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Legal Liability of Business Actors in Online Money Buying and Selling Transactions Resulting in Consumer Losses

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Abstract: Consumer protection law is an important concern because it relates to regulations aimed at improving people's welfare. The Consumer Protection Law was designed for various reasons, one of which is the limitation of legal provisions that are able to protect the interests of consumers in Indonesia. In addition, in facing the era of globalization, national economic development is required to support the development of the business world which is able to provide various goods and/or services to improve people's living standards. Online buying and selling transactions are generally defined as trade carried out via the internet. This growth in online transactions is also supported by increasing industrial productivity which provides various products to be marketed digitally. This has encouraged the popularity of online buying and selling businesses because of the ease of implementation, relatively small capital requirements, and management that does not require a complex management system. This research uses a normative juridical method, namely a scientific approach that aims to find the truth based on legal logic from a normative perspective. This research aims to examine legal principles, rules and doctrines using secondary data complemented by primary data. The research results show that the responsibilities The Consumer Protection Law does not specifically govern business actors' interactions with customers in online purchasing and selling operations. Therefore, given the numerous possible losses and fraud schemes that could hurt customers, more precise regulations are required to govern online transactions. Although The written consumer protection provisions of Law Number 8 of 1999 concerning Consumer Protection settlement procedures are deemed sufficient, their actual application frequently deviates from the law's primary goal of giving consumers legal protection and certainty.

Keywords: Consumer Protection, Online Transactions, Legal Certainty.

INTRODUCTION

Background of the Problem

An individual or entity that makes a purchase of a product or an individual who uses inventory or goods can be defined as a consumer. Therefore, Transaction activities involving the purchase and sale of goods are needed to meet the needs of consumers' lives. Online buying and selling is a trade transaction activity carried out through the internet, covering local,

regional, and global scales, with integrated and widespread implementation through digital networks. In practice, Online purchases and sales are often interpreted as trading that is carried out over the internet. The growth of internet transactions for purchases and sales is supported by an increase in productivity from industries that provide various kinds of products to be marketed through internet media which has triggered the rise of buying and selling businesses through *online* media because it is easy to implement, does not require large capital and does not require a management system to manage it. With the buying and selling system through *online* media, a seller does not have to meet directly with the buyer (consumer) because the transaction process to payment can occur through *online* media by utilizing the internet.

The phrase "Consumer Protection includes all measures that create legal certainty to provide protection to consumers" appears in Law Number 8 of 1999's article 1 number 1. Therefore, consumer protection entails challenging the assurance or certainty that consumer rights would be upheld. According to the Legal definiteness The state and corporate players must respect the consumer rights outlined in Article 4 of Law Number 8 of 1999 concerning Consumer Protection since doing so will protect consumers from losses in a variety of ways. Article 3 of the Consumer Protection Law Number 8 of 1999 states that the objectives of consumer protection are to: protect consumers' dignity by preventing them from experiencing negative excesses in the use and/or provision of services; increase consumer awareness, ability, and independence to protect themselves; and empower consumers to choose, decide, and demand their rights as consumers. putting in place a consumer protection framework that encompasses information access, legal certainty, and transparency.

The legal liability of business actors for losses such as due to damage to goods purchased by consumers must be conducted in compliance with the relevant laws and regulations, including the obligation to provide consumers with compensation as outlined in Law Number 8 of 1999 concerning Consumer Protection, article 19 paragraph (2), which stipulates that business actors must make up for consumer losses by "refunding or replacing goods and/or gifts services of the same or equivalent value, or providing health care and/or compensation in accordance with the provisions of applicable laws and regulations." In actuality, business players' legal responsibility for transactions including online purchases and sales that result in consumer losses is very minimal implemented in the field. The lack of services provided and the ignorance of consumers in responding to the problems they face make some consumers prefer to report their complaints on internet sites in order to seek justice for the rights of consumers which in reality are very minimal to regain consumer rights from the losses received and do not produce a deterrent effect for the business actors concerned.

Problem Formulation

1. What is the legal liability Among commercial participants in transactions involving online purchases and sales that result in consumer losses?
2. What are the forms of legal remedies that can be taken by consumers who suffer losses due Regarding transactions involving online purchases and sales in compliance with the consumer protection provisions of Law Number 8 of 1999?

