

THE POSITION OF CONSUMERS IN PURCHASING GOODS THROUGH ELECTRONIC TRANSACTION SYSTEMS: A JURIDICAL STUDY OF THE ACTIONS OF BUSINESS ACTORS IN PRODUCING GOODS THAT ARE DETRIMENTAL TO CONSUMERS

Sorta D.R.E. Cesilia Purba ^{1*}, Roy Sembel ²,
Wiwik Sri Widiarty ³ and Artje Tehupiory ⁴

^{1,2,3,4} Doctoral Program in Law, Faculty of Law, Universitas Kristen, Indonesia.
Email: ¹cesilia.p@gmail.com (*Corresponding Author), ²roy.sembel@uki.ac.id,
³wiwik.widiarty@gmail.com, ⁴aartjetehupeiory@gmail.com

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Abstract

The implementation of online buying and selling often causes various kinds of problems in the way trade transactions are regulated. The process of e-commerce transactions starts from promotion and marketing problems to problems with selling, payment and contract making, causing the position of consumers to be weak, regulations such as the Civil Code, Law No. 8 of 1999 concerning consumer protection and Law No. 1 of 2024 concerning the Second Amendment to Law No. 11 of 2008 concerning Information and Electronic Transactions have not had an impact on consumer protection against the purchase of goods through the transaction system electronic. This study aims to find out and find consumer efforts against business actors who do not respond to losses in the Purchase of Goods Through Electronic Transaction Systems. 2) Consumers in the purchase of goods through the Electronic Transaction System are in a weak position and 3) a form of consumer legal protection against the purchase of goods through the electronic transaction system obtained from business actors in producing goods that are detrimental to consumers. The research method used is normative and empirical juridical with a research approach using a legislative approach, a conceptual approach, a case approach, a historical approach and a comparative approach, with secondary data sources through primary, secondary and tertiary legal materials with qualitative data analysis. Research Results: Consumers in purchasing goods through electronic transaction systems are often in a weak position compared to business actors. Some of the factors that cause these weaknesses include low consumer education and consumer awareness, suboptimal supervision and law enforcement, risks to Personal Data Protection, Ease of Access to Dispute Resolution Mechanisms and low Transparency and Accountability of Business Actors. Although Law Number 8 of 1999 concerning Consumer Protection (UUPK), Law Number 1 of 2024 concerning the Second Amendment to Law Number 11 of 2008 concerning Electronic Information and Transactions (UU ITE), and the Civil Code (KUHPPerdata) have provided a legal framework to protect consumers, practical challenges still exist. Therefore, it is necessary to update laws and regulations related to the electronic transaction system, such as the Civil Code, the Civil Code and Law No. 30 of 1999 concerning Arbitration to create a fairer and safer electronic trading environment for all parties.

Keywords: Consumers. Electronic Transactions, Business Actors.

INTRODUCTION

The digital system has occurred in our beloved country, Indonesia. Digitalization has begun to be seen from the emergence of various innovations and digital technologies that are already present everywhere, one of which is in electronic business activities or commonly called *E Commerce* or electronic-based buying and selling transactions.

E-Commerce or electronic-based buying and selling transactions are business activities that concern consumers, manufacturing, service provision, and *intermediaries* using computer networks, namely the Internet and covering the entire spectrum of commercial activities.¹ In addition, electronic-based buying and selling can be done without having to meet face-to-face, and in this buying and selling, the

intraksi that takes place runs with the use of internet media and in its application this e-commerce segment is divided into two, namely buying and selling between producers and trade between consumers and business actors.

The advantages obtained by consumers through e-commerce transactions include being able to obtain information about the products offered faster, can save time in choosing the desired product and according to the ability because usually the products offered are also included in the complete brand and price. However, transactions through electronic systems, although they have the potential to be profitable, are at the same time very risky, because some of the typical characteristics of e-commerce will put consumers in a weak position or even disadvantage as conveyed by Gunawan Widjaja, who stated that²:

- a. *The internet merchant* does not have a physical address in a particular country, so this will make it difficult for consumers to return products that do not match the order;
- b. Consumers have difficulty getting guarantees in "*local follow up service as repair*";
- c. Products purchased by consumers may not be in accordance with *local regulations*.

One example of a case that occurred both in the experience of researchers and social media news as shown in table 1 is as follows:

Table 1: Case examples

| No. | Case Location | Case Description |
|-----|---|---|
| 1 | Personal Experience | Business actors offer various products to consumers through their Instagram accounts, offer various branded goods at low prices compared to the original price, display original photos of the branded goods by explaining that their products are of original quality, the goods offered vary, both from abroad and domestically. Consumers are interested in buying these goods. The way to communicate between business actors and consumers is by chatting. After chatting and finding an agreement between the two parties, where the consumer agrees to buy the goods and the business actor sends the goods, of course, after the consumer pays a certain amount of money and the sender fee to the business actor's account number, after payment is made by the consumer, the next 3 (three) or 4 (four) ordered goods are received and after opening it turns out that the shoes ordered are not according to the picture and the consumer suffers a loss of Rp. 850,000,-, Of course, consumers feel very disadvantaged by this, because business actors provide various reasons and the responses given by business actors are very slow, not as fast as when ordering, which in the end there is no good faith from business actors and even ignores complaints from consumers. |
| 2 | CNBC Indonesia's social media that ³ : | There are a number of Indonesian citizens who complain when shopping in <i>e-commerce</i> . One of them is because the goods purchased did not arrive and the money disappeared. Complaints about <i>e-commerce</i> have been in the top 3 for the past 5 years at the Indonesia Consumer Institution Foundation, and the most complained about by the people of Indonesia. Ironically, what consumers complained about was predominantly regarding goods that did not arrive. Consumers have bought the goods and have paid but the goods have not arrived, of course the reported cases are very worrying and need to be watched out, and all these problems are part of the responsibility of online shopping platform operators. And it is also a joint responsibility of the criminal and civil fraudsters, as well as the operators of digital platforms. In the YLKI report, the report related to <i>e-sommerce</i> in 2022 was related to 4 things. Starting from non-compliant goods (20%), <i>refunds</i> (32%), unilateral cancellations (8%), and non-arrival goods (7%). Meanwhile, the National |

| | | |
|--|--|---|
| | | Consumer Protection Agency (BPKN) received 1,136 public complaints related to <i>e-commerce</i> in the period from 2017 to February 2023. For the first two months of 2023, YLKI has received 20 cases of shopping in <i>e-commerce</i> . January-February 2023 there were 20 cases for <i>e-commerce</i> and 2022 190 (cases). |
|--|--|---|

