



## Juridical Review of E-commerce Selling and Buying on Consumers and Buyers in Indonesia

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**Abstract** The use of e-commerce in the world of trade has had a huge impact on Indonesian society, this is related to very important legal issues. The importance of legal issues in the field of E-commerce, especially in providing legal protection for consumers who carry out buying and selling transactions via the Internet. This development emerged due to offers and acceptance from the public, as evidenced by the emergence of various online stores such as Kaskus, Tokopedia, Bukalapak, Shopee and Lazada. This research aims to find out and analyze legal protection for consumers in online buying and selling transactions (e-commerce) and to find out and analyze legal remedies that can be taken by consumers if there is a default in online buying and selling transactions (e-commerce). The approach method used in this research is a normative juridical approach. The specification of this research is descriptive analysis. The data source used is secondary data, which consists of primary, secondary and tertiary law. The data collection tool is library research. The data analysis technique used is qualitative analysis. The results of this research and discussion are legal protection for e-commerce users by upholding consumer rights in accordance with Law Number 8 of 1999 concerning Consumer Protection articles 19, 20, 21, 24, and 26 and regulations related to the implementation of online buying and selling (e-commerce) and the implementation of consumer protection is also supported by involving several parties such as the government, national consumer protection bodies and non-governmental consumer protection institutions. Legal efforts that can be taken to resolve defaults in Law Number 8 of 1999 concerning Consumer Protection are litigation and non-litigation.

**Keywords:** trade, consumers, e-commerce

### 1. INTRODUCTION

Buying and selling is basically a transaction between one person and another person in the form of exchanging one item for another item based on certain procedures or contracts with the exchange of goods and money. Purchase and sale agreements are regulated in the Civil Code (KUHPPerdata / BW (Burgelijk Wetboek)) in book III. Buying and selling activities on the Internet are also known as electronic commerce or abbreviated as E-commerce. Electronic Commerce is a process of distributing, purchasing, selling, marketing goods and services through electronic systems such as cellphones and computers, namely the internet network. E-commerce can involve electronic fund transfers, electronic data exchange, automated investment management systems, and automated data collection systems.

Progress in the world of E-commerce in buying and selling has provided many agreements that people need with the rights and obligations to carry out the contents of the agreement between the two parties in the agreement with implementation procedures in online buying and selling transactions (E-commerce). A sale and purchase agreement is a type of reciprocal agreement involving two parties, namely between the seller (business actor) and the buyer (order). However, in carrying out buying and selling, especially online, using social

media, legal certainty cannot be dealt with firmly because the parties who carry out most of the transactions are between parties and individuals on the site because there is no legal guarantee that there is a sense of trust between the parties, whereas carrying out buying and selling transactions inside The application has legal certainty because the business actor (seller) is a company, either foreign or domestic, who has registered his site account with the authorities and can be held accountable for what the buyer (orderer) receives.

The implementation of buying and selling transactions via the Internet gives rise to various conditions that have legal consequences with all the consequences. For example, if an act of default arises from one of the parties in an electronic buying and selling transaction, it will create difficulties for the injured party to claim all losses (with the aim of obtaining compensation) that have arisen and been caused by

The unlawful act in this case is because the buying and selling transaction was not carried out face to face between the seller and the buyer. Therefore, legal protection for consumers in online buying and selling transactions via e-commerce is an important thing to study in relation to the provisions of the regulations. the law.

## **2. METHOD**

This type of research is normative legal research because this research uses a type of legal research with normative legal methods, namely doctrinal legal research refers to legal norms. This research is descriptive in nature. Descriptive means that the research aims to get a complete and clear picture of the problem being discussed.

## **3. RESULTS AND DISCUSSION**

Consumer protection actually has a broad scope, covering consumer protection for goods and/or services starting from the activity stage to obtain the goods and/or services to the consequences arising from the use of the goods and/or services. There are two aspects related to consumer protection coverage, including (Zulham, 2013):

1. Protection against the possibility that the goods handed over to consumers are not in accordance with what has been agreed
2. Protection against the imposition of unfair conditions on consumers.

Apart from that, legal protection for consumers in online or conventional buying and selling transactions can also be realized in the following form (Nadya Ghina, 2016):

1. Legal protection based on statutory regulations

Legal protection that originates from statutory regulations has a general nature for everyone who carries out a transaction.

2. Legal protection based on agreements made between parties

The definition of an agreement is explained based on Article 1313 of the Civil Code, namely that an agreement is an act in the name of one or more people binding themselves to one or more people. An agreement is considered valid if it meets the conditions for the validity of an agreement regulated in the Civil Code, including:

- a. Agreement of the parties (Article 1321 Civil Code)
- b. Competence of the parties (Article 1329 Civil Code)
- c. Regarding a certain matter (Article 1333 of the Civil Code)
- d. Halal reasons (Article 1337 of the Civil Code)

In the ITE Law the meaning of agreement is not specifically explained. In Article 1 number 17 of the ITE Law, an electronic agreement or contract is defined as an agreement between the parties made through an electronic system. In connection with the validity of the electronic agreement or contract, Article 18 paragraph (1) of the ITE Law stipulates that electronic transactions contained in an electronic contract are binding on the parties.

