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LEGAL PROTECTION OF CONSUMERS AGAINST NON-CONFORMITY OF GOODS IN E-COMMERCE TRANSACTIONS : AN ANALYSIS OF BUSINESS ACTORS' RESPONSIBILITIES

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Abstract: The development of electronic commerce (e-commerce) in Indonesia has simplified the process of buying and selling goods. However, this has also given rise to many legal issues, particularly those related to discrepancies between the information provided by business actors and the goods received by consumers. This situation causes losses for consumers and requires legal protection. The research questions in this study are as follows: (1) how do Indonesian laws and regulations regulate consumer legal protection against product discrepancies in online transactions; and (2) how are business actors responsible for providing compensation to consumers. The research methodology used in this study is normative legal research, which includes legal and conceptual techniques. Among the legal texts used are Law Number 8 of 1999 concerning Consumer Protection, Law Number 11 of 2008 concerning Electronic Information and Transactions and its revisions, and Government Regulation Number 80 of 2019 concerning Commerce Through Electronic Systems. The analysis uses a qualitative descriptive approach. The study findings indicate that consumer legal protection in e-commerce transactions is governed by preventive and repressive strategies. The obligation of business actors to provide accurate, correct, and transparent information about the products they sell is an example of preventive protection. Customers' rights to refund and dispute resolution processes provide some protection in the meantime. In circumstances of non-conforming items, business actors are liable for replacement goods, refunds, or other comparable compensation, which generally reflects the strict responsibility concept in reality. In conclusion, even while normative legal protection for consumers is thought to be sufficient, its application is still not ideal. This is brought about by inadequate oversight, a lack of understanding among business players, and the intricacy of legal relationships in multi-party e-commerce transactions.

Keyword: Consumer protection, E-commerce, Responsibilities of business owners.

INTRODUCTION

Development technology information and communication has change fundamentally the global trade landscape , including in Indonesia. Transactions electronic through e-commerce platforms such as Shopee, Tokopedia, Lazada, and Bukalapak experience growth exponential , especially since the COVID-19 pandemic which accelerated digital adoption by the community . Data from the Indonesian E-commerce Association shows that mark national e-commerce transactions reach IDR 394.9 trillion in 2023 with average growth of 20% per year , while amount internet users in Indonesia have reaching 78.2% of the total population .[1]

Phenomenon This No only reflect change behavior consumption public from transaction conventional face -to- face becomes digital transactions that are non-face and non-sign, but also create complexity law new in matter protection consumers . Marketplace platforms dominate digital ecosystem with control more of 75% of total domestic e-commerce transactions , creating connection unique trilateral law between different consumers , platforms, and sellers fundamentally with transaction trading conventional .

Growth rapidly e-commerce transactions do not balanced with development framework adequate regulation For protect interest Consumers . Settlement Agency Data Dispute Consumers (BPSK) show improvement complaint consumer related digital transactions by 275% in the 2022-2024 period , with majority case involving mismatch goods with description , failure shipping , products false or disabilities , and difficulties consumer in access mechanism settlement effective dispute resolution . According to data from the Indonesian Consumers Foundation (YLKI), around 16% of the public complained in 2017 e-commerce platform services , with 44% of complaints related response slow to complaints , 11% related suspicion fraud , and 8% related cyber crime .[2]

Problems concrete This reflect weakness systemic in implementation protection digital consumers , where consumer face position very weak bargaining position consequence asymmetry information , ambiguity not quite enough answer perpetrator effort , limitations mechanism settlement disputes and complexity jurisdiction in transaction cross- regional. Conditions This exacerbated by harmful practices consumer like a dark pattern in interface design , manipulation algorithms , use of personal data without agreement explicit . Phenomenon increasing complaint consumer related quality goods , delays delivery , up to ambiguity identity seller the more confirm issue vulnerability position consumer in trading electronics .[3]

Study about protection law consumer in e-commerce to become important Because digital transactions give rise to risks that are not found in sell buy conventional , such as fraud , information products that are not accurate , and the difficulty demand accountability perpetrator business . Situation This exacerbated by weakness position frequent consumers No understand his rights in transaction electronics . [4]In addition , the rapid the development of e-commerce has not balanced with implementation effective regulation , so that required analysis to implementation Constitution Electronic Information and Transactions and the Law Protection Consumer For ensure protection consumer running optimally.

