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Protection of Consumer Rights in Review from Law Number 8 Of 1999 In *E-Commerce Transactions*

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Article	Abstract
<p>Keywords: Transactions; E-commerce; Digital; Regulation; Protection consumer.</p> <p>Article History Received: Jan 13, 2023; Reviewed: Feb 18, 2023; Accepted: Mar 15, 2023; Published: Mar 31, 2023;</p>	<p>Development technology bring impact on the field business trading in a manner online (e-commerce) now growing very rapidly and has swipe system trading conventional going to digital trade. Due to developments e-commerce this needed exists protection right consumer in transaction ecommerce, in law positive in Indonesia protection law for consumer in transaction e-commerce loaded inside regulation Constitution Number 8 of 1998 concerning Protection consumer. Completion Dispute Protection Consumer Completion Dispute in Court Dispute consumer settled in court refers to the conditions Justice general. Constitution Number 8 of 1999 concerning Protection The consumer (UU PK) regulates about election settlement dispute well outside as well as in court depends agreement of the parties to the settlement process dispute protection consumer in court could form lawsuit individual normal lawsuit simple, lawsuit group or lawsuit filed by the agency self-subsistent public protection consumers and government/agencies related. Completion Outside Dispute Court Law no. 8 of 1999 provides authority to the Settlement Body Dispute Consumer for complete dispute outside consumers court. Completion dispute consumer through BPSK is done with method mediation, arbitration, or conciliation</p>

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INTRODUCTION

Current development developing technology rapidly bring big impact in field economy specifically in field business trade. With exists current increasingly technology proceed make a world without current and limitless distance and time no Becomes a hindrance in interact nor do transaction business. Transaction trading now slow sea to

start into the digital age, which was originally through the traditional market in it happen stare advance and payment use method transaction cash now with exists development technology change into the era of transactions conducted online (virtual world). consumers and producers without must stare face. With exists internet brings the world economy enters half new more popular with term digital economics or digital economy. Its existence be marked with the more rampant activity economy that utilizes the Internet as a medium of communication. Trading for example, increasingly many depend on trading electronic or electronic commerce (e-commerce) as a transaction medium. E-commerce now mushroomed in various parts of the world and become a promising market even almost whole product is in e-commerce start from services, food, products house stairs, music, tickets plane, seller beauty, automotive even investment now can be bought through e-commerce. E-commerce has change paradigm business classic with develop interaction models Among producers and consumers in cyberspace (virtual). System trade used _ in ecommerce designed for sign in a manner electronics. Signing electronic this designed start from moment purchase, inspection and delivery.

Medium or means from e-commerce is very diverse start from television, telephone (mobile) and the internet. E-commerce (trade electronics) can interpreted as a business model which inside it possible company or individual can/could buy or sell goods or service through the internet (online media). Could concluded in a manner simple that e-commerce is selling, distributing, purchasing and marketing goods or services that use/rely on system electronic such as television, internet and network technology other.

Through transaction e-commerce, creating a transaction practical business without use paperless (paper) and the parties involved inside it no required for live stare face to face inside do e-commerce transactions, so e-commerce can said as motor mover from economy new in field technology. However from all convenience as well as profit earned from transaction the e-commerce bring impact related negatives _ with problem security and protection law in transact using e-commerce media . Lately _ this there are various cases that arise related about shape fraud / default which tends to be very detrimental consumer as well as problem the law behind it transaction the e-commerce alone. Problem frequent laws appear related about protection law consumer when consumer do transaction e-commerce happens all the time cheating. Fraud the form existence from perpetrator e-commerce business, items purchased, prices goods, as well as payment procedures that have been done by consumers. Fraud the as for example perpetrator from sound / victual store the it turns out is fictitious store, fraud other covers goods sent by the offender effort to consumer experience lateness delivery from what has been agreed and goods the experience damage or no corresponding from items that have ordered, quantity order no corresponding with what was received as well as payments that have been paid by consumers claimed by the perpetrator effort that payment the not yet happened. Because often happen fraud/problems that arise from transaction trading through e-commerce so needed protection right consumer in transaction e-commerce according Constitution protection consumer.

METHOD

In research method research used analysis in a manner d descriptive qualitative with explain in a manner detail methods and procedures in do research this. Deep data processing study this conducted with gather ingredients related literature with object the issues discussed in research this, then classify it in a manner juridical, systematic and logical.

