

**Review Article****JURIDICAL ANALYSIS OF LEGAL PROTECTION FOR CONSUMERS IN E-COMMERCE TRANSACTIONS IN INDONESIA**

Afriandi Halomoan Rambe, Risdalina, Indra Kumalasari M

Email: afriandirambe20@gmail.com, risdalinasiregar@gmail.com, indrakumalasari@gmail.com**Article History**

Received: 16.03.2024

Accepted: 17.04.2024

Published: 30.04.2024

Journal homepage:<https://jurnal.arjunajusticia.com/index.php/ijeck>**Abstract:**

The issue of consumer protection in electronic transactions in Indonesia is currently a hot issue and is often discussed. This is something interesting to discuss because it concerns legal protection for consumers in electronic transactions. Consumers are always the ones who are often disadvantaged in buying and selling transactions via e-commerce. This is an important point to always implement what is regulated in the Consumer Protection Law. This type of research uses juridical-normative research. The data collection method uses various reading sources, such as legislation, books, scientific journals, and the internet which are considered relevant to the problem being discussed. Based on the research results obtained, we can see that regulations regarding legal protection for consumers in E-Commerce transactions have been previously regulated by Law Number 8 of 1999 concerning Consumer Protection and Law Number 19 of 2016 concerning Electronic Information and Transactions and Law number 27 of 2022 concerning Protection of consumer personal data, all of which refers to transactions via e-commerce;

Keywords: Legal Protection, Consumers, E-Commerce Transactions;

INTRODUCTION

Progress in current technological developments demands convenience in everything, including online buying and selling transactions. Usually the buying and selling transactions that we often encounter are in shops, stalls, traditional markets and modern markets where sellers and buyers meet each other directly. However, nowadays with advances in technology and applications that support sellers and buyers do not have to meet in person. Sellers as parties who are often referred to as business actors usually use marketplaces or online shops as a medium for marketing their merchandise and on the consumer side they only place orders from home via the application and payment can be made via transfer or pay on the spot or the term COD (Cash on Delivery). This payment method is made directly on the spot, after the order from the courier is received by the buyer. It is felt that buying and selling online provides fast access to transactions, where the seller and buyer are not required to meet in person, so that the buying and selling that we mean online using the internet is included in the category of e-commerce business transactions. Transactions via e-commerce are currently a current trend that other countries have used before. E-commerce transactions provide convenience in transactions. Where all goods and/or services being traded can be ordered and paid for directly without seeing the goods being sold by the seller as the business actor.

Electronic Commerce or often abbreviated as e-commerce is all buying and selling activities or transactions carried out using electronic media (the internet). E-commerce refers more to digital technology or the internet. Business actors usually offer their wares on Marketplaces or better known as online stores. For online stores that we often encounter, such as: Shopee, Lazada, Blibli, Tokopedia, Bukalapak, Tiktokshop and many other marketplaces.

According to Niniek Suparni, E-commerce is a business activity that concerns consumers, manufacturers, service providers and intermediaries using computer networks, namely that E-commerce already includes the entire spectrum of commercial activities. Meanwhile, the World Trade Organization (WTO) has stated that the scope of e-commerce includes the areas of production, distribution, marketing, sales and delivery of goods or services via electronic means.

In article 1 number 2 of Law number 19 of 2016 concerning ITE it is stated that: "Electronic transactions are legal acts carried out using computers, computer networks and/or other electronic media."

Number 4 states that: "Electronic Documents are any Electronic Information that is created, forwarded, sent, received, or stored in analog, digital, electromagnetic, optical, or similar form, which can be seen, displayed, and/or heard via a Computer or System Electronics, including but not limited to writing, sound, images, maps, plans, photos or the like, letters, signs, numbers, Access Codes, symbols or perforations that have meaning or meaning or can be understood by people who are able to understand them. Meanwhile, the Electronic System in Article 1 point 5 is a series of electronic devices and procedures that function to prepare, collect, process, analyze, store, display, announce, transmit and/or disseminate Electronic Information. Furthermore, according to Article 1 number 6 that: Implementation of an Electronic System is the use of an Electronic System by state administrators, people, business entities and/or the public. Electronic System Operator is any person, state administrator, business entity, and community who provides, manages, and/or operates an Electronic System, either individually or jointly to Electronic System users for their own needs and/or the needs of other parties.

