



ISSN Print: 2541-5298
ISSN Online: 2541-6464

SRIWIJAYA Law Review

Editorial Office: Faculty of Law, Sriwijaya University
Jalan Srijaya Negara, Palembang, South Sumatra 30139, Indonesia.
Phone: +62711-580063 Fax: +62711-581179
E-mail: sriwijalayalawreview@unsri.ac.id | sriwijalayalawreview@gmail.com
Website: <http://journal.fh.unsri.ac.id/index.php/sriwijalayalawreview>

Enhancing Consumer Protection in Electronic Transactions in Indonesia

Zaidah Nur Rosidah^{a*}, and Lego Karjoko^b

^{a*} *Fakultas Syariah UIN Raden Mas Said Surakarta, Indonesia. Corresponding author Zaidah Nur Rosidah, e-mail zaidah.nr@staff.uinsaid.ac.id*

^b *Faculty of Law, Universitas Sebelas Maret Suakarta, Indonesia. E-mail legokarjoko@staff.uns.ac.id*

Article	Abstract
<p>Keywords: Business Actors; Consumers, E-commerce; Losses; Reliability Certificates ; Responsibility.</p> <p>Article History Received: Jul 6, 2024; Reviewed: Jan 17, 2025; Accepted: Jan 29, 2025; Published: Jan 31, 2025.</p> <p>DOI: 10.28946/slrev.Vol9.Iss1. 3942.pp194-207</p>	<p>Technological advancements have significantly facilitated electronic transactions, making business interactions faster and more convenient. However, these developments also introduce risks, especially for consumers, as electronic transactions can lead to significant financial losses if not handled carefully. This study proposes effective legal protections for consumers to prevent such losses and ensure proper compensation in electronic business transactions. This research employs a normative legal methodology, utilizing both a statutory and conceptual approach. The statutory approach analyses laws and regulations governing electronic transactions, while the conceptual approach applies Richard Posner's Economic Analysis of Law theory to assess the efficiency of consumer protection mechanisms. Data was gathered through a literature review of primary and secondary legal sources, and conclusions were drawn using deductive reasoning. The Economic Analysis of Law theory was the major premise, with relevant laws and regulations forming the minor premise. The findings reveal two main conclusions. First, while existing laws such as the Consumer Protection Law, the ITE Law, PP PMSE, PP PSTE, and Regulation of the Minister of Trade Number 31 of 2023 provide basic consumer protection by sanctioning businesses that offer mismatched products, reclaiming consumer rights is not straightforward. Second, to mitigate potential losses in electronic transactions, a validation process for business actors is necessary before they offer products, and Electronic System Trading Providers (PPMSE) must establish an efficient mechanism for compensating consumer losses. This study highlights the need for a more robust and accessible framework to protect consumers in electronic business transactions, ensuring that legal recourse is both efficient and effective.</p>

©2025; This is an Open Access Research distributed under the term of the Creative Commons Attribution Licensee (<https://creativecommons.org/licenses/by/4.0>), which permits unrestricted use, distribution, and reproduction in any medium, provided the original works are properly cited.

INTRODUCTION

The development of science and technology is currently very rapid, especially in terms of technology, which has positive and negative impacts on human life. The advancement of technology has an impact on behaviour. One of the positive impacts of the development of

technology today is the trade sector, which is affected by the development of transactions through electronic systems. Trade through electronic systems provides convenience to sellers and buyers via the Internet. In such transactions, buyers and sellers do not meet directly; buyers only need to read the terms and conditions the seller has made in advance.¹ Prospective buyers only need to click, agree or not. There is no room for bargaining about the terms of the transaction. If the consumer agrees, then a transaction will occur; conversely, if the consumer does not agree, then there is no transaction. There is no right for consumers to negotiate the terms of the transaction, so consumers have the potential to be disadvantaged in electronic transactions.²

Electronic business transactions are basically the same as conventional transactions. The only difference is the media used. Conventional transactions are carried out between sellers and buyers by meeting directly, while electronic business transactions are carried out via the Internet. Although the difference lies only in the method used in the transaction, the legal consequences can be very different, so the law provides regulations to protect the interests of both parties.

In electronic business transactions, consumer protection is needed in the website space from trade actions that can cause new problems, especially if consumers are harmed. Electronic business transactions that occur virtually via the Internet can occur between business actors and consumers or business actors and business actors. The source of the dispute that arises can occur if the consumer pays for the goods ordered, but the supplier does not send them, the consumer has paid for the goods ordered, but the goods ordered are not sent, or are sent incorrectly or are sent but damaged.³ It can also happen that the consumer pays for the goods ordered, but the money has not reached the seller; the seller has sent the goods ordered, but the consumer refuses to pay, or the seller has sent the goods, but the consumer has not received them.⁴

The consumer protection issue in e-commerce (electronic commerce/electronic business transactions) still needs to be studied further, as well as whether existing laws and regulations can provide legal protection for consumers—the rights of consumers whom business actors harm need to be examined carefully. Legal protection for consumers that has been regulated in the Consumer Protection Law Number 8 of 1999 (UUPK) and Law Number 1 of 2024 concerning the Second Amendment to Law Number 11 of 2008 concerning Information and Electronic Transactions (UU ITE) has regulated consumer protection and the provision of compensation to provide legal certainty for consumers, consumers who are harmed can file a lawsuit in accordance with the UUPK and the ITE Law. Lawsuits that can be filed by consumers who are harmed can be made through litigation or non-litigation. However, suppose the loss experienced by consumers is small. In that case, the lawsuit is considered inefficient, so

¹ Happy Susanto, *Hak-Hak Konsumen Jika Dirugikan* (Yogyakarta: Visi Media, 2008).

