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Legal Protection for Consumers Who Suffer Losses Due to Goods Purchased Online Not in Accordance with the Agreement

Grace Angelina Kristin Laoly¹, July Esther², Meli Hertati Gultom³

¹Faculty of Law, HKBP Nommensen University Medan, North Sumatra, Medan, graceangelina.laoly@student.uhn.ac.id.

²Faculty of Law, HKBP Nommensen University Medan, North Sumatra, Medan, Julyesther.uhn.ac.id

³Faculty of Law, HKBP Nommensen University Medan, North Sumatra, Medan, meli.gultom@uhn.ac.id

Corresponding Author: Julyesther.uhn.ac.id²

Abstract: This study aims to analyze legal protections for consumers who suffer losses due to goods purchased online not in accordance with agreements. Using normative legal research methods and case studies, this study examines consumer protection regulations based on Law Number 8 of 1999 concerning Consumer Protection (UUPK). The results of the study show that consumers have the right to goods in accordance with the agreement and are entitled to compensation in the event of a violation. However, challenges such as the difficulty of claiming and returning goods procedures are still an obstacle. This study also found that the non-litigation mechanism through BPSK provides a fast and cheap alternative to dispute resolution. Effective law enforcement and supervision of business actors on e-commerce platforms are urgently needed to improve consumer protection in digital transactions.

Keywords: Consumer protection, non-compliant goods, online transactions, e-commerce.

INTRODUCTION

Protection is a very important thing in human life in carrying out their daily activities. Why is it said to be very important because protection has provided guarantees to humans in the form of safety, health, and security. The State of Indonesia is a country based on law, so the issue of protection has been regulated in the Preamble to the 1945 State Law of the Republic of Indonesia (hereinafter referred to as the 1945 Constitution), in the fourth line which states "Protecting the entire Indonesian nation and all Indonesian bloodshed, promoting public welfare, educating the nation's life and participating in implementing world order." Based on the preamble to the 1945 Constitution, one of the state's goals is to protect all Indonesian citizens. (Miru, 2011)

Consumers need to get legal protection against possible losses due to fraudulent business practices. Thus, there needs to be a regulation that regulates the provision of clear and appropriate information related to goods and regulations due to legal consequences if

consumers feel a loss for providing incorrect information and regulations related to proper and fast dispute resolution. (Mutiarra, 2023)

The purpose of the implementation, development, and regulation of consumer protection is to improve consumer dignity and indirectly encourage business actors to carry out their business activities with a sense of responsibility. In addition, consumers should be aware that they have rights protected by consumer protection laws that allow them to exercise social control over their deeds and actions. (Yulianti, 2020)

The obligation of business actors is to provide complete, true, clear, and honest information about their goods and services, but the right of consumers is to know the risks of purchasing these products. Law Number 8 of 1999 concerning Consumer Protection regulates consumer rights but companies still violate consumer rights. Consumers can feel disadvantaged if business processes ignore consumer rights. One example is the provisions of Article 4 letter c of the Consumer Protection Law (UUPK) which states that consumers are entitled to compensation, compensation, or reimbursement if the goods and services received are not in accordance with the agreement. However, many sellers do not want to replace the goods received by consumers. (Star, 2022)

Consumer rights in Indonesia are regulated in Article 4 of the UUPK, which includes the right to comfort, security, and safety, as well as the right to obtain true, clear, and honest information about goods or services. In online transactions, these rights are especially relevant because consumers often face problems such as goods that do not match the description, are defective, or do not fulfill the seller's promises. Consumers are also entitled to compensation, compensation, or reimbursement in the event of losses due to breach of the agreement. This provides a strong legal basis for consumers to demand fairness in e-commerce transactions. (Yasa, 2022)

The responsibilities of business actors are regulated in Article 7 of Law Number 8 of 1999 concerning Consumer Protection (UUPK). Business actors have an obligation to be in good faith in carrying out their business activities, providing true, clear, and honest information about the goods or services offered, and ensuring that the goods or services sold meet the promised quality standards. In the context of online transactions, this responsibility includes ensuring that the goods delivered conform to the description or agreement listed on the e-commerce platform. (Zulham, 2013)