The discussion of e-commerce that we will discuss here is e-commerce via Marketplace. E-commerce transactions on the marketplace are currently liked by many people, because they are considered very simple and easy to carry out. Buyers as consumers only need to choose the

goods they like after placing an order, and the seller will send the goods after the terms and conditions have been fulfilled by the consumer.

The definition of consumer according to Article 1 point 2 of Law number 8 of 1998 concerning consumer protection is that a consumer is every person who uses goods and/or services available in society, whether for the benefit of themselves, their family, other people or other living creatures and not for trading.

Consumers, further according to Janus Sidabalok are all people who need goods and services to maintain their own lives, those of their families, or to maintain or look after their property.¹

Even though e-commerce has convenience in transactions, it cannot be denied that e-commerce on the other hand also has weaknesses, where transactions via e-commerce do not always provide benefits for consumers but can also cause losses. Indonesia is predicted to have market potential for the world of e-commerce. However, in its application e-commerce often experiences the risk of fraud, where perpetrators always take advantage of opportunities to commit fraud after fraud in order to gain profit. So it is from this background that the author raises the title about Juridical Analysis of Legal Protection for Consumers in E-Commerce Transactions in Indonesia. The problem formulation of this research is: How is the legal protection for consumers in e-commerce transactions in Indonesia? With this research, we hope to find answers regarding consumer protection in transactions via e-commerce in Indonesia. So it is felt that transactions via e-commerce can provide legal certainty for consumers in online buying and selling;

RESEARCH METHODS

This research uses a qualitative research approach. Qualitative research is known as a scientific method that is often used and carried out by a group of researchers in the field of social sciences, including educational sciences. Qualitative research enriches the results of quantitative research. Qualitative research is carried out to build knowledge through understanding and discovery. The qualitative research approach is a research and understanding process based on methods that investigate social phenomena and human problems. In this research, researchers create a complex picture, examine words, detailed reports from respondents' views and conduct studies in natural situations.²

Bogdan and Taylor explain that qualitative research methodology is a research procedure that produces descriptive data in the form of written or spoken words from people and observable behavior.³

RESULTS AND DISCUSSION

In fact, we already know that consumer protection is regulated in law. Consumer protection is an accommodation that the government has guaranteed legal certainty for consumers in buying and selling goods and/or services. Not only does it mention consumers, the Consumer Protection Law also mentions business actors as Article 1 point 3 states: "Business actors are every individual or business entity, whether in the form of a legal entity or non-legal entity which is established and domiciled or carry out activities within the jurisdiction of the

¹ Janus Sidabalok, *Hukum Perlindungan Konsumen di Indonesia* (Bandung: Citra Aditya Bakti, 2006), hlm. 7.

² Iskandar, *Metodologi Penelitian Kualitatif* (Jakarta: Gaung Persada, 2009) cet.1 h. 11

³ Lexy J. Moleong, *Metodologi Penelitian Kualitatif* (Bandung: Remaja Rosdakarya, 2000) cet. 18, h.5

Republic of Indonesia, either individually or jointly through agreements for the implementation of business activities in various economic fields."

The implementation of protection for consumers must look at several principles, where Article 2 of Law Number 8 of 1999 concerning Consumer Protection, states that consumer protection is carried out as a joint effort based on five principles that are relevant in national development, taking into account the five principles, namely: following:

1. The principle of benefit is to mandate that all efforts in implementing consumer protection must provide the maximum benefit for the interests of consumers and business actors as a whole.
2. The principle of justice is a form of participation of the whole community that can be realized optimally and provides opportunities for consumers and business actors to obtain their rights and carry out their obligations fairly.
3. The principle of balance is the principle that provides a balance between the interests of consumers, business actors and the government in a material and spiritual sense.
4. The principle of security and safety, namely the principle that guarantees the security and safety of funds to consumers in the use, use and utilization of the goods and/or services used.
5. The principle of legal certainty is the principle that requires business actors and consumers to obey the law and obtain justice as a form of protection for consumers, because the state has guaranteed it.

