

## Legal Protection for Debtors in Online Transactions: Evaluating Safeguards in E-Commerce

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### Abstract

This study aims to examine the legal protection afforded to consumers in electronic commerce transactions. Consumer protection is crucial for ensuring legal certainty in online transactions. The research adopts a normative legal research approach to assess the effectiveness of the protection provisions outlined in Law No. 19/2016. The study identifies two primary concepts of legal protection in the context of electronic transactions: preventive legal protection and repressive legal protection. Preventive legal protection encompasses measures designed to prevent potential harm to consumers before transactions occur. In contrast, repressive legal protection involves legal actions taken to address and resolve disputes arising from violations in electronic transactions. The findings indicate that these two concepts of legal protection are complementary in creating a secure and fair environment for electronic commerce. Preventive legal protection aims to provide consumers with a sense of security by ensuring that service and product providers adhere to established standards before transactions take place. On the other hand, repressive legal protection ensures that consumers have mechanisms to seek justice if violations or damages occur post-transaction. This research offers insights into the current regulatory effectiveness and underscores the need to strengthen legal protection mechanisms to address challenges emerging from technological advancements. It highlights that in the rapidly evolving digital era, regulations and legal protections must swiftly adapt to new forms of electronic commerce. Strengthening legal protections will not only enhance consumer trust but also promote healthier and more sustainable growth in the digital economy.

## 1. Introduction

With the development of society and technology, people are increasingly using digital technological tools, including for interacting with one another. Almost all economic activities worldwide, especially in Indonesia, utilize the internet and electronic systems. One aspect of these economic activities is transactions conducted via the internet, known as e-commerce.<sup>1</sup> Electronic transactions or e-commerce are among the most significantly influenced forms of trade by advancements in information technology. Through these trading transactions, the traditional market concept (where sellers and buyers meet physically) has shifted to the

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<sup>1</sup> Muhammad Reza, Slamet Riyanto Anwar, and Muhammad Fahrudin, "Perlindungan Hukum Terhadap Konsumen Dalam Transaksi E-Commerce (Studi Kasus E-Commerce Pada Media Sosial Instagram)," *Jurnal Hukum Jurisdiction* 3, no. 2 (December 20, 2021): 99–110, <https://doi.org/10.34005/jhj.v3i2.46>; Didik Kusuma Yadi, Muhammad Sood, and Dwi Martini, "Perlindungan Hukum Bagi Para Pihak Dalam Transaksi E-Commerce Menurut Tata Hukum Indonesia," *Commerce Law* 2, no. 1 (June 28, 2022), <https://doi.org/10.29303/commercelaw.v2i1.1368>; Yanci Libria Fista, Aris Machmud, and Suartini Suartini, "Perlindungan Hukum Konsumen Dalam Transaksi E-Commerce Ditinjau Dari Perspektif Undang-Undang Perlindungan Konsumen," *Binamulia Hukum* 12, no. 1 (August 29, 2023): 177–89, <https://doi.org/10.37893/jbh.v12i1.599>.

telemarketing concept (remote trading via the internet). E-commerce has also transformed how consumers obtain the products they desire. The internet has a profound impact on the global economy. It has ushered the world economy into a new era, popularly known as digital economics. The internet is no longer a novelty in the phase of technological growth and development. This rapid technological advancement has brought about significant changes to the lifestyle patterns of many people in Indonesia.

These lifestyle patterns occur in almost all fields, including social, cultural, trade, and others. In the field of trade, the internet has increasingly been utilized as a medium for business activities, primarily due to its contribution to efficiency. Information Technology (IT) has transformed society, creating new types and opportunities for business, as well as new types of jobs and careers. One of the most developed areas within IT is the internet. Through the internet, people have a broader scope for selecting products (goods and services) according to their desires, with various qualities and quantities. There are several types of fraud encountered in online transactions, such as:

- a. the delay in the delivery of goods that does not match the promised timeframe
- b. goods not meeting the specifications
- c. goods that cannot be returned if damaged
- d. refund processes that take a long time