The case described as in table 1 above, the reality is that business actors often legalize all means to obtain the maximum profit. This type of business actor (entrepreneur) does not attach importance to business ethics anymore. In Indonesia, there has been a shift in values that leads to the creation of material value through economic development.⁴

The implementation of online buying and selling often causes various kinds of problems in the way trade transactions are regulated. The e-commerce transaction process starts from promotion and marketing issues to selling, payment and contract making issues. Such as losses caused by business actors to consumers caused by intentionality, dishonesty, improper business, human error, or errors caused by electronic systems, so that many of them experience losses that cause consumers to be afraid to shop online. The weak position of consumers with business actors in conducting online transactions is certainly very detrimental to consumers and has violated consumer rights.⁵ Turning to the position of business actors, in general, they are always in a stronger position. The weak position suggests that legal protection of consumer rights is neglected, even though it is clear as stipulated in article 1 numbers 1 and 2 of Law No. 8 of 1999 concerning consumer protection. In addition, business actors themselves will also be punished if they violate consumer rights as referring to Law No. 1 of 2024 concerning the Second Amendment to Law No. 11 of 2008 concerning Information and Electronic Transactions.

Some legal rules related to consumer protection are not intended to kill or weaken businesses and business actors' activities, but on the contrary, because consumer protection is expected to be able to encourage a healthy business climate and competition and also reduce the occurrence of consumer problems in electronic-based buying and selling transactions, this is the reality that this problem does not only occur in Indonesia but also occurs in the region Southeast Asia, namely *the Association of South East Asian Nation (ASEAN)*.

The era of electronic-based buying and selling transactions in the Southeast Asian region certainly causes competition to become more global, plus now Southeast Asia is facing a new era in terms of the economy known as the Asean Economic Community (AEC). As a result, the market is getting wider and consumers are increasingly faced with more and more choices of goods and services.⁶ And the negative problems that arise are not much different from in Indonesia, namely business actors legalizing various ways for the sake of products offered to sell well in the market becoming easier to do.⁷

This statement is further strengthened by a survey conducted by the Center for *International Governance Innovation (CIGI)* and the IPSOS International research institute (this survey is then abbreviated as CIGI-IPSOS in this scientific paper can be accessed through <https://www.cigionline.org>). The survey was conducted in 24 countries, including Australia, Brazil, Canada, China, Egypt, France, Germany, Hong Kong (China), India, Indonesia, Italy, Japan, Kenya, Mexico, Nigeria, Pakistan, Poland, Republic of Korea, South Africa, Sweden, Tunisia, Turkey, United Kingdom and the United States⁸. The illustration is part of the phenomenon of the trading world

that exists today. Circumstances like these are the causes of the emergence of consumer protection as a result of the weak position of consumers in electronic-based buying and selling as a result of actions taken by business actors who legalize all means to make profits regardless of the losses experienced by consumers.

In relation to this basis, further studies are needed, namely: 1) How are consumer efforts against business actors who do not respond to losses in the Purchase of Goods Through the Electronic Transaction System ?, 2) Why are consumers in the weak position in the purchase of goods through the Electronic Transaction System? And 3) What is the form of consumer legal protection against the purchase of goods through the electronic transaction system obtained from business actors in producing goods that are detrimental to consumers?

RESEARCH METHOD

This study has a *descriptive analysis* research specification, which describes the reality of the actual circumstances regarding this research, with the types of research used are normative juridical and empirical juridical. Normative juridical research is legal research that lays down law as a building of a norm system. The norm system in question is about the principles, norms, rules of laws and regulations, agreements and doctrines (teachings). This research was carried out on secondary data such as laws and regulations, scientific journals, law books related to the law of cooperation agreements and agencies. Meanwhile, empirical juridical research is research that has an object of study on community behavior, namely behavior that arises as a result of interacting with the existing norm system.⁹ Then the research approach uses the *statute approach*, the *conceptual approach*, the *case approach*, the *historical approach*, and the *comparative approach*. Furthermore, the type of data source used in this study is a secondary data source, namely data used to answer the problems in this study through literature studies, with primary, secondary and tertiary sources of legal materials¹⁰. With the Technique of Analyzing Legal Materials using a qualitative method with a descriptive analytical method.

RESULT AND DISCUSSION

Consumer efforts against business actors who do not respond to losses in the Purchase of Goods Through the Electronic Transaction System.

1. Growth in Purchasing Goods through Electronic Transaction Systems

Nowadays *e-commerce* transactions have become part of national and international commerce, This reality shows that the convergence in the field of telematics continues to grow unstoppable, along with the discovery of new copyrights and patents in the field of information technology.

The existence of electronic trading or buying and selling is a promising business alternative to be implemented at this time, because this type of trading provides a lot of convenience for both parties in making transactions. This is because electronic transactions through the internet network can penetrate geographical and territorial boundaries including their legal jurisdiction. In electronic commerce, transactions do not require a face-to-face meeting of the parties in the negotiation stage, and the parties can be on two different continents.¹¹

The development of electronic-based trade or *e-commerce* in Indonesia itself is considered the most in demand, even to the point of spreading the issue of quiet buyer visits in the Tanah Abang market is suspected to be due to a shift in consumer behavior that has begun to switch to making purchases online.¹² And the platform was temporarily discontinued, but it turned out that it was not the main reason, people were more interested in the convenience obtained for the goods they wanted through electronic purchases, this was due to several factors such as ease in choosing goods, saving time and costs and being able to do it quietly and at any time.

