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***IMPLEMENTATION OF LEGAL PROTECTION FOR CONSUMER RIGHTS  
IN BUSINESS TRANSACTIONS VIA E-COMMERCE PLATFORMS***

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**ABSTRAK**

This research aims to analyze Business Transaction Arrangements through the E-Commerce Platform in Indonesia and to analyze the development of legal protection forms against consumer rights in business transactions through e-commerce platforms, using normative legal research methods. The results of the study show that the regulation of business transactions through e-commerce platforms in Indonesia is contained in several laws and regulations, namely the Civil Code, Law Number 19 of 2016 concerning Electronic Information and Transactions, Law Number 7 of 2014 concerning Trade, Law Number 8 of 1999 concerning Consumer Protection, Government Regulation Number 80 of 2018 concerning Trade through Electronic Transactions. The form of legal protection of consumer rights in business transactions through e-commerce platforms, the form of legal protection arrangements consists of three phases, namely the pre-transaction protection phase, the protection phase during the transaction, and the post-transaction protection phase. The legal protection phase before the transaction consists of establishing consumer protection institutions, e-commerce consumer education, consumer prudence in transactions, and self-regulation by business actors. The protection phase during transactions consists of the authenticity of data messages in contracts and digital signatures, the validity of e-commerce contracts and digital signatures, confidentiality of data messages, security in transactions, availability, and payments in e-commerce transactions. The post-transaction phase consists of the application of a cooling off period and strict liability in the product liability system, dispute resolution in cross-border e-commerce transactions, choosing the law and consumer forum in dispute resolution, alternative dispute resolution (APS), and online dispute resolution (Ads).

**Keywords: Legal Protection, Consumer, E-Commerce.**

**INTRODUCTION**

The development of technology in the business world brings rapid changes to business transactions through the e-commerce platform, this brings changes in the mode of transactions that were originally non-cash transactions between business actors commonly known as direct transactions between business actors with the change in the modernization of digitalization transactions in the era of globalization bringing major changes in the world of business transactions between business actors.

Business activities are defined as business activities carried out by people or business entities (companies) on a regular and continuous basis, namely in the form of activities to procure goods or services, or facilities for sale or rent to make a profit. Thus, activities or businesses in this business field can be divided into the following three fields (Siti Masrohatin, MM, & SE, 2014):

- a. Business in the sense of trading activities (commerce), namely all buying and selling activities carried out by persons or entities, both within and outside the country or between countries for the purpose of making a profit. Examples for this activity are becoming a dealer, agent, wholesaler, shop, and so on.
- b. Business in the sense of industrial activity, which is the activity of producing or producing goods or services whose value is more useful than their origin. Examples of this activity are the agricultural industry, plantations, mining, cement factories, clothing, and so on.
- c. Business in the sense of activities carrying out services, namely activities that carry out or provide services carried out either by an individual or an entity. An example of this activity is carrying out activities for hospitality services, consultants, insurance, tourism, lawyers, accountants, and so on.
- d. Technological advances marked by the emergence of the internet can be operated using electronic media such as computers. Computers are one of the causes of social change in society, namely changing their behavior in interacting with other humans, which continues to spread to other parts of human life, so that new norms, new values, and so on appear (Mansyur & Gultom, 2005).

This information and communication technology has also changed the behavior of society and human civilization globally (Ramli, 2010). Nowadays, advances in information technology, electronic media and globalization occur in almost all areas of life. Technological advances are characterized by the emergence of the internet which can be operated using electronic media such as computers, cellphones, and gadgets.

One aspect of economic activity in the world almost entirely uses internet media. Economic activity using the internet media is known as e-commerce. It should be emphasized that e-commerce is a dynamic set of technologies, applications and business processes that connect companies, consumers and communities through electronic transactions and trade in goods, services and information held electronically (Handayani, 2005).