RESULTS AND DISCUSSION

Definition E-Commerce

Growth and development industry e-commerce in Indonesia is not may be in the field adjacent eyes, deep one decades this development e-commerce running very fast almost evenly throughout Indonesian area. Development industry e-commerce create a new paradigm and order new regarding traditional markets to the digital market with utilise e-commerce as a medium in the buying and selling process goods or service because with exists e-commerce give convenience in the trading process. Convenience among other things no need transaction in a manner stare advance, consumers / buyers can buy goods / services wherever and whenever without must come, with exists e-commerce creating online shops as tokopedia.com, www.bhineka.com, shopee.com, www.blibli.com, JD.Id.com, www.lazada.com and many other. Now e-commerce is becoming pusher major digital economy in Indonesia.

Definition Protection Consumer

Consumer is everyone who uses goods and/or available services in Public for interest self yourself, family, other people or creature another life and not for traded. This can in all transaction sell buy direct or online as of now the more lively. Although there is non -face to face transactions face, consumer permanent entitled get appropriate item with notice previously or appropriate item with what was promised. Protection consumer is whole governing rules and laws rights and obligations emerging consumers and producers in his efforts fulfil his needs as well as arrange effort for ensure realization protection law for interest consumer.

Right Consumer

Right as consumer arranged in the Protection Act Consumer Number 8 of 1999 concerning Protection Consumer Republic of Indonesia based on the 1945 Constitution Article 5 paragraph (1), Article 21 paragraph (1), Article 27 and Article 33 which can is known as following:

a. Right for choose goods

Consumer own right full in choose goods to be used or consumed. Not no one is entitled arrange even the manufacturer concerned. Likewise rights _ for inspect quality goods to be bought or consumed later day.

b. Right on compensation and compensation

Consumer entitled get change make a loss or change make a loss on their losses _ accept in transaction sell buy. otherwise _ there is compatibility in picture or quality, consumers own right for submit claim to manufacturer.

- c. Right for obtain decent goods / services _
Consumer entitled get products and services corresponding with agreement written. For example, in online transactions, if there is free of charge service send, p that must applied. otherwise _ accordingly, consumers entitled demand right the.
- d. Right for accept truth from all information is Certain
The most important thing for consumer, for know information what just related _ with the product they are buy. Producer prohibited cover or reduce information related product or the service. For example: if there is disabled or shortage of goods, manufacturers must give information to consumer.
- e. Right on service without discrimination
Behavior discriminatory to consumer is one shape violation to rights consumer. Services provided by the manufacturer no can show difference Among one consumer with consumer other.

Protection consumer needed for create a sense of security for consumer in fulfil need his life. The need protection consumers should too fair and not side. As base formation laws, principles protection consumer arranged in Article 2 UUPK 8/1999, with explanation as following:

Principle Benefit

Consumers and actors effort or producer entitled on the advantages provided. Not may one party, so no there is feeling party benefited or harmed.

Principle Justice

Consumers and producers/actors effort could Act fair with obtain rights and obligations in a manner balanced or evenly.

Principle Balance

Balance Among rights and obligations producers and consumers with refers to the law protection consumer.

Principle Security and Safety

Guarantee law that consumer will obtain benefit from product consumed/used and vice versa product the no will bother safety soul and property the thing.

Protection consumer aim for give certainty, security and balance law Among producers and consumers. Purpose formation protection consumer could explained in Article 3 UUPK 8/1999, which can explained as following:

- a. Increase awareness, ability and independence consumer for protect self.
- b. Lift dignity consumer with prevent they from excesses negative use and/ or service.

- c. Increase empowerment consumer in select, determine, and demand her rights as consumer.
- d. Create system protection pregnant consumers element certainty law and openness information as well as access information.

Protection Right Consumer in Transaction E-commerce According to Constitution Number 8 of 1999 In Transaction E-Commerce.

However in development happen obstacles in transaction e-commerce this is a lot harm deep consumer this as buyer goods/services online which is not could look in a manner real goods or services to be purchased. There is detrimental consumer consequence perpetrator effort in e-commerce this do various cheating. Because that needed clear law and protection law to consumer e-commerce. Constitution Number 8 of 1999 concerning Protection Consumer Becomes umbrella law in problem this.

Guarantee certainty law for consumer in do transaction e-commerce required to use grow trust from consumer about transaction e-commerce. For protect losses this so protection law that can given to consume. So formed Constitution Number 8 of 1999 concerning Protection Consumers (UUPK). In this UUPK arrange about rights and obligations consumers, including:

Article 4

Rights Consumers:

- a) Right on convenience, security and safety in consume goods and/ or services;
- b) Right for choose as well as get goods and/ or service corresponding with score exchange and conditions as well as promised guarantee;
- c) Right on information that is true, clear, and honest;
- d) Right for heard opinions and complaints;
- e) Right for get advocacy, protection, and effort settlement dispute protection consumer in a manner proper;
- f) Right for get coaching and education consumers;
- g) Right for treated or served in a manner true and honest as well as no discriminatory;
- h) Right for get compensation, replace loss and/or replacement, if goods and/or services received no corresponding with agreement or no as should .

