

Legal Protection for Consumers in the Implementation of Electronic Trading Contracts

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ABSTRACT

Destination from study this for knowing like what procedure transact sell buy in maintenance system electronic through online application and aim also for knowing like what analysis protection law moment maintenance transaction sell buy via the internet. Method approach taken is method approach normative juridical emphasis on aspect regulation source legislation the data from the secondary data it consists of from ingredient primary laws , materials law secondary and ingredient law tertiary with method data collection with through method studies library (library research). Data analysis was performed start from hierarchy regulation legislation and opinion para expert . Results study this form how procedure transaction electronic through application topeia , open lapak , shoppe and so on . Source law contract electronics , rights and obligation perpetrator effort and buyers , developments transaction electronic as well as settlement dispute .

Keywords: Legal Protection, Consumers, Electronic Transactions

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INTRODUCTION

Based on Article 1 Paragraph 3 of the 1945 Constitution mandates that Indonesia is country law (*rechtstaat*) which means all something aspect life nation and patriotic run based on law . Law is divided into two general categories, namely private law and public law.

As a rule of law, all aspects of life including *legal events which are legal actions* and/or *legal events which are not legal actions* must comply with applicable law. In addition, all parties involved in *legal events that are legal actions* and/or *legal events that are not legal actions* must be protected by (state) law. One of them is regarding the parties who carry out legal actions in the form of agreements or contracts. It is based that all inhabitant country have equal rights up front law and government (*supreme law*).

Protection para party in case engagement or agreement form protection consumer as part from para party the . Consumer is every user goods or available services in society , fine for interest self themselves , their families , other people and creature another life that doesn't traded .

Consumers have the right to be protected by law and by the state. This is as explained in the Law of the Republic of Indonesia Number 8 of 1999 concerning Consumer Protection. In Article 4 Paragraph (8) it is stated that:

" The right to receive compensation, compensation and/or reimbursement if the goods and/services received are not in accordance with the agreement or not as they should be."

This is also based on Article 27 Paragraph (1) which reads *" all citizens have the same position before the law and government, there are no exceptions"*.

law includes civil law, namely the law that regulates legal relations between communities or private legal entities. In private law regulates provisions regarding engagement, purchase and sale agreements and so on. Private law is an independent law that is free from anything to do with the state. One aspect that is regulated in private law is regarding agreements or agreements. Consumers are a party that is so weak compared to business actors.

Consumer protection is quite well known in western countries. And one of them is in European and American countries which already have rules regarding consumer protection. There are also international organizations such as the United Nations which issued resolution No.39/248 of 1985. In this resolution the interests to be protected are.

1. Protect consumers from the impact of hazards to health and safety;
2. Promotion and protection of the socio-economic importance of consumers;
3. Availability of adequate information to consumers to improve their ability to choose the right choice and according to their needs;
4. consumer education;
5. Replacing losses effectively;

And protection for consumers in terms of material or formal is seen as very important , to see the rapid science and technology that functions in the movement of production resources and the ability of entrepreneurs for goods or services produced to achieve business targets. In order to achieve full compliance with the protection the

interests of consumers is an important matter that must be found a solution, especially in Indonesia .

As a form of one of the principles of freedom of contract, the number of agreements has various forms, one of which is an electronic agreement. As for technological advances, every legal subject can easily make agreements with one another using the help of internet technology even though the parties cannot meet in person. Technological developments have also led to an increase in online trading transactions and during the current Covid-19 pandemic, online trading transactions are increasing, as a solution to not being able to trade freely due to restrictions on social activities. ²

A sale and purchase agreement is an agreement or agreement in which one party binds itself to surrender an object while the other party binds itself to pay the price that has been promised.

In Indonesia itself, they have started using a buying and selling system, namely *e-commerce*. Law No. 19 of 20'6, in the provisions of Article 1 number 2 concerning information and electronic transactions, states " Electronic transactions are legal requirements that are carried out using cellphones, computers or other electronic media " . Electronic buying and selling transactions are a form of provision in the electronic transaction process which has a high risk, one of which is the occurrence of fraud. So in this case the writing will discuss aspects of electronic law and its protection. In online buying and selling transactions, both parties.

order decency . " An agreement between two or more parties gives rise to rights and obligations to each - each party so that if one party does not fulfill its obligations voluntarily, the other party can sue it .

However, what we need to know is that the principle of freedom violates the terms of a valid agreement in the Criminal Procedure Code. And the agreement of the parties means that there is an agreement of free will between the parties regarding the main things desired in the agreement.

First, the agreement of the parties. The agreement means that there is a free will agreement regarding the main things desired in the agreement. In this case, The parties must have free will (voluntarily) to commit, where the agreement can be expressed expressly or tacitly. Free means free from oversight (*dwaling, mistake*), coercion (*dwang,dures*), and fraud (*bedrog,fraud*)

Contrarily , based on Article 1321 of the Criminal Code, the agreement becomes invalid, if the agreement does not occur because of elements - element of oversight, coercion, or deception.