The presence of the internet, which although still a new industry in the growth phase, which is still changing, and full of uncertainty, has strengthened the belief in the importance of the role of technology in achieving the company's financial goals through modification and efficiency of business processes, namely by utilizing e-commerce. The advantage of e-commerce is that it provides convenience for consumers in transactions, because consumers do not have to meet physically, while for sellers, e-commerce can cut operational costs (Yulia, 2006).

This all-digital internet technology can serve as an effective and efficient strategic promotional arena, as the internet can reach all legal jurisdictions of countries in the world. In contrast to these positive indicators, there are a number of factors that are effectively detrimental to consumer rights. One of these factors is that the products marketed are neither fit for consumer consumption nor in accordance with what is promoted by the business actors, so consumer rights are often ignored by them. For less sensitive parties, the existence of the

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Consumer Protection Law is considered adequate to protect consumers who transact via the internet (Syahputra, 2010).

Economic activities using the internet or e-commerce media on the one hand are very beneficial to consumers, because they have more choices in obtaining goods and services, but on the other hand this type of e-commerce trade can occur violations of the rights of consumers which are very risky in the field, so it is very important in the author's view that the actualization of the application of efficient regulations on the form of legal protection of consumer rights in business transactions through the e-commerce plate form.

Disputes or disagreements in various business activities are actually something that is not expected to happen because it can result in losses to the parties to the dispute, whether they are in the right position or in the wrong position. One thing that is often encountered in this kind of situation is the emergence of disputes or disputes. Disputes are a part of human life. Therefore, disputes cannot be separated from human life.

Another right that is very important but cannot be realized in e-commerce transactions is the right to guarantee the confidentiality of personal data belonging to consumers by business actors, this right has not been accommodated in the consumer protection law. The guarantee of data confidentiality is very important to be maintained by business actors for the safety and comfort of consumers in transactions through e-commerce, because if the business actors act fraudulently, then the personal data can be traded to other parties for promotional purposes. compared to transactions in the real world, transactions or buying and selling relationships in this virtual world have the potential for crime or at least harm to other parties, which is much greater, in addition to the benefits of each party. This is due to the easier interaction between business actors and consumers that transcends the boundaries of nation states (Kartiko, Hudiarini, & Nurfitriasih, 2023).

In terms of business transactions, it should also utilize the principle of equality and fairness in the economy, which focuses on the need to ensure that all parties involved in a business transaction or agreement are treated fairly and equally (Abdullah & Madrah, 2021). This means that the principle of equality in business ensures that no discrimination is made based on race, religion, gender or other factors. All individuals and groups have the same right to participate in business opportunities and get fair treatment in all aspects.

The principle of equality is able to avoid fraudulent or exploitative practices that harm one party. Businesses that use the principle of equality do not use tactics that mislead, deceive, or manipulate information in order to gain unfair advantages. Based on the explanation above, it is interesting for the author to research a thesis entitled "Application of legal protection to consumer rights in business transactions through the platform".

## RESEARCH METHODS

To solve a problem to be the subject of discussion, this research uses normative legal research, normative legal research is normative legal research by comparing norms, legal concepts

and regulations in both sources of law and analyzing them with the interpretation method. Normative legal research is a study whose data source is secondary data consisting of primary legal materials, secondary legal materials, and tertiary legal materials (Asikin & Zainal, 2004).

The characteristic of normative legal research is the approach used to examine legal products, both based on literature and laws and regulations, legal principles, and rules governing civil relations related to the problem under study.

### **Research Approach**

Legal research recognizes several approaches that are used to examine each problem or legal issue being studied, the types of approaches in legal research according to Pater Mahmud in his book entitled "Legal Research", namely: (Fajar & Achmad, 2010) statute approach, conceptual approach, and analytical approach.