The issues mentioned above indicate that transactions conducted through electronic media or e-commerce carry significant risks. Specifically, in the trading system, such as payment, there is a risk because consumers are typically required to make an advanced payment, while they cannot verify the accuracy and quality of the ordered goods and there is no guarantee that the goods will be delivered as ordered.<sup>2</sup> This is because, in electronic or e-commerce transactions, all parties involved in the transaction, from the seller's (producer's) offer to the final agreement and execution of the sale, use electronic data and rely on internet and computer networks.<sup>3</sup> Connecting to the internet, as a public network, is inherently insecure, resulting in the consequence that electronic transactions conducted over the internet are high-risk transactions in an insecure medium. However, the inherent weaknesses of the internet as an insecure public network can be minimized through the application of cryptographic technology. Cryptography involves securing information by encrypting it with an algorithm to produce ciphered or locked data, which can only be read or opened by reversing the encryption process (decryption). Additionally, the fundamental weaknesses of the open network mentioned above can actually be anticipated or minimized through the use of digital signature security systems, which also utilize cryptographic technology. Various challenges in the development of electronic commerce, such as infrastructure limitations, the absence of legislation, transaction security guarantees, and particularly human resources, can be addressed through efforts to develop e-commerce institutions.

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<sup>2</sup> Lathifah Hanim, "Perlindungan Hukum Bagi Para Pihak Dalam E-Commerce Sebagai Akibat Dari Globalisasi Ekonomi.," *Jurnal Pembaharuan Hukum* 1, no. 2 (August 1, 2014): 191, <https://doi.org/10.26532/jph.v1i2.1476>.

<sup>3</sup> Irsan Rahman et al., "Hukum Perlindungan Konsumen Di Era E-Commerce: Menavigasi Tantangan Perlindungan Konsumen Dalam Lingkungan Perdagangan Digital," *Jurnal Hukum Dan HAM Wara Sains* 2, no. 08 (August 31, 2023): 704-12, <https://doi.org/10.58812/jhhws.v2i08.605>.

Although it poses risks, neglecting the development of technological capabilities will have negative consequences in the future. Therefore, openness, proactivity, and anticipation are alternatives to address the dynamics of technological advancements. This is because Indonesia has already become part of the global e-commerce market. Due to the frequent occurrence of fraud in electronic media or e-commerce transactions that harms consumers, there is a need for regulations that can provide legal protection for consumers. Legal certainty for consumers in electronic commerce transactions is necessary to build consumer trust.<sup>4</sup>

## 2. Methods

This research employs normative legal research. Normative legal research is a process for discovering legal rules, principles, and doctrines to address legal issues. The approach used in this research is the statutory approach, which involves examining all laws and regulations related to the legal issue at hand, specifically concerning legal protection and legal certainty for consumers in electronic commerce transactions. Additionally, a conceptual approach is used to analyze concepts and theories of legal certainty in sales agreements.

## 3. Results and Discussion

Legal protection encompasses all efforts to fulfill rights and provide assistance to ensure the safety of witnesses and/or victims. Protection of crime victims, as part of community protection, can be realized in various forms, such as through restitution, compensation, medical services, and legal assistance. Legal protection provided to legal subjects can take the form of devices that are either preventive or repressive, and may be either oral or written.<sup>5</sup> In other words, legal protection can be described as a distinct representation of the function of law itself, with the concept that the law provides justice, order, certainty, utility, and peace. Legal protection is the safeguarding of dignity and respect, as well as the recognition of human rights possessed by legal subjects based on legal provisions against arbitrariness.<sup>6</sup>

Consumer protection is a term used to describe the legal measures that provide protection to consumers from harm resulting from the use of products and/or services. Consumer protection has a broad scope, covering protection against goods and services, starting from the stage of acquiring goods and services to the consequences of using those goods and/or services. The scope of consumer protection can be distinguished into two aspects: protection against the possibility that the goods delivered to consumers do not conform to what was agreed upon; and Protection against the imposition of unfair terms on consumers.<sup>7</sup> The goal of consumer protection is to create a sense of security for consumers in

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<sup>4</sup> Heldia Natalia, "Perlindungan Hukum Terhadap Konsumen Dalam Transaksi E-Commerce," *Melayunesia Law* 1, no. 1 (December 1, 2017): 111, <https://doi.org/10.30652/mnl.v1i1.4497>.