² Susanto.

³ Bassam Mustafa Abdul Rahman Tubishat, “Electronic Commerce and Consumer Protection in Jordan: The Emerging Trend,” *International Journal of Religion* 5, no. 2 (2024): 328–45, <https://doi.org/10.61707/n26a5837>.

⁴ Nicoleta Andreea Neacsu, “Consumer Protection in Electronic Contracts,” *Bulletin of Transilvania University of Brasov Series V*, 9, no. 1 (2016): 301.

many consumers are reluctant to file a civil lawsuit in court or through a consumer dispute resolution institution.

To prevent consumer losses, trade organizers need a mechanism or effort through an electronic system that is selective towards business actors who offer their products. One of the PPMSEs, namely Shopee, regulates the responsibility of Shopee managers for consumer losses. This accountability is realized by providing consumer reporting facilities related to consumer losses, blocking detrimental content, providing guarantees and refunds from Shopee to consumers, monitoring fake seller accounts, and protecting consumers' personal data and credit cards. Shopee is fully responsible for consumer losses caused by damage to the web portal system. Compensation can be in the form of a refund or replacement of damaged products. However, Shopee also has limitations on liability.⁵

Theoretically, the legal ability to protect consumers in electronic commerce (e-commerce) is determined by the precision of government policies related to normative rules that protect consumers who are harmed in electronic business transactions. This article intends to provide a prescription on how legal protection should be provided to consumers harmed in electronic business transactions to be efficient.

RESEARCH METHODS

This type of research is normative legal research with a legislative and conceptual approach. The legislative approach involves inventorying the laws and regulations implementing electronic transactions. In contrast, the conceptual approach uses Richard Posner's Economic Analysis of Law theory.⁶ The research is prescriptive, and laws and regulations should be drafted to protect consumers in conducting electronic business transactions. Secondary data collection is carried out through a literature study of primary and secondary legal materials. To obtain answers to research problems, draw conclusions and verify deductive syllogisms.

ANALYSIS AND DISCUSSION

Characteristics of Electronic Business

According to Onno W. Purbo and Aang Arif Wahyudi, there are five stages in carrying out e-commerce transactions, the five stages are: a) Find it. At this stage, buyers can easily determine what type of goods they want; b) Explore it. After selecting a specific type of goods they want, they will find clearer information about the selected goods; c) Select it. Like a real store, the shopping cart stores the desired goods until check out. In the shopping cart, you can process checkout and delete or save the shopping list for later use; d) Buy it. After all of the above is done, the next step is to check out. At this stage, the payment transaction process is carried out after first filling out the form provided by the merchant; e) Ship it. After the transaction process is complete, the merchant will send an email confirming the purchase and another email notifying you that the goods have been shipped.

⁵ Musmualim,, Fokky Fuad and Suartini, "Legal Protection for Consumers in Transations E-Commerce by Era Diiigital," *Eduvest - Journal of Universal Studies* 4, no. 12 (2024): 11935–43.

⁶ Richard Posner, *Economic Analysis of Law*, 5th ed. (New York: A Division of Aspen Publisher, Inc, 1998).

⁷ Onno W. Purbo dan Aang Arif Wahyudi, *Mengenal E-Commerce* (Jakarta: Elex Media Komputindo, 2001).

The parties involved in e-commerce transactions consist of⁸: a) Merchant: a company/manufacturer that offers its products via the Internet. To become a merchant, a person must register a merchant account at a bank. Of course, this is intended so that the merchant can accept payments from customers in the form of credit cards; b) Consumers/cardholders, namely people who want to obtain products (goods/services) through online purchases; c) Acquirer, namely the billing intermediary (between the seller and the issuer) and the payment intermediary (between the holder and the issuer). The billing intermediary is the party that forwards the billing to the issuer based on the bills received by the seller of goods/services; d) Issuer, namely the credit card company that issues the card; e) Certification Authorities are neutral third parties that have the right to issue certification to merchants, issuers, and, in some cases, cardholders.

There is no electronic system organizer of the five parties directly involved in the electronic transaction. The electronic system organizer is the party that provides the application for electronic transactions. Electronic business transactions are not always done online, meaning that the transaction is done online, but the payment is made using the COD method. Thus, the acquirer, issuer, and certification authority are not involved. In addition, the party that is not directly involved in this transaction is the shipping service (expedition).⁹

Buying and selling through electronic business transactions is the same as conventional buying and selling agreements. Electronic transactions are created, designed, duplicated, and disseminated through a website unilaterally by the business actor, to be closed digitally by the contract closing (consumer). In electronic business transactions, two stages of transactions are very important for consumers. First is pre-transaction; consumers need as much information as possible at this stage before finally deciding to buy products online. This is done to make it easier for consumers to complain about their complaints if there is a problem. Information must be conveyed regarding prices, purchase and sale mechanisms, types and classifications of goods, and how to ship goods. The second stage is the post-transaction stage. There are things that consumers must do after buying goods online after the goods are received, such as warranty issues, whether there is a warranty period, and what is guaranteed by the warranty, including when the warranty period applies.¹⁰

The problem also arises that delivery services, especially cross-border ones, and logistics service providers need to implement appropriate strategies to promote the quality of delivery services, minimize the confirmation of negative customer expectations, and reduce customer complaints.¹¹ This is very important for consumers because it is the basis if there is a loss after the transaction is carried out. The information conveyed to consumers, even though it is not binding, is where consumers decide to buy the product offered.