#### **Conceptual approach**

The conceptual approach departs from the views and doctrines that develop in legal science. By studying the views and doctrines in legal science, researchers will determine the ideas that give birth to legal notions, legal concepts, and legal principles relevant to the issues at hand. Understanding of these views and doctrines is the basis for researchers in building a legal argument in solving the issue at hand (Asikin & Zainal, 2004).

##### **a. Statutory approach**

This approach is carried out by reviewing all laws and regulations related to the legal issues being addressed.

For practical research, the statutory approach will provide an opportunity for researchers to study whether there is consistency and compatibility between a law and other laws or between laws and the Constitution or between regulations and laws (Asikin & Zainal, 2004).

##### **b. Analytical approach**

Analytical approach is an approach to find out the meaning contained by the terms used in the legislation conceptually. By analyzing the meaning of law, legal principles, legal rules, legal systems and various legal concepts (Muhaimin, 2020).

## **DISCUSSION RESULT**

### **Forms of legal protection for consumer personal data**

Article 4 Point i of Law Number 8 Year 1999 on Consumer Protection, one of the rights of consumers is the right regulated in the provisions of other laws and regulations. Therefore, the Consumer Protection Law provides attribution to other laws and regulations to regulate consumer rights in the context of consumer protection. The definition of consumer protection contained in Article 1 Point 1 of Law No. 8/1999 on Consumer Protection is adequate. The sentence that states all efforts to ensure legal certainty is expected as a bulwark to negate arbitrary and harmful actions by business actors only for the sake of consumer protection (Miru & Yodo, 2004).

Therefore, Law Number 8 Year 1999 on Consumer Protection was born. Lex general, general regulations on consumer protection in Indonesia is Law Number 8 Year 1999 on Consumer

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Protection. One of the considerations for the establishment of the law is that in order to improve the dignity of consumers, it is necessary to increase awareness, knowledge, concern, ability and independence of consumers to protect themselves and foster the attitude of responsible business actors (Karo & Prasetyo, 2020).

The reasons that can be put forward for issuing laws and regulations that specifically regulate and protect the interests of consumers can be mentioned as follows (Kristiyanti, 2022):

1. Consumers require separate regulation, because in a legal relationship with the seller, consumers are users of goods and services for their own benefit and not for production or trade.
2. Consumers need their own legal means or events as an effort to protect or obtain their rights. The purpose of consumer protection as described in Article 2 of Law Number 8 of 1999 concerning Consumer Protection explains:
  - a. Increase consumer awareness, ability and independence to protect themselves;
  - b. Raising the dignity of consumers by preventing them from the negative excesses of using goods and/or services;
  - c. Increasing consumer empowerment in choosing, determining, and demanding their rights as consumers;
  - d. Creating a consumer protection system that contains elements of legal certainty and information disclosure and access to information;
  - e. Raising the awareness of business actors about the importance of consumer protection so as to develop an honest and responsible attitude in business;
  - f. Improve the quality of goods and/or services that ensure the continuity of the business of producing goods and/or services, health, comfort, security, and safety of consumers.

As it is known that the Consumer Protection Law stipulates the purpose of consumer protection, among others, is to elevate the dignity of consumers, so for this purpose various things that bring negative consequences from the use of goods and or services must be avoided from the trade activities of business actors. As an effort to avoid the negative consequences of the use of goods or services, the law stipulates various prohibitions.

The prohibition of business actors is explained in Law Number 8 Year 1999 on Consumer Protection Article 8, among others:

1. Business actors are prohibited from producing and/or trading goods and/or services that are
  - a. does not meet or does not comply with the required standards and provisions of laws and regulations;
  - b. does not correspond to the net weight, net or net contents, and the quantity in the count as stated in the label or etiquette of such goods;
  - c. does not correspond to the size, measure, scale and amount in the count according to the actual measurement;
  - d. not in accordance with the conditions, guarantees, features or efficacy as stated in the label, etiquette or description of the goods and/or services;