Article 5

Obligations Consumers:

- a) Read or follow instruction information and procedures usage or utilization goods and/ or services, for security and safet;
- b) Have faith good in do transaction purchase goods and/ or services;
- c) Pay corresponding with score agreed exchange;
- d) Follow effort settlement law dispute protection consumer in a manner worth.

Besides that, in more clear in Articles 8 and 9 UUPK have arrange about a number of prohibited acts for carried out by the perpetrator effort, in Thing this is about trade

goods and services that are not corresponding with stipulated conditions in UUPK article. In Article 16 UUPK said that perpetrator effort in offer goods and/services through order prohibited for:

- 1) Not keep orders and/or deal time settlement corresponding with what was promised.
- 2) Not keep promise on something service and/ or achievement.

With exists protection law to right consumer in transaction e-commerce could give climate positive in trading based technology because global developments that make We want to or no want to must ready facing the era of digitalization and progress technology in everything field. With exists umbrella law expected transaction e-commerce could walk with both profitable second split party.

Completion Dispute Transaction Business E-commerce

As a consumer We want to get the best service from the perpetrators business. However often action perpetrator effort precisely harm consumer. Food for sale stale, flawed hidden in the items purchased, gifts information that is not correct or action service that is not satisfying is a number frequent problems perceived by consumers even though they has Secrete quite expensive for get something goods or services. Indeed consumer have must right fulfilled by the offender effort that is right on convenience, security and safety in consume goods and/ or services, rights on correct information about circumstances goods and services, rights for get protection and efforts for complete dispute protection consumer with ok. and other regulated rights in Constitution Protection Consumers.

According to Constitution Protection Consumer Number 8 of 1999 settlement dispute can be reached through court or outside court based on choice of the parties to the dispute (juniarti, 2014: 41). Completion Dispute Protection Consumer Completion Dispute in Court Dispute consumer settled in court refers to the terms Justice general. Constitution Number 8 of 1999 concerning Protection The consumer (UU PK) regulates about election settlement dispute well outside as well as in court depends agreement of the parties. kindly general, the process of completion dispute protection consumer in court could form lawsuit individual normal lawsuit simple, lawsuit group or lawsuit filed by the agency self-subsistent public protection consumers and government/agencies related. Type lawsuit this depending on who is harmed, the number of people who are harmed and the magnitude losses incurred. Completion Outside Dispute Court Law no. 8 of 1999 provides authority to the Settlement Body Dispute Consumers (BPSK) for complete dispute outside consumers court. Completion dispute consumer through BPSK is done with method mediation, arbitration, or conciliation.

Constitution Consumer made as guidelines for the perpetrators businesses as well as consumers in transaction e-commerce. With exists regulation Constitution this perpetrator effort could operate his efforts fairly so no harm consumer. Protection consumers are needed in this digital era so that all shape transaction e-commerce could

walk in a manner favorable, profitable second split party as well as could increase country 's economy.

CONCLUSION

In transaction *e-commerce* consumers/buyers own risk make a loss or experience fraud, rights consumer in transaction *e-commerce* is very vulnerable, so consumer transaction *e-commerce* is located in position very weak bargaining. So that in Thing this felt very important for a country for arrange about protection law to consumer. This conducted based on consideration actuality as well as the urgency. Arrangement law in transaction *e-commerce* is for create level the certainty needed in transaction business as well as for protect consumer in transaction *e-commerce* Thing this conducted in framework support growth digital economy in Indonesia. Protection law for consumer must conducted with through approach statutory and conceptual through harmonization law and cooperation with institutions enforcer law other. Protection law to consumer poured in Invite Number 8 of 1999 concerning Protection Consumers. Completion Dispute Protection Consumer Completion Dispute in Court Dispute consumer settled in court refers to the terms Justice general. Constitution Number 8 of 1999 concerning Protection The consumer (UU PK) regulates about election settlement dispute well outside as well as in court depends agreement of the parties. kindly general, the process of completion dispute protection consumer in court could form lawsuit individual normal lawsuit simple, lawsuit group or lawsuit filed by the agency self-subsistent public protection consumers and government / agencies related. Type lawsuit this depending on who is harmed, the number of people who are harmed and the magnitude losses incurred. Completion Outside Dispute Court Law No. 8 of 1999 provides authority to the Settlement Body Dispute Consumers (BPSK) for complete dispute outside consumers court. Completion dispute consumer through BPSK is done with method mediation, arbitration, or conciliation.

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