide protection for consumers who transact via the internet if they cause losses caused by business actors, which has been regulated in Law Number 8 of 1999 concerning Consumer Protection, hereinafter referred to as UUPK. In IUKesia, e-commerce buying and selling transactions are specifically regulated in Law Number 11 of 2008 concerning Information and Electronic Transactions, hereinafter referred to as the ITE Law.

The research is focused on the problem of electronic trade transactions and protection of trade transactions for consumers.

## **2. Method**

This research is classified as a normative research with a statutory *approach* and a *case approach*. The author will conduct research using normative legal research, namely research that has an object of study on legal rules or regulations. Normative legal research examines the rule or rule of law as a building system related to a legal event. This research was conducted to provide legal arguments as a basis for determining whether an event was right or wrong and how the event should be carried out according to law.<sup>10</sup>

## **3. Legal Protection Against Electronic Commerce Transactions ( E-Commerce ) in Indonesian Positive Law**

### **3.1 Consumer Legal Protection Based on Law Number 8 of 1999 concerning Consumer Protection**

Legal protection is protection given to legal subjects in by which it is preventive (preventive) or coercive (repressive), both written and unwritten in order to enforce legal regulations of regulations of for shoppee consumers based on the Consumer Protection Act by the above losses includes several things, namely:

- a. Consumers' Rights to Optimize Services

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<sup>10</sup>Mukti Fajar ND, Yulianto Achmad "Dualism of Normative & Empirical Legal Research" , 2010 Yogyakarta, Cet. First, Student Library, p. 34

According to Article 1 of the UK article (2) that consumers are "everyone who uses goods and/or services available in the community, both for the life of self, family, and other people, as well as other living beings and not traded".

As a servicesuperfoods and or services, consumers have aseveral rightsd obligations. Knowledge of consumer rights is very important so that people can act as critical and independent consumers. One of them is the right of consumers to optimize the services they get<sup>11</sup>

Consumers have the right to provide suggestions or criticism iintobetter service than before. PT *Shoppe* Indonesia as a service provider provides service facilities for *shoppe coshops to provide* complaints or suggestions through the call center or via *shop email*. Based on the Consumer Protection Act Article 4 regarding consumer rights, namely:

1. The right to correct, clear, and honest information regarding the conditions and guarantees of goods and/or services
2. The right to have their opinions and complaints heard about the goods and/or services used
3. The right to get advocacy, protection, and efforts to resolve consumer protection disputes properly
4. The right to receive consumer training and education
5. The right to be treated or served correctly, honestly and non-discriminatory

Legal certainty to guarantee protection to consumers, among others, is by increasing the dignity of consumers and opening access to information about goods and/or services for them and fostering the attitude of honest and responsible business actors.<sup>12</sup>

For consumers, information about goods and/or services is a basic need, before they use their source of funds (salaries, wages, honorariums, or any other name) to conduct consumer transactions regarding these goods and/or services. Consumer transactions are intended to establish legal relations (selling and buying, buying and renting, leasing, borrowing, and so on) regarding consumer products with these business actors.

Therefore, presumably, consumers get their rights by applicable law and with the laws that regulate consumer protection, presumably the position of consumers with business actors is balanced and the achievement of their respective needs.

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<sup>11</sup> *ibid* page 22

<sup>12</sup> Adrian Sutedi, *Product Responsibility in Consumer Protection Law*, (Bogor: Ghalia Indonesia, 2008), p.8

b. Consumer's right to guide compensation

In protecting shop consumers, if the goods and/or services received are not by the agreement or not as they should be, the shop is obliged to provide replacement/return of the product and is responsible for providing compensation or damage by what has been regulated in Article 19 UUPK

The law provides protectprotectsgulated in Article 19 of the UUPK concerning the ResponsibiUKes of business actors:

1. Business actors are responsible for providing compensation for pollution damage and consumer losses due to consuconsumers and/or services produced or traded.
2. The compensation as referred to in number (1) may be in the form of a refund or replacement of goods and/or services of a similar or equivalent value, or health care and/or compensation in accbyrovisions of the applicable laws and regulations.
3. Compensation is given within a grace period of 7 (seven) days after the date of the transaction
4. The provision of compensation as referred to in number (1) and number (2) does not eliminate the possibility of criminal prosecution based on further evidence regarding the existence of an element of error
5. The provisions as referred to in number (1) and number numbers ndo ot apply if the business actor can prove that the error is the fault of the consumer.