<sup>5</sup> Phillipus M. Hadjon, *Perlindungan Hukum Bagi Rakyat Indonesia* (Surabaya: PT Bina Ilmu, 1987); Fista, Aris Machmud, and Suartini, "Perlindungan Hukum Konsumen Dalam Transaksi E-Commerce Ditinjau Dari Perspektif Undang-Undang Perlindungan Konsumen"; Natalia, "Perlindungan Hukum Terhadap Konsumen Dalam Transaksi E-Commerce."

<sup>6</sup> Phillipus M. Hadjon, *Perlindungan Hukum Bagi Rakyat Indonesia*.

<sup>7</sup> HENDRA ADI SAPUTRA, "Peran Marketplace Dalam Memberikan Perlindungan Terhadap Konsumen Menurut Undang-Undang Perlindungan Konsumen," *GANEC SWARA* 17, no. 4 (December 1, 2023): 2200, <https://doi.org/10.35327/gara.v17i4.688>; Alfina Maharani and Adnand Darya Dzikra, "Fungsi Perlindungan Konsumen Dan Peran Lembaga Perlindungan Konsumen Di Indonesia :

fulfilling their needs.<sup>8</sup> It is evident that all consumer protection norms in Law Number 8 of 1999 concerning the Consumer Protection (hereinafter referred to as Law No. 8/1999) have criminal sanctions. In summary, the efforts intended in consumer protection encompass not only preventive measures but also repressive actions across all areas of protection provided to consumers.

To enforce consumer protection law, it is necessary to establish principles that serve as the foundation for legal determination. Regulations regarding the principles or foundations applicable in consumer protection law are outlined in legislation, stating that consumer protection is based on benefits, justice, balance, consumer safety, and legal participation. In society, especially in the context of businesses using e-commerce, where we live among people with differing temperaments and interests, it is inevitable that we will encounter disputes or conflicts. Disputes in e-commerce transactions are caused by breaches of contract by parties, which may involve failure to fulfill obligations, fulfilling obligations but not as expected/incorrect fulfillment, or delays in fulfilling obligations. Considering the importance of accurate, clear, and honest information about the condition and warranties of goods and/or services, as well as explanations for use, repair, and maintenance. In the context of electronic media trade or e-commerce, the aspect of consumer protection under Law No. 8/1999 concerns the conduct of purchasing through electronic media and the prohibitions for business actors and e-commerce. This trading activity is conducted without direct face-to-face interaction, and consumers and business actors do not know each other beforehand. The rights of consumers in online transactions are highly vulnerable to violations, making consumers' bargaining position weak. One reason for the weakness of consumers' position in trade transactions is the unclear information provided by producers about the traded goods. Discussing the need for accurate and clear information that consumers must receive about traded goods and services means addressing the consumer rights regulated in Law No. 8/1999. Article 4, letter c of Law No. 8/1999 states, "Consumers have the right to receive accurate, clear, and honest information about the condition and guarantees of goods and/or services."

In trading goods and services, business actors are required to provide accurate and clear information about the condition of the goods. This requirement is specified in Article 7, letter b of Law No. 8/1999, which states, "providing accurate information is the responsibility of the business actor." The prohibited actions for business actors are regulated in Articles 8 to 17 of Law No. 8/1999. This aspect can be enforced if it can be proven that the goods and/or services traded violate these provisions. Additionally, this regulation also addresses the prohibition of misleading advertisements that deceive consumers into believing that the goods and/or services offered are in good condition when they are not. Furthermore, regarding the responsibility of business actors, if consumers receive goods that do not meet the promised

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Perlindungan, Konsumen Dan Pelaku Usaha (Literature Review)," *Jurnal Ekonomi Manajemen Sistem Informasi* 2, no. 6 (July 11, 2021): 659–66, <https://doi.org/10.31933/jemsi.v2i6.607>.

