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### CONSUMER PROTECTION AND RESPONSIBILITY OF BUSINESS ACTORS IN ELECTRONIC TRANSACTIONS (E-COMMERCE)

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#### ABSTRACT

The use of electronic transaction (E-commerce) in trading has an impact on the international community in general and Indonesian society in particular. For Indonesia, this is related to a very important legal issue which is primarily in providing protection to parties who make transactions through the internet. This departs from the reality that consumers in e-commerce always bear the risk that is greater than the

business actor, presumably it is rather difficult to protect consumer rights in commercial activities of this model, because business actors tend to choose the standard contract whose substance is only determined by themselves. This is a normative study with the statute approach method. The results are basically Law on Consumer Protection (UUPK) in Indonesia has been very effective in regulating consumer rights, so if there are things that violate the law carried out by business actor, consumers can claim their rights. It's just that in this kind of transaction the consumers are passive and surrenders to the events that happen to them considering that this transaction is very difficult for consumers to claim for their rights; Business actors must fulfill their responsibilities as regulated in Article 9 of the Law on Information and Electronic Transaction (UU ITE) concerning contractual responsibility and product liability as well as Article 17 paragraph (2) of the UU ITE concerning the principles of responsibility, namely responsibility for mistakes, responsibility for negligence and principles of responsibility without errors; and the provisions concerning the prohibition of standard contract are far from the values and objectives made. As a legal issue in the context of consumer protection regarding the court in resolving cases related to disputes in standard contract, it cannot be separated from the issue of the low public trust in the integrity of the court to settle the dispute.

**Keyword:** consumer protection; responsibility of business actor; electronic transaction; e-commerce.

## INTRODUCTION

In fulfilling the needs of life, people often use sell and purchase transaction. The efforts of the community to fulfill various daily necessities in sale and purchase transactions, among others, are manifested in the form of an agreement. Article 1313 of the Civil Code states that, "An agreement is an action by which one person or more ties himself to one or more other people". The article above explains in a simple way the definition of agreement that describes the existence of two parties who are mutually binding each other.<sup>1</sup>

Transactions in current trade have 2 (two) ways, namely conventional trade transactions that refer to traditional values and procedures and modern trade transactions that are currently known as electronic commerce (E-commerce) or contemporary electronic transactions. Article 1 number 2 of UU ITE<sup>2</sup> states that, "Electronic Transactions are legal actions carried out using computers, computer networks, and/or other electronic media". The process of e-commerce is carried out by the party with internet media in a time when there is no limit anywhere and without face to face between them, they only rely on a sense of trust between the parties. However, this trading business activity is still valid if each party has agreed without the need for a meeting.

In general, the stages in electronic transactions through e-commerce can be sorted as follows: E-customers and E-merchants meet in cyberspace through servers rented from an Internet Server Provider (ISP) by E-merchants; Transactions through E-commerce are

accompanied by terms of use and sales term conditions or standard contracts, which in general E-merchants have placed an agreement contract on their website, while E-customers if interested, just choose the accept or accept button; E-customer receipts through the "click" mechanism as an embodiment of the agreement which of course binds the E-merchant; At the time both parties reached an agreement, then followed by the payment process, which involved two intermediary banks from each party, namely acquiring merchant bank and issuing customer bank. Procedure E-customer instructs the issuing customer bank for and on behalf of E-customer to make a payment for the price of the item to acquiring merchant bank addressed to the E-merchant; After the payment process is complete, then it is followed by the process of fulfilling the achievement by the e-merchant in the form of shipping the goods in accordance with the agreement regarding the delivery and specification of the goods.<sup>3</sup>

The rapid development of telecommunications technology and computer technology has resulted in a multifunctional internet. This development brings us to the threshold of the fourth revolution in the history of human thought when viewed from the construction of human knowledge characterized by borderless way of thinking.<sup>4</sup> The use of e-commerce in trading has an impact on the international community in general as well Indonesian society in particular. For Indonesia, this is related to a very important legal issue. The importance of legal issue in the field of e-commerce is primarily in providing

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<sup>1</sup> Ridwan Khairandy, *Hukum Kontrak Indonesia Dalam Perspektif Perbankan (Bagian Pertama)*, UII Press, Yogyakarta: 2014, p. 2.