Second , Proficiency para party . According to Article 1329 of the Civil Code , on basically everyone 's talking in make an agreement , except determined no competent according to law .

Third , about something Thing certain . Certain things it means is what was promised n rights and obligation second split party , the goods are not determined in agreement meant kind . According to Article 1333 Criminal Code , object agreement the must covers tree goods certain at least can be specified kind . Article 1332 Criminal Code determine that object agreement is tradable goods .

In Thing this our must differentiate Among provision subjective and provision objective . On condition Thing objectively , if provision the not complete , then

agreement the will null and void . Max u dnya namely : From the first no once make a agreement and no there is also one engagement . In condition Thing subjective , if provision the not completed , agreement the no null and void , however adjacent party have right for To do request for agreement the canceled .

To overcome problems that have legal relations related to information and electronic trading. The Indonesian government issued Law No. 19 of 2016 concerning Information and Electronic Transactions.

The Ministry of Communication and Information Technology initiated the birth of the ITE Law in Indonesia. The existing law is above the legal treatment contained therein and in this case, the general reference used is the Criminal Code as well as Law Number 19 of 2016 concerning Information and Electronic Transactions.

Internet users promise convenience in conducting electronic transactions, it does not mean that electronics are a safe device from problems , advances in technology, will definitely still provide problems.

The development of buying and selling via the internet causes many problems to arise. Writing this scientific paper tries to describe the formulation of the problem based on the description of the background above. First, what is the procedure for buying and selling transactions in the administration of electronic systems through online applications; and second, how is the legal protection in the implementation of buying and selling transactions in the implementation of electronic systems.

METHODS

For get data and welding about all something related with tree problem , needed something guidelines so - called research methodology research . In study this writer use method as following :

1. Approach Method

In writing this article, the author uses a normative juridical approach, namely legal research aimed at obtaining normative knowledge about the relationship between things regulations with other regulations and application in practice. In normative legal research, secondary data is examined at first and then followed up with research on primary data in the field or on practice.

2. Research Specifications

The research specifications used in this study are analytical descriptive, namely research that aims to describe a situation or object in its actual state, systematically and the characteristics of the subject or object are examined accurately, but with certain beliefs make decisions or laws that are applicable in relation to legal theories and the practice of law enforcement.

3. Data Source

Based on the type and form , the data needed in this study are primary and secondary data. By definition, primary data is data obtained directly from data sources through research in the field. Primary data can form results observation terhadpat something objects , events , activities and results testing . Secondary data that is the data found in ingredient library . Secondary data consists of primary legal material, namely the Civil Law Code (KHU Civil). RI Law No. 19 of 2016 concerning

amendments to Law No. 11 of 2008 concerning Information and Electronic Transactions. Book of Commercial Law Law, Republic of Indonesia Law No. 7 of 2014 Concerning Trade. Law No. 8 of 1997 concerning Company Documents, secondary legal materials, namely legal materials obtained which support and support data obtained from prime legal materials, include among others: books, journals, articles, lecture materials and other literature related to the subject matter. And as consumers it is regulated in Consumer Protection Law Number 8 of 1999 concerning Consumer Protection of the Republic of Indonesia which is based on the 1945 Constitution Article 5 paragraph (1), Article 21 paragraph (1), Article 27, and Article 33. As well as ingredients tertiary law, namely research materials that support and support data obtained from primary legal materials and secondary legal materials including the Big Indonesian Dictionary, encyclopedias, etc.

RESULTS AND DISCUSSION

1. Procedures for Electronic Buying and Selling Transactions Through Online Applications

Online buying and selling transactions are buying and selling carried out through online media or applications. In making buying and selling transactions online, the seller does not have to meet the buyer. This electronic transaction has been regulated in the electronic information and transaction law in article 1 paragraph 2 which reads " *Electronic transactions are legal actions carried out using computers, computer networks, and/or other electronic media .* " Contracts in electronic transactions are not the same as direct contracts, in general electronic transactions are carried out through writing. Items posted on social media and include a description and price of the item. Then consumers who buy must, make payments according to price and add shipping costs .

Several processes or procedures for buying and selling transactions online, among others as follows:

- The first process is visiting online learning sites or logging in through online applications, some examples of online applications that are already available, such as Shopee, Lazada, Tokopedia, etc. When already come in , us could To do search the goods we want .
- If already find type our stuff search , direct just push wrong one the convenience you get from transaction sell buy online is , para consumer no need confused for shop necessity and needs type a pa course , because on online application no only send goods from in country . Therefore, there are many various kinds of online shopping applications. For example, like Shopee ,

Shopee is wrong one application starting online shopping entered Indonesia on 2015 to be precise at the end month june . Shopee also is child company based in singapore . Application this have advantages like many available categories , website responses are spelled out fast , simple display however Interesting , available .