Regarding the issue of compensation, thislly closely relaerelatedonsibilities of business actors. In Article 19 of the UUPK, it is stated that "business actors have the responsibility to provide compensation for consumer losses due to consuming goods and/or services produced or traded". The compensation can be in the form of:

1. Refund or replacement of similar or equivalent goods and/or services; or
2. Health care and/or the provision of compensation by the provisions of the applicable laws and regulations

The compensation is given within a grace period of 7 (seven) days after the date of the transaction. The provision of compensation does not eliminate the possibility of criminal charges based on further evidence regarding the element of error. However, this provision does not apply if the business actor can prove that the error is the consumer's fault. If the business actor refuses and/or does not give a hand and/or does not fulfill the compensation for the consumer's demand, then the business actor can be sued.

c. The right of consumers to complain about problems

Article 4 of the UUPK regulates the rights of consumers including mentioning the right to get advocacy, protection, and efforts to resolve disputes properly. Consumers who feel that their rights have been violated need to submit a complaint to the competent authority. Resolve the problem to the Consumer Dispute Settlement Agency (BPSK). In addition there is the Indonesian Consumers Foundation (YLKI). The right of consumers to complain about problems initially becomes difficult because of the weak position of consumers, but the government is responsible for fostering and supervising consumer protection. rights of consumers and business actors as well as the implementation of obligations of consumers and business actors.

Not only about the rights of consumers to get legal protection advocacy which is explained in Article 4 UUPK, but it also mentions the right to get compensation and/or replacement of the goods and/or services received are not by the agreement or not properly, rights This compensation is intended to restore conditions that have become damaged or unbalanced, as a result of the use of goods and/or services that do not meet consumer expectations.<sup>13</sup>

### **3.2 Consumer Legal Protection Based on Law Number 11 Year 2008 concerning Information and Electronic Transactions**

Along with development several things must be considered, for example in contracts/agreements that occur in electronic transaction activities, which in this case occurs in buying and selling transactions through the shopee online shop site. In Indonesia, there is already a special law that regulates this matter, the law is Law Number 11 of 2008 concerning Information and Electronic Transactions.

As a perpetrator of electronic transactions, the shop is subject to the applicable laws in Indonesia. The regulation is the Electronic Information and Transaction Law (UUITE), the law applies to all internet users, including those who buy and sell. The rules regarding electronic transactions, namely "Parties conducting electronic transactions must have good faith in interacting and/or exchanging electronic information and/or electronic documents during the transaction"<sup>14</sup>

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<sup>13</sup>Happy Susanto, Op. Cit., p. 58

<sup>14</sup>Information and Electronic Transactions Law, Article 17

Furthermore, the provisions of electronic transactions are regulated in Article 18 of the ITE Law, namely: "Electronic transactions that are poured into electronic contracts are binding on the parties".

The form of legal protection for consumers in buying and selling transactions on the shop shopping site, which is regulated in Law Number 11 of 2008 concerning Information and Electronic Transactions is

#### 1. Protection of Personal Data

The Information and Electronic Transaction Law is sufficient to accommodate the protection of consumers' personal data.<sup>15</sup>

In this case, it is related to the losses suffered by shop consumers regarding account break-ins which caused the leak of the consumer's credit card confidentiality. Then the legal protection can be seen in article 26 of the ITE Law which states that:

1. Unless otherwise stipulated by laws and regulations, the use of any information through electronic media concerning a person's data must be carried out with the consent of the person concerned
2. Any person whose rights are violated as referred to in paragraph (1) may file a lawsuit for the losses incurred under this law.