<sup>2</sup> Undang-Undang Informasi Dan Transaksi Elektronik, Bhuana Ilmu Populer, 2017, p. 9.

<sup>3</sup> Nofie Iman, *Mengenal E-commerce*, Pustaka Sinar Harapan, Jakarta: 2009, p. 8.

<sup>4</sup> Lathifah Hanim, *Perlindungan Hukum Bagi Para Pihak Dalam E-Commerce Sebagai Akibat Dari Globalisasi Ekonomi*, *Jurnal Pembaharuan Hukum*, Volume I No. 2, Mei – Agustus 2014, p. 192.

protection to parties who make transactions through the internet. This departs from the reality that consumers in e-commerce always bear the risk that is greater than the business actor. Presumably it is rather difficult to protect consumer rights in commercial activities of this model, because business actors tend to choose the standard contract whose substance is only determined by themselves.<sup>5</sup>

Legal protection is the protection of dignity, as well as recognition of human rights that are owned by legal subjects based on legal provisions or as a collection of rules or rules that will be able to protect something from other things. With regard to consumers, it means that the law provides protection against consumer rights from something that result in not fulfilling these rights. The key to legal protection for consumers is that consumers and businesses need each other. Production is meaningless if no one consumes it and or uses it and products that are consumed safely and satisfactorily, will in turn be free promotions for business actors. Rights and obligations arising from the legal relationship must be protected by law, so that people feel safe in carrying out their interests. This shows that legal protection can be interpreted as a guarantee or certainty that someone will get what have become their rights and obligations, thus it will make the person feels safe.

E-Commerce is a model of sale and purchase agreement with characteristics that are different from conventional models. As in conventional trade, electronic transactions lead to obligation between the parties to give something. The implications of the obligation are the emergence of rights and responsibilities

that must be fulfilled by the parties involved. The responsibility of the business actor to the consumer in sale and purchase in e-commerce even though there is a provision that regulates the responsibility of the business actor, but in practice there are many obstacles related to the development of it, such as misleading advertisements, items that are not promised and there is no necessity for businesses to provide sufficient information about the condition of an item and compensation to the consumer.

The responsibility of the business actor in e-commerce is tied to the contractual liability and responsibility of the product. In responsibility based on default, the obligation to compensate for losses due to the application of contracts in the agreement is a legal provision made by both parties. Thus it is not a law that determines compensation payments and how much compensation is made, but both parties determine everything in the agreement. What was promised was binding as a law for those who made it.

From the above description the legal issues to be analyzed by the author are: First, How does the legal protection arrangements for consumers in an electronic transaction agreement?; Second, How does the business actor's responsibility for the electronic transaction agreement?; Thrid, How does the supervision and enforcement of law against the prohibition of standard contract as compelling law in e-commerce agreements?

## RESEARCH METHODS

The type of research used is normative research. Normative legal research is a study

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<sup>5</sup> Iman Sjahputra, *Perlindungan Konsumen dalam Transaksi Elektronik Ditinjau dari Perspektif Hukum Perlindungan Konsumen dan Hukum Siber*, Alumni, Bandung: 2010, p.1.

conducted by examining library materials or secondary data only<sup>6</sup> especially the legal basis regarding the consumer protection. The approach used in this study is the statute approach. The statute approach is an approach that is carried out by examining the laws and regulations relating to consumer protection and e-commerce. This research uses secondary data. Secondary data is divided into primary legal materials, secondary legal materials and tertiary legal materials. The primary legal materials that were used to complete this research are laws and regulations. The secondary legal materials comprises of books, journals, articles, documents and news that cover various aspects within this topic and written by relatively highly qualified writers. As for the tertiary legal materials are law dictionary. The process of collecting data in the making of this research was done through both library studies by digging up as many as possible knowledge and information from the books, journal, articles, documents and news. The collecting data was done to find the source of data includes primary legal materials, secondary legal materials and tertiary legal materials especially which related to consumer protection and e-commerce.

