



ANALYSIS OF CONSUMER LEGAL PROTECTION ON SELLING ONLINE TRANSACTIONS

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Abstract

Trading transactions via the internet are different from shopping or trading in the real world. Through e-commerce, buyers (buyers) access the internet to websites, which then buyers (buyers) look for the desired item. If you have found the desired item, the buyer sends an offer on the seller's page, calls, or sends a short message to the seller.

The legal requirements of an online sale and purchase agreement viewed from Law Number 11 of 2008 concerning Electronic Information and Transactions fulfill the legal requirements of an agreement Article 1320 Civil Code, namely agreements, skills, certain matters, and legal reasons.

Although there is one of the legal requirements of the agreement that is not fulfilled, namely regarding the skill requirements of the parties, agreements that buy and sell online through rekber remain valid and binding and become legal for the parties because skill requirements are included in subjective conditions where a condition is not fulfilled in the agreement does not cause the agreement to be invalid, but the agreement can be requested for cancellation; and legal protection for buyers and sellers who use joint accounts regulated in the UUPK, namely in Article 4 concerning consumer rights, among others, obtaining goods that are in accordance with exchange rates and conditions and guarantees, obtaining information about goods, and obtaining compensation, Article 5 concerning the obligation of consumers, among others, to follow the procedure for the use of goods, has good intentions in carrying out goods purchase transactions, and pays as agreed.

KeyWord : *UU Konsumen, UU ITE, Jual-Beli, Online*



A. Introduction

The development of technology and communication is something that cannot be avoided in the current era of globalization because the development of technology and communication will run according to the development of science. The development of information and communication technology must be interpreted as a motivation for humans to evaluate and study this technology as a basis for lifelong learning. The development of technology and telecommunications has caused the world to become borderless and cause significant social changes to take place quickly. However, even though it was originally created to produce positive benefits, it also allows for negative things.

This trade activity by utilizing internet media is known as electronic commerce or abbreviated as e-commerce. E-commerce is a process of buying and selling goods or services carried out through computer networks, namely the internet. Buying and selling on the internet can streamline and streamline time so that someone can make transactions between people everywhere and anytime. All of these buying and selling transactions through the internet are carried out without any face-to-face meetings between the parties, they base the sale-purchase transaction on mutual trust, so that the sale and purchase agreement that occurs between the parties is carried out electronically.

Through e-commerce all formalities commonly used in conventional transactions are reduced, besides of course consumers also have the ability to collect and compare information such as goods and services more freely without being limited by boundaries (borderless). Cash Pay is an online payment system that is also a manager of one website that requires users to become members themselves, cash pay users simply create their own account. Joint Account, hereinafter referred to as Rekber, is an intermediary or third party that assists the security and convenience of the buyer's online transactions.



B. Literature Review

The practice of buying and selling online in practice raises several problems, for example, buyers who are supposed to be responsible for paying the price of the product or service they buy, but not making payments. For parties who do not carry out their responsibilities in accordance with an agreed agreement, they can be sued by parties who feel disadvantaged to get compensation.

Article 1320 of the Civil Code, hereinafter referred to as the Civil Code stipulates that the agreement must meet the legal requirements of the agreement, namely agreement, skills, a certain thing and a reason that is lawful. If it is fulfilled the four legal requirements of the agreement, then the agreement is valid and binding on the parties. If you see one of the legal requirements of the agreement in Article 1320 of the Civil Code, namely the existence of skills, it will be a problem if the parties in buying and selling via the internet are minors, this might be because finding the right identity through internet media is not easy.

Another problem is the use of rekber services that are widely used at this time. Rekber was present in 2006 when buying and selling online was increasingly crowded which was also accompanied by fraud-fraud. Rekber service owners can anyone from being a member of a particular site containing buying and selling. A consumer of a joint account user can handle transactions ranging from tens of thousands to tens of millions of rupiah, and rekber gets a fee depending on the transaction amount of the customer.