#### 2. Legal Subject Authenticity

Concerning authenticity is the competence of the parties as stated in Article 1320 of the Civil Code and the validity of legal subjects. Validity is closely related to CA (Certification Authority). Law Number 11 of 2008 concerning Information and Electronic Transactions does not use the term CA, but uses the term "reliability certificate institution". If an e-commerce site uses a CA, the authenticity of the site will be guaranteed, so that consumers can transact more securely.<sup>16</sup>

In addition to regulating CA, the ITE Law implicitly regulates crimes regarding phishing (activities to break into someone's personal such as email, passwords, credit card accounts) as stated in Article 35, where it is stated that:

"Every person who intentionally and without rights or against the law manipulates, creates, changes, deletes, destroys electronic information and/or electronic documents with the aim that the electronic information is considered as authentic".

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<sup>15</sup>Alice Kalangi, *The Position and Strength of Binding Transaction Agreements Through the Internet*, in the Lex Privatum Journal Vol.III No. 4 July 2015, hall.131

<sup>16</sup>Ali Mansyur, "Consumer Protection Law Enforcement", in Journal of Legal Reform Volume II No.1 January 2015, p.9

Violation of Article 35 is subject to a maximum imprisonment of 12 years and/or a maximum fine of Rp. 12,000,000,000.00 (twelve billion rupiah) (Article 51 paragraph 1 UU ITE)

### 3. E-commerce Transaction Object

Law number 11 of 2008 concerning Electronic Information and Transactions requires business actors to provide complete and correct information relating to the products offered, as stated in Article 9. Law number 11 of 2008 concerning Electronic Information and Transactions also prohibits the dissemination of news lying and misleading which results in consumer losses in electronic transactions, as regulated in Article 28 paragraph (1)

The misuse of online buying and selling transactions with fraudulent modes seems to be increasing. Meanwhile, the form of solving these problems if examined using the ITE Law which is a lex specialist is not enough to overcome the consumer losses above. This identifies a crisis in the realm of legal certainty in the cyber world, so that it feels like chaos theory is in effect or there is disorder.<sup>17</sup>

## **4. Responsibilities of Business Actors in Trading Through Electronic Transactions**

If the business actor has included correct information about the goods, but the consumer does not follow the procedures for the use or utilization of the goods, then an incident occurs that is detrimental to the consumer, the business actor must be held responsible.

The responsibility for the losses suffered by consumers as a result of the use of online buying and selling transactions should be borne by the business actors. The responsibility in question is the responsibility for the existence of default by business actors so that what should be the rights of consumers are not fulfilled by Article 4 of

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<sup>17</sup>Faisal, Considering the Dominance of Legal Positivism, in Progressive Legal Journal Vol.4 No.1 February 2010, pp 1-28.

Law Number 8 of 1999 concerning consumer protection, namely the right to comfort, security, and compensation. to consumers when using online services.

Business actors are responsible for losses suffered by consumers due to their negligence in carrying out online buying and selling services. Regarding the availability of goods with details described in an online buying and selling application, it is basically the rety of the seller of the goods. However, the responsibility for any losses suffered by consumers should be borne by the online buying and selling business actors, because during the transaction process it is the online buying and selling business actors who deal directly with consumers digitally.<sup>18</sup>