[1] Indonesian E-commerce Association (idEA), *Report Indonesian E-commerce Sector 2023* , (Jakarta: idEA , 2023), p . 12; *Compare with* Association Indonesian Internet Service Providers (APJII), *Report Survey Indonesian Internet Penetration 2023* , (Jakarta: APJII, 2023), p. 5

[2] Khatimah , H. (2022). Legal Protection Against Consumer In Online Buying and Selling Transactions on the Lazada and Shopee Apps . Journal Scientific Law, 4(3), 384-404.

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A number of study show that consumer often experience loss consequence mismatch goods with description , delay delivery , fraud , to weakness mechanism settlement dispute .[5] Variables the main ones involved in problem This covering transaction electronics , rights consumer , responsibility answer perpetrator business , as well as effectiveness protection law . Relationship between variables the happen Because characteristics of e-commerce that are not bring together sellers and buyers in a way directly , so that position consumer tend more weak and vulnerable harmed .[6]

Even though Indonesia has own regulations like Constitution Protection Consumers and the Law Electronic Information and Transactions , various studies confirm that its implementation Not yet fully effective in protect consumer from practice a detrimental business . [7]Therefore that , research This focus on consumers e-commerce transactions as subject study Because group this is most often affected in a way directly by weakness regulations and practices digital business . Affirmation return on importance connection between e-commerce transactions and protection law consumer become crucial in project study this , considering increasing dependence society in digital trade demands system protection more laws adaptive and effective .

METHOD

Types of research

This study uses a normative legal research type. The selection of normative legal research is based on the research objective which focuses on the study of written legal norms governing consumer protection in e- commerce transactions . This study does not use field data or empirical data, but rather focuses on the analysis of laws and regulations, specifically Law Number 8 of 1999 concerning Consumer Protection and Law Number 11 of 2008 concerning Information and Electronic Transactions. Therefore, normative legal research is considered the most appropriate for examining legal issues conceptually and systematically within the applicable positive legal framework that legal research methods provide a strong foundation for understanding and examining legal phenomena that occur in society.

Approach Study

The approach used in this research is a legislative approach as the primary approach. This approach was chosen because the research aims to analyze the legal provisions contained in various laws and regulations governing consumer protection in electronic commerce, such as the Electronic Information and Transactions Law and the Consumer Protection Law . Furthermore, this research also uses a conceptual approach to understand legal concepts related to consumer rights and obligations, business actors' responsibilities, and legal protection in electronic transactions.[8]

Research Data Sources

The data sources in this study consist of primary, secondary, and tertiary legal materials. Primary legal materials were chosen because they have binding legal force and serve as the primary basis for the research analysis. Primary legal materials include Law Number 11 of 2008 concerning Electronic Information and Transactions and Law Number 8 of 1999

[5]Wardani, MR, Priyono , J., Wisnaeni , F. (2020). Protection Consumer In Electronic Transactions Through Instagram. Notarius , 13(2), 848-864.
[6] Fista, YL, Machmud, A., Suartini, S. (2023). Consumer Legal Protection in E- commerce Transactions Reviewed from the Perspective of the Consumer Protection Law . Binamulia Hukum, 12(1), 177-189.
[7] Sandhy , P. (2025). Legal Protection for Consumers in Online Buying and Selling Transactions (E-commerce). Legal Dialogue: Journal of Sharia, Jurisprudence and State Administration, 1(2), 110-119.
[8]Muhaimin. (2020). Legal Research Methods. Mataram University Press.