The purpose of consumer protection is:

- To increase consumer awareness, ability and independence in protecting themselves;
- Raise dignity as a consumer by preventing negative excesses regarding the use of goods and/or services;
- Increasing empowerment of consumers in choosing, determining and demanding their rights as consumers as users of goods and/or services;
- Creating a protection system for consumers that contains elements of legal certainty and information disclosure as well as access to information;
- Raising awareness among business actors regarding the importance of consumer protection so that an honest and responsible attitude in doing business grows;
- Improving the quality of goods and/or services that ensure the continuity of business production of goods and/or services, health, comfort, security and safety for consumers.

This is the aim of providing protection for consumers. Another aim is to control business actors to be more honest in selling their goods and/or services and to support the law in providing legal certainty for consumers. With the presence of the consumer protection law, we hope that business actors will no longer commit fraud to gain unilateral benefits from consumers. What if consumer protection was never regulated in law, then buying and selling would no longer be in accordance with consumer expectations and more undesirable things would happen.

Purchasing goods and/or services through the marketplace is more likely to experience fraud because several business actors take advantage of this moment to commit fraud by deceiving consumers for the sake of making a profit. Even what is offered to buyers as

consumers in the marketplace does not match the truth. We can see this from several cases, namely where the consumer feels disadvantaged because the goods ordered do not match what was expected, then in other cases, the goods that have been ordered and paid for do not reach the consumer. Not to mention the negligence or deliberate use of customer data on the part of the marketplace, so that consumers feel disadvantaged by the marketplace because it is known that the marketplace has leaked personal data or consumer identities to other parties for commercial purposes. This form of theft of personal data or consumer identity is carried out in the form of triangle fraud. This method is usually carried out by perpetrators by creating a fictitious account in an e-commerce application, after that creating merchandise promotions to attract and encourage customers to carry out buying and selling transactions on their marketplace, after that the perpetrator can steal consumers' personal data and find out information. the consumer's credit card. E-commerce payment methods generally use transfers via ATM, credit card, COD, e-payment, electronic money and others..

Legal Protection for Consumers in Law Number 8 of 1998 concerning consumer protection;

The legal protection for consumers is clearly regulated in articles 61, 62 and 63 which read as follows:

Article 61 states that: "Criminal prosecution can be carried out against business actors and/or their management.

Furthermore, Article 62 states that:

- 1) Business actors who violate the provisions as intended in Article 8, Article 9, Article 10, Article 13 paragraph (2), Article 15, Article 17 paragraph (1) letters a, letter b, letter c, letter e, paragraph (2), and Article 18 is punishable by a maximum imprisonment of 5 (five) years or a maximum fine of Rp. 2,000,000,000.00 (two billion rupiah).
- 2) Business actors who violate the provisions as intended in Article 11, Article 12, Article 13 paragraph (1), Article 14, Article 16 and Article 17 paragraph (1) letters d and letter f shall be punished with imprisonment for a maximum of 2 (two)) years or a maximum fine of Rp. 500,000,000.00 (five hundred million rupiah).