If business actors fail to fulfill these responsibilities, they must compensate or compensate the aggrieved consumers. The UUPK also provides a legal basis for consumers to prosecute business actors legally in the event of a violation. For example, in the case of goods that are not in accordance with the agreement, the business actor is obliged to replace the goods, refund the consumer's money, or provide other compensation according to the agreement. This relationship shows that legal protection for consumers in online transactions aims to create a balance of rights and obligations between consumers and business actors, as well as encourage the responsibility of business actors in providing quality goods and services. (Nasution, 2002)

Legal protection for consumers who are harmed in online transactions that regulates consumer rights in electronic transactions. The UUPK provides a legal framework that allows consumers to demand the responsibility of business actors, either through direct complaints, mediation, or legal channels. With the support of institutions such as BPKN and LPKSM, consumers have better access to resolve disputes efficiently, so that their rights can be protected to the maximum. (Amalia, 2024)

The case that occurred based on a Consumer Media article, one of the buyers reported buying goods at Shopee Mall which was declared "original" but turned out to be fake. The claim process is carried out up to twice because the first claim is rejected due to inappropriate reasons. Finally, the second claim is successful after the submission is corrected, and the buyer is required to return the item to the seller before the funds are returned. This process is considered time-consuming and draining.

In the same article, a buyer experienced a loss of goods during delivery by the expedition. Despite having insurance listed in the package, buyers feel that the indemnity procedure is complicated and requires a lot of documentation. This case shows the potential weakness of coordination between Shopee and logistics partners.

Some buyers who suffered losses due to goods purchased online were not in accordance with the agreement. Most buyers reveal that the descriptions of items listed on e-commerce sites do not reflect the condition of the items they receive. Many of them buy goods with certain expectations, be it in terms of size, color, or features, but when the goods arrive at the consumer, the condition of the goods purchased is very different from the original.

The main complaint in this study is the problem of return and return procedures. Many buyers have expressed difficulties in filing returns or warranty claims for defective or non-conforming items. Some of them have to go through various stages of verification and time-consuming processes, some even do not get an adequate response from sellers or e-commerce platforms. This has led to disappointment among buyers who feel their rights as consumers are not well protected. On the other hand, not all buyers feel that they are getting a fair solution, even when the item received does not match the description.

Another problem is the lack of transparency in terms of the policy of returning goods or replacing damaged goods. Buyers often do not get enough information regarding the return procedure, especially related to shipping costs or the time it takes to process claims. Some buyers complain that they have to bear the cost of reshipping damaged or non-conforming items, while they feel it is the responsibility of the seller or the e-commerce platform. This lack of clarity adds to the losses they suffer because not only are the items purchased not suitable, but they are also forced to bear additional costs that should not be necessary.

The impact of this problem is not only felt by buyers, but can also be detrimental to the e-commerce platform itself. Some buyers admitted that they have lost trust in the platform and prefer to shop for more reliable platforms. This causes e-commerce platforms to lose potential customers which can ultimately lower their sales figures. Therefore, improving the consumer protection system and transparency of the return policy is an important step that must be taken by sellers and e-commerce platforms so that this problem does not continue.

METHOD

The author uses two research approaches, namely normative legal research, legal research with a legal and regulatory approach, studying and interpreting all laws and regulations related to the legal issues discussed; and a case research case approach, (Rahayu, 2020) which studies legal cases, both those that occur and those contained in the judge's decision. Secondary data, consisting of primary, secondary, and tertiary legal materials, were used in this study, and were collected through literature studies and document analysis. (Benuf, 2020)

RESULTS AND DISCUSSION

A form of legal protection for consumers who suffer losses due to goods purchased online not in accordance with the agreement

Economic development, development growth, and the influence of globalization and technological advances affect all aspects of life, especially in industry and trade that produce goods and services to meet human needs. (Siregar, 2024) Although this benefits business actors in selling their products and provides opportunities for consumers to get goods or services at competitive prices, there are negative impacts that may occur. An imbalance between business actors and consumers can occur where business actors have an advantage as a provider while consumers are in a less strong position. (Ustuchori, 2022)