⁸ Wahyudi.

⁹ Didik M. Arief Mansur dan Elisatris Gultom, *Cyber Law (Aspek Hukum Teknologi Informasi)* (Bandung: Refika aditama, 2015).

¹⁰ Niniek Wahyuni, "Consumer Protection In Indonesia on Selling Buy Transaction Through E-Commerce," *Journal of International Trade, Logistics and Law* 4, no. 1 (2018): 1–8.

¹¹ Yu Zhang and Huimin Huang, "Unraveling How Poor Logistics Service Quality of Cross-Border E-Commerce Influences Customer Complaints Based on Text Mining and Association Analysis," *Journal of Retailing and Consumer Services* 28 (2025).

Regulation of Transaction Implementation Through Electronic Systems

The laws and regulations related to the implementation of electronic transactions include the Consumer Protection Law (UU PK), the Electronic Information and Transactions Law (UU ITE), the Government Regulation on the Implementation of Electronic Systems and Transactions (PP PSTE), the Government Regulation on Trading Through Electronic Systems (PPPMSE) and the Regulation of the Minister of Trade concerning Business Licensing, Advertising, Guidance, and Supervision of Business Actors in Trading Through Electronic Systems (Permendag No. 31 of 2023). These laws and regulations have not effectively prevented fraud committed by business actors in electronic transactions.¹²

According to Posner,¹³ state policy, to be efficient, must include ethical criteria in the context of compiling social decisions (social decision-making) concerning the regulation of public welfare.¹⁴ The economic concept of "normative analysis", which conventionally means "welfare economics", tends to question whether a proposed legal regulation or legal change will affect the way society achieves what it wants. So, it is important to note two economic concepts related to efficiency. First, Pareto Efficiency" also often called "Pareto Optimality", will question whether a policy or legal change makes someone better without causing the position of others to become worse. Second, Kaldor-Hick Efficiency, which is a policy made by the government whether it will produce sufficient benefits or not for those who experience the change. In other words, will those who are harmed get balanced compensation. This approach is also known as the basis of cost-benefit analysis.¹⁵

For laws and regulations related to transactions through electronic systems to prevent losses for consumers, regulations with validity or precise accuracy are needed. A precise level of accuracy by regulating business actors before offering their products through electronic systems is required to be strictly validated by PPMSE to minimize the potential for bad faith behaviour such as fraud, trading illegal goods and other forms of fraud that can harm consumers. If PPMSE does not validate properly, sanctions can be given.

In the ITE Law, Article 9 regulates the obligations of business actors who offer products through electronic systems to provide complete and correct information about the contract terms, producers, and products offered. This ensures that consumers do not have the wrong picture of the product they will buy. Because the buying and selling system does not meet directly between business actors and consumers, to avoid wrong perceptions about the products offered, business actors must provide a complete picture of the products offered, including the contract terms.

Article 10, paragraph (1) of the ITE Law states, "Every business actor who organizes Electronic Transactions can be certified by the Reliability Certification Agency". The word can indicate whether the electronic transaction organizer is certified or not. The Reliability Certification Agency will issue certification to business actors as proof that those conducting

¹² Ismawati Septiningsih, "Consumer Protection in the Digital Era: An Analysis of Consumer Protection in E-Commerce," *Nusantara : Journal of Law Studies* 3, no. 2 (2024): 1–7.

¹³ Posner, *Economic Analysis of Law*.

¹⁴ Johnny Ibrahim, *Pendekatan Ekonomi Terhadap Hukum, Teori Dan Implikasi Penerapannya Dalam Penegakan Hukum* (Surabaya: PMN & ITSPress, 2009).

¹⁵ Ibrahim.

electronic commerce are worthy of doing business. Users must pass the agency's assessment and audit stages to obtain a reliability certificate.¹⁶ However, a reliability certification body has not yet been formed.¹⁷ Evidence of reliability certification is shown by the presence of a certification logo in the form of a trust mark on the (home page) of the business actor. This explanation shows that the Reliability Certification Institution has an important and strategic role in supervising goods or services circulating on the Internet.¹⁸ The purpose of having a reliability certification is so that goods and services marketed electronically can meet the standards and are fit for consumption. It is clear that goods and services marketed electronically must meet the requirements, quality, and standards when marketed to consumers. The benefits of this accreditation are that the quality and standards of goods or services marketed online are fit for public consumption.¹⁹

However, the reliability certification is intended for business actors who organize electronic transactions, not business actors who trade products to electronic transaction organizers. Likewise, in Article 73 of the PP PSTE, reliability certification is intended for business actors who organize electronic transactions, and even then, it is voluntary. This shows that consumer protection in electronic business transactions is still weak, and the level of precision is low.²⁰