Article 63 states that: "Regarding criminal sanctions as intended in Article 62, additional punishment can be used, in the form of:

- a) Confiscation of certain goods;
- b) Announcement of the judge's decision;
- c) Payment of compensation;
- d) Orders to stop certain activities that cause consumer losses;
- e) Obligation to withdraw goods from circulation; or
- f) Revocation of business license

To resolve consumer disputes, the government has established consumer dispute resolution bodies in Level II Regions as an effort to resolve consumer disputes outside of court. Out-of-court consumer dispute resolution is carried out to reach an agreement regarding the form and amount of compensation and/or regarding certain actions to ensure that losses suffered by consumers do not reoccur. Meanwhile, resolving consumer disputes through the courts refers to

the provisions regarding general justice which apply by taking into account the provisions in Article 45, namely that every consumer who is disadvantaged can sue the business actor through an institution tasked with resolving disputes between consumers and business actors or through a court within the general court environment. . That consumer dispute resolution can be reached through court or outside court, this is based on the voluntary choice of the parties in the dispute. That the existence of dispute resolution outside of court still does not eliminate criminal responsibility for business actors. Furthermore, if efforts to resolve consumer disputes outside of court have been completed, then a lawsuit through court does not need to be pursued, unless these efforts are declared unsuccessful then the parties can take the court route..

The appointment and dismissal of members of the consumer dispute resolution body is determined by the Minister. The duties and authorities of the consumer dispute resolution body include:

- a. Carry out handling and resolution of consumer disputes through mediation or arbitration or conciliation;
- b. Providing consumer protection consultation;
- c. Supervise the inclusion of standard clauses; d. report to the general investigator if there is a violation of the provisions of this Law;
- d. Receive complaints, both written and unwritten, from consumers regarding violations of consumer protection;
- e. Conduct research and examination of consumer protection disputes;
- f. Summoning business actors suspected of having committed violations of consumer protection;
- g. summon and present witnesses, expert witnesses and/or anyone deemed to have knowledge of violations of the Law;
- h. Request assistance from investigators to present business actors, witnesses, expert witnesses, or any person as referred to in letters g and h, who is unwilling to comply with the summons of the consumer dispute resolution body;
- i. Obtain, examine and/or assess letters, documents or other evidence for investigation and/or examination;
- j. Decide and determine whether or not there is any loss on the part of the consumer;
- k. Notify decisions to business actors who violate consumer protection;
- l. Imposing administrative sanctions on business actors who violate the provisions of this Law.

In addition, the consumer dispute resolution body has the authority to impose administrative sanctions on business actors who have clearly violated Article 19 paragraph (2) and paragraph (3), Article 20, Article 25 and Article 26. The administrative sanctions can take the form of determining compensation. maximum Rp. 200,000,000.00 (two hundred million rupiah). It is also stated that the procedures for determining administrative sanctions as intended in paragraph (1) are further regulated in statutory regulations.

Legal protection for consumers through Law number 19 of 2016 concerning Electronic Information and Transactions

The government has guaranteed legal certainty for consumers in electronic transactions in Law number 19 of 2016 concerning Information and Electronic Transactions. This law is a form of a person's freedom to express one's thoughts and freedom of opinion as well as the right to obtain information through the use and utilization of information and communication technology, of course. The aim is none other than to provide a sense of security, justice and legal certainty for the intended users and Electronic System Operators. The rights and freedoms referred to are through the use and utilization of Information Technology, which of course takes into consideration the restrictions set by law to guarantee recognition and respect for the rights and freedoms of other people in fulfilling fair demands in accordance with moral considerations and values, religious values, security and public order in a democratic society. The use of any information via media or electronic systems that concerns a person's personal data should be carried out with the consent of the person concerned. So that the guarantee of fulfillment of personal protection can be fulfilled where every Electronic System Operator is required to delete irrelevant Electronic Information and/or Electronic Documents under its control at the request of the person concerned based on a court order.

Legal protection for consumers has been regulated in Article 45A of law number 19 of 2016 concerning ITE which states that: (1) Every person who intentionally and without right spreads false and misleading news which results in consumer losses in Electronic Transactions as intended in Article 28 paragraph (1) shall be punished with a maximum imprisonment of 6 (six) years and/or a maximum fine of IDR 1,000,000,000.00 (one billion rupiah).

So it is clear that business actors who sell their wares in the marketplace through electronic transactions can be subject to article 45A of the ITE Law by intentionally and without the right to spread false news about their merchandise and are indicated to be misleading and cause harm to consumers. They will be subject to a maximum criminal penalty of 6 year and a fine of 1 billion rupiah.