Therefore, electronic commerce transactions or *e-commerce*, including through the marketplace platform, can still continue to grow after the lifting of social restrictions. In Indonesia, *the e-commerce* market driven by the local market will continue to grow. This trend occurs in many developing countries, including Indonesia because the portion of *online* shopping to total retail sales is still relatively small and there is still a large potential for increased digital adoption in most people in developing countries, including Indonesia. The growth of *e-commerce transactions*, including those originating from the Lokapasar platform, will continue to occur through penetration in tie-two and three-tier cities that still have great potential for *e-commerce*.¹³ This is evidenced by databoks.katadata.co.id, that Indonesia is among the 10 countries with the highest percentage of internet users who often shop online (data as of January 31, 2024), as shown in figure 1 below, as follows:¹⁴

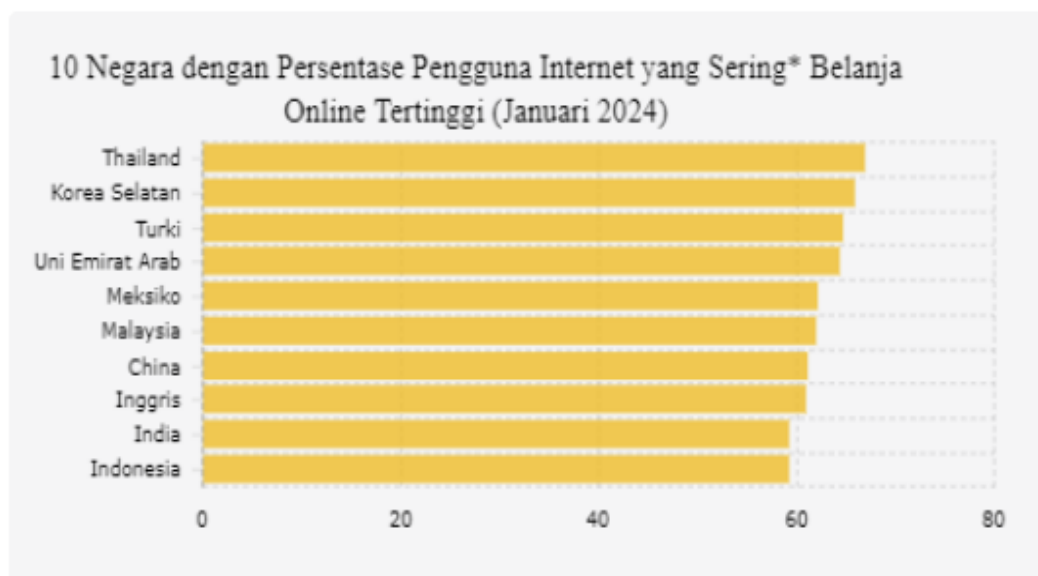


Figure 1: Indonesia is in the category of 10 countries with the highest number of online shoppers

Sumber Data: databoks.katadata.co.id,

From Figure 1, it is explained that the people of Indonesia are very enthusiastic in terms of online shopping, this is proven that Indonesia is included in the top 10 in the world from other countries, with the order of 1) Thailand, 2) South Korea, 3) Turkey, 4) United Arab Emirates, 5) Mexico, 6) Malaysia, 7) China, 8) United Kingdom, 9) India and 10) Indonesia. The data shows the potential of the e-commerce industry as one of the drivers of the domestic economy. In addition, the contribution of the e-commerce industry to Indonesia's gross domestic product (GDP) is predicted to increase rapidly in the coming years. The existence of e-commerce is expected to bring a greater socio-

economic impact and encourage inclusive economic growth, where local products are increasingly known globally and economic growth can be enjoyed by all levels of society.¹⁵

2. Electronic Transaction System in Consumer Legal Protection

In an *e-commerce* system, there are at least 4 components needed in online transactions, namely Store/Marketplace, Sellers and Buyers, Payment Gateways and Delivery Services, clarified by the flow as shown in Figure 2 below:



Figure 2: Flow of purchasing goods through an electronic transaction system

Sumber: <https://aptika.kominfo.go.id>

Based on Figure 2 above, the researcher explains as follows:

- a) The existence of a *store/marketplace* is goods that are sold and needed by consumers, then the existing goods will be selected by consumers to be purchased according to their needs.
- b) The existence of a Seller in this case is a business actor and a buyer in this case a consumer, namely the Seller is the one who sells his goods/services to the consumer, while the buyer/consumer is the person who buys the goods sold. In terms of consumers choosing online shopping, there are several criteria, namely 1) Financial ability, 2) More promos offered when shopping online, 3) When seeing family/friends who have new items, sometimes consumers want to buy them even though they don't always need them and 4) Advertising or promotion in the mass media.
- c) After several criteria that consumers want to have, then consumers will order from business actors and continue with online payments with payment methods used for transactions in *E-Commerce*, various types, including: Digital wallets - 72%, COD (Cash on Delivery) - 57%, Mobile Banking/Internet Banking – 39%, Paylater/P2P Loans – 19%, Bank Transfers via ATM – 17%, Credit Cards/Debit Cards – 10%, Instant Payment – 10%, and Counter/Minimarket – 7%, as well as Instant Debit – 5% and Digital Marketing & social media.¹⁶

- d) After this stage is passed, business actors will process according to consumer orders. The process of shipping goods products online is designed to provide a comfortable and safe experience for consumers, as well as ensure that products arrive on time and in good condition.
- e) Shipping goods sold online certainly involves several crucial steps, including:
- (1) The seller/business actor after receiving the incoming order and verifying the consumer checks the availability of goods, the correct shipping address, and the payment method used.
 - (2) Once the order is verified, the product is prepared for shipment. It involves a careful packaging process to protect the goods from damage during shipping. The seller may also include an invoice or purchase note in the package.
 - (3) The seller calculates the shipping cost based on the weight and dimensions of the package, as well as the location of the shipment. These shipping costs may be fully borne by the consumer or included in the price of the product.
 - (4) The seller chooses the delivery service that will be used to send the package. This choice can be based on various factors such as shipping speed, reliability, and cost.
 - (5) After the package is ready, the seller gives the package to the selected delivery service provider. The package will then be picked up and transported to the destination address by the courier or delivery service in question.
 - (6) Consumers and sellers can monitor the status of the shipment through the tracking number provided by the delivery service provider. This allows them to know the position of the package in real-time and the estimated time of arrival.
 - (7) Finally, the package arrives at the destination address and is received by the consumer. Consumers conduct a preliminary inspection of the goods to ensure there is no significant damage or defect.