Law Number 8 of 1999 concerning Consumer Protection (UUPK) provides a legal basis for consumers to get protection for their rights, including in online transactions. One of the main legal protections regulated in the UUPK is the right of consumers to obtain goods or services in accordance with the agreement. When goods purchased online do not match the promised description or specifications, consumers are entitled to legal protection through various available mechanisms. (Suruji, 2020)

Article 4 of the UUPK states that consumers have the right to comfort, security, and safety in consuming goods or services. In the context of online purchases, this right includes receiving goods that match the description provided by the business actor. If consumers receive goods that are not suitable, such as physical defects or different specifications, then business actors are considered to violate consumer rights. (Suruji, 2020)

Consumer Protection Law Number 8 of 1999 (Article 3) consumer protection aims as follows: (1) increase the dignity of consumers by protecting them from excessive use of products and services; (2) enable consumers to determine and exercise their rights as consumers; (3) giving birth to a consumer protection regime that includes elements of legal certainty, openness, and access to information; As users of products and services, consumers have rights and obligations. (Soemarwi, 2023)

Business actors are also required to provide true, clear, and honest information about the goods or services offered as stipulated in Article 7 of the UUPK. If business actors provide misleading information, such as mentioning materials, sizes, or quality of goods that do not match the reality, consumers have the right to file complaints and demand compensation for the losses they experience. (Sa'diyah, 2023)

In addition, Article 8 of the UUPK prohibits business actors from producing or trading goods that do not meet quality standards or are not in accordance with the descriptions offered. Goods that are not in accordance with the agreement, for example, can be categorized as a violation of the obligations of business actors. Consumers who are harmed by such goods can demand responsibility for business actors. (Sa'diyah, 2023)

In addition, the UUPK provides an important role to the government and consumer protection institutions to supervise business actors, including those operating online. Article 30 of the UUPK stipulates that the government is responsible for creating a business climate that protects the interests of consumers. This oversight includes ensuring that e-commerce platforms, such as Shopee, comply with consumer protection rules and provide effective complaint mechanisms.

Consumers also have the right to seek help from consumer protection agencies, such as the Indonesian Consumer Institute Foundation (YLKI). This institution can assist consumers in filing complaints or resolving disputes with business actors. This support helps consumers who may not understand legal procedures or do not have access to adequate resources.

In addition to the formal mechanism, the UUPK also regulates the responsibility of business actors to educate consumers. Article 5 of the UUPK states that consumers have the right to education and information about goods and services, including the risks associated with them. In the context of online purchases, businesses must provide clear and transparent information to help consumers make informed decisions. (Erlinawati, 2017)

If business actors involved in online transactions are part of an e-commerce platform, then the platform also has a moral and legal responsibility to ensure that transactions take place safely and fairly. Platforms like Shopee often provide buyer protection services that allow consumers to file claims if the goods do not comply with the agreement. This feature supports consumer protection as stipulated in the UUPK.

The UUPK also regulates sanctions for business actors who violate consumer rights. Article 62 of the UUPK states that business actors who violate the provisions in the UUPK can be subject to criminal sanctions in the form of fines or imprisonment. This sanction aims to provide a deterrent effect to business actors who do not comply with the rules and protect consumers from further losses.

Mechanism for resolving consumer disputes with business actors over goods that are not in accordance with the agreement

The dispute resolution mechanism between consumers and business actors in the case of goods that are not in accordance with the agreement based on Law No. 8 of 1999 concerning Consumer Protection (UUPK) can be carried out through two main channels, namely non-litigation and litigation. Litigation is the process of resolving disputes through the courts. The litigation path refers to the formal legal mechanism used to resolve disputes between the parties to the dispute by involving judicial institutions. This process includes the stages of filing a lawsuit, proof, and issuing a verdict by the judge. (Silviasari, 2020)

Regarding the settlement of consumer disputes, Article 45 Paragraph (1) of the Consumer Protection Law provides an option, that aggrieved consumers can sue business actors through institutions in charge of resolving disputes between consumers and business actors and/or through the courts in the general judicial environment. (Nisantika, 2021)