Purpose of Writing

1. To ascertain the liability of business actors in online purchasing and selling activities that result in consumer damages in compliance with Law Number 8 of 1999 concerning Consumer Protection.
2. To find out the form of legal remedies that can be taken by consumers who suffer losses due to online buying and selling transactions.

METHOD

Normative legislation is the research methodology used in this study. Legal research is an endeavor to identify legal rules, concepts, and doctrines in order to provide solutions for current legal issues, Peter Mahmud Marzuki says so. The goal of legal research is to create novel theories, arguments, or ideas that can serve as a framework for resolving legal issues. In legal research, the author can obtain information from various points of view regarding the legal issues being researched. Both a legal method and a conceptual approach were used in this investigation. The statute method looks at all pertinent laws and regulations in order to handle the legal challenges at hand. The provisions of laws and regulations, particularly those pertaining to laws and regulations, are pertinent in this situation. In this case, the provisions of rules and regulations—especially those relating to consumer protection legislation—are prioritized. This method entails going over the relevant legal provisions, particularly those pertaining to consumer protection laws. The conceptual approach is the second approach used in this writing. The conceptual approach starts from the perspectives and theories that develop in legal science, especially consumer protection law. By studying perspectives and theories, this writing will produce legal concepts and principles that are relevant to the legal issues discussed in this writing.

RESULTS AND DISCUSSION

Legal Liability of Business Actors to Consumers in Online Buying and Selling.

Consumer law and consumer legal protection are the two legal words used in consumer protection. In Indonesia, consumer law and consumer protection law are relatively young fields of study and practice for law enforcement. Consumer law encompasses a wider range of legal topics pertaining to consumer interests, including laws that are regarded as standards and principles. Protection is one facet of consumer law, which covers how to shield customers' rights from outside intrusion. Az. Nasution in his book tries to distinguish the definition between consumer law and consumer protection law, which is as follows:

1. Consumer Law covers all principles that include principles and rules as well as rules that govern interactions and issues between suppliers and consumers in society that result from the supply and consumption of goods and/or services.
2. All laws and principles that govern and protect consumers in dealings and issues concerning the supply and consumption of goods and/or services between suppliers and consumers in society are collectively referred to as consumer protection laws.

Az. Nasution clarified that a unique aspect of consumer law is consumer protection law. While consumer legal protection legislation concentrates more on the topic of legal protection for consumers, consumer law typically governs the connection and issue of the provision of products and/or services.

Law Number 8 of 1999's Article 1 Number 2 on Consumer Protection lays out the definition of consumer protection, which is understood to include any actions taken to guarantee legal certainty in order to safeguard consumers. With consumer protection in place, those who are listed as consumers are prevented from using or consuming products and/or services that could jeopardize their health and safety and affect the losses they incur.

Any individual who utilizes products or services that are available in society, whether for their own advantage, According to Article 1 Number 2 of the Consumer Protection Law, a consumer is someone who purchases goods and services for the benefit of their families, other people, or other living things, and not for commercial purposes. Generally speaking, consumers are the final users of the things that business owners give them; that is, anyone who receives goods to use rather than trade. Business actors, on the other hand, are any person or organization that conducts business within the Republic of Indonesia's jurisdiction, either

alone or in conjunction with others through agreements to organize business activities in various economic fields, or that takes the form of a legal entity that is established and domiciled there.

The Consumer Protection Law (PK Law) contains regulations pertaining to consumer protection law. According to the PK Law's Article 1 Paragraph 1, consumer protection is any endeavor to guarantee legal certainty in consumer protection. In order to prevent business actors from acting arbitrarily in ways that could endanger consumers, this legal certainty seeks to protect consumer rights, which are reinforced by particular legislation.

The Consumer Protection Law does not clearly govern how company actors are held accountable to customers in online purchasing and selling operations. since only traditional, conventional purchasing and selling are governed by Consumer Protection Law Number 8 of 1999. Therefore, if there is a loss for customers, this vulnerability is one of the things that makes it more difficult for them to hold company actors accountable when they purchase and sell online. Given this, the legal basis for addressing concerns related to electronic transactions, such as the responsibility for losses incurred by customers in online purchasing and selling transactions, may be found in Law Number 8 of 1999 concerning Consumer Protection.

It is the responsibility of business players involved in online buying and selling operations to compensate customers for losses they have suffered. If the business actor fails to fulfill his responsibility for the default silently, the consumer has the right to take the path of recovery. According to the provisions outlined in Law Number 8 of 1999 concerning Consumer Protection, a business actor may face administrative and criminal penalties if he fails to fulfill his responsibilities and declines to compensate the consumer for the losses he has suffered.