The imposition of responsibility on the seller based on the existence of the contract makes the scope limited, namely only arising between the parties who entered into the contract and other parties who are victims of defective or damaged products that will not be protected or based on a *privilege of control relationship*. Meanwhile, for example, it is the seller's obligatthe seller must goods he sells, even though he is not aware of the defect, unless in such circumstances an agreement has been requested that he is not obliged to bear anything (article 1506 of the Civil Code). According to article 1504 of the Civil Code, the seller is obliged to bear the hidden defects in the goods being sold, which make the goods not fit for their intended use (*not fit for purpose*). Default is the on-fulfillment of an achievement or obligation that has been determined for the parties in an agreement, according to Article 1234 of the Civil Code, the achievement can be in the form of giving something, doing something, and not doing something. Default itself is regulated in book III Article 1234 - 1252 of the Civil Code, compensation for default is all forms of compensation charged by the debtor who does not fulfill the contents of an agreement that has been made and agreed upon by the creditor and debtor. In Article 1249 it is determined how to pay the compensation caused by the default, in this article it is said that the form of compensation that can be used is in the form of money, according to experts that money is a very practical thing and at least in terms of causing a dispute.<sup>19</sup>

In general, the principles of responsibility in law can be distinguished as follows:

1. Liability *based on fault*

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<sup>18</sup>I Putu Agus Dharma Wijayan And I Wayan Novy Purwanto "Legal Protection and Responsibilities of Parties in Electronic Business Transactions in Indonesia" , Specialty Program in Civil Law, Faculty of Law, Udayan University pp. 10-11

<sup>19</sup>I Ketut Oka Setiawan, 2017, Engagement Law, Jakarta, Sinar Graphic, p. 19.

The principle of *liability based on fault* is a fairly common principle applicable in both criminal and civil law. This principle states that a person can only be held legally responsible if there is an element of wrongdoing

2. Presumption of always responsibility (*presumption of liability*)  
This principle states that the defendant is always considered responsible until he can prove that he is innocent. Therefore, the burden of proof lies with the defendant
3. Presumption is always irresponsible (*presumption of nonliability*)  
The scope of consumer transactions in this principle is very limited, and such restrictions are usually justified in common sense
4. Absolute *liability* (*strict liability*)  
This principle establishes error, not as a determining factor. However, some exceptions allow for exemption from this principle, such as *force majeure*. This coercive situation is a situation that occurs beyond the control of the parties concerned, such as a natural disaster. In general, the principle of absolute responsibility in consumer protection law is used to "ensnare" business actors (producers), who market their products that harm consumers.
5. Limitation of liability (*limitation of liability*)  
This principle is very favored by producers to be included as an exclusion clause in the standard agreement they make. This principle of responsibility is very detrimental to consumers if it is determined unilaterally by business actors.<sup>20</sup>

The Consumer Protection Act itself regulates the responsibilities of business actors in general in article 19, namely:

- a. Provide compensation for damage
- b. Providing compensation for pollution
- c. Provide compensation for consumer losses due to consuming the goods or services produced .

The period of compensation for this loss is carried out within a maximum of 7 (seven) days after the date of the transaction. In default of electronic transactions, the principle of absolute responsibility (*strict liability*) plays an important role and applies because in this principle business actors must be responsible for consumer losses without having to prove whether or not there is a fault with them. Article 21 paragraph (2) letter a of the ITE Law stipulates that if it is carried out alone, all legal consequences in the implementation of electronic transactions are the responsibility of the transacting parties.

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<sup>20</sup>Bella Citra Ramadhona Anak Agung Gede Agung Dharmakusuma, "Legal Protection for Consumers Due to Default in Electronic Transactions" Business Law, Faculty of Law, Udayana University

Provisions regarding compensation have been regulated in Articles 1243 and 1246 of the Civil Code, while Article 24 of the UUPK states that business actors who sell goods or services to other business actors are responsible for claims for compensation or consumer claims if other business actors do not make changes to goods from the business actor, and Article 24 paragraph (2) states that the business actor can be released from responsibility if another business actor makes changes to the goods of the business actor.<sup>21</sup>

In every reciprocal work there are, always 2 kinds of legal subjects, each of which - each legal subject has rights and obligations reciprocally in the implementation of the agreement they make. If one of the parties does not carry out what was agreed, or more clearly what is the obligation under the agreement they made, then it is said that the party is in default, which means that it does not meet the performance agreed in the agreement.