- e. not in accordance with the quality, level, composition, processing, style, fashion, or specific use as stated in the label or description of the goods and/or services;
  - f. not in accordance with the promises stated in the label, etiquette, description, advertisement or sales promotion of such goods and/or services;
  - g. does not include the expiry date or the period of best use/utilization period of certain goods;
  - h. does not follow the provisions of halal production, as stated in the "halal" statement included in the label;
  - i. not putting up labels or making explanations of goods that contain the name of the goods, size, net or net weight/content, composition, rules of use, date of manufacture, side effects, name and address of the business actor and other information for use which according to the provisions must be put up/made;
  - j. tidak mencantumkan informasi dan/atau petunjuk penggunaan barang dalam bahasa Indonesia sesuai dengan ketentuan perundang-undangan yang berlaku.
2. Business actors are prohibited from trading damaged, defective or used, and contaminated goods without providing complete and correct information on the goods in question.
  3. Business actors are prohibited from trading pharmaceutical preparations and food that are damaged, defective or used and contaminated, with or without providing complete and correct information.
  4. Business actors who violate paragraphs (1) and (2) are prohibited from trading such goods and/or services and are obliged to withdraw them from circulation.

The Consumer Protection Law is an effective legal instrument to protect consumers, but the protection is very limited, because the law only applies to legal subjects domiciled in the jurisdiction of Indonesian law. In fact, trade liberalization has given birth to consequences in the form of business activities that can be carried out through long-distance communication, so that such business activities allow consumers to conduct transactions by utilizing communication technology (Iman Sjahputra, 2021).

It is important to note that the increase in electronic commerce activities has also led to increased threats to privacy concerns. In order to carry out these transactions, consumers must disclose important personal information such as name, address, and credit card number, which can be harmful to the owner of the data. The problem is that consumers' personal data is often misused (Iman Sjahputra, 2021). Article 4 Point 5 of Law Number 8 Year 1999 on Consumer Protection has the right to obtain proper protection. This provision also needs to be interpreted broadly so that consumer protection includes protection of the personal data of consumers who conduct electronic transactions.

The development of information technology has caused the world to become borderless and caused significant social changes to take place so quickly, where information technology is currently a double-edged sword, because in addition to contributing to the

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improvement of welfare, progress and human civilization, it is also an effective means of unlawful acts (Renouw, 2017).

The Republican Government's policy to address the issue of online trading is Law No. 11/2008 on Electronic Information and Transactions. The law is expected to have an impact on economic activities in the Republic of Indonesia (Lubis, 2023).

Law No. 11/2008 on Electronic Information and Transactions in addition to regulating the use of information technology also regulates electronic transactions. Electronic transactions are legal actions carried out using computers and or other electronic media (Renouw, 2017). In its development, the Electronic Transaction Law has been revised into Law Number 19 of 2016.

Law No. 11/2008 on Electronic Information and Transactions has a rationale, history of formation and enactment, initially, the Draft Law on Electronic Information and Transactions was a statement of two draft laws prepared by two ministries, namely the Ministry of Transportation of the Republic of Indonesia and the Ministry of Industry and Trade of the Republic of Indonesia, in collaboration with the Institute for Law and Technology Studies of the University of Indonesia, a team from the Faculty of Law Padjajaran, and an assistance team from the Bandung Institute of Technology.

On September 5, 2005, based on the letter of the President of the Republic of Indonesia No.R/70/Pres/9/2005, the draft law on Electronic Information and Transactions was officially submitted to the House of Representatives. On April 21, 2008, this law was passed, thus the process of enacting the law lasted about five years. Therefore, Law No. 11/2008 on Electronic Information and Transactions, which consists of 13 chapters and 54 articles, is a relatively new law both in terms of the time it was enacted and also in terms of the material it regulates.

The purpose of the birth of the Electronic Information and Transaction Law as explained in Article 3 of Law Number 11 of 2008 as amended by Law Number 19 of 2016 is: The utilization of Information Technology and Electronic Transactions is carried out based on the principles of legal certainty, benefits, prudence, good faith, and freedom of choice of technology or technology neutral.