concerning Consumer Protection, as well as court decisions relevant to e- commerce disputes . Furthermore, secondary legal materials are used to provide explanations and academic analysis of the primary legal materials, such as through literature studies. Tertiary legal materials are used as supporting materials to help understand legal terms and concepts, such as legal encyclopedias and other relevant reference sources.[9]

RESULTS AND DISCUSSION

Form Legal Protection for Consumer on Non-conformity of Goods in E-Commerce Transactions

Development transaction trading based electronics (e-commerce) has change pattern connection law between consumers and actors business from the beginning nature conventional become all digital, without face face , and is highly dependent on the information presented virtually . [10]In context this , potential occurrence mismatch goods become the more high , because consumer No own chance For inspect in a way direct items to be bought it . [11]Because of that that , existence protection law become very crucial as instrument For guard balance position between consumers and actors business .[12]

In a way normative , protection law to consumer on mismatch goods in e-commerce transactions in Indonesia are based on several regime law main , namely Constitution Number 8 of 1999 concerning Protection Consumers (UUPK), Law Number 11 of 2008 concerning Electronic Information and Transactions and changes (ITE Law), as well as Regulation Government Number 80 of 2019 concerning Trading Through Electronic System (PP PMSE). Although Thus , the arrangement the Still nature sectoral and not yet fully integrated in One framework comprehensive law , so in in practice Still cause various problem interpretation and implementation .

In perspective right consumer protection law realized through confession to a number of fundamental rights inherent in consumers . UUPK in particular explicit ensure right consumer For get suitable goods with condition , value exchange , and guarantees promised by the perpetrator effort . Mismatch goods in e-commerce transactions in essence is form violation to right said , in particular right on comfort , security and safety , as well as right For get correct , clear and honest information . In digital context , the information conveyed through description products , photos , and review consumer become base main for consumer in take decision . Therefore that , every form deviation information potential cause losses that are not only nature economical , but also destructive trust to system trading electronic That Alone .

Protection the law is also reflected in construction obligation perpetrator business that is preventive . UUPK requires perpetrator business For good faith Good in operate activity his business as well as give correct , clear and unbiased information misleading .[13] Obligation This strengthened in PP PMSE regime which is special arrange trading through system electronics , where the perpetrator business required For convey information product in a way complete and accurate , including specification technical , price , condition goods , as well as Terms and Conditions transactions .[14] With Thus , protection law No only present when dispute occurs (repressive), but also functions as mechanism prevention (preventive) through obligation transparency and accountability information.

[9]Muhaimin. (2020). Legal Research Methods. Mataram University Press.
[10] Edmon Makarim, *Introduction to Telematics Law : A Compilation of Studies* (Jakarta: Rajawali Press, 2013), p . 45.
[11] Abdul Halim Barkatullah, Electronic *Transaction Law in Indonesia* (Bandung: Nusa Media, 2017), p . 112.
[12]Shidarta , *Protection Law Indonesian Consumers* (Jakarta: Grasindo , 2006), p . 27.
[13] Article 7 letters a and b of the Law Number 8 of 1999 concerning Protection Consumers .
[14] Article 9 and Article 11 of the Regulations Government Number 80 of 2019 concerning Trading Through Electronic Systems .

Form protection law of a legal nature repressive realized through existence right consumer For get change loss . UUPK regulates that perpetrator business responsible answer For give compensation on losses experienced consumer consequence items that are not in accordance with agreement . [15]Compensation the can in the form of refund , replacement goods , or form other equivalent compensation . [16]In e-commerce context , mechanisms This often accommodated through internal platform policies , such as feature return goods (*return*) and refund . However Thus , the existence of mechanism based on the platform basically is form implementation practical from obligation the law that has been arranged in regulation legislation.