Article 1 number 6 of Act Number 11 of 2008 concerning Information and Electronic Transactions, hereinafter referred to as the ITE Law stipulates that the implementation of an electronic system is the use of electronic systems by state administrators, people, business entities and / or communities. In this case the organizer of the electronic system is rekber. Furthermore, Article 15 paragraph (1) of the ITE Law stipulates that every provider of electronic systems must carry out electronic



systems safely and is responsible for the operation of the electronic system accordingly.

Problems that arise with the use of joint account services when a joint account user defaults on the parties to the sale and purchase agreement. Someone can simply register as a member on a particular site to become a joint account. The procedure that is filled in by a joint account is not necessarily entirely true and is not something that a receptor cannot fill in a fake identity. The joint account management website does not have data that can determine whether the identity is genuine or fake and is not responsible if there are problems related to the use of joint account services. The use of a joint account service that is supposed to guarantee security under Article 15 paragraph (1) of the ITE Law is still open to the possibility of default for consumers to make online transactions. Therefore, the authors propose the research title, which is about "Legal Protection in Online Buying and Selling Transactions".

B. Research Methods

This study is a normative legal research (normative juridical), namely research conducted and submitted to various written legislation and various literature relating to problems in the thesis. This normative juridical study is also called doctrinal legal research, as stated by Wigjosoebroto who divides legal research as follows:

- a. Research in the form of a positive legal inventory effort.
- b. Research in the form of efforts to discover the principles and basics of positive law (dogma or doctrinal) philosophy.
- c. Research in the form of an effort to find a law in concreto that is feasible is applied to solve a certain case.

Normative legal research includes research on legal systematics, research on the levels of vertical and horizontal synchronization, comparison. law and legal history. Legitimate Terms of Online Sale and Purchase Agreement Viewed From Law Number 11 Year 2008 concerning



Information and Electronic Transactions. In e-commerce transactions, the parties involved in carrying out legal relations are poured through a form of agreement or contract carried out electronically and in accordance with Article 1 point 17 of the Information & Electronic Transaction Law (ITE) referred to as an electronic contract namely agreements contained in electronic documents or other electronic media.

According to Sutan Remy Sjahdeini, e-commerce is a business activity involving consumers (consumers), manufactures, service providers, and intermediaries using computer networks, namely the internet. According to Julian Ding, as quoted by Mariam Darus Badruzaman, the definition of e-commerce is as follows: "Electronic Commerce, or E-commerce, as it is also known as a commercial transaction and purchaser or parties in similar contractual relationships for the supply of goods, services or the acquisition of" right ". This commercial transaction is executed is entered into electronic medium (or digital medium) when the physical parties are not required. And the exits medium in a public network or system as opposed to a private network (Closed System). The public network system must be considered an open system (the internet or the world wide web), the transactions are concluded regardless of national boundaries or local requirements.

(Electronic Commerce Transaction in the free sense is a trade transaction between the seller and the buyer to provide goods, services or take over rights. This contract is carried out with electronic media (digital medium) where the parties are not physically present and this medium is in a public network with open system, the internet or the world wide web, this transaction occurs regardless of national boundaries and requirements.)

Based on the above understanding, some elements of e-commerce can be drawn, namely:

- a) There are trade contracts;
- b) The contract is carried out with electronic media;
- c) Physical presence of parties is not needed;



- d) The contract occurs in a public network;
- e) The system is open, namely with the internet;
- f) The contract is independent of national jurisdiction.

Related to the existence of a trade contract, the legal relationship between e-commerce actors arises. Edmond Makarim divides the types of legal relationships that occur in e-commerce transactions not only between entrepreneurs and consumers, but also with those below:

- a) Business to business: transactions that occur between companies in this case, both buyers and sellers are a company and not individuals. Usually this transaction is carried out because they have known each other and the sale and purchase transaction was carried out to establish cooperation between the company.
- b) Business to customer: transactions between companies and consumers / individuals. In this type of transaction is distributed in general, and consumers who take the initiative to make transactions. Producers must be prepared to receive responses from these consumers. Usually the system used is a web system because this system has been used in the community.
- c) Customer to customer: buying and selling transactions that occur between individuals and individuals who will sell goods.
- d) Customer to business: transactions that allow individuals to sell goods to the company.
- e) Customer to government: buying and selling transactions carried out between individuals and the government, such as, in paying taxes.