In addition to the issue of voluntary reliability certification, to prevent consumer losses in conducting electronic transactions from getting smaller, the role of PPMSE is needed to carry out strict selection and validation of business actors. If this is not done, PPMSE should be held responsible if there is a loss to the consumer.²¹ Electronic transaction organizers must also be responsible for providing reporting facilities and bridging the resolution of problems between sellers or merchants and buyers.²² Obligations that electronic transaction organizers should carry out can minimize the risk of consumer losses. However, these obligations should be regulated clearly and firmly in laws and regulations. Thus, laws and regulations related to electronic business transactions become more efficient.²³

Article 48 of the PP PSTE has stated that business actors offering products through the Electronic System must provide complete and correct information related to the terms of the

¹⁶ Iman Sjahputra, *Perlindungan Konsumen Dalam Transaksi Elektronik* (Bandung: Alumni, 2010).

¹⁷ Sena Lingga Saputra, Elisatris Gultom, and Agus Suwandono, "Eksistensi Lembaga Sertifikasi Keandalan Untuk Mendukung Kegiatan E-Commerce Dalam Menghadapi Era Industri 4.0 Ditinjau Dari Undang-Undang Nomor 11 Tahun 2008 Tentang Informasi Dan Transaksi Elektronik," *Acta Diurnal Jurnal Ilmu Hukum Kenotariatan Dan Ke-PPAT-An* 2, no. 2 (2019): 200, <https://doi.org/10.24198/acta.v2i2.238>.

¹⁸ Nathania Tesalonica and Bernadetta Tjandra Wulandari, "Pencantuman Sertifikat Keandalan (Logo Trustmark) Sebagai Bentuk Perlindungan Konsumen E-Commerce Ditinjau Dari Peraturan Yang Berlaku," *Dialogia Iuridica: Jurnal Hukum Bisnis Dan Investasi* 13, no. 1 (2021): 79–96, <https://doi.org/10.28932/di.v13i1.3874>.

¹⁹ Tesalonica and Wulandari.

²⁰ Ibrahim, *Pendekatan Ekonomi Terhadap Hukum, Teori Dan Implikasi Penerapannya Dalam Penegakan Hukum*.

²¹ A Rahim, "Overview of Consumer Protection Laws Against Electronic Transactions on the Marketplace | Rahim | International Journal of Artificial Intelligence Research," *International Journal Of Artificial Intelligence Research* 0, no. 01 (2021), <https://doi.org/10.29099/ijair.v6i1.404>.

²² Abdul Halim, "Tanggung Jawab Penyedia Platform E-Commerce Dalam Melindungi Transaksi Jual Beli Melalui Platform E-Commerce," *Jurnal Notarius* 2, no. 1 (2023): 1–10.

²³ Ibrahim, *Pendekatan Ekonomi Terhadap Hukum, Teori Dan Implikasi Penerapannya Dalam Penegakan Hukum*.

contract, the manufacturer, and the products offered, must provide clear information about the contract offer or advertisement, must provide a time limit for consumers and/or contract recipients to return the goods sent and/or services provided if they do not comply with the contract or there are hidden defects, must provide information about the goods that have been sent and/or services provided and cannot burden consumers with the obligation to pay for the goods sent and/or services provided without a contractual basis. As stated in Article 48 of the PP PSTE, the obligations have no sanctions if violated. Therefore, efforts that can be made to minimize consumer losses include tightening and validating business actors through PPMSE.

Meanwhile, the provisions in the PP PMSE are contained in Article 13 paragraph (1), which states that every PMSE business actor is required to “(a) provide correct, clear and honest information about the identity of the legal subject supported by valid data and documents; (b) provide correct, clear and honest information about the conditions and guarantees for goods and/or services traded including the electronic system used according to the characteristics of the function and its role in the transaction; (c) fulfil the provisions of advertising ethics in accordance with the provisions of laws and regulations”. Violations of Article 13 paragraph (1) in accordance with Article 80 may be subject to administrative sanctions. These can be administrative sanctions in the form of: a. written warning; b. being included in the priority list of supervision; c. being included in the blacklist; d. temporary blocking of domestic PP PMSE services and/or foreign PP PMSE by the relevant authorized agency; and/or e. revocation of business licenses. Article 80 paragraph (3) “The written warning, as referred to in paragraph (2) letter a), is given a maximum of 3 (three) times within two weeks from the date the previous warning letter was issued”. Paragraph (4) “Administrative sanctions in the form of being included in the priority list for supervision, as referred to in paragraph (2) letter b, are imposed on Business Actors who do not make improvements after being given the third written warning letter”.

As a policy maker, the state should protect consumers in electronic business transactions more efficiently. Economic analysis assesses that there are two basic characteristics of laws and regulations. The first is related to the regulation's degree of precision, detail, and complexity. Second, the regulation details are provided when the regulation is enacted. In the thinking of economic analysts, the degree of accuracy or precision of law and regulation is seen in the degree of detail or the location of the related differences. In its application, more precise legal regulations do not require high costs if violations occur because precise regulations reduce or eliminate the emergence of differences in the interpretation of the regulation and reduce litigation costs.²⁴

In relation to the precision of consumer protection regulations in electronic commerce, it must fulfil eight principles called principles of legality ²⁵: 1) The legal system must contain regulations; 2) Regulations that have been made must be announced; 3) There must be no retroactive regulations; 4) Regulations must be formulated in a formula that can be understood; 5) A system must not contain regulations that conflict with each other; 6) Regulations must not contain demands that exceed what can be done; 7) There must be no habit of frequently

²⁴ Ibrahim.