<sup>8</sup> Sutan Pinayungan Siregar, "Kepastian Hukum Perlindungan Konsumen Sesuai Dengan Ketentuan Undang-Undang Perlindungan Konsumen," *Journal of Law, Administration, and Social Science* 4, no. 2 (March 31, 2024): 228–33, <https://doi.org/10.54957/jolas.v4i2.619>.

conditions, the responsibilities of business actors are regulated in Articles 19 to 28 of Law No. 8/1999. This aspect applies when a business actor engages in actions that harm consumers.<sup>9</sup>

In electronic media transactions, an undesirable situation occurs when there is a loss incurred by the consumer. This loss may result from inaccurate information provided by the business actor in advertising the goods or services. When experiencing a loss, consumers have the right to obtain compensation, as stipulated in Article 4, letter h of Law No. 8/1999, which states, "Consumers have the right to receive compensation and/or replacement if the goods and/or services received do not conform to the agreement or are not as expected." E-commerce is clearly regulated under Law Number 7 of 2014 concerning the Trade (hereinafter referred to as Law No. 7/2014). Law No. 7/2014 is a manifestation of the desire to advance the trade sector through trade policies that prioritize national interests. This is clearly stated in Article 2, letter (a) of Law No. 7/2014, which declares that "trade policy is formulated based on the principle of national interest." National interests include, among other things: promoting economic growth, enhancing trade competitiveness, protecting domestic production, expanding the labor market, protecting consumers, ensuring the smooth availability of goods and services, strengthening Micro, Small Medium Enterprise (MSMEs) and so on. Law No. 7/2014 provides protection for consumers engaged in electronic commerce activities. Its provisions are outlined in Article 65 as follows:

1. Every business actor trading goods and/or services using an electronic system must provide complete and accurate data and/or information;
2. Every business actor is prohibited from trading goods and/or services using an electronic system that does not conform to the data and/or information referred to in paragraph (1);
3. The use of electronic systems as mentioned in paragraph (1) must comply with the provisions regulated in electronic law;
4. Data and/or information as referred to in paragraph (1) must at a minimum include:
  - a. The identity and legality of the business actor, whether producer or distributor;
  - b. Technical requirements of the offered goods;
  - c. Technical requirements or qualifications of the offered services;
  - d. Price and payment methods for the goods and/or services; and
  - e. Delivery method of the goods.
5. In the event of a dispute related to trade transactions through electronic systems, individuals or business entities experiencing disputes may resolve such disputes through the court or other dispute resolution mechanisms;
6. Any business actor trading goods and/or services using an electronic system who fails to provide complete and accurate data and/or information as referred to in paragraph (1) shall be subject to administrative sanctions in the form of license revocation.

Article 65 of Law No. 7/2014 requires business actors in electronic commerce to provide complete and accurate information. Law Number 19 of 2016 on Amendments to Law Number

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<sup>9</sup> Ashari Abd.Asis Betham, Nasrun Hipan, And Firmansyah Fality, "Analisis Yuridis Prosedur Pengadaan Barang/Jasa Pemerintah Serta Perlindungan Hukum Terhadap Pelaku Pengadaan Barang/Jasa," *Jurnal Yustisiabel* 3, No. 2 (October 31, 2019): 191, <https://doi.org/10.32529/Yustisiabel.V3i2.398>.