Legal Protection for Consumers Through Law Number 27 of 2022 concerning Personal Data Protection

The prohibition on the use of personal data is clearly regulated in the Law. This is stated in article 65 of Law Number 27 of 2022 concerning Protection of Personal Data which states that:

- 1) Every person is prohibited from unlawfully obtaining or collecting Personal Data that does not belong to him with the intention of benefiting himself or another person which could result in loss to the Personal Data Subject.
- 2) (2) Every person is unlawfully prohibited from disclosing Personal Data that does not belong to him.
- 3) (3) Every person is prohibited from unlawfully using Personal Data that does not belong to him.

As for the Criminal Provisions for perpetrators who unlawfully obtain or collect personal data that does not belong to them and disclose personal data that is not theirs and use personal data that is not theirs with the intention of benefiting themselves and others, in this case consumers, then in Article 67 the verse states that:

- 1) Any person who intentionally and unlawfully obtains or collects non-mililoeya Personal Data with the intention of benefiting themselves or another person which may result in loss to the Personal Data Subject as intended in Article 65 paragraph (1) shall be punished with a maximum imprisonment 5 (five) years and/or a maximum fine of IDR 5,000,000,000.00 (five billion rupiah).
- 2) Any person who deliberately and unlawfully discloses Personal Data that does not belong to him as intended in Article 65 paragraph (2) shall be punished with a maximum imprisonment of 4 (four) years and/or a maximum fine of Rp. 4,000,000,000, 00 (four billion rupiah).
- 3) Every person who deliberately and unlawfully uses Personal Data that does not belong to him as intended in Article 65 paragraph (3) shall be punished with a maximum imprisonment of 5 (five) years and/or a maximum fine of Rp. 5,000,000,000, 00 (five billion rupiah).

So the conclusion is that business actors who unlawfully obtain or collect personal data that does not belong to them and disclose personal data that is not theirs and use personal data that is not theirs with the intention of benefiting themselves and others will be subject to criminal sanctions such as what has been mentioned above. So that the existence of this legal regulation is considered as a form of guarantee of legal certainty regarding the protection of consumers' personal data so that it is not misused by business actors, which can cause losses to consumers and only provide one-sided benefits for the perpetrators of the crime..

CONCLUSION

Legal protection for consumers has been regulated by several laws in Indonesia. Law Number 8 of 1999 concerning Consumer Protection, Law number 19 of 2016 concerning Information and Electronic Transactions and Law number 27 of 2022 concerning Protection of consumer personal data were promulgated as a form of government responsibility in providing legal certainty to consumers in transactions via e-commerce in Indonesia. E-commerce, whose main aim is to provide convenience in all buying and selling activities or transactions carried out using electronic media (the internet), instead of wanting to create a sense of security and peace and provide justice for business actors and consumers, in fact still has weaknesses in its implementation. . So it is felt necessary to regulate the buying and selling system through e-commerce transactions in law so that consumers will feel safe and their rights can be protected in this law..

BIBLIOGRAPHY

Amiruddin & Zainal Asikin, 2014, *Pengantar Metode Penelitian Hukum*, PT Raja Grafindo Persada, Jakarta.

Niniek Suparni, 2009, *Cyberspace Problematika & Antisipasi Pengaturannya*, Sinar Garfika, Jakarta.

Ronny Hanitijo Soemitro, 1994, *Metode Penelitian Hukum dan Yurimetri*, Ghalia, Jakarta.

Soerjono Soekanto & Sri Mamudji, 2014, *Penelitian Hukum Normatif (Suatu Tinjauan Singkat)*, Rajawali Pers, Jakarta.

Undang-undang Nomor 8 Tahun 1999 Tentang Perlindungan Konsumen

Undang-undang nomor 19 Tahun 2016 Tentang Informasi dan Transaksi Elektronik

Undang-undang nomor 27 Tahun 2022 tentang Perlindungan data pribadi konsumen