²⁵ Satjipto Rahardjo, *Ilmu Hukum* (Bandung: Citra Aditya Bhakti, 2000).

changing regulations that cause someone to lose orientation; 8) There must be a match between the enacted regulations and their daily implementation.

The fourth principle of legality is that regulations must be formulated in a formula that can be understood; in the ITE Law, the form of responsibility of electronic system organizers and business actors in electronic commerce that can cause consumer losses has not been regulated. The ITE Law should contain norms that provide certainty for consumers who are harmed in trading activities through electronic transactions. Article 10 paragraph (1), as a form of legal protection, is less firm in regulating it because the word can indicate that electronic system organizers are not required to be certified by a reliability certification institution.²⁶

The form of protection for consumers in the realm of public law is contained in Article 45A paragraph (1) of the ITE Law, which states "any person who intentionally distributes and/or transmits electronic information and/or electronic documents containing false notifications or misleading information that results in material losses for consumers in electronic transactions as referred to in Article 28 paragraph (1) shall be punished with imprisonment for a maximum of 6 (six) years and/or a maximum fine of IDR 1,000,000,000 (one billion rupiah). Meanwhile, from the civil side, consumers must file a lawsuit in court to claim the losses suffered".²⁷

Responsibility of Business Actors for Consumer Losses in E-Commerce (Electronic Business Transactions)

According to Kamal, the rapid development of e-commerce hurts consumers, placing consumers in a weak bargaining position. In electronic transactions, consumer rights issues that may arise include: 1) consumers cannot identify, touch or see the goods to be ordered directly. 2) there is unclear information about the products offered, which affects consumer decisions. 3) business actors who offer their products, their status is unclear. 4) there is no guarantee of security in the electronic payment system, either using credit cards or electronic gas and the risks of using the system. 5) in online buying and selling transactions, the risks faced by consumers are usually not balanced, there is no guarantee that consumers will receive the goods. Because the guarantee made by business actors is the delivery of goods. 6) In the case of transactions that cross national borders, there is no clarity about which country's law applies if a problem occurs.

Narberth Reich & Norberth Reich formulated Problems that consumers often face are fraud committed by business actors in online transactions, such as unclear contract contents, defective products or dissatisfaction with the services offered, misleading advertisements and problems that arise after sales. While cases that consumers often face in electronic transactions are product defects, misleading advertisements, delays in delivery.²⁸

²⁶ Muhamad Amirulloh and Vidya Noor Rachmadini, "Legal Certainty in the Use of Certification of Trustworthiness by Indonesian E-Commerce Business," *Central European Journal of International and Security Studies* 12, no. 4 (2018): 565–75.

²⁷ Elli Ruslina, "Legal Protection For E-Commerce Consumers Who Receive Products That Do Not Comply With What Was Agreed" 30, no. 5 (2024): 911–17, <https://doi.org/10.53555/kuey.v30i5.2989>.

²⁸ Bernada.

Considering that the policy framework that protects consumers in various types of transactions on the internet does not seem to have been comprehensively formulated by the government, in-depth research and studies are needed on consumers and the responsibilities of business actors in e-commerce as well as dispute resolution mechanisms that can be easily accessed by consumers, because e-commerce issues often cause losses for consumers.

There are several principles of responsibility in consumer protection. These principles of responsibility include:²⁹

- 1) The liability principle is based on fault; a person can only be held legally responsible if there is an element of fault that he/she has committed. What is meant by fault is an element that is contrary to the law.
- 2) The principle of presumption is that the defendant is always responsible; he/she is always considered responsible until he/she can prove that he/she is not guilty. So, the burden of proof is on the defendant.
- 3) The principle of the presumption of not always being responsible is only known in the scope of very limited consumer transactions, and such limitations are usually justified by common sense.
- 4) Principle of absolute liability: the principle of liability that determines fault is not a determining factor.
- 5) Principle of liability with limitations: business actors very much like this principle to be included as an exoneration clause in standard agreements.

These forms of responsibility principles cannot automatically be applied in electronic business transactions. In the principle of presumption to always be responsible, for example, it applies in transportation, especially air transportation. The principle of presumption not to always be responsible is only in limited transactions, for example, in transportation law, where loss or damage to goods in baggage/cabin is the passenger's responsibility. Absolute responsibility is only applied in the Aviation Law. However, this absolute responsibility in consumer protection law is known as product liability. Producers must be responsible for losses consumers suffer from the use of marketed products.³⁰

The use of internet media to conduct transactions disrupts the parties' rights to anonymity or even has to be lost altogether. This is because identification is fundamental to imposing legal responsibility; it is impossible to sue someone anonymously even before a transaction begins immediately; a buyer will definitely doubt a seller who does not have a clear identity. This is where the role of this institution becomes increasingly important because, as is the practice in America and the existing theory, the first or lowest level of certification is the security of identity or identity seal.