11 of 2008 concerning the Electronic Information and Transactions (hereinafter referred to as Law No. 19/2016) serves as the main legal basis for transactions involving electronic media. The significance of Law No. 19/2016 in providing protection to consumers engaged in electronic commerce includes:

1. Recognition of Transactions: It acknowledges electronic transactions, information, documents, and signatures within the framework of contract law and evidence law, thereby ensuring legal certainty for electronic transactions.
2. Classification of Violations: It classifies actions that constitute legal violations related to the misuse of information technology, accompanied by criminal sanctions.
3. Scope of Application: Law No. 19/2016 applies to any person engaging in legal acts, both within and outside Indonesia. Thus, the scope of Law No. 19/2016 is not only local but also international.

In relation to consumer rights as stated in Article 4, letter c of Law No. 8/1999, which affirms that consumers have the right to receive accurate and clear information about products sold by business actors, Law No. 19/2016 addresses this issue in Article 9. Article 9 of Law No. 19/2016 states: "Business actors offering products through electronic systems must provide complete and accurate information regarding contract terms, producers, and the products offered." This provision ensures that consumers have the right to receive accurate and comprehensive information about goods or products offered by business actors in electronic commerce. Legal protection for consumers in electronic transactions is outlined in Article 28, paragraph (1) of Law No. 19/2016: "Any person who intentionally and unlawfully disseminates false and misleading information that results in consumer losses in electronic transactions." The criminal sanctions for violations of Article 28, paragraph (1) are specified in Article 45, paragraph (1) of Law No. 19/2016: "Anyone who intentionally and unlawfully disseminates false and misleading information that causes consumer losses 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 fine of up to IDR.1,000,000,000 (one billion rupiahs)." When discussing legal provisions governing online transactions, it is important to acknowledge that these are also subject to general rules of sale, with the primary difference being the medium used. Consequently, certain legal impacts require specific regulations. The formation of an electronic contract occurs upon the acceptance of an offer by one of the parties. It can be said that electronic commerce transactions are inherently linked to the general sale concepts regulated in Articles 1457 to 1540 of the Indonesia Civil Code.

If the regulation of electronic media sales or e-commerce is conducted by applying the Indonesia Civil Code by analogy, then the provisions of the Indonesia Civil Code (Book Three on Obligations) will be applied to e-commerce. In this context, several important provisions in contract law are outlined. An electronic commerce sale agreement is fundamentally based on the concept of agreements as stated in Article 1313 of the Indonesia Civil Code: "An agreement is an act by which one or more persons bind themselves to one or more others." Therefore, for an agreement to be valid, four conditions must be met as outlined in Article 1320 of the Indonesia Civil Code: agreement by those involved in the contract; the ability to create an

obligation; the subject matter of the agreement must be clear; and the purpose of the agreement must be lawful.<sup>10</sup>

In the event that the first and second elements are not met, the contract may be annulled. However, if the third and fourth elements are not fulfilled, the contract is considered void by law. Regarding the items that can be the subject of an agreement, Article 1332 of the Indonesia Civil Code states that the items must be commercially tradable, and Article 1333 of the Indonesia Civil Code stipulates that the items can be classified or quantified. Goods that will exist in the future can be the subject of an agreement (Article 1334 of the Indonesia Civil Code). An obligation in an electronic commerce transaction creates an agreement that must be fulfilled by the business actor, especially concerning issues faced by consumers in electronic media sales, such as the obligation of the business actor to provide information. The provisions regarding the right to accurate and clear information about the goods being sold in the Indonesia Civil Code are found in Article 1473, which states: "The seller is required to explicitly state what they are binding themselves to: any promises that are not clear and can be interpreted in various ways must be construed against the seller."