Thus, parties who can be involved in an electronic sale and purchase transaction, not only between individuals and individuals but also with a company, a company with a company or even between individuals and the government. The condition is that the parties, including civil, have met the requirements to be able to do a legal action in



this case the legal relationship of sale and purchase. E-commerce transactions involve several parties, both those involved directly and indirectly, depending on the complexity of the transactions carried out. This means that all transaction processes are carried out online or only a few steps are carried out online. If all transactions are done online, starting from the transaction process to payment. According to Budhiyanto, as quoted by Didik M. Arief Mansur and Elisatris Gultom, identifying parties involved in e-commerce transactions consisted of:

- a) Merchants, namely companies / producers that offer their products through the internet. To become a merchant, one must register as a merchant account with a bank, of course, so that merchants can receive payments from customers in the form of credit cards.
- b) Consumers / card holders, namely people who want to obtain products (goods / services) through online purchases. Consumers who will shop on the internet can be individuals or companies. If consumers are individuals, then what needs to be considered in e-commerce transactions is how the payment system is used, whether payment is made using credit cards (credit cards) or allow payments to be made manually / cash. This is important to know, considering that not all consumers who will shop on the internet are credit card holders. A credit card holder is a person whose name is printed on a credit card issued by the issuer based on the agreement made.
- c) Acquirer, namely an intermediary for billing (between seller and publisher) and payment intermediary (between holder and publisher). Billing intermediary is the party who continues billing to the issuer based on the bill that goes to him given by the seller of goods / services. Intermediary payment (between holder and publisher) is a bank where credit card payments are made by the owner of the credit card / card holder, then the bank that receives this payment will send the payment money to the issuer.
- d) Issuer, a credit card company that issues cards. In Indonesia there are several institutions that are permitted to issue credit cards, namely:



1. Banks and non-bank financial institutions. Not all banks can issue credit cards, only banks that have obtained permission from Card International, can issue credit cards, such as Master and Visa cards.
2. Non-bank companies in this case PT. Dinner Jaya Indonesia International who made an agreement with a company that is abroad.
3. Companies that open branches from holding companies overseas, namely American Express.
4. Certification Authorities, namely neutral third parties that hold the right to issue certification to merchants, to issuers and in some cases given to card holders.

If e-commerce transactions are not fully conducted online in other words, only the transaction process is online, while payments are made manually / cash, the acquirer, issuer and certification authority are not involved. In addition to the parties mentioned above, other parties whose involvement is not directly in e-commerce transactions, namely shipping services (expeditions). An e-commerce transaction is also a sale and purchase agreement that is the same as conventional buying and selling in general. In an e-commerce transaction it also contains a principle of consensualism, which means an agreement from both parties. This offer and acceptance is the beginning of an agreement between the parties concerned.

This online bidding and acceptance process is no different from the general bid and acceptance process. The difference is only in the media which is used, the e-commerce transaction media used is the internet. Article 19 of the ITE Law states that the parties making electronic transactions must use an agreed electronic system ". So before making an electronic transaction, the parties agree on an electronic system that will be used to conduct transactions, unless otherwise determined by the parties, electronic transactions occur when the offer of the transaction sent by the sender has been received and approved by the recipient as specified in Article 20 paragraph (1) ITE Law.



Then, in this case a new electronic transaction occurs if an offer is sent to the recipient and there is an agreement to accept the offer after the offer is received electronically. Article 20 paragraph (2) of the ITE Law states "Approval of electronic transaction offers must be made with a statement of acceptance electronically" . The next stage after the agreement is reached by the parties is to make payment. Payments can be made by cash, transfer via ATM, credit card, or third party intermediaries such as rekber (joint account). When the payment has been completed, the item will be sent by the seller to the buyer using a shipping service. Shipping costs can be borne by the buyer or seller depending on the agreement of the parties.