In the regulation of the Minister of Trade Number 31 of 2023 Article 11 paragraph (1) it is stated that "Traders (Merchants) are required to display information regarding evidence of compliance with the standards of Goods and/or Services, in the form of: (1) goods registration number or Indonesian National Standard certificate or other technical requirements for Goods and/or Services that have been subject to Indonesian National Standards or mandatory technical

²⁹ Shidarta, *Hukum Perlindungan Konsumen Indonesia* (Jakarta: Grasindo, 2004).

³⁰ Shidarta.

requirements in accordance with the provisions of laws and regulations; (2) halal certificate number for Goods and/or Services that must be halal certified in accordance with the provisions of laws and regulations; (3) product registration number for Goods related to security, safety, health, and the environment for Goods that are required in accordance with the provisions of laws and regulations; and (4) permit number, registration number, or certificate number for cosmetic, drug, and food products in accordance with the provisions of laws and regulations”. However, in reality, many traders enter and can offer goods/services, both individuals and entrepreneurs, without having a business license as required by the Minister of Trade Regulation. These unlicensed business actors have the potential to harm consumers and make it difficult for consumers to claim compensation. Therefore, to prevent naughty business actors, PMSE is obliged to delete products, reduce seller rights, or suspend and terminate accounts.³¹ If this is done, consumers' losses may be minimized, and business actors will not worsen their position.³²

There are many cases where consumers get goods, they buy that do not match the description mentioned in the advertisement, and the business actor must be responsible. Consumers have difficulty returning or complaining to the business actor, and the disputed value is not too large. Consumers who file a complaint with the producer become discouraged because the transaction value is small. However, in reality, it is clear that consumers are disadvantaged because the goods sent by the business actors are not appropriate. Even if the electronic transaction organizer provides a complaint mechanism, it is not uncommon for consumers who complain not to get the expected response from the business actor.³³

E-commerce consumer protection requires common standards for products and services marketed online or offline. Thus, business actors and entrepreneurs should not only pay attention to the security and quality of products from the consumer demand side. For this reason, a strong and well-organized consumer protection system is needed so that consumers have bargaining power and are able to answer the complexity of rights violation problems that are often experienced, especially by e-commerce consumers and offline market consumers in general.

Consumers can make legal efforts in electronic business transactions, such as filing a lawsuit for breach of contract, on the grounds that the business actor's obligations in the electronic contract have not been fulfilled.³⁴ Failure to fulfil this obligation means that the rights of another party (the buyer), have been violated, and the legal consequences are causing losses. Legal protection is based on Article 38 and Article 39 of the ITE Law and Article 23 of the

³¹ Rahim, “Overview of Consumer Protection Laws Against Electronic Transactions on the Marketplace | Rahim | International Journal of Artificial Intelligence Research.”

³² Ibrahim, *Pendekatan Ekonomi Terhadap Hukum, Teori Dan Implikasi Penerapannya Dalam Penegakan Hukum*.

³³ Paramita Prananingtyas Ella Alvina Santoso, “Tanggung Jawab Pelaku Usaha Terhadap Konsumen Dalam Transaksi Jual Beli Melalui E-Commerce,” *NOTARIUS* 17, no. 1 (2024): 341–55.

³⁴ Ilya Matveev, Eurasian Studies, and The George, “S Uperheroes a Re B Ig B Usiness” 27, no. August (2006): 2006.

Consumer Protection Law. This regulation provides a legal umbrella for people who feel disadvantaged by e-commerce activities.³⁵

Trading activities through electronic systems are always related to their provisions in the Civil Code, especially if in its implementation it causes losses to other parties. Article 1365 of the Civil Code states that every act that causes losses to other parties requires the person who caused the loss to provide compensation. This provision is often referred to as an unlawful act. However, unlawful acts are not expressly regulated in the ITE Law.³⁶

In electronic commerce, the principle of consensual can be seen in Article 20 paragraph (1) of the ITE Law, which states: "Unless otherwise determined by the parties, Electronic Transactions occur when the transaction offer sent by the Sender has been received and approved by the Recipient". This provision is re-stated in Article 47 of the PP PSTE, which is then emphasized by Article 50 paragraph (1) of the PP PSTE, which states that "Electronic Transactions occur when an agreement is reached between the parties, namely when the transaction offer sent by the sender has been received and approved by the recipient". Legal protection for consumers occurs since the agreement, this is in line with the provisions that have been regulated in the Civil Code. The agreement occurs when the consumer accepts the terms offered by the business actor in an electronic transaction.

The form of responsibility of the electronic system organizer as per Article 15 of the ITE Law states that 1) In organizing an electronic system, the organizer must do so reliably and safely and be responsible for the operation of the electronic system. 2) The organizer is responsible for organizing its electronic system. This responsibility is excluded if the organizer can prove that there is an error or unsafe implementation due to force majeure or due to user error and/or negligence. This responsibility does not include responsibility for consumer losses caused by unscrupulous business actors. The organizer only provides a complaint mechanism if the consumer suffers a loss.³⁷ However, if consumers can easily access the complaint mechanism, then the protection provided has been efficient. The mechanism provides balanced compensation to consumers harmed by business actors' behaviour.³⁸

However, the provisions of Articles 9, 10 and 15 do not have sanctions, meaning that the ITE Law does not mention sanctions if business actors or electronic transaction organizers violate them. This is where the weakness of the ITE Law lies, as its precision is low. Business actors or electronic transaction organizers are often not responsible if consumers suffer losses in electronic business transactions. The action that consumers can take is to file a civil lawsuit in court, and this is very difficult for consumers, as the weaker consumers will usually think twice about suing business actors, especially if the transaction value is small.