If the illustration is done correctly, consumers will feel satisfied with the service of business actors. But if it is the other way around, it will result in consumers being harmed.

Consumer Legal Remedies Against Business Actors Who Do Not Provide Responses to Losses in the Purchase of Goods Through the Electronic Transaction System for Business Actors

Transactions or shopping in traditional/conventional markets, when a consumer feels aggrieved by the actions of business actors/sellers, then consumers can immediately complain, but when a consumer transacts through the internet, when fraudulent acts occur by business actors or sellers, for example goods delivered by business actors are not in accordance with consumer orders, goods purchased by consumers are not delivered, Goods are sent but late, goods sent are damaged/defective, and others, so it is usually difficult for consumers to complain to business actors or sellers which can be due to several reasons, for example, consumers do not know the existence of business actors, or business actors do not receive complaints after the goods are delivered or there is even bad faith from business actors who say that the payment money has not been received by business actors and others.¹⁷

Therefore, consumers have rights that are protected by law, including in terms of purchasing goods through electronic transaction systems. One of the legal remedies that can be taken by consumers against business actors who do not respond to losses in the purchase of goods through the electronic transaction system is through the consumer dispute resolution channel as stipulated in Article 45 paragraph (2) stating "that the settlement of consumer disputes can be pursued through the court or outside the court based on the voluntary choice of the parties to the dispute"

In article 4 of the UUPK, one of the rights of consumers is "to get advocacy, protection and efforts to resolve disputes appropriately. In addition, one of the obligations of business actors is to provide compensation, compensation and/or reimbursement for losses due to the use, use, and utilization of goods and/or services traded". In addition, the UUPK states in Article 23, namely "Business actors who refuse and/or do not respond and/or do not comply with compensation for consumer demands as referred to in Article 19 paragraph (1), paragraph (2), paragraph (3), and paragraph (4), can be sued through the consumer dispute settlement agency or submit to the judicial body at the place where the consumer is located".¹⁸

The article emphasizes that if the manufacturer and/or distributor business actor refuses and/or does not respond and/or does not meet the compensation for the consumer's demands, then the consumer is given the right to sue the business actor and resolve the dispute that arises, which can be through:

a) Litigation path (court)¹⁹

Litigation Route or through court proceedings, consumers as aggrieved parties can file a lawsuit to the court as stipulated in Chapter VIII of Dispute Resolution Article 38 paragraph 1 of the ITE Law which is regulated in article 39 paragraph 2 of the ITE Law.

The rights and obligations of the parties in buying and selling through the electronic transaction system are interconnected, so that if consumers feel disadvantaged in purchasing goods, they can take legal action through the Litigation Channel or through the court process, this effort is the last resort if non-litigation cannot be resolved properly and the case also smells of fraud which leads to uncertainty of the accountability of business actors to consumers.

Consumer losses in purchasing goods through this electronic transaction system are a problem of breach of promise (default) that does not match consumer demand, such as goods that are not in accordance with what was agreed at the time of purchasing the goods in question, defects in the goods or different sizes such as often found in news news on the internet and mass media, so that in this case the non-litigation route if what is referred to is in an effort to replace losses can be done through civil litigation, namely through the local District Court and if there is fraud, the effort made is to report to the police for follow-up because it contains criminal elements, but this route is rarely done, this depends on the nominal value or the term of the big word stake rather than the pole. Or it can be said that consumers who take legal action in purchasing goods through the Electronic Transaction system due to losses they experience do not go through a formal legal process because the cost is expensive and time-consuming.

Legal remedies taken by consumers as described by the researcher which can be categorized as default as stated by R Subekti, namely²⁰ "Default is negligence or forgetfulness which can be in the form of 4 kinds of conditions, namely 1) Not doing

what he is promised to do, 2) Carrying out what he promises, but not as promised, 3) Doing what he promises but is late and 4) Doing something that according to the agreement is not can do it.

If one of these 4 conditions occurs, then civilly it can sue the online seller under the pretext of default, the legal basis for taking legal action in court is regulated in Article 45 paragraph (1) of the Consumer Protection Law, which states: "Every aggrieved consumer can sue a business actor through an institution tasked with resolving disputes between consumers and business actors or through a court in a general judicial environment".²¹

With the enactment of the legal principle that whoever commits a cause of harm to others, must bear the responsibility he has committed. Thus, in this case, consumers can submit a claim for compensation to business actors, compensation as stipulated in Article 19 paragraph (2) of the Law which states: (2) "Compensation as referred to in paragraph (1) can be in the form of refunds or replacement of goods and/or services of similar or equivalent value, or health care and/or the provision of compensation in accordance with the provisions of applicable laws and regulations".²²

Then in Article 45 A paragraph (1) of Law No.1 of 2024 concerning the Second Amendment to Law Number 11 of 2008 concerning Information and Electronic Transactions states "Any Person who deliberately distributes and/or transmits Electronic Information and/or Electronic Documents that contain false notices or misleading information that results in material losses for consumers in Electronic Transactions as referred to in Article 28 paragraph (1) shall be sentenced to imprisonment for a maximum of 6 (six) years and/or a maximum fine of Rp1,000,000,000.00 (one billion rupiah)".²³

The article is intended that business people who violate laws and regulations in the *E-commerce* business will be subject to criminal, administrative, and compensation sanctions so that it will reduce and prevent cases that lead to fraud.