Transactions of buying and selling through electronic media or e-commerce, according to several regulations that have been studied, have indeed provided legal protection for consumers. Nationally, legal rules that offer consumer protection can be found in Law No. 8/1999 concerning Consumer Protection, specifically in the aspects of prohibited actions for business actors Articles 8 to 17 Law No. 8/1999 and the responsibilities of business actors (Articles 19 to 28). Law No. 8/1999 provides consumer rights aimed at protecting consumers. However, Law No. 8/1999 has limitations, such as its inability to reach business actors based abroad. According to Article 1, Paragraph 3 of Law No. 8/1999, the term "business actor" refers only to those operating within the legal territory of the Republic of Indonesia. Legal provisions that specifically regulate and protect consumers in electronic commerce can be found in Law No. 7 of 2014. Consumer protection in e-commerce under Article 65 of Law No.7/2014, which requires business actors to provide accurate and complete information about the goods to be traded. Consumer protection in electronic commerce activities is also addressed in Law No. 19 of 2016. In Article 28, Paragraph (1) and Article 45A, Paragraph (1) Law No. 19/2016, consumer protection is provided, with criminal sanctions. The electronic commerce sales agreement fundamentally follows the same principles as conventional sales agreements. Electronic sales agreements adhere to the general principles of contracts as described in Article 1313 of the Indonesia Civil Code. Therefore, the validity of an agreement requires the conditions set out in Article 1320 of the Indonesia Civil Code. To protect consumers' rights to

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<sup>10</sup> Suradi Suradi, "Aspek Hukum Penerapan Perjanjian Baku Terhadap Perjanjian Sewa Beli Dalam Sistem Hukum Perdata," *Law, Development and Justice Review* 5, no. 1 (May 6, 2022): 44-46, <https://doi.org/10.14710/ldjr.v5i1.15004>; Diah Anggraeni Ndaomanu, "Kesepakatan Perjanjian Jual Beli Melalui Mesin Jual Otomatis (Vending Machine) Ditinjau Dari Aspek Hukum Perjanjian," *Jurnal Ilmu Hukum: ALETHEA* 5, no. 1 (June 21, 2022): 55-72, <https://doi.org/10.24246/alethea.vol5.no1.p55-72>; Purnama Trisnamansyah, "Syarat Subjektif Dan Objektif Sahnya Perjanjian Dalam Kaitannya Dengan Perjanjian Kerja," *Syar Hukum: Jurnal Ilmu Hukum* 15, no. 2 (July 23, 2018): 158-83, <https://doi.org/10.29313/sh.v15i2.2373>.

accurate and honest information about traded goods, the Article 1473 Civil Code has regulated this in.

The concept of legal protection for consumers encompasses two aspects: preventive legal protection and repressive legal protection. The following discussion will cover both concepts of legal protection.

#### A. Preventive Legal Protection

According to Philipus M. Hadjon, preventive legal protection is a form of legal protection in which citizens are given the opportunity to raise objections or opinions before a government decision takes on an administrative form.<sup>11</sup> In other words, preventive legal protection aims to prevent problems or disputes from occurring. Thus, disputes in electronic transactions require preventive measures to protect consumers. The government's oversight role in consumer protection is carried out by the relevant minister or technical minister. Government oversight is regulated under Article 8 of Government Regulation Number 58 of 2001 concerning the Guidance and Supervision of Consumer Protection Implementation (PP No. 58/2001) as follows:

1. Government oversight is conducted over business operators in meeting production quality standards for goods and/or services, the inclusion of standard clauses, promotion, advertising, and after-sales service for goods and/or services. After-sales service refers to services provided by business operators to consumers, such as guarantees or warranties.
2. Oversight as referred to in paragraph (1) is carried out during the production, offering, promotion, advertising, and sale of goods and/or services.
3. The results of the oversight as referred to in paragraph (2) may be disseminated to the public.
4. The procedures for oversight as referred to in paragraph (1) are determined by the minister or technical minister, either jointly or separately, according to their respective areas of responsibility.

This preventive legal protection is a crucial legal measure to prevent various issues arising from electronic commerce conducted over the internet.<sup>12</sup>

#### B. Repressive Legal Protection

According to Philipus M. Hadjon, repressive legal protection is a form of legal protection primarily aimed at resolving disputes.<sup>13</sup> Dispute resolution under Article 45, paragraph (2) Law No. 8/1999, which states: "Consumer disputes may be resolved through the courts or outside the courts based on the voluntary choice of the parties involved in the dispute". Article 18, paragraphs (4) and (5) Law No. 19/2016 also addresses dispute resolution: "The parties have the authority to determine the forum for adjudication, arbitration, or alternative dispute resolution institutions that are competent to handle disputes that may arise from electronic transactions, Article 18, paragraphs (4) Law No. 19/2016. If the parties do not choose a forum as referred to in Article 18, paragraphs (4) Law No. 19/2016, the determination of jurisdiction

<sup>11</sup> Phillipus M. Hadjon, *Perlindungan Hukum Bagi Rakyat Indonesia*.