Defaults can be of 4 types, namely:

1. Not doing what is supposed to be done
2. Implement what he promised, but not as promised
3. Do what is promised but it is too late
4. Doing something according to the agreement cannot be done.

Defaults are mostly carried out by business actors, if the business actors default, for example in the case of delivery of goods that experience delays in time to reach consumers. As a consumer, you can contact the business actor again to confirm the existence of the goods he bought. Or there are also business actors who deliberately intend not to fulfill their obligations, this can be categorized as a default or fraud

At the same time, there are major obligations attached to online sellers or business actors. Those obligations include:

1. Surrender ownership of the goods being traded. The obligation to surrender ownership rights includes all actions that are legally required to transfer ownership rights to the goods being traded from the seller to the buyer.
2. Bear the comfort of the goods and bear the hidden defects

The consequence of the guarantee by the seller is given to the buyer that the goods sold are truly his own, free from any burden or demand from a party. And regarding

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<sup>21</sup>Bella Citra Ramadhona Anak Agung Gede Agung Dharmakusuma, *Legal Protection for Consumers Due to Default in Electronic Transactions*, Business Law, Faculty of Law, Udayana University page 12

hidden defects, the seller bears the hidden defects in the goods he sells even though the seller does not know there are hidden defects in the object of sale and purchase unless it has been agreed beforehand that the seller is not obliged to bear anything. Hidden means that the defect is not easily seen by a normal buyer

Meanwhile, according to the Civil Code due to default by the debtor or parties who have the obligation to carry out the achievements in the agreement, it can cause losses for creditors or parties who have the right to receive achievements. The legal consequences for debtors or parties who have an obligation to carry out achievements in the agreement but are in default, namely:

1. He must pay compensation suffered by creditors or parties who have the right to receive achievements (Article 1243 of the Civil Code)
2. He must accept the termination of the agreement accompanied by payment of compensation (Article 1267 of the Civil Code)
3. He must accept the risk transfer from the time the default occurs (Article 1237 paragraph (2) of the Civil Code)
4. He must pay court fees if he is sued in court (article 181 paragraph (1) HIR).

Types of defaults in electronic transactions experienced by consumers include:

1. Goods are not sent after the consumer has transferred the agreed funds
2. There are hidden defects in the goods received by consumers
3. Goods are not delivered according to the promised time
4. Items received are not as promised
5. The quality of the goods is not as promised

Judging from the case of default in the business world of electronic transactions that harm consumers, the legal protection can be described from Law Number 8 of 1999 concerning Consumer Protection (UUPK). Basically, legal protection for consumers in a trade transaction is realized in 2 (two) forms of regulation, namely legal protection in the form of certain laws (laws, government regulations) that are general in nature and legal protection based on special agreements made by the parties. , its form is in the form of substance or content of agreements between consumers and business actors, such as provisions on compensation, the period for submitting claims, dispute resolution, and so on.<sup>22</sup>

Several cases of default that occur are more dominated by the discrepancy of the goods ordered with the goods received, this is expressly prohibited by UUPK in

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<sup>22</sup>Sukarmi, 2007, *Cyber Law Electronic Contracts in the Shadows of Business Actors*, Pustaka Sutra, Jakarta, p.170

Article 8 paragraph (1) letter f which states that business actors are prohibited from producing or trading not in accordance with the promises stated on the label, , etiquette, description, advertisement or promotion of the sale of said goods and/or services.

According to the UUPK, one of the rights of consumers is to obtain proper advocacy, protection and dispute resolution efforts. In e-commerce transactions, there are many things that usually cause a dispute as mentioned above which can reduce consumer confidence in e-commerce, so an effective and efficient dispute resolution mechanism is needed.