³⁵ Suwari Akhmaddhian dan Asri Agustiwi, "Perlindungan Hukum Terhadap Konsumen Dalam Transaksi Jual Beli Secara Elektronik Di Indonesia," *Unifikasi* 3, no. 2 (2016).

³⁶ Hetty Hassanah, "Analisis Hukum Tentang Perbuatan Melawan Hukum Dalam Transaksi Bisnis Secara Online (E-Commerce) Berdasarkan Burgerlijke Wetboek Dan Undang-Undang Nomor 11 Tahun 2008 Tentang Informasi Dan Transaksi Elektronik," *Wawasan Hukum* 32, no. 1 (2015).

³⁷ Halim, "Tanggung Jawab Penyedia Platform E-Commerce Dalam Melindungi Transaksi Jual Beli Melalui Platform E-Commerce."

³⁸ Ibrahim, *Pendekatan Ekonomi Terhadap Hukum, Teori Dan Implikasi Penerapannya Dalam Penegakan Hukum*.

By using economic analysis as an approach in compiling legal norms, it must not eliminate the element of justice. Justice in an economic perspective is based on three things, namely value, utility and efficiency which are based on human rationality. Laws are created and applied to increase the public interest as widely as possible (maximizing overall social utility).³⁹ The costs incurred should be smaller than the justice obtained to obtain compensation. Therefore, a simple and easy mechanism is needed for cost efficiency, but consumers will obtain compensation.

Article 18 of the PMSE PP states (1) In the event that PMSE harms Consumers, Consumers may report the losses suffered to the Minister. (2) Business Actors reported by Consumers who have suffered losses must complete the reporting referred to in paragraph (1). (3) Business Actors who do not complete the reporting referred to in paragraph (2) are included in the priority list of supervision by the Minister. (4) The priority list of supervision, as referred to in paragraph (3), can be accessed by the public. (5) Further provisions regarding the priority list of supervision are regulated in the Ministerial Regulation.

Article 18 of the PMSE PP is intended to protect consumers who are harmed in trading through electronic systems. However, this is difficult for consumers because they have to report their losses to the Minister. The report should not be directly addressed to the Minister because it is not implementable, so an institution should be appointed to receive reports and resolve consumer losses. Consumers often suffer losses from electronic business organizers and business actors who trade products on PPMSE. The sixth principle of Fuller's teachings is that regulations must not contain demands that exceed what can be done.⁴⁰

CONCLUSION

Based on the discussion above, several things can be concluded that the Consumer Protection Law, ITE Law, PP PMSE, PP PSTE, and Permendag Number 31 of 2023 contain legal protection for consumers who are harmed in electronic business transactions. The various laws and regulations have provided protection to consumers by imposing sanctions on business actors who offer products that do not match what is received by consumers. However, if consumers suffer losses, it is not easy for them to reclaim their rights. Article 18 of the PP PMSE is considered less implementable, as the sixth principle of Fuller's teachings is that regulations must not contain demands that exceed what can be done. In addition, to provide efficient legal protection for consumers, prevention efforts can be made by validating business actors before offering their products in the marketplace by PPMSE. While enforcement efforts can be made to replace the losses that arise, PPMSE must provide efficient mechanisms for returning consumer losses. PPMSE is obliged to delete products, reduce seller rights or suspend and terminate accounts.

REFERENCES

Agustiwi, Suwari Akhmaddhian dan Asri. "Perlindungan Hukum Terhadap Konsumen Dalam

³⁹ Nurfitriyani, Siti Hamidah, and Reka Dewantara, "Analysis of Economic Law on Banking Regulation in Customer Legal Protection," *Jurnal IUS Kajian Hukum Dan Keadilan* 9, no. 2 (2021): 460–71, <https://doi.org/10.29303/ius.v9i2.911>.

⁴⁰ Rahardjo, *Ilmu Hukum*.