The litigation process is known for its strict formalities, where all stages are subject to the legal rules stipulated in the law. One example is the Criminal Procedure Law, which regulates the court mechanism in dealing with perpetrators of criminal acts, including aspects of consumer protection when related to criminal acts involving consumers, such as fraud or violation of product standards. (Rahmah, 2024) The litigation process always begins with the filing of a lawsuit or indictment that must meet formal requirements, both in format and substance. Each stage of litigation, from the examination of evidence to the reading of the verdict, is carried out within a time frame and procedure that has been determined in detail by law. In addition, due to the complexity of legal rules, litigation often involves lawyers who are tasked with ensuring that each step in the legal process is in accordance with applicable provisions, while increasing the chances of success in resolving disputes through the courts. This formality is designed to maintain order, accuracy, and fairness in the settlement of each case submitted to the court. (Silviasari, 2020)

In the context of consumer protection, criminal procedure law can also apply in the case of goods that are not in accordance with the agreement on e-commerce platforms such as Shopee, if elements of criminal acts are found. For example, a consumer orders an item with a certain specification, but receives a product that is of much different quality or even fake. If

consumers feel significantly harmed and there are indications of fraud, this case can be handled through the criminal procedure legal process. (Anggriana, 2023)

The process begins with an investigation and investigation, where law enforcement officials such as the police collect evidence, including transaction communications, item specifications, and other documents from Shopee to determine whether the seller intentionally deceives consumers. If the evidence is sufficient, the seller can be designated as a suspect and the case proceeds to the prosecution stage. The public prosecutor, based on the results of the investigation, charged the seller with fraud regulated in the Criminal Code (KUHP) or the Consumer Protection Law.

In the trial, the judge will listen to witness statements, including aggrieved consumers, as well as examine evidence such as product descriptions on Shopee, proof of payment, and comparisons between the promised goods and the goods received. If it is proven that the seller deliberately committed fraudulent acts in order to gain profits, the judge may impose a criminal judgment, such as a fine, imprisonment, or an order of indemnity to the consumer.

After a judgment has permanent legal force (*inkracht van gewijsde*), the execution process is carried out, for example by forcing the seller to compensate the consumer according to the court decision. In this case, the criminal procedure law not only serves to punish the perpetrators, but also provides protection to consumers by ensuring their rights are restored and provides a deterrent effect to other sellers from committing similar violations. Thus, criminal procedure law provides a guarantee of justice to consumers, even in e-commerce transactions that are increasingly developing in the digital era.

Finality in a court decision is a principle that states that a court decision is final and binding, so all parties to the dispute are obliged to respect and implement it. This principle provides legal certainty, which is the main goal in the judicial system. However, before reaching finality, the law provides an opportunity for disgruntled parties to file further legal remedies.

First, an appeal can be filed with a higher court to review the facts and application of the law in the decision of the court of first instance. If the result of the appeal is still considered unsatisfactory, the party concerned can file an appeal to the Supreme Court. Cassation is focused on examining aspects of law application without reviewing the facts that have been previously determined. In addition, there is an extraordinary effort in the form of a Review (PK), which can only be submitted if new evidence is found (*novum*) or there is a significant legal error in the previous decision. Once all these stages have been completed and the judgment has permanent legal force (*inkracht van gewijsde*), the dispute is considered legally settled, and the judgment is no longer contestable. This finality ensures that the legal process does not drag on, so that the rights of the winning party can be restored and the court decision can be executed unequivocally. (Sitorus, 2018)

The non-litigation route is regulated in Article 45 paragraph (2) of the UUPK and is a faster and simpler alternative. Dispute resolution through this route is carried out by involving the Consumer Dispute Resolution Agency (BPSK). The Consumer Dispute Settlement Agency (BPSK) is a non-litigation institution formed based on Law Number 8 of 1999 concerning Consumer Protection to resolve consumer disputes outside the court. BPSK is tasked with helping consumers and business actors resolve disputes related to their rights and obligations without having to go through a long and formal litigation route. This path is faster, cheaper, and does not require complex procedures like in court. (Sitorus, 2018)

The dispute resolution process through BPSK has a number of advantages that make it a practical choice for consumers, one of which is speed. In this path, dispute resolution has a certain time limit regulated in BPSK procedures, so that results can be achieved in a relatively short time compared to court proceedings which often take a long time due to the complexity of legal procedures. This provides advantages for consumers who need legal certainty immediately.