In this regard, the rules that are currently the legal umbrella for consumers have only changed in the Law on ITE, this is done in the context of adjustments due to the dynamics in the field that are always changing, but this is not the case with the Law on Consumer Protection and the Civil Code, the two Regulations are formed in a context apart from buying and selling through electronic transaction systems, So that both of them are considered weak.

b) Non-litigation route (not through the courts).

Dispute resolution through non-litigation or through consumer dispute resolution channels can be carried out by mediation, consolidation or arbitration. A more profitable non-litigation dispute resolution is by mediation, where the mediator helps the parties to compromise to find a way out of the dispute according to the agreement of the parties so that the parties can accept it well. However, this method has a weakness, namely that the results of the agreement are not binding and final because it is only in the form of an agreement between the parties²⁴.

Definition of Alternative Dispute Resolution as stipulated in Article 1 number 10 of Law No. 30 of 1999, APS as an institution for resolving disputes or differences of opinion through procedures agreed upon by the parties, namely settlement outside the court by means of consultation, negotiation, mediation, conciliation, or expert assessment²⁵. Alternative forms of dispute resolution, when referring to Article 1 paragraph 10 of Law

No. 30 of 1999 concerning Arbitration and Alternative Dispute Resolution, which states "Alternative Dispute Resolution is an institution for resolving disputes or differences of opinion through procedures agreed upon by the parties, namely settlement outside the court by means of consultation, negotiation, mediation, conciliation, or expert assessment".²⁶

As per the article, the method of dispute resolution through Alternative Dispute Resolution is divided into 5 (five) ways as shown in table 3 as follows²⁷:

Table 3: how to resolve disputes through Alternative Dispute Resolution

| No. | Dispute resolution | Description |
|-----|--------------------|---|
| 1 | Consultation | The act of asking for someone's advice or opinion, in this case is usually with an advocate. The process of adaptation to the agreement between the parties as outlined in the sale and purchase agreement carried out through internet media. The meaning of the adaptation here is that the parties are willing to change the content of the agreement that has been made, so that the actions of one of the parties that were originally considered to be unlawful acts in the end cease to be unlawful acts |
| 2 | Negotiation | A consensus bargaining process in which the parties seek to reach an agreement on a disputed issue, which involves full autonomy for the parties involved, without the intervention of a third party. The results of the negotiations will be poured into a written agreement for the parties to implement. Delaying the implementation of the agreement will be able to change the perception of the parties involved, which can destroy the agreement that has been reached in the negotiations. In the event that an agreement is reached, such as mediation, Article 6 (7) and (8) of Law No. 30 of 1999, an agreement that has been reached and made in written form binds the parties to be implemented in good faith (<i>te goede trouw</i>) and must be registered with the district court within a maximum of 30 days from the signing. |
| 3 | Mediation | Mediation is a mediation procedure in which a person acts as a "vehicle" to communicate between the parties, so that their different views on the dispute can be understood and possibly reconciled, but the primary responsibility for achieving a peace remains in the hands of the parties themselves ²⁸ . |
| 4 | Conciliation | Dispute resolution in a pleasant way, a process in which a neutral person meets with the disputing parties can be resolved, a relatively unstructured method of dispute resolution in which a third party facilitates communication between parties in trying to help the parties resolve their differences. As for the way to resolve disputes outside the court, it is similar to the court, where there are parties who are considered quasi-judges. |
| 5 | Arbitrase | A method of dispute resolution involving one or more neutral third parties that is normally agreed upon by the disputing party and whose decision is binding through a BANI arbitration institution (BANI). In arbitration, there are 2 types, namely 1) <i>Pactum de compromittendo</i> , It is an arbitration clause contained in a written agreement made by the parties before the dispute arises, meaning that the agreement agrees with the arbitrator's award ²⁹ . The form of the clause is regulated in Article 2 of Law No. 30 of 1999 concerning Arbitration and Alternative Dispute Resolution. 2) A compromise deed is a separate arbitration agreement made by the parties after a dispute arises. Before the Arbitration Act came into force, the provisions regarding arbitration were regulated in articles 615 to 651 of the Civil Procedure Regulations (Rv). ³⁰ |

Table 3 is interpreted as the five dispute resolution through Alternative Dispute Resolution that has been described by the researcher, if the scope is within the domestic boundary. However, in the case of disputes over buying and selling through

the electronic transaction system across borders, several methods of dispute resolution through arbitration are known, as shown in table 4 as follows:³¹

Table 4: Methods of dispute resolution through arbitration

| No. | Method | Description |
|-----|-----------------------------------|--|
| 1 | <i>On-Line Dispute resolution</i> | ODR is suitable for resolving small cases where the proof is not difficult and the documents required are relatively easy and available electronically. |
| 2 | <i>Mediasi On-Line</i> | The mediator does not decide anything but only directs the course of the negotiations. |
| 3 | <i>On-Line Arbitration</i> | It is a requirement for arbitrators to record, direct and decide every dispute over the sale and purchase of goods through an electronic transaction system. |

As mentioned in Table 4, in the implementation of online arbitration, the process of stages starting from case registration, selection of arbitrators, making decisions, submission of documents, arbitrator consultations, and notification of decisions is carried out entirely online, that based on the Decree of the National Arbitration Board of Indonesia/BANI No. 20.015/V/SK-BANI/HU has regulated the stages taken in online arbitration which are not much different from conventional arbitration. However, in its implementation, online arbitration still has a number of weaknesses, including the absence of a legal umbrella that regulates special provisions regarding online arbitration. Therefore, it is considered necessary to update Law No. 30 of 1999 concerning Arbitration and Alternative Dispute Resolution in order to provide legal certainty in the implementation of online arbitration in Indonesia. In addition, BANI as a national arbitration institution must also immediately make changes that can accommodate the implementation of online arbitration both in terms of quality and quality of arbitrators in order to master how the implementation of online arbitration works.