<sup>12</sup> Deni Syaputra, Yusmiarni, and Salsabila Syafiah, "Upaya Perlindungan Hukum Preventif Terhadap Konsumen," *Journal of Social and Economics Research* 3, no. 1 (March 6, 2022): 040–048, <https://doi.org/10.54783/jser.v3i1.34>.

<sup>13</sup> Phillipus M. Hadjon, *Perlindungan Hukum Bagi Rakyat Indonesia*.



for the court, arbitration, or other alternative dispute resolution institutions competent to handle disputes arising from the transaction shall be based on the principles of paragraph 5 International Civil Law.” Repressive legal protection is a legal effort aimed at resolving issues that have already occurred between business operators and consumers.

Repressive legal protection efforts in electronic transactions can be resolved through both litigation and non-litigation channels.

#### a. Litigation Channel

Legal actions through litigation or lawsuits are governed by Article 48 of Law No. 8/1999, which states: “The resolution of consumer disputes through the courts refers to the provisions regarding general judicial procedures, taking into account the provisions of Article 45 of Law No. 8/1999.” Article 45 of Law No. 8/1999 states: “Any harmed consumer may file a lawsuit against the business operator through the institution tasked with resolving disputes between consumers and business operators or through the general court system.”

1. Consumer disputes can be resolved through the courts or outside the courts based on the voluntary choice of the disputing parties.
2. Dispute resolution outside the courts as mentioned in paragraph (2) does not eliminate criminal liability as stipulated in the law.
3. If an out-of-court dispute resolution method has been chosen, a lawsuit through the court can only be pursued if the method is declared unsuccessful by one party or by the disputing parties.

Specifically, regarding the resolution of e-commerce disputes, Article 38 of Law No. 19/2016 states: “Any person may file a lawsuit against parties operating electronic systems and/or using information technology that causes harm to the public, in accordance with applicable laws and regulations.” Article 39, paragraph (1) of Law No. 19/2016 states: “Civil lawsuits shall be conducted in accordance with the provisions of the applicable laws and regulations.”

#### b. Non-Litigation Legal Efforts

Article 39, paragraph (2) of Law No. 19/2016 explains that, in addition to civil lawsuits as referred to in paragraph (1), parties may resolve disputes through arbitration or other alternative dispute resolution institutions in accordance with the provisions of laws and regulations. Non-litigation resolution of unlawful acts occurring in electronic transactions can also be pursued through the following methods:

Adaptation Process: This involves the parties adapting and mutually amending the terms of the agreement made through the internet. The purpose of adaptation is to allow the parties to agree on changes to the terms of the agreement so that actions previously considered unlawful no longer remain so:

1. Negotiation: This can be conducted directly by the parties involved or through their respective representatives.
2. Mediation: This is a method of resolving disputes outside of court, facilitated by a third party/mediator who acts as a facilitator without intervening in the decisions made by the parties.
3. Conciliation: This method also involves resolving disputes outside of court but resembles a court setting, where individuals act as quasi-judges.

4. Arbitration: This method resolves disputes non-litigation-style, with the help of arbitrators appointed by the parties according to their expertise. An arbitration award has the same legal force as a court judgment, and no legal recourse such as appeal or cassation is available against the arbitration award.