Beside that , protection the law is also realized through availability mechanism settlement disputes that can accessed by consumers . Formally , consumers can go through track litigation through court and non- litigation pathway through the Settlement Agency Dispute Consumers (BPSK). In addition , in e-commerce practices also develop mechanisms settlement dispute platform - based more fast and efficient . Phenomenon This show existence shift from mechanism settlement dispute conventional towards a more model adaptive to development technology , although from side strength binding and certainty law Still need strengthening more carry on.

However thus , if analyzed more depth , effectiveness protection law the Still face various challenges . First , there is imbalance position bid between consumers and actors business , especially in digital transactions are often bound by clauses detrimental standards consumers . Second , the low level literacy law and awareness consumer in fight for rights . Third , limitations supervision to perpetrator businesses , especially those operating in a way anonymous or cross jurisdiction in digital platforms. Fourth , not yet optimally integration between existing regulations , so that cause potential overlapping overlap and the absence of norms in things certain.

With thus , it can understood that protection law to consumer on mismatch goods in e-commerce transactions in Indonesia in general normative has own sufficient ground strong , good from aspect preventive and repressive . However , in level implementation , still required effort strengthening , good through harmonization regulation , improvement supervision , as well as empowerment consumers , so that the goal protection just and effective law truly can realized.

Responsibilities of Business Actors towards Loss Consumer consequence Non-conformity of Goods in E-Commerce Transactions

In essence , the consequences law from connection contractual between perpetrator business and customers determine obligation perpetrator business in e-commerce transactions . In situation this , the perpetrator business required For ensure goods fulfil his promise besides send goods said . The perpetrator business in a way law required For replace losses suffered customer If happen non-conformity . The provisions of the UUPK, which require accountability perpetrator corporation on the products they sell , in line with idea This .

Obligation kind of This covers various type solution potential , not only One type compensation . The company may must repair products that are not in accordance standard , replace loss customers , or offer other appropriate compensation with loss they . Agreement of the parties or rules governing the e-commerce platform used often determine choice compensation the .

Obligation law For give compensation to customer on losses resulting from the relationship law originating from from agreement electronic reflected in form not quite enough

[15] Article 19 paragraph (1) of the Law Number 8 of 1999 concerning Protection Consumers .
[16] Article 19 paragraph (2) of the Law Number 8 of 1999 concerning Protection Consumers .

answer perpetrator business in situation items that are not in accordance with e-commerce transactions . According to Law No. 8 of 1999 concerning Protection Consumers (UUPK), obligations This nature contractual and includes component important protection .

In a way normative , foundation main For determine type compensation what is mandatory given by the perpetrator business is Article 19 of the UUPK. Clause This highlight obligation perpetrator business For give compensation on losses incurred from Sell items that are not in accordance with condition contract . The act of exchange product , which represents principle fulfillment obligation somebody based on contract is type the most basic accountability in context This is for uphold right consumer For comply provision agreement , replacement product means perpetrator business must return goods to condition as if No happen violation.

One of possible solutions customer For end connection contractual is not quite enough answer in form refund . In matter this , the refund is considered as recovery position law consumers who are harmed and returns mark economics . Approach this is very important especially when goods the No Can replaced or Already No Again beneficial for customer.

Giving compensation addition describe definition compensation based on UUPK, which includes forms proportional alternative with losses suffered besides replacement product or money. Compensation This often in the form of coupons , discounts , or replacement cost certain like fare Send in e-commerce. This is describe tendency towards justice strategies restorative for consumer as well as How advisor law adapt with characteristic digital commerce.

However , the form obligation in the form of repair product show No all mismatch need replacement or full refund . The perpetrator business must take action corrective during product the Still Can repaired For fulfil the requirements set out . Clause This consistent with Article 7 letter g of the UUPK Law , which regulates obligation perpetrator business For give compensation or refund to consumer on losses suffered . However , the agreement from perpetrator business and customers are very important For effectiveness mechanism repair.