Explanation Specific goods available chat room feature for bid goods , there is free postage k i ream. the success of this marketplace is promotion in time short , user shoppee not lost many from application the competitor .

2. Legal protection for consumers in electronic buying and selling transactions is reviewed from the laws and regulations

Legal protection is an effort to fulfill rights and provide assistance to give a sense of trust to victims or witnesses. Because of the weak position of consumers, especially in the process of buying and selling electronic transactions, so it must be protected by law, as well as the purpose of the law is to provide protection or shelter for the community.

Movement protection consumers in Indonesia, including those at YLKI. Then the plan is approved as law . Institution this no just To do study or testing , publishing , however also stage effort advocacy direct through track court .

Transaction sell buy what is done with through *online* or electronic media allowed for done , because until now this occur ban about Thing it's in Indonesia. In in principle with a number of exception like in chapter 5 paragraph (4) of the ITE Law, the use of online media for transaction sell buy product submitted on freedom each party in determine . Article 19 of the ITE Law states " *para the doing party Transaction Electronic must use system agreed electronics* except for shared letter Constitution should made with form written as well as letter and also document that is shared Constitution want to make with form deed Notary Public or deed made by official make deed so the transaction no legitimate if conducted in a manner electronics .

(1) Consumer rights in article 4 of Law Number 8 of 1999 concerning consumer protection:

- The right to comfort and safety in consuming goods and/or services. This right is intended to guarantee security and safety in using the goods or services it gets so that consumers can avoid losses both physically when using a product .
- The right to choose goods and/or services and to obtain said goods and/or services in accordance with the exchange rate and the conditions and guarantees promised. This right intends to give freedom to consumers to choose certain products or goods according to their needs. Consumers have the right to buy or not a product, including choosing both in terms of quality and quantity.
- The right to clear and honest information regarding the conditions and warranties of goods and services. This right is intended so that consumers can get an appropriate picture about a product. Because of this information, consumers can choose the product they need and also to avoid side effects from using the product, besides that, the full address of the seller or business actor has expired.
- The right to hear opinions and complaints about the goods and or services used. This right is to avoid self-harm, this right can be in the form of questions about various things.

(2) Consumer obligations as follows:

- read or follow information instructions and procedures for using or utilizing goods and services, for security and safety;
- good faith in conducting transactions of goods and services;
- -pay according to the agreed exchange rate;
- Participate in efforts to resolve consumer protection disputes in an appropriate manner.

(3) Consumer Law Resources

In addition to the consumer protection law, consumer law is also found in various laws and regulations, it has been answered that the consumer protection law has been in effect since it was enacted on April 20, 2000. Even though the general legislation that applies contains various rules relating to consumer issues. Although these laws and regulations are not specific, they are a source of law as well as from law.

Consumer law in civil law

Civil law principles are generally found in civil law books, the Criminal Code contains various legal rules relating to legal relations and problems between business actors as providers of goods and services and consumers who are users of these goods or services as well as in the book of laws. The Commercial Law, both the first book and the second book that appeared, especially insurance and shipping services. In the 1365 market book of the Civil Law Code up to article 1380, these articles regulate the form of responsibility for acts against the law of other people and goods under their control. Pasal 1367 Indonesian Civil Code says, "A person is not responsible for losses caused by the actions of people who are his responsibility or caused by people who are under his supervision."

Consumer law in public law

By public law is meant the law that regulates relations between countries and their citizens. Including public law and especially within the framework of consumer law and/or consumer protection law are state administrative law, criminal law, civil procedural law or criminal procedural law and international law, especially international private law.

Law No. 8 of 1999

In Law No. 8 of 1999 it systematically covers efforts to protect consumers to meet their needs as consumers. Based on the provisions of Article 1 paragraph (1), the definition of consumer protection includes all efforts to ensure that consumers comply with legal protection. This protection includes protection so that consumers do not receive goods or services that are not in accordance with the agreement or violate the provisions of the law. The following are the five principles contained in the provisions of Law 8/1999 article 2 regarding consumer protection, namely benefits, fairness, balance, consumer security and safety and legal certainty. And also the rights of consumers have been obtained in Article 4 paragraph 8 if the business actor violates the prohibition on trading goods and or services that are not in accordance with promises.

Trade Laws

The rapid growth of e-commerce, many rules relating to e-commerce or electronics have been regulated in the 2014 Law Number 7 concerning trade. These e-commerce arrangements provide clarity and understanding of what is meant by trading through electronic systems (PMSE) and provide protection and certainty for sellers. The trade law stipulates that every business actor who trades goods and services using an electronic system must provide complete and correct data and information and also business actors are not permitted to sell goods or services using an electronic system that does not match the data or information as well as the electronic system must meet the requirements set out in the Electronic Information and Transaction Law.