In addition, the non-litigation pathway at BPSK is known to have affordable costs. This process often does not entail large costs as is common in litigation, such as attorney, administrative, or court fees. In fact, in many cases, consumers can file complaints without being charged at all, allowing people from all walks of life to get legal protection without a heavy financial burden.

Another advantage is the simplicity in the procedure. Unlike court proceedings that require complex formal documents and in-depth legal technical details, the process at BPSK only requires consumers to file reports or complaints directly. Supporting documents such as proof of purchase, product or service description, and related communications are sufficient to begin the completion process. Thus, BPSK provides a more accessible solution for consumers who may not have a deep understanding of the law, but still need justice for the disputes they experience. Speed, affordable costs, and simplicity are what make BPSK an effective alternative mechanism for resolving consumer disputes. (Sitorus, 2018)

In the case of buying and selling goods on Shopee, consumers who feel aggrieved because the goods received do not match the description or agreement can file a complaint with the Consumer Dispute Resolution Agency (BPSK) in their area. This process begins with the submission of an official report by the consumer. This report needs to be accompanied by relevant evidence, such as payment receipts, screenshots of product descriptions on the Shopee application, conversations with sellers, and photos or videos of the goods received. These evidences are important to show the discrepancy between the goods promised by the seller and the goods received by the consumer.

Disputes that can be submitted to BPSK in this context include several types of problems. First, goods that are not in accordance with the agreement, such as differences in specifications, quality, or features of goods that have been described on the e-commerce platform. For example, a consumer buys an electronic item with a claim of certain features, but the item received does not have those features or the quality is lower than promised. Second, defective products that do not work as they should or even endanger the user. Third, business practices that are detrimental to consumers, such as unreasonable prices or fraud related to fake discounts.

By submitting a complaint to BPSK, consumers have the opportunity to resolve disputes quickly and without large costs. This process not only provides fairness for consumers, but also encourages business actors to be responsible for their buying and selling practices, including maintaining transparency in product descriptions offered on platforms such as Shopee. This path also helps to create trust in the e-commerce ecosystem by ensuring that consumer rights are effectively protected.

After receiving complaints from consumers, the Consumer Dispute Settlement Agency (BPSK) will conduct an initial examination to ensure that the case is within its scope of authority. This examination includes several important aspects, such as subjective authority, namely ensuring that the parties to the dispute are aggrieved consumers and business actors who are reported. In addition, BPSK also checks objective authority, namely ensuring that

types of disputes, such as goods or services that do not comply with the agreement, defective products, or business practices that are detrimental to consumers, are included in the scope of consumer protection. In addition, BPSK verifies the completeness of supporting evidence submitted by consumers, such as payment receipts, sales and purchase contracts, descriptions of goods or services, communication with business actors, and evidence of losses experienced. If the case is declared eligible and within the authority of BPSK, this institution will continue the process by summoning both parties, namely consumers as complainants and business actors as reported parties, to attend the dispute resolution hearing. This summons aims to find solutions through conciliation, mediation, or arbitration mechanisms. However, if it is found that the case is not eligible or is outside the authority of BPSK, the complaint can be rejected. This initial audit stage aims to ensure that every dispute received by BPSK is in accordance with its mandate, so that the settlement process can run efficiently and on target.

BPSK offers three main mechanisms, namely mediation, conciliation, and arbitration, which aim to achieve a peaceful settlement between consumers and business actors without going through the courts.

Conciliation in Dispute Resolution at BPSK is one of the non-litigation methods that aims to resolve disputes peacefully with the help of mediators from BPSK. In conciliation, the mediator acts as a neutral party that facilitates dialogue between consumers and business actors. The mediator helps both parties to understand the problems they face, explain their respective rights and obligations in accordance with applicable law, and find common ground that can be mutually acceptable. (Rahman, 2018)

The conciliation process began with a meeting arranged by BPSK, where both parties were present to discuss the dispute that occurred. The mediator provides space for each party to express their views, including consumer complaints about goods or services that are not in accordance with the agreement, and responses from business actors. After understanding the positions of both parties, the mediator provides suggestions or possible alternative solutions, without taking sides with either party. (Rahman, 2018)

The advantage of conciliation is its flexible and non-coercive nature. The final result of the conciliation is in the form of an agreement reached together voluntarily. If consumers and business actors agree, the agreement will be outlined in a written document that has binding legal force. This agreement can be in the form of a replacement of goods, refunds, or other compensation agreed upon by both parties.