Then in the event that there is an international transaction, for example online buying and selling, the law of which country or the court of which country will be used to resolve the dispute will be determined first, as the regulation of international import transactions is regulated in Article 18 paragraph 2 of Law No. 11 of 2008 concerning ITE, where the parties have the authority to choose the jurisdiction that applies to international electronic transactions that However, after the issuance of Law No. 1 of 2024 concerning the Second Amendment to Law No. 11 of 2008 concerning Information and Electronic Transactions, the provisions in article 18 paragraph 2 change to: (1) International Electronic Contracts that use standard clauses made by Electronic System Operators are regulated by Indonesia law in the following cases: 1) users of Electronic System Operator services as one of the parties to Electronic Transactions come from Indonesia and give its consent from or within the jurisdiction of Indonesia; 2). the place of execution of the contract is in the territory of Indonesia; and/or 3). Electronic System Operators have a place of business or conduct business activities in the territory of Indonesia.

The issuance of Law Number 1 of 2024 concerning the Second Amendment to Law Number 11 of 2008 concerning Information and Electronic Transactions is a major policy to present a clean, healthy, ethical, productive, and fair digital space and the change is a manifestation of the Government's responsibility to prioritize the protection of the public interest as well as the nation and state.³² Especially in electronic contracts.

Consumers in purchasing goods through the Electronic Transaction System are in a weak position.

Online shopping or buying goods through an electronic transaction system actually makes it easier for many parties and is practical in terms of transactions, but it is also possible that it will also have a negative impact on consumers, namely causing losses incurred by business actors, so consumers are vulnerable to greater risks than business actors, advantages and practicalities in *e-commerce* transactions. There are often various fraudulent acts carried out by business actors, such as business actors providing incorrect and unclear information regarding the original condition of the goods, even between photos on internet websites that show that the catalog sold is not in accordance with the goods received by consumers.

Based on this, there are several factors that consumers must be aware of regarding the purchase of goods through the electronic transaction system, here are the weaknesses, including³³:

- 1) Goods purchased through electronic transactions that sometimes do not match the wishes of consumers, there are complaints and then business actors are difficult to contact.
- 2) When consumers shop online, consumers can only guess what the item is. But they do not know the quality and quantity of the goods because they are seen only through pictures.
- 3) Sometimes the price offered is more expensive than buying by coming to a conventional hold.
- 4) The goods sold are considered to be expired because if the price is cheap or not, sometimes it is no longer guaranteed or the warranty cannot be proven.
- 5) Understand by online shopping consumers. If there are still consumers who do not understand how to shop online, consumers will be disadvantaged
- 6) The transaction or delivery process, sometimes long, consumers must continue to monitor.
- 7) There are still minimal security issues, such as payment fraud, fraud using fake accounts, and account takeovers.

Basically, the instrument of legal protection for consumers in a trade through an electronic transaction system is manifested in 2 (two) forms of regulation, namely legal protection through a certain form of legislation (laws, government regulations, and so on) which is general for everyone who makes transactions and legal protection based on agreements that are specifically made by the parties, in the form of substance/content of agreements between consumers and business actors/manufacturers, such as provisions on compensation, time period for filing claims, dispute resolution, and so on³⁴.

As previously explained, consumers in conducting transactions are protected in Law Number 8 of 1999 concerning Consumer Protection (UUPK), namely in the form of consumer rights contained in Article 4 letters a and b, namely 1) the right to comfort, security, and safety in consuming goods and/or services; and 2) the right to choose goods and/or services and obtain such goods and/or services in accordance with the exchange rate and the conditions and guarantees promised;³⁵

As stipulated in article 4 letter a and b, consumers have the right to receive compensation as stipulated in article 4 letter h which states "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 they should be".

In addition to obtaining rights, as a *balance*, consumers are also required to read and follow information instructions and procedures for the use or utilization of goods and/or services, for the sake of security and safety, in good faith in making transactions to purchase goods and/or services, paying according to the agreed exchange rate, and following efforts to resolve consumer protection disputes appropriately. As a balance to the rights given to consumers, business actors are also given the right to receive payments in accordance with the agreement on the conditions and exchange rates of goods and/or services traded, obtain legal protection from the actions of consumers who do not act in good faith, conduct proper self-defense in the legal settlement of consumer disputes, rehabilitation of good name is not legally proven that consumer losses are not caused by goods and/or services traded, and other rights regulated in legislation³⁶.

Some of the problems above are a small part of the problems that are happening today, therefore to ensure that consumer rights in digital business have been properly accommodated, a regulation that has been tested for effectiveness is needed and if it is considered ineffective, it is necessary to update the regulation, such as the Civil Code and Law Number 8 of 1999 concerning Consumer Protection which is an existing regulation Long before technology developed as it is today.³⁷

In this case, the Civil Code and the UUPK are still considered to have many shortcomings because they have not been able to optimally compensate for every problem that arises in this all-technological era and in fact this is very urgent for the renewal of the UUPK to be more urgent. The birth of the ITE Law, which is a supporter of the UUPK, is also not enough to provide consumer protection against several consumer weaknesses in transacting in *e-commerce*. So that there is a need for legal reform in order to provide protection to consumers who are in a weak position in transacting in *e-commerce*, in addition to the existence of different characteristics in the trading system through electronic technology are not covered by the Consumer Protection Law, with legal regulations regarding *cyberlaw* Including about *e-commerce*, it is intended so that the rights of consumers as users of electronic technology in the trade process, especially in conducting *e-commerce* transactions, can be guaranteed.

A form of consumer legal protection against the purchase of goods through an electronic transaction system obtained from business actors in producing goods that are detrimental to consumers.