Legal Protection For buyers and sellers who use a joint account

1. Consumer Rights

Consumer rights according to Article 4 of Act Number 8 of 1999 concerning Consumer Protection are as follows:

- a) The right to comfort, safety and safety in consuming goods and / or services.
- b) The right to choose goods and / or services and obtain said goods and / or services in accordance with the exchange rate and conditions and guarantees promised.
- c) Right to information that is correct, clear and honest regarding the condition and guarantee of goods and / or services
- d) The right to hear opinions and complaints about the goods and / or services used.
- e) The right to get guidance and consumer education.
- f) Right to be treated or served correctly and honestly and not discriminatory.



- g) The right to receive compensation, compensation, and / or reimbursement, if the goods and / or services received are not in accordance with the agreement or not as they should
- h) Rights stipulated in other statutory provisions.

2. Consumer Obligations

Article 5 of Law Number 8 of 1999 states the obligations of consumers, namely:

- a) Read or follow information instructions and procedures for using or utilizing goods and / or services, for security and safety.
- b) Good intention in carrying out purchases of goods and / or services.
- c) Pay according to the agreed exchange rate.
- d) Following the efforts to properly settle the law on consumer protection disputes.

3. Dispute Settlement

There are three ways to resolve consumer disputes, namely:

- a) Settlement of consumer disputes through the courts in the general court, in this case the District Court, High Court, and Supreme Court;
- b) Settlement of disputes through the Consumer Dispute Settlement Agency (BPSK);
- c) Settlement of disputes outside the court in the form of arbitration, mediation and conciliation.

Online sale and purchase agreement is inseparable from the basic concept of the agreement stated in Article 1313 of the Civil Code which confirms that an agreement is an act by which one or more people tie themselves to one or more other people. E-commerce is basically the same as buying and selling in general, where buying and selling occurs when



there is an agreement regarding the goods or services being traded and the price of the goods or services. Online buying and selling and buying and selling in general (conventional) that distinguishes only the media used, if the conventional buying and selling parties must meet directly in a place to agree on what will be traded and what the price of the goods or services.

Whereas in e-commerce, the transaction process that occurs requires an internet media as its main media, so that the process of trade transactions takes place without the need for direct or face-to-face meetings between the parties. The transaction price bargaining process can be done anywhere without having to bring together the seller and buyer in the same place to agree on the price of an item. The online sale and purchase agreement through a joint account actually does not have a significant difference with buying and selling online in general, which distinguishes it from the existence of payment intermediaries, namely joint accounts known as rekber.

Rekber is an intermediary or third party that assists online transactions of buyers and sellers. Basically, anyone who owns a Rekber service can be a member, but to become a Rekber service provider is not just a member. Another requirement that must be fulfilled is that the Rekber account has high popularity and has a high rank so that the Rekber account can guarantee the security of transactions in cyberspace or online. The online sale and purchase agreement through Rekber uses Article 1313 of the Civil Code as the basis of its arrangement so that what is the legal condition of the agreement in the Civil Code can be applied and the validity of online sale and purchase agreements through Rekber can be stated in Article 1320 of the Civil Code, namely:

C. Conclusion

Based on the data and theory described above, conclusions can be drawn including:



1. The legal requirements of an online buying and selling agreement in terms of Law Number 11 of 2008 concerning Information and Electronic Transactions are in principle fulfilled, but in reality there are many buyers who manipulate their age so as if they were adults. This is in practice the practice of buying and selling online is not touched because the general terms of skills have been fulfilled. Therefore it is not the responsibility of the seller. Thus online purchases made by the buyer are lawful.

2. Legal protection for buyers and sellers who use joint accounts is regulated in UUPK, namely in Article 4 concerning consumer rights, among others, getting goods that match exchange rates and conditions and guarantees, obtaining information about goods, and obtaining compensation, Article 5 concerning the obligations of consumers, among others, to follow the procedure of using goods, having good intentions in carrying out goods purchase transactions, and paying according to agreement, Article 6 Consumer Protection Law regulates the rights of business actors who receive legal protection, namely receiving payments in accordance with consumer agreements bad, and still get the right to self-defense appropriately, and thus Article 7 of the Consumer Protection Law states the obligation of business actors, among others, to have good intentions, provide true, clear and honest information about goods, and provide compensation for losses due to the use of goods traded. While the action that can be taken by the seller if there is a problem related to the use of rekber services in an online sale and purchase transaction is to be able to block the account that has been proven to default.

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