Dispute resolution through non-litigation channels can be pursued through the Consumer Dispute Settlement Board (BPSK). The BPSK is an institution responsible for handling and resolving disputes between business actors and consumers. It is a public body exercising judicial authority exclusively in the field of consumer protection. Although the BPSK is considered a quasi-court, its existence is not merely for recognizing the consumer's right to adequate protection but also for supervising the inclusion of standard clauses (one-sided standard form contracts) by business actors. The duties and powers of the BPSK in resolving disputes between consumers and business actors are specified in Article 52 of Law No. 8/1999. The BPSK enables the resolution of consumer disputes to be conducted quickly, easily, and inexpensively. It is quick because the law mandates that the BPSK must deliver its decision within 21 working days. It is easy due to the straightforward administrative process and decision-making procedures. It is inexpensive due to the affordable cost of the proceedings.

The principle of legal protection in Indonesia is based on the recognition and protection of human dignity derived from Pancasila. The legal protection principles can be seen from both preventive and repressive legal protections. Preventive legal protection aims to prevent disputes, while repressive legal protection aims to resolve disputes. Regarding electronic evidence, when seeking compensation, it can be used as valid legal evidence in court. Provisions regarding electronic evidence are found in Article 5, paragraph (1) of Law No. 19 of 2016: "Electronic information and/or electronic documents and/or their printouts are valid legal evidence." Further principles regarding dispute resolution are provided by the law, which offers forums for resolving disputes in electronic transactions. Provisions for resolving electronic commerce disputes are outlined in Article 18, paragraph (4) of Law No. 19 of 2016: "The parties have the authority to establish a forum for court, arbitration, or other alternative dispute resolution institutions competent to handle disputes that may arise from the international electronic transactions they make."

Dispute resolution in electronic transactions can be addressed through litigation and non-litigation channels. The provisions for litigation dispute resolution are outlined in Article 45 of Law No. 8/1999 and reiterated in Article 38 and Article 39, paragraph (1) of Law No. 19/2016. Non-litigation dispute resolution provisions are specified in Article 39, paragraph (2) of Law No. 19/2016, including arbitration, negotiation, mediation, and conciliation. There is a need for applicable legal frameworks, whether in the form of new laws, regulations, or legal principles tailored to the needs of this medium. Without legal protection and certainty for consumers, Indonesia risks becoming a dumping ground for low-quality goods and services, which could undermine the well-being of the people. State protection for consumers, who often have a weaker bargaining position, is crucial. In online trade transactions, where the interaction between business actors and consumers is increasingly close and open, state intervention, international cooperation, and global collaboration are essential to regulate the relationships between business actors, consumers, and legal protection systems.

#### 4. Conclusions

Legal protection for consumers in electronic transactions is outlined in Article 4 of Law No. 8/1999, which addresses consumer rights. Specifically, legal protection for consumers in electronic commerce transactions is detailed in Article 65 of Law No. 7/2014 and Article 28, paragraph (1) of Law No. 19/2016. Acts as described in Article 28, paragraph (1) of Law No. 19 of 2016 are punishable by imprisonment according to the provisions in Article 45, paragraph (2) of Law No. 19/2016. The concept of legal protection for consumers in electronic transactions consists of two main approaches: preventive legal protection and repressive legal protection. Preventive legal protection aims to prevent disputes and involves measures such as consumer education, as outlined in Article 29 of Law No. 8/1999, and government oversight, as detailed in Article 30 of Law No. 8/1999. On the other hand, repressive legal protection focuses on resolving disputes. Disputes between business actors and consumers in electronic commerce can be resolved through litigation and non-litigation channels. The provisions for litigation are outlined in Article 48 of Law No. 8/1999, with reference to Article 45 of Law No. 8/1999. Non-litigation dispute resolution is covered in Article 39, paragraph (2) of Law No. 19/2016. It is essential to socialize the regulatory provisions concerning online commerce transactions to enhance public understanding of their rights and obligations. Consumers need to be more selective in conducting online transactions, prioritizing transaction security and caution as primary considerations. It is not enough to rely solely on trust; attention must also be given to the security of online transaction infrastructure, such as verification of the seller's identity and the security of payment gateways.

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#### 6. Reference

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