Electronic transaction activities are regulated in several articles in the Electronic Information and Transaction Law, namely in article 9, it is explained that business actors who offer products through the Electronic System must provide complete and correct information relating to contract terms, producers, and products offered. Furthermore, Article 10 Paragraphs 1 and 2 explain that every business actor who organizes Electronic Transactions can be certified by the Reliability Certification Institute. Paragraph 2 explains Provisions regarding the establishment of the Reliability Certification Institute as referred to in Paragraph (1) shall be regulated by Government Regulation.

**Regarding electronic transactions is regulated in Article 17 Paragraphs 1-3 which reads:**

1. Implementation of Electronic Transactions can be carried out in the public or private sphere
2. The parties conducting an Electronic Transaction as referred to in Paragraph (1) must act in good faith in interacting and/or exchanging Electronic Information and/or Electronic Documents during the transaction.
3. Further provisions regarding the implementation of Electronic Transactions as referred to in Paragraph (1) shall be regulated by Government Regulation.

Things that are prohibited in electronic transactions are explained in Article 27 Paragraphs 1-4 which reads:

1. Every Person intentionally and without right distributes and/or transmits and/or makes accessible Electronic Information and/or Electronic Documents that have content that violates decency.
2. Every Person intentionally and without right distributes and/or transmits and/or makes accessible Electronic Information and/or Electronic Documents that have gambling content.
3. Every Person intentionally and without right distributes and/or transmits and/or makes accessible Electronic Information and/or Electronic Documents that contain defamation and/or libel.
4. Every Person intentionally and without right distributes and/or transmits and/or makes accessible Electronic Information and/or Electronic Documents that contain extortion and/or threats.

However, the provisions of the prohibition are criminal, while the misuse of personal data from the aspect of business law was previously regulated in Article 26 of Law Number 11 of 2008, which reads: every person whose rights are violated as referred to in Paragraph 1 may file a lawsuit for losses incurred based on this law. Based on the explanation of Article 26 Paragraph 1 of the Electronic Transaction Law that in the utilization of information technology, personal data protection is one part of personal rights. Personal rights contain the following meaning:

- a. Personal rights are the right to enjoy a private life and be free from all kinds of interference.
- b. the right to privacy is the right to be able to communicate with others without spying.
- c. The right to privacy is the right to monitor access to information about one's private life and data.

The government has attempted to improve and emphasize these arrangements by adding the provisions of Article 26 with the addition of 3 Paragraphs, namely Paragraph 3, Paragraph 4 and Paragraph 5 in the Electronic Transaction Law.

**CONCLUSION**

The conclusion that can be drawn from this research is that the regulation of business transactions through the e-commerce platform in Indonesia is contained in several laws and regulations, namely the Civil Code, Law Number 19 of 2016 concerning amendments to Law



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Number 7 of 2014 concerning Trade, Law Number 8 of 1999 concerning Consumer Protection and Government Regulation Number 80 of 2018 concerning Trade through Electronic Transactions, The form of legal protection of consumer rights in business transactions through the e-commerce platform consists of three phases, namely the protection phase before the transaction, the protection phase during the transaction and the protection phase after the transaction. The legal protection phase before the transaction consists of forming a consumer protection agency, e-commerce consumer education, consumer prudence in transactions, self-regulation by business actors. The protection phase during transactions consists of the authenticity of data messages in contracts and digital signatures, the validity of e-commerce contracts and digital signatures, confidentiality of data messages, security in transactions, availability and payment in e-commerce transactions. The post-transaction phase consists of the application of cooling off period and strict liability in the product liability system, dispute resolution in cross-border e-commerce transactions, choosing the law and consumer forum in dispute resolution, alternative dispute resolution (APS), and online dispute resolution (Ads).