Consumer protection is all efforts that ensure legal certainty to provide protection to consumers.³⁸ And indirectly, it will encourage business actors to do business in the electronic transaction system with full responsibility. To realize these expectations, there are several requirements, including: 1) consumer protection laws must be fair to consumers and business actors so that they not only burden business actors with responsibility, but also protect their rights to do business honestly; the law enforcement apparatus must be equipped with adequate facilities and accompanied by responsibility; increasing consumer awareness of their rights; changing the value

system in society towards an attitude of action that supports the implementation of consumer protection, especially in electronic transactions.

The law functions as a protector of human interests. In order for human interests to be protected, the law must be implemented. The implementation of the law can take place normally, peacefully, but it can also occur due to violations of the law. In this case, the law that has been violated must be enforced. It is through this law enforcement that the law becomes a reality. In enforcing the law, there are three elements that must always be considered, namely: legal certainty (*rechtssicherheit*), usefulness (*Zweckmassigkeit*) and justice (*Grechtheit*).³⁹

Philipus M. Hadjon said that "Legal protection is the protection of dignity and dignity, as well as the recognition of human rights owned by legal subjects based on legal provisions from arbitrariness or as a set of rules or rules that will be able to protect one thing from another".⁴⁰ In addition to Philipus M. Hadjon divided Legal Protection into two: namely as preventive legal protection and repressive protection. In preventive legal protection, legal subjects are given the opportunity to submit their objections or opinions before a government decision gets a definitive form.⁴¹

Based on this, the researcher argues that the form of legal protection for consumers who are harmed in purchasing goods through the electronic transaction system, is carried out in 2 (two) forms, namely:

a. Forms of preventive legal protection

In addition⁴², it can also be said that preventive legal protection for consumers in purchasing goods through the electronic transaction system aims to prevent consumer losses or losses before the transaction occurs.

This protection is regulated in several laws, including Law Number 8 of 1999 concerning Consumer Protection (UUPK), Law Number 1 of 2024 concerning the Second Amendment to Law Number 11 of 2008 concerning Information and Electronic Transactions (UU ITE), and the Civil Code (KUHPerdata). The following are the forms of preventive legal protection as shown in table 5 as follows:

Table 5: Forms of preventive legal protection

| No. | Forms of Preventive Legal Protection | Laws and Regulations |
|-----|--|---|
| 1 | True, Clear, and Honest Information | UUPK <ul style="list-style-type: none"> ▪ Article 4: The right of consumers to obtain true, clear, and honest information regarding the condition and guarantee of goods/services. ▪ Article 7: The obligation of business actors to provide true, clear, and honest information regarding the condition and guarantee of goods/services. ITE Law <ul style="list-style-type: none"> ▪ Article 9: The obligation of business actors to provide complete and correct information related to goods/services marketed electronically. |
| 2 | Labeling and Certification | UUPK <ul style="list-style-type: none"> ▪ Article 8: Prohibiting business actors from producing and/or trading goods/services that are not in accordance with the required standard provisions and/or do not include the expiration date and the best use period. |
| 3 | Supervision and Certification of Business Actors | UUPK |

| | | |
|---|---|--|
| | | <ul style="list-style-type: none"> ▪ Article 30: The government supervises business actors who produce and/or trade goods/services to ensure compliance with consumer security and safety standards. ▪ Article 29: Obligations of business actors to comply with applicable provisions in the procurement of goods/services. |
| 4 | Protection of Personal Data | <p>ITE Law</p> <ul style="list-style-type: none"> ▪ Article 26: The use of personal data in electronic systems must obtain the consent of the data owner concerned. ▪ Article 15: Electronic system operators are obliged to make efforts to protect personal data to prevent leakage, misuse, or unauthorized access. |
| 5 | Legal Certainty and Dispute Resolution Mechanism | <p>UUPK</p> <ul style="list-style-type: none"> ▪ Article 45: The government provides a dispute resolution mechanism between consumers and business actors through the Consumer Dispute Resolution Agency (BPSK). ▪ Article 47: Consumers can submit complaints or complaints through the Non-Governmental Consumer Protection Agency (LPKSM). <p>ITE Law</p> <ul style="list-style-type: none"> ▪ Article 18: Electronic contracts made in electronic systems are recognized as legal evidence, providing legal certainty for consumers in electronic transactions. |
| 6 | Electronic System Security Standards | <p>ITE Law</p> <ul style="list-style-type: none"> ▪ Article 15: Electronic system operators are obliged to maintain reliable, safe, and responsible electronic systems to ensure the protection of consumers. |
| 7 | Right to Choose and Obtain Appropriate Goods/Services | <p>UUPK</p> <ul style="list-style-type: none"> ▪ Article 4: The right of consumers to choose and obtain goods/services in accordance with the exchange rate and the conditions and guarantees promised. |
| 8 | Fair and Non-Burdensome Agreements | <p>Civil Code</p> <ul style="list-style-type: none"> ▪ Article 1320: Conditions for the validity of an agreement which includes an agreement, skill, certain objects, and halal causes. This ensures that the agreement in electronic transactions must be fair and not burdensome to one party. |

With the existence of these various forms of preventive protection, it is hoped that consumers can conduct electronic transactions safely and comfortably, as well as reduce the risk of losses or losses that can harm consumers.

b. Repressive form of protection.