With a peaceful approach, conciliation not only resolves disputes quickly, but also maintains good relations between consumers and business actors, which may be difficult to achieve through litigation. Conciliation is an ideal solution to resolve consumer disputes efficiently, cheaply, and fairly.

Mediation in Dispute Resolution at BPSK is a non-litigation method that involves a neutral mediator from BPSK to facilitate negotiations between consumers and business actors to reach a mutually agreed solution. In mediation, the mediator does not have the authority to decide or take sides with one of the parties, but is tasked with assisting both parties in understanding their respective positions and interests, as well as finding a fair and mutually beneficial solution. (Rahman, 2018)

The mediation process began with a meeting arranged by BPSK, where consumers and business actors were invited to discuss the dispute that occurred. The mediator leads the negotiation process by ensuring a conducive atmosphere and respecting the right of each party to express their views. In the context of consumer disputes, the mediator will listen to

consumer complaints, such as goods or services that are not in accordance with the agreement, as well as business actors' responses regarding their reasons or defenses.

After understanding the problems of both parties, the mediator helps identify possible solutions, such as replacement of goods, service improvements, refunds, or other compensation. Mediators can also provide advice that is neutral and bases the solution on the principles of consumer protection law. Throughout the mediation process, the mediator maintains a focus on the common interests and encourages both parties to reach an acceptable agreement.

If mediation is successful, the results are outlined in a written agreement document that has binding legal force. This agreement reflects a solution formulated voluntarily by both parties with the help of mediators. The mediation process at BPSK offers many advantages, including fast, inexpensive, and friendly dispute resolution between the parties, so it is often considered an effective alternative to the formal and time-consuming litigation route.

Arbitration in Dispute Resolution at BPSK is a non-litigation mechanism in which both parties to the dispute, namely consumers and business actors, agree to submit dispute resolution to the Consumer Dispute Resolution Agency (BPSK) as arbitrators. In this arbitration, BPSK acts as a neutral party that checks the facts, delves into the problem, and gives a decision based on the facts found and the applicable law. The resulting decision is final and binding, so both parties must comply without any opportunity to appeal.

The arbitration process begins with the written agreement of both parties to use BPSK as a dispute resolution forum. Furthermore, BPSK will examine the documents and evidence submitted, such as payment receipts, descriptions of goods or services, communication between consumers and business actors, and goods that are considered problematic. Both sides were also given the opportunity to explain their positions and make arguments.

After all facts and evidence have been examined in depth, BPSK makes a decision based on applicable legal rules, including the Consumer Protection Law. For example, in the case of goods that are not in accordance with the agreement, BPSK can order business actors to replace problematic goods, return money to consumers, or provide other appropriate compensation. This decision is binding and must be implemented by both parties.

Arbitration through the BPSK offers several advantages, such as a faster and simpler process than the courts, as well as more affordable fees. Due to its final nature, arbitration provides quick legal certainty, so consumers do not have to wait for a protracted legal process. With arbitration, BPSK helps resolve disputes firmly, fairly, and efficiently, while ensuring that consumer protections are met.

CONCLUSION

Legal protection for consumers in online transactions that are harmed by goods not in accordance with the agreement is regulated through Law No. 8 of 1999 concerning Consumer Protection (UUPK). Consumers have the right to goods in accordance with the agreement as well as compensation in the event of a violation, while business actors are required to be legally responsible. Dispute resolution mechanisms can be pursued through non-litigation channels such as efficient mediation and arbitration, or through more formal litigation channels. With the synergy of existing regulations and strict supervision, it is hoped that consumer protection in online transactions can run effectively, provide a balance of rights and obligations between consumers and business actors, and create greater trust in the e-commerce ecosystem.

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