4) . Principles of Consumer Protection

The principles that arise in the position of consumers in relation to law and business actors originate from doctrines or theories that are known in the course of the history of consumer protection laws, including this group, consumer organizations, non-governmental organizations. non-governmental consumer protection institutions (LPKSM) need to be properly monitored by business actors and consumers who are solely pursuing profit while ignoring the quality of goods. The duties and powers of non-governmental consumer protection institutions are contained in Law Number 8 of 1999 Article 44 concerning consumer protection which states that:

- The government recognizes non-governmental consumer protection institutions that meet the requirements.
- Non-governmental consumer protection institutions have the opportunity to play an active role in realizing consumer protection.
 - a) Disseminating information in order to increase awareness of the rights and obligations and prudence of consumers in consuming goods and/ services;
 - b) Provide advice to consumers who need it;
 - c) Cooperate with related agencies in an effort to realize consumer protection;

5). Foundation Indonesian Institute

Consumer organizations are non-governmental organizations engaged in consumer protection. In all activities, of course consumer organizations such as the Indonesian Consumers Foundation (YLKI) act according to their capacity as consumer representatives. At first, this foundation only wanted to confront business actors, especially with the government because the Indonesian consumer organization foundation has the goal of protecting consumers, protecting the eyes of business people and helping the government.

The Consumer Dispute Settlement Agency in addition to the general court The Consumer Protection Act creates innovation by providing facilities for consumers who feel disadvantaged by filing lawsuits for business actors outside the court, namely the Consumer Dispute Settlement Agency. The lawsuit procedure was carried out voluntarily by both parties to the dispute. This applies to individual lawsuits while group lawsuits must be carried out through general courts. The duties and authorities of the consumer dispute resolution agency are contained in Law Number 8 of 1999 regarding consumer protection, including:

Carrying out the handling and resolution of consumer disputes in Indonesian contract law also known as what are called complementary legal provisions, these provisions are available for use by both parties who make an agreement if it turns out that the agreement made regarding a matter turns out to be incomplete or has not regulated a matter. If in carrying out electronic transactions there are problems or default disputes, then each party can seek a solution to these provisions, the debtor lies the obligation to fulfill the achievements and if the obligations are not carried out and are not under coercive circumstances, then the debtor is deemed to have defaulted (breaking a promise) . Default is a situation where the debtor does not do what he promised.

E-commerce will basically create a document in electronic form, which has several elements, namely electronic information, digital electromagnetic, analog, optical and the like. Then it can be seen, it can be displayed or heard via a computer or electronic

system, not limited to writing, sound, photos, designs, or the like. Even though electronic transactions are relatively easy and provide several advantages, they cannot be separated from problems or disputes. Here are some ways to resolve disputes over electronic buying and selling transactions.

Completion Dispute kindly Peace

Electronic transactions provide the possibility of disputes occurring as in trade carried out in the conventional way. The more and wider the buying and selling activities, the higher the chance for disputes to arise, this makes a lot of disputes to be resolved. This dispute can occur because of a breach of contract or an act against the law. These disputes can be resolved by litigation or non-litigation. Still, as mentioned earlier, e-commerce was created with the aim of eliminating barriers to conventional types of business in the form of meeting face to face so that time and place are limited, besides that paper is also needed to become a document.

The E-commerce model in buying and selling transactions can be done without face to face, therefore, this type of dispute resolution that takes a lot of time, costs and has too many formalities is essentially a dispute resolution model that is not expected in e-commerce. Settlement of disputes by peaceful means is better known as a settlement by way of consensus deliberation, while adversarial settlement is better known as a settlement by a third party who is not involved in the dispute.

The principle of the judge is passive. Meaning that is second party can stop dispute when just and the judge doesn't can obstruct and negotiation can conducted with method direct Among seller and buyer, fine meet in a manner direct if second party distance close and use e-mail if second party far away. Mediation is settlement which dispute _ party third follow as well as in the solution. Mediation Becomes wrong one type selected solution _ by second split disputing party _ in case of e-commerce, through mediation party neutral third _ will sit together with second split party and with method active quick help second party in effort can find fair deal _ as well as satisfying for second party.

CONCLUSION

The importance of legal issues in the field of E-commerce, namely providing protection for consumers who transact via the internet if they cause losses caused by business actors, which has been regulated in Law Number 8 of 1999 concerning Consumer Protection, hereinafter referred to as UUPK.

Consumer protection law for buyers is a very important or main thing in buying and selling transaction activities, because it can produce security and prevent losses for the buyer as a consumer.

Referring to the ITE Law and PP PSTE, online buying and selling transactions are recognized as legal and accountable electronic transactions. the object of the transaction may not conflict with laws and regulations, decency and public order.

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