The responsibilities of company actors in sales and purchase agreements with their customers are covered by Law No. 8 of 1999 concerning Consumer Protection, which was later shortened to UUPK. According to Article 24, "business actors that sell goods to other business actors are liable for consumer lawsuits if:

- 1) Other commercial actors sell to customers without altering the product itself.;
- 2) Other business actors in buying and selling activities do not know about the changes in the product carried out by business actors or not as exemplified. The article very clearly provides an obligation for business actors to make sales without changing the products they sell. Changing here can be interpreted that business actors are prohibited from reducing the quality of their products, let alone damaging the product. In addition, business actors are prohibited from knowing about the changes in the product exemplified.

Regarding these provisions, Article 1 number 1 states that "Consumer Protection is all efforts that guarantee legal certainty in providing protection to consumers". In product trading activities, there are at least two related parties, namely the product provider and the product user. Product providers are usually called business actors while product users are called consumers. The responsibility of business actors must be Product liability is a duty of business actors pertaining to the damages experienced by customers, including the sale and purchase agreement under the consumer protection law.

According to e-commerce regulations, transactions between consumers and corporate players are not carried out directly or through face-to-face agreements, so trust and security aspects are key factors in the success of the transaction. If either party fails to fulfill its obligations or violates the rights of consumers in accordance with the UUPK, then the obligation to compensate for the performance of the clauses in the agreement becomes important. The provisions on Compensation is decided by an agreement between the two parties and is not governed by the law. Both parties are bound by the agreement reached.

Contractual liability is the term used to describe civil duties that result from an agreement between a business actor and a consumer that governs consumer losses.

"The consumer dispute resolution body is entitled to impose administrative sanctions on business actors that breach article 19 paragraph (2) and paragraph (3)," states Article 60 paragraph (1), the first section of the administrative sanctions section. Specifically, Articles 20, 25, and 26. S. Article 60, paragraph (2), follows this clause by stating that "administrative punishments in the manner of determining restitution up to Rp 200,000,000.00.

Meanwhile, the provisions regarding criminal sanctions as a general rule are according to Law Number 8 of 1999's Article 62 on Consumer Protection which reads "Business actors who violate the provisions as stipulated in article 8, article 9, article 10, article 13 paragraph (2), article 15, article 17 paragraph (1) letter a, b, c, 10 letter e, paragraph (2) and article 18 shall be sentenced to imprisonment for a maximum of 5 (five) years or a maximum fine of Rp 2,000,000,000.00 (two billion rupiah)".

Legal Recourse Available to Customers Who Lose in Online Purchases and Sales

Legal protection is a crucial element in e-commerce activities, with consumer protection being an integral part of it. Consumers are often the disadvantaged party in e-commerce transactions, for example when the product received is not according to the order, there is a delay in delivery, or the ordered product is not delivered at all. Actions like this from business actors are referred to as defaults. Article 4 of the UUPK explains the rights of consumers in online transactions, which are often ignored by business people.

Consumer rights in e-commerce transactions have been regulated in the UUPK, which provides a legal basis for consumers to demand their rights against business actors in the event of a violation of the transaction agreement. Consumers' lack of knowledge and awareness in e-commerce often puts them in a passive position, which can open up opportunities for business actors to commit fraudulent acts. E-commerce businesses generally choose a standard buying and selling transaction model, which often makes it difficult for consumers to cancel transactions when a default occurs.

The agreement's content, which is entirely decided by business actors can put consumers in a weak position in e-commerce transactions. The use of standard terms in these kinds of transactions is also governed by various laws and regulations. Article 8 of the Consumer Protection Law (UUPK) prohibits the use of standard terms with the aim of preventing inequality of position between consumers and business actors. The article emphasizes that the use of standard terms can reduce consumers' freedom to contract, thereby creating inequality. In addition, this article also underlines the obligation of business actors must safeguard the rights of customers during transactions. Customers are also entitled to voice their thoughts and grievances regarding the use of items under Article 4 Letter D of the UUPK.