Through settlement dispute platform -based , accountability procedural also appears in evolution e-commerce transactions . As a system vendor Electronically , the marketplace offers an integrated complaint , return and refund process . besides play a role as intermediary. Government Law No. 80 of 2019, which requires provider system electronic For offer procedure settlement efficient dispute resolution , strengthening this law . The approach This speed up the completion process external conflict court , but also raises question about Power bid consumer and platform neutrality .

In a way overall , diverse type not quite enough answer show system Indonesian law has take approach comprehensive For protect customer from losses caused by products that do not appropriate . In reality , accountability perpetrator corporation tend follow draft not quite enough answer tight , which makes company responsible answer without must prove error . However , the existence of perpetrator business , efficiency monitoring , and complexity connection law between companies , platforms, and customers in digital ecosystem , giving challenge the largest implementation .

Search more in disclose draft not quite enough answer absolute (responsibility) answer tighter) more common in arrangement obligation perpetrator business in situations involving items that are not in accordance standard . This implies perpetrator corporation Still Can asked accountability without must prove error they . The perpetrators business basically responsible answer For give compensation If they Can show goods received No in accordance standard and already result in loss .

However Thus , the characteristics of e-commerce involve various party cause problem alone in determine subject to be responsible answer . The presence of the marketplace platform as intermediary complicate connection the law that occurs . In one side , the platform provides system transactions and mechanisms complaints , but on the other hand tends to limit not quite enough the answer as facilitator . As a result , in Lots case , responsibility answer still charged to perpetrator business (seller), while the role of the platform is not yet fully optimized in ensure protection consumers .

In in practice , implementation not quite enough answer perpetrator business show enough variety significant . Large e-commerce platform generally Already provide system protection in the form of return goods and funds. However , its effectiveness is highly dependent on compliance perpetrator applicable efforts and procedures . Still found perpetrator business that does not unresponsive , slowing down the claims process , or even reject not quite enough answer .

When the transaction happen through a company operator that does not Can reliable or outside infrastructure official platform, the problem is become Far more complicated . Customer often lack protection adequate legal and technical in condition this . This thing show although standard not quite enough answer Already defined with well , the implementation No ensure adequate protection .

With however , still there is difficulty in apply it in practice , even though the perpetrators responsible business answer on e-commerce transactions have runway strong law . Therefore that , for ensure protection right sincere consumers , very important For grow No only element regulations but also the system supervision and enforcement law.

CONCLUSION

Based on findings study and discussion about protection law consumers on non-conformity goods in e-commerce transactions , conclusion following Can drawn :

1) Law No. 8 of 1999 concerning Protection Consumers , Law no. 11 of 2008 concerning ITE and its changes , as well as PP no. 80 of 2019 concerning Trading Through Electronic Systems provide runway sufficient law adequate for consumers in Indonesia for protected from items that are not in accordance standards in e-commerce transactions . Two components main protection This nature repressive and preventive . Responsibility answer perpetrator business For ensure suitability goods with the promised and for give accurate , transparent and honest information is method protection preventive achieved . While that , right consumer on compensation in case items that are not suitability and availability method settlement through track litigation both litigation and non- litigation offer protection repressive . However , protection law This not enough effective in in practice Because the rules Still nature sectoral and not yet fully aligned .
2) Not quite enough answer perpetrator business on loss emerging consumers from items that are not in accordance in e-commerce transactions almost in a way explicit regulated by law positive Indonesia, especially in related articles with obligation give compensation . Responsibility answer This covers refund , replacement goods and forms compensation similar others . In contextual , obligation This inclined towards the idea not quite enough answer absolute , or not quite enough answer absolute , which makes perpetrator business responsible answer on loss client even without existence proof negligence . However , in reality , the obligation This Not yet implemented as effective as it should be . Supervision that is not adequate , lack of enforcement law , low compliance perpetrator effort , and complexity connection law in e-commerce ecosystem that utilizes market platforms as intermediary is a number of the reason.

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