- Transaksi Jual Beli Secara Elektronik Di Indonesia.” *Unifikasi* 3, no. 2 (2016).
- Amirulloh, Muhamad, and Vidya Noor Rachmadini. “Legal Certainty in the Use of Certification of Trustworthiness by Indonesian E-Commerce Business.” *Central European Journal of International and Security Studies* 12, no. 4 (2018): 565–75.
- Bernada, Tetanoe. “Upaya Perlindungan Hukum Pada Konsumen Dalam Transaksi E-Commerce Untuk Mendukung Pertumbuhan Ekonomi Digital Di Indonesia.” *Jurnal Hukum Dan Peradilan* 6, no. 1 (2017).
- Ella Alvina Santoso, Paramita Prananingtyas. “Tanggung Jawab Pelaku Usaha Terhadap Konsumen Dalam Transaksi Jual Beli Melalui E-Commerce.” *NOTARIUS* 17, no. 1 (2024): 341–55.
- Gultom, Didik M. Arief Mansur dan Elisatris. *Cyber Law (Aspek Hukum Teknologi Informasi)*. Bandung: Refika aditama, 2015.
- Halim, Abdul. “Tanggung Jawab Penyedia Platform E-Commerce Dalam Melindungi Transaksi Jual Beli Melalui Platform E-Commerce.” *Jurnal Notarius* 2, no. 1 (2023): 1–10.
- Hassanah, Hetty. “Analisis Hukum Tentang Perbuatan Melawan Hukum Dalam Transaksi Bisnis Secara Online (E-Commerce) Berdasarkan Burgerlijke Wetboek Dan Undang-Undang Nomor 11 Tahun 2008 Tentang Informasi Dan Transaksi Elektronik.” *Wawasan Hukum* 32, no. 1 (2015).
- Ibrahim, Johny. *Pendekatan Ekonomi Terhadap Hukum, Teori Dan Implikasi Penerapannya Dalam Penegakan Hukum*. Surabaya: PMN & ITSPress, 2009.
- Matveev, Ilya, Eurasian Studies, and The George. “S Uperheroes a Re B Ig B Usiness” 27, no. August (2006): 2006.
- Musmualim,, Fokky Fuad, and Suartini. "Legal Protection for Consumers in Transactions E-Commerce by Era Diigital." *Eduvest - Journal of Universal Studies* 4, no. 12 (2024): 11935–43.
- Neacsu, Nicoleta Andreea. “Consumer Protection in Electronic Contracts.” *Bulletin of Transilvania University of Brasov Series V*, 9, no. 1 (2016): 301.
- Nurfitriyani, Siti Hamidah, and Reka Dewantara. “Analysis of Economic Law on Banking Regulation in Customer Legal Protection.” *Jurnal IUS Kajian Hukum Dan Keadilan* 9, no. 2 (2021): 460–71. <https://doi.org/10.29303/ius.v9i2.911>.
- Posner, Richard. *Economic Analysis of Law*. 5th ed. New York: A Division of Aspen Publisher, Inc, 1998.
- Rahardjo, Satjipto. *Ilmu Hukum*. Bandung: PT Citra Aditya Bakti, 2000.
- Rahim, A. “Overview of Consumer Protection Laws Against Electronic Transactions on the Marketplace | Rahim | International Journal of Artificial Intelligence Research.” *International Journal Of Artificial Intelligence Research* 0, no. 01 (2021). <https://doi.org/10.29099/ijair.v6i1.404>.
- Ruslina, Elli. “Legal Protection For E-Commerce Consumers Who Receive Products That Do Not Comply With What Was Agreed” 30, no. 5 (2024): 911–17. <https://doi.org/10.53555/kuey.v30i5.2989>.
- Saputra, Sena Lingga, Elisatris Gultom, and Agus Suwandono. “Eksistensi Lembaga Sertifikasi Keandalan Untuk Mendukung Kegiatan E-Commerce Dalam Menghadapi Era Industri 4.0 Ditinjau Dari Undang-Undang Nomor 11 Tahun 2008 Tentang Informasi Dan Transaksi Elektronik.” *Acta Diurnal Jurnal Ilmu Hukum Kenotariatan Dan Ke-PPAT-An* 2, no. 2

- (2019): 200. <https://doi.org/10.24198/acta.v2i2.238>.
- Septiningsih, Ismawati. "Consumer Protection in the Digital Era: An Analysis of Consumer Protection in E-Commerce." *Nusantara : Journal of Law Studies* 3, no. 2 (2024): 1–7.
- Shidarta. *Hukum Perlindungan Konsumen Indonesia*. Jakarta: Grasindo, 2004.
- Sjahputra, Iman. *Perlindungan Konsumen Dalam Transaksi Elektronik*. Bandung: Alumni, 2010.
- Susanto, Happy. *Hak-Hak Konsumen Jika Dirugikan*. Yogyakarta: Visi Media, 2008.
- Tesalonica, Nathania, and Bernadetta Tjandra Wulandari. "Pencantuman Sertifikat Keandalan (Logo Trustmark) Sebagai Bentuk Perlindungan Konsumen E-Commerce Ditinjau Dari Peraturan Yang Berlaku." *Dialogia Iuridica: Jurnal Hukum Bisnis Dan Investasi* 13, no. 1 (2021): 79–96. <https://doi.org/10.28932/di.v13i1.3874>.
- Tubishat, Bassam Mustafa Abdul Rahman. "Electronic Commerce and Consumer Protection in Jordan: The Emerging Trend." *International Journal of Religion* 5, no. 2 (2024): 328–45. <https://doi.org/10.61707/n26a5837>.
- Wahyudi, Onno W. Purbo dan Aang Arif. *Mengenal E-Commerce*. Jakarta: Elex Media Komputindo, 2001.
- Wahyuni, Niniek. "Consumer Protection In Indonesia on Selling Buy Transaction Through E-Commerce." *Journal of International Trade, Logistics and Law* 4, no. 1 (2018): 1–8.
- Zhang, Yu, and Huimin Huang. "Unraveling How Poor Logistics Service Quality of Cross-Border E-Commerce Influences Customer Complaints Based on Text Mining and Association Analysis." *Journal of Retailing and Consumer Services* 28 (2025).