Transactions carried out via e-commerce and conventional transactions but via electronic media are basically different things. If conventional transactions are carried out in the same way as conventional agreements, there are only slight differences due to the media used and conversations or negotiations between consumers and business actors carried out via electronic media. Meanwhile, related to e-commerce transactions, it is a system that was deliberately created to carry out buying and selling transactions. After making payment, the business actor will fulfill his responsibility to deliver the goods and/services to consumers. Everything related to e-commerce transactions is carried out using electronic media, both in terms of making agreements, payments and delivery. The implementation of consumer protection is also supported by involving several parties which are explained as follows:

## 1. Government

In implementing consumer protection, the government has an important role and is responsible for guiding and supervising the implementation of the Consumer Protection Law.

The government's responsibility for guidance is based on the provisions of Article 29 paragraph (1) of Law Number 8 of 1999 concerning Consumer Protection which explains that, "The government is responsible for fostering the implementation of consumer protection which guarantees the rights of consumers and business actors and the implementation of consumer and business actors' obligations. businessmen."

Apart from that, the government's responsibility in fostering consumer protection is stated in Article 30 paragraph (1) of Law Number 8 of 1999 concerning Consumer Protection that, "Supervision of the implementation of consumer protection and the implementation of the provisions of the statutory regulations is carried out by the government, the community, and non-governmental consumer protection organizations."

## 2. National Consumer Protection Agency

The National Consumer Protection Agency was formed to support legal protection efforts for consumers. In this case, the National Consumer Protection Agency has the function of providing advice and considerations to the government regarding efforts to develop consumer protection in Indonesia. To carry out this function, the National Consumer Protection Agency has duties based on Article 34 paragraph (1) of Law Number 8 of 1999 concerning Consumer Protection.

## 3. Non-Governmental Consumer Protection Institution

Non-Governmental Organizations are also given the opportunity to realize legal protection for consumers and can be recognized by the government as Community Non-Governmental Organizations if it meets the requirements. Therefore, this Non-Governmental Organization has duties as formulated in Article 44 paragraph (3) of the Law

Number 8 of 1999 concerning Consumer Protection. In implementing consumer protection in online buying and selling transactions (e-commerce), there are several guidelines that need to be considered, which are explained as follows:

### 1. Viewed from the business actor's perspective

Protection for consumers can be provided in the form of:

- a. Notification of the identity of the producer/business actor clearly which includes the address of the place of business (including e-mail), telephone and type of business managed
- b. If the business actor is an office or branch company, the address of the office/parent company must be notified
- c. Have a permit issued by an authorized official to carry out his business.

Viewed from the consumer's perspective, consumers as parties who need the product are often required to provide complete information regarding their personal or company identity before starting a transaction (if the consumer is a company). However, in this regard there is no guarantee of security regarding consumer identity so that it will not be misused. In order to protect consumers from misuse of information, there is a need for guarantees from business actors that data or identity relating to consumers will not be used deviantly outside of its intended purpose without the consumer's permission.

### 3. Viewed from the product side (both goods and services)

Information about products is very important for consumers to know. This is because through this information consumers can make decisions about whether to carry out transactions or not. Errors often occur in providing information about products offered in buying and selling transactions carried out online (e-commerce), for example the product image does not match the reality. For this reason, consumer protection regulations are needed because this can harm consumers.

### 4. Viewed from a transaction perspective

When carrying out online buying and selling transactions, consumers need to pay attention to the following conditions:

- a. The opportunity for consumers to review the transactions they will carry out before making a decision, this is intended to avoid mistakes made by consumers

- b. The price of the product offered, whether it includes tax or not, includes shipping costs or not
- c. What currency is used
- d. What is the mechanism for sending goods, related to the mechanism for sending goods, there is an alternative in the form of goods protection in the form of insurance. This insurance can be charged to consumers if they want to use this insurance. If the consumer has chosen to use insurance for the delivery of his goods and the goods are defective or damaged during the delivery process, then the responsibility shifts to the sender of the goods.
- e. Business actors need to provide a transaction record that can be accessed by consumers at any time and which contains everything related to transactions that are being or have been carried out. This is important for evidentiary purposes if a default arises in the future
- f. Information regarding whether or not consumers can return goods that have been purchased, if permitted, is clear about the mechanism
- g. Is there a guarantee for replacement of goods or money if the product received is not suitable or damaged?
- h. Dispute resolution mechanism
- i. Reasonable claim submission period.

Basically, buying and selling transactions carried out online (ecommerce) are not much different from buying and selling transactions carried out in person or conventionally. This is because the online buying and selling process also creates a bond between the two parties, namely consumers and business actors, to fulfill achievements. Regarding legal protection for consumers in online buying and selling transactions, there are no legal regulations that specifically regulate this matter. Therefore, legal protection for consumers in online buying and selling is also subject to Law Number 8 of 1999 concerning Consumer Protection.

#### **4. CONCLUSION**

Forms of legal protection for consumers in sales and purchase agreements via the internet include: consumer protection for goods and/or services starting from the activity stage to obtain the goods and/or services to the consequences arising from the use of the goods and/or services. Legal protection for consumers in buying and selling transactions via e-commerce. Efforts to protect consumers are also carried out by giving responsibility to business actors in carrying out transaction activities. The implementation of consumer protection is also supported by involving several parties.

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