In the process of analyzing data during the process of this research, it is applied the qualitative method of analysis. This is done by describing the already gained data, knowledge and information through description or explanation which is assessed by the opinions of the experts, by laws, and also by the author's own arguments. Then qualifying it and connecting the theory or doctrine related to the formulation of the problem in this study,

as well making conclusions to determine the results and also recommendation.

## DISCUSSIONS

### Regulation of Consumer Protection in Electronic Transaction Agreement (E-commerce)

The problems regarding consumer protection have been a subject of concern even though they are not specifically discussed. However, talking about consumer protection as a separate legal issue is something new, not only in Indonesia but also in developed countries in the industrial sector, such as the Netherlands and the United States.<sup>7</sup> Generally, in developed countries the main reason that is seen as the cause of birth of consumer protection is to accommodate one of the consequences of industrialized countries that develop rapidly and show high complexity, which causes many victims because of using or consuming industrial products.

In the United States, for example, by Stern and Eovaldi in the book *Janus Sidabalok*, three main objectives of consumer protection arrangements were put forward:<sup>8</sup> Restricting the communication of false information; requiring the disclosure of information about products and preventing the marketing of products that are unsafe from fail to meet government safety standards. Therefore it is clear that the regulation of consumer protection in the United States is closely related to technological advances, especially manufacturing technology and information technology, which essentially intends to protect consumer rights as human beings, in addition to create or encourage fair competition in business. Talking about the use of the internet in conducting business activities

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<sup>6</sup> Soerjono Soekanto and Sri Mamudji, *Penelitian Hukum Normatif: Suatu Tinjauan Singkat*, Rajawali Pers, Jakarta: 1990, p.13.

<sup>7</sup> Janus Sidabalok, *Hukum Perlindungan Konsumen di Indonesia*, Citra Aditya Bakti, Bandung: 2014, p. 23.

<sup>8</sup> *Ibid.*

is very essential, because most companies use the internet as their business media, which is like online marketing, distance selling, and e-commerce.<sup>9</sup>

With the rapid growth of the commercial sector, it is clear that the internet has a huge influence on the world economy. The world economy is now starting to lead to a new phase called the digital economic era, better known as the industrial revolution 4.0. The legal sector was asked to step down so that in terms of business through the internet like this, order and certainty can be achieved in doing business, in addition to achieving an element of justice for those who do business. Doing business through the internet using electronic devices is often referred to as e-commerce. E-commerce is a process of doing business using electronic technology that connects companies, consumers, and society in the form of electronic transactions, exchanges/sales of goods, services, and information electronically. Thus in principle e-commerce business is script less business activities.<sup>10</sup>

Sale and purchase in electronic transactions one of the things that are related to one another are legal subjects. Regarding the legal relationship between legal subjects in this transaction directly concerns rights and obligations. The legal subject in sale and purchase in an electronic transaction is the seller, buyer, bank and provider. E-commerce is transaction that are based on an agreement that creates a legal relationship between the parties because the achievement of an agreement to cause legal consequences and in an agreement both conventional sale and purchase agreements and electronic transactions must

fulfill all important elements in the agreement, namely, first, *essensialia* is something that must exist which is the main thing as a condition that should not be ignored and must be included in an agreement. Secondly, the element of *naturalia* is a general legal provision, a condition which is usually included in the agreement. Third, the element of *aksidentalialia* is the specific thing stated in the agreement agreed by the parties. Contracts for sale and purchase that are carried out electronically through internet media is an agreement or legal relationship that is carried out with a communication system. The agreement of the parties occurred because of an offer by business actors and recipients by consumers. The business actors utilize the website to offer the product. This offer is open, meaning that everyone who is interested in the offer given by the business actor can make transactions on the desired item.

Regarding the procedure for selling and purchasing in e-commerce, of course, it is inseparable from one aspect that is considered as the existence of a particular procedure, namely the security aspect. The security aspect itself is very important in the effort to protect consumers, where e-commerce the sellers and buyers only do the transaction from long distances, so in this case trust becomes very important in whether or not a sale and purchase process is implemented. With the recognition of electronic transactions, at least e-commerce activities have a legal basis and provide protection for consumers who make E-commerce transactions. Consumer protection according to Law Number 8 of 1999 concerning Consumer Protection (UUPK) under Article 1 number 1 is "all efforts that

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<sup>9</sup> Moch Faisal Salam, *Penyelesaian Sengketa Bisnis Secara Nasional dan Internasional*, Mandar Maju, Bandung: 2007, p. 481.