## **BIBLIOGRAPHY**

- Abdullah, Agus Abdullah, & Madrah, Muna Yastuti. (2021). Pemikiran Ekonomi Abu Yusuf (Ya'qub Bin Ibrahim Bin Sa'ad Bin Husein Al-Anshory) Dan Relevansinya Terhadap Kebijakan Keuangan Publik Di Indonesia. *Prosiding Konstelasi Ilmiah Mahasiswa Unissula (Kimu) Klaster Humanoira*.
- Asikin, Amiruddin H. Zainal, & Zainal, H. (2004). Pengantar Metode Penelitian Hukum, Pt. *Raja Grafindo Persada, Jakarta*.
- Fajar, Mukti, & Achmad, Yulianto. (2010). Dua Lisme Penelitian Hukum Normatif Dan Empiris. *Cet. Pertama, Pustaka Pelajar, Yogyakarta*.
- Handayani, Rini. (2005). *Analisis Faktor-Faktor Yang Mempengaruhi Minat Pemanfaatan Sistem Informasi Dan Penggunaan Sistem Informasi (Studi Empiris Pada Perusahaan Manufaktur Di Bursa Efek Jakarta)*. Program Pasca Sarjana Universitas Diponegoro.
- Iman Sjahputra, S. H. (2021). *Perlindungan Konsumen Dalam Transaksi Elektronik: Ditinjau Dari Perspektif Hukum Perlindungan Konsumen Dan Hukum Siber*. Penerbit Alumni.
- Karo, Rizky P. P. Karo, & Prasetyo, Teguh. (2020). *Pengaturan Perlindungan Data Pribadi Di Indonesia: Perspektif Teori Keadilan Bermartabat*. Nusa Media.
- Kartiko, Galuh, Hudiarini, Sri Hudiarini Sri, & Nurfitriasisih, Dyah Metha Nurfitriasisih Dyah Metha. (2023). Implementation Of Law Number 7 Of 2021 On Harmonization Of Tax Regulations As An Effort To Improve The Budget Deficit And Increase The Tax Ratio. *Journal Of Law And Regulation Governance, 1(2)*, 76–88.
- Kristiyanti, Celina Tri Siwi. (2022). *Hukum Perlindungan Konsumen*. Sinar Grafika.
- Lubis, M. Rizki Darmawan. (2023). Peran Otoritas Jasa Keuangan (Ojk) Dalam Meminimalisir Investasi Bodong Yang Dipromosikan Secara Online. *Mutiara: Multidisciplinary Scientific Journal, 1(7)*, 295–305.

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- Mansyur, Dikdik M. Arief, & Gultom, Elisatris. (2005). *Cyber Law Dan Haki Dalam Sistem Hukum Indonesia*. Refika Aditama, Jakarta.
- Miru, Ahmadi, & Yodo, Sutarman. (2004). *Hukum Perlindungan Konsumen*. Jakarta: Pt Raja Grafindo Persada.
- Muhaimin. (2020). *Metode Penelitian Hukum*. Mataram: Mataram University Press.
- Ramli, Ahmad M. (2010). *Cyber Law Dan Haki: Dalam Sistem Hukum Indonesia*.
- Renouw, Dian Mega Erianti. (2017). *Perlindungan Hukum E-Commerce*. Cetakan Pe). Jakarta: Yayasan Taman Pramuka.
- Siti Masrohatin, S. E., Mm, Siti Masrohatin, & Se, M. M. (2014). *Hukum Bisnis Teori Dan Praktek Di Indonesia*. Iain Jember Press.
- Syahputra, Iman. (2010). *Perlindungan Konsumen Dalam Transaksi Elektronik*. Alumni.
- Yulia, Yulia. (2006). Perancangan Arsitektur E-Bisnis Untuk Layanan Persewaan Video Compact Disc Berbasis Teknologi Short Message Service. *Jurnal Informatika*, 7(1), 30–37.