Legal efforts made by consumers in addition to protecting their rights are also an effort to resolve disputes in the field of online buying and selling. In resolving consumer disputes, it can be pursued in various ways, such as through general courts or without going through general courts or it can be out of court, which are explained as follows:

#### 1. Non Litigation

Settlement of consumer disputes outside the court is held to reach an agreement on the form and amount of compensation and/or regarding certain actions to ensure that the losses suffered by consumers will not occur again (Article 47 UUPK). Settlement of consumer disputes through non-litigation channels is used to overcome the winding of the court process, in Article 45 paragraph 4 of the UUPK it is stated that: "If a consumer dispute resolution effort has been chosen outside the court, a lawsuit through the court can only be taken if the effort is declared unsuccessful by one of the parties. or by the parties to the dispute". Dispute resolution through non-litigation channels can be reached through the Indonesian Consumers Foundation (YLKI), the Directorate of Consumer Protection, the Consumer Dispute Settlement Agency (BPSK) and business actors themselves<sup>23</sup>

#### 2. Litigation

The legal basis for filing a lawsuit in court is contained in Article 38 paragraph 1 of the Electronic Information and Transaction Law and Article 45 paragraph 1 of the Consumer Protection Act. In Article 38 paragraph 1 of the ITE Law it is stated that: "Everyone can file a lawsuit against the party that organizes the electronic system and/or uses information technology that causes losses". Meanwhile, the lawsuit filed is in the form of a civil lawsuit (Article 39 paragraph 1). Meanwhile, Article 45 paragraph 1 of the Consumer Protection Law states that: "Every consumer who is

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<sup>23</sup>Edom Makarim. 2005. Telematics Law Compilation. Jakarta: Raja Grafindo Persada.p.404

harmed can sue business actors through institutions tasked with resolving disputes between consumers and business actors or through courts within the general court environment". With the recognition of electronic evidence as legal evidence in court as stated in Article 5 paragraphs 1, 2, and 3 of the Information and Electronic Transaction Law, the evidence that can be used by consumers in court are:

- a. Proof of transfer or proof of payment
- b. SMS or email stating an agreement to make a purchase
- c. Name, address, telephone number and account number of the business actor.

The parties who may file a lawsuit to the court in consumer disputes according to Article 46 of the UUPK are:

- a. A consumer who is harmed or his heirs
- b. A group of consumers who have the same interests
- c. A non-governmental consumer protection institution that meets the requirements, namely in the form of a legal entity or foundation whose purpose is to establish this institution for the benefit of consumers.
- d. Government or related agencies.

With the enactment of the legal principle that every person who causes a loss to another person must bear the responsibility for what he has done. So in this case the consumer can file a claim in the form of compensation/compensation to the business actor. The compensation according to Article 19 paragraph 2 of the UUPK includes the return of a sum of money, replacement of goods or services of an equivalent kind, health care, and the provision of compensation in accordance with statutory provisions.

## 5. Conclusion

Based on the results of research conducted by researchers related to consumer protection in e-commerce transactions are as follows:

1. The Consumer Protection Law (UUPK) and the Electronic Information and Transaction Law (UITE) have been able to provide adequate legal protection for consumers in conducting transactions through e-commerce, the legal protection is seen in the provisions of the UUPK and UITE where both regulations This regulation has regulated the use of consumer personal data, the legal requirements for an e-commerce transaction, the use of a CA (Certification Authority), and regulates actions that are prohibited for business actors in

marketing and producing goods and services that can be used as a reference for objects in e-commerce transactions. commerce.

2. Forms of responsibility of business actors who commit online fraud through the marketplace, namely defaults to consumers who are victims, generally there are 2 forms, namely refunds and refunds. But in reality the replacement of money and goods will usually take a long time so that consumers often feel neglected by business actors, the thing that needs to be considered in experiencing losses is having the courage to complain to the business actors concerned. Because by making a complaint, consumers have tried to demand and fight for their rights.

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