In e-commerce transactions, consumers are legally protected by Articles 4b and h of the UUPK, particularly in cases when the products received do not match the promises made. According to this article, customers have the right to select products, have them delivered in accordance with the terms, conditions, and guarantees that have been agreed upon, and claim reimbursement if the product does not live up to expectations. Furthermore, Article 5 paragraph (1) of the ITE Law strengthens consumer protection by declaring that electronic documents, information, or printouts can be used as valid proof in transactions. Article 18 paragraph (1) of the ITE Law emphasizes that electronic transactions, including electronic contracts, bind both parties. Consumer protection is further strengthened by Article 28 paragraph (1) of the ITE Law, which prohibits the distribution of false or misleading information that harms consumers in online transactions. Violators of this provision are subject to a maximum fine of Rp 1 billion or up to six years in prison under Article 45, paragraph (2) of the ITE Law.

According to Civil Code Article 1320, the legitimacy of a contract depends on two subjective conditions: (1) the existence of agreement and legal competence of the parties involved, and (2) the main points of the agreement must be clearly explained and in compliance with the legal provisions. For a transaction contract to be deemed legitimate, both of these requirements must be fulfilled. Legal expertise on the part of both consumers and business players is crucial to ensuring that transactions proceed smoothly in the setting of e-commerce. However, because e-commerce transactions are usually carried out indirectly, assessing the legal proficiency of the parties is often a challenge. If the incapacity of either party is known before the transaction takes place, the agreement can be cancelled. The validity of the contract in e-commerce also depends on the fulfillment of the conditions that have been agreed in the agreement. If these conditions are met, the agreement of both parties becomes the main determinant of the validity of the contract. Consent to the information offered through the electronic system is an important element in realizing a legitimate transaction.

Depending on the kind of legal protection offered to customers, online purchasing and selling agreements pertaining to the UUPK include:

- a) The legislation provides legal protection that regulates the rights and obligations of both business actors and consumers, as stated in the ITE legislation and the Consumer Protection Law.. Additionally, this rule underlines that commercial actors have an obligation to compensate customers for losses resulting from transactions.;
- b) Legal protection based on the agreement made includes the responsibility of the online trading application provider to maintain the privacy of the customer's personal information and to make up for the losses they have incurred. Furthermore, legal protections created by the parties to an agreement are governed by Article 21 paragraph (2) of the ITE Law, including:
 - 1) If the transaction is conducted independently, each party to the transaction is solely responsible for any resulting legal ramifications..
 - 2) If the transaction is carried out through a power of attorney, all legal consequences arising from the agreement are the responsibility of the party granting the power of attorney.
 - 3) The electronic agent service provider bears full responsibility for any legal ramifications resulting from the transaction if it is conducted through an electronic agent.

Although it does not directly regulate online buying and selling operations, the UUPK is a legislation that can serve as a model in Indonesia since it attempts to establish a consumer protection system that incorporates aspects of legal certainty, information disclosure, and data availability. Another unique law that closely governs the purchasing and selling activities between consumers and corporate players is the UUPK.

Legal protection against consumer losses is founded on the ITE Law and the UUPK. These two rules are unique restrictions that govern online transactions as well as purchases and sales. Preventive protection, which tries to shield consumers from losses before they happen, is what the UUPK and the ITE Law offer. The foundation of the government's efforts to safeguard consumers in online purchasing and selling is this preventive strategy.

CONCLUSION

One way to uphold consumers' rights is by holding company actors legally responsible for damages incurred in online purchases and sales. In order for the consumer's entitlement to use the Application services for online purchasing and selling The seller or business actor in question must take responsibility for default and unlawful activity in order to be satisfied. The form of responsibility given by business actors in online buying and selling transactions is

based on Article 19 paragraph (1) of Law Number 8 of 1999 concerning Consumer Protection, which states that business actors are liable for damage, pollution, and/or losses to consumers resulting from consuming goods and/or services produced or traded. The compensation mentioned in paragraph (1) may then be given in the form of medical care, reimbursement, or replacement of goods and/or services of the same or comparable value, or it may be given in accordance with the provisions of the applicable laws and regulations, according to Article 19, paragraph (2). In online transactions, corporate actors have an obligation to consumers to provide transparent and truthful services and information about the things they sell, as well as assurances that the buyer will get the product securely. If there is an error or issue with the goods, business actors are also required to offer compensation. Consumer losses may result in corporate actors being held liable under Article 9 of the UUPK. If the offered goods injures the customer, the seller is liable for the product. Legal certainty governed by the ITE Law and the UUPK can offer consumers legal protection when they purchase online.

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