<sup>10</sup> *Ibid.*,

guarantee legal certainty to provide protection for consumers".<sup>11</sup> Basically UUPK has been very effective in regulating consumer rights, so if there are things that violate the law carried out by business actor, consumers can claim their rights. It's just that in e-commerce the consumers are passive and surrenders to the events that happen to them considering that this electronic transaction is very difficult for consumers to claim for their rights. This is due to the low awareness and knowledge of the consumer community, is not impossible to be used as land for business actors in transactions that do not have good intentions in running a business, which is principally seeking maximum profits by utilizing as efficiently as possible the available resources. The development of consumer rights protection is a policy contained in the theory of Caveat Emptor, consumers are required to be careful in sale and purchase transaction.

Legal protection on electronic sale and purchase is an important concern, especially protection of consumers because many cases of losses experienced by consumers, for example regarding goods that are not in accordance with information he received or not sent goods that have been paid by the buyer or in other words frequent default from the seller. Defaults that are often carried out by business actors are many of them who set aside consumer rights. Consumer rights are regulated in Article 4 of the UUPK, which states that:<sup>12</sup>

- a. the right to comfort, security and safety in consuming goods and/or services;
- b. the right to choose goods and/or services and obtain said goods and/or services in

- c. accordance with the exchange rate and conditions and guarantees promised;
- c. the right to correct, clear and honest information regarding the condition and guarantee of goods and/or services
- d. the right to be heard opinions and complaints about the goods and/or services used;
- e. The right to obtain advocacy, protection and efforts to properly resolve consumer protection disputes;
- f. the right to get consumer guidance and education;
- g. the right to be treated or served correctly and honestly and not discriminatory;
- h. the right to get compensation, compensation/replacement, if the goods and/or services received are not in accordance with the agreement or not as appropriate;
- i. Rights stipulated in other statutory provisions.

Out of the nine consumer rights above, there are several rights that are often excluded by business actors such as the right to obtain complete information about the goods ordered and the right to get compensation for goods ordered, whether the goods are damaged, defective or not received by consumers. Usually the business actors can override consumer rights by including a standard contract. The inclusion of a standard contract is regulated in Article 18 paragraph (1) of the UUPK which states that, "Business actors in offering goods and/or services intended to be traded are prohibited from making or including standard contracts in each document and/or agreement if: Declare

<sup>11</sup> Acep Rohendi, "Perlindungan Konsumen dalam Transaksi E-Commerce Perspektif Hukum Nasional dan Internasional", *Ecodemica*, Vol III No. 2, September 2015, p. 475.

<sup>12</sup> Undang-Undang Perlindungan Konsumen, Bhuana Ilmu Populer, Jakarta, 2017, p. 6.

the transfer of responsibility of business actors; Stating that business actors have the right to refuse the return of goods purchased by consumers; Stating that the business actor has the right to reject the surrender of money paid for goods or services purchased by consumers; Declare authorization from consumers to business actors both directly and indirectly to take all unilateral actions relating to goods purchased in installments; Set the subject of proof of the loss of the use of goods or the utilization of services purchased by consumers; Give rights to business actors to reduce service benefits or reduce consumer assets that are the object of sale and purchase services; Declare consumer submission to regulations in the form of new rules, additions or continuations and/or further amendments made unilaterally by business actors in the period consumers benefit from the services they buy; Stating that the consumer gives power to the business actor to impose mortgages, liens, collateral rights to goods purchased by consumers in installments

In addition to the above matters, the business actor is also prohibited from including a standard contract whose location or shape is difficult to see or cannot be clearly read, or whose meaning is difficult to understand. In an electronic transaction sale and purchase agreement, standard contracts can be found in terms and conditions where the business actor lists them where the consumer cannot be seen. In this case, the standard contract is null and void by law. That is, the contract is considered never existent. However, in some cases consumers receive losses suffered because of the standard contract stated by the business actor. This happens because of the lack of knowledge about e-commerce to consumers so

that they are said to be parties whose position is weak in the transaction.