Namely actions taken as an effort to overcome the occurrence of violations, where this form of protection serves to resolve the occurrence of a dispute in a broad sense.⁴³ In addition, it can also be said that repressive legal protection for consumers in purchasing goods through the electronic transaction system aims to provide protection after violations or losses caused by consumers. This form of protection is regulated in various laws, including Law Number 8 of 1999 concerning Consumer Protection (UUPK), Law Number 1 of 2024 concerning the Second Amendment to Law Number 11 of 2008 concerning Electronic Information and Transactions (UU ITE), and the Civil Code (KUHPPerdata). The following are the forms of repressive legal protection as shown in table 6 as follows:

Table 6: Forms of Repressive legal protection

| No. | Forms of Preventive Legal Protection | Laws and Regulations |
|-----|---------------------------------------|--|
| 1 | Complaints and Dispute Resolution | UUPK <ul style="list-style-type: none"> ▪ Article 45: Aggrieved consumers can file complaints or lawsuits against business actors through the Consumer Dispute Settlement Agency (BPSK) or the court. ▪ Article 46: Consumers can file a lawsuit through the Non-Governmental Consumer Protection Agency (LPKSM) or the government. ITE Law <ul style="list-style-type: none"> ▪ Article 38: Dispute resolution may be carried out through the courts or other alternative dispute resolution, such as arbitration or mediation. |
| 2 | Compensation | UUPK <ul style="list-style-type: none"> ▪ Article 19: Business actors are obliged to provide compensation to consumers for losses arising from the use of traded goods/services. Damages can be in the form of refunds, replacement of goods/services, or healthcare. ▪ Article 23: Consumers have the right to request compensation if the goods/services received are not in accordance with the agreement or not in accordance with the information provided. Civil Code <ul style="list-style-type: none"> ▪ Article 1243: Compensation for default (breach of promise) includes real losses and profits lost due to such default. ▪ Article 1491: Consumers may demand the return of goods or the replacement of concealed defective goods. |
| 3 | Administrative and Criminal Sanctions | UUPK <ul style="list-style-type: none"> ▪ Article 60: Business actors who violate the provisions of the UUPK may be subject to administrative sanctions in the form of revocation of business licenses, termination of business activities, or administrative fines. ▪ Article 62: Business actors who intentionally or negligently cause losses to consumers may be subject to criminal sanctions in the form of imprisonment or fines. ITE Law <ul style="list-style-type: none"> ▪ Article 45: Business actors who violate the provisions of the ITE Law may be subject to criminal sanctions in the form of imprisonment and/or fines. |
| 4 | Return of Goods and Money | UUPK <ul style="list-style-type: none"> ▪ Article 19: Business actors are obliged to provide refunds or replacement of goods/services if the goods/services received by consumers are not in accordance with the agreement or not in accordance with what was promised. |
| 5 | Protection of Misused Personal Data | ITE Law <ul style="list-style-type: none"> ▪ Article 26: Consumers whose personal data is misused can demand compensation from the responsible business actor. |
| 6 | Dispute Resolution through BPSK | UUPK <ul style="list-style-type: none"> ▪ Article 49: BPSK is tasked with resolving consumer disputes through mediation, arbitration, or conciliation. The BPSK decision is final and binding. |
| 7 | An Unfair Agreement | Civil Code <ul style="list-style-type: none"> ▪ Article 1320: If the agreement in an electronic transaction does not meet the conditions for the validity of the agreement (agreement, skill, certain objects, and halal causes), then the agreement can be canceled, and the consumer has the right to seek compensation for the losses incurred. |

With the existence of various forms of repressive legal protection, consumers have the means to claim rights and obtain compensation if they suffer losses due to electronic transactions. This protection ensures that consumers can feel safe and secure in transacting electronically.

CONCLUSION

In purchasing goods through electronic transaction systems, consumers often experience difficulties when business actors do not respond to the losses experienced. Although Law Number 8 of 1999 concerning Consumer Protection (UUPK), Law Number 1 of 2024 concerning the Second Amendment to Law Number 11 of 2008 concerning Electronic Information and Transactions (UU ITE), and the Civil Code (KUHPerdata) provide a legal framework to protect consumers, practical challenges such as access to effective dispute resolution and enforcement mechanisms are still obstacles. Furthermore, to increase the effectiveness of consumers' efforts in claiming their rights for losses in the purchase of goods through the electronic transaction system, it is necessary to update laws and regulations related to the electronic transaction system, such as the Civil Code, the Law and Law No. 30 of 1999 concerning Arbitration.

Consumers in purchasing goods through electronic transaction systems are often in a weak position compared to business actors. Some of the factors that cause this weakness include lack of accurate information, fraud risk, difficulty in filing complaints, and suboptimal protection of personal data. Although Law Number 8 of 1999 concerning Consumer Protection (UUPK), Law Number 1 of 2024 concerning the Second Amendment to Law Number 11 of 2008 concerning Electronic Information and Transactions (UU ITE), and the Civil Code (KUHPerdata) have provided a legal framework to protect consumers, practical challenges still exist. Therefore, to strengthen the position of consumers in purchasing goods through the electronic transaction system, it is necessary to increase Consumer Education and Consumer Awareness, Strengthen Supervision and Law Enforcement, Improve Personal Data Protection, Ease of Access to Dispute Resolution Mechanisms, and Increase Transparency and Accountability of Business Actors. With these measures, it is hoped that the position of consumers in electronic transactions can be strengthened, and the risk of loss can be minimized, so as to create a fairer and safer electronic commerce environment for all parties.

Legal protection for consumers in purchasing goods through electronic transaction systems is regulated by various laws and regulations in Indonesia, including Law Number 8 of 1999 concerning Consumer Protection (UUPK), Law Number 1 of 2024 concerning the Second Amendment to Law Number 11 of 2008 concerning Electronic Information and Transactions (UU ITE), and the Civil Code (KUHPerdata). This protection consists of two types, namely 1) preventive such as True and Clear Information, Labeling and Certification, Personal Data Protection, Supervision and Certification of Business Actors, 2) and repressive, such as Complaints and Dispute Resolution, Compensation, Administrative and Criminal Sanctions and Return of Goods and Money, therefore to increase the effectiveness of preventive and repressive legal protection for consumers in purchasing goods through electronic transaction systems, There needs to be several steps that can be taken such as consumer education, stricter supervision, stricter sanctions, simplification of the dispute resolution process, transparency and accountability of business actors and

regulations related to personal data protection must be tightened and applied consistently to ensure the security of consumer data in electronic transactions. By implementing these measures, it is hoped that legal protection for consumers in electronic transactions can be more effective, so that consumers feel safer and more protected in transacting electronically.

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