Protection of consumer rights is a very serious problem. According to the paradigm of *laizes faire*, consumers and business actors are considered to have an equal position in the principle of freedom of contract, but this paradigm is not always right. In fact, the position of consumers is generally weaker compared to business actors. This fact encourages the need for special consumer protection through consumer protection law. The principle of consumer protection is known as the maximal law "*caveat venditor*". *Caveat venditor* means the seller is fully responsible if the goods sold harm the consumer. As a result, sellers must be able to guarantee the quality of the items they sell.<sup>13</sup>

#### **Responsibility of Business Actors for the Electronic Transaction Agreement (E-Commerce)**

In this research, the existence of laws and regulations that apply has not guaranteed legal protection for the parties who make online sale and purchase transactions as well as one of the parties that is free from responsibility. As stated in Article 1 number 1 of the UUPK, states that, "Consumer protection is any effort that guarantees legal certainty to provide protection to consumers". Legal certainty for consumers in carrying out electronic transactions is needed to grow the level of consumer confidence. If there is no guarantee, it can be ascertained that there is a shift in the level of achievement in electronic transactions, thus hampering efforts to develop the electronic transaction business.

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<sup>13</sup> Sudjana and Elisatris Gultom, *Rahasia Dagang Dalam Perspektif Perlindungan Konsumen*, Keni Media, Bandung: 2016, p. 75.

Business actor in the electronic transaction are more likely to choose a standard contract model whose substance is determined unilaterally, so that in the use of these agreements narrow the bargaining space for consumers. This can lead to new problems for consumers in demanding their rights. The standard contract has the potential to harm consumer rights, because consumers cannot cancel the agreement if the business actor defaults. This is because, in addition to agreements made unilaterally by business actors whose positions are relatively stronger than consumers, they are not at all involved in determining the contents of the agreement

Business actors have an obligation to protect consumers in this case because there are contractual relationships between them that require business actor to be responsible if defaults occur in accordance with the principle of the privity of contract, there is a contractual relationship then there is responsibility. The explanation of the requirements for the inclusion of the standard contract stipulated in Article 18 paragraph (1) of the Civil Code states that the purpose of the prohibition on the inclusion of a standard contract is that this prohibition is intended to adjust the position of consumers as business actors based on the principle of freedom of contract.

In the event of a loss to the consumer, it cannot be separated from the responsibility of the business actor as mentioned in Article 19 paragraph (1) of the UUPK stating that the business actor is responsible for providing compensation for the damage, pollution and/or loss of the consumer due to consuming goods and/or services produced or traded. And Article 19 paragraph (2) states compensation

as referred to in paragraph (1) may be in the form of refunds or replacements of goods and/or services of a similar or equivalent value, or health care and/or compensation in accordance with statutory provisions applicable. One of the key points related to the prohibition of setting a standard clause so as not to harm the socio-economic interests and legal interests of consumers, in the legislator's view is to encourage consumers to realize the importance of reading and understanding what is contained in an agreement before making a decision.<sup>14</sup>

Responsibility in e-commerce can hold business actors accountable through contractual liability relating to losses suffered by consumers and product liability if it turns out that the products offered by business actors are defective and harm consumers. However, there are some things that might be an obstacle when consumers asking for responsibility, namely the difference/distance between business actors and consumers, legal differences that are used if transactions are different countries, weaknesses of the Law and lack of consumer knowledge about consumer protection. Another obstacle is the implementation of standard clauses in contracts and the need for proof to hold business actors responsible. Responsibility arises based on legal relations that occur between business actors and consumers. The emergence of rights and obligations on the e-commerce is when the agreement occurs between the parties. A new agreement occurs after an offer from a business actor and followed by acceptance by the consumer. In e-commerce, an offer occurs when a business actor displays an advertisement for a product on an online store in a marketplace and acceptance occurs when the consumer presses the "click" or "order" sign, then the agreement

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<sup>14</sup> David Tobing, Klausula Baku: *Paradoks Dalam Penegakan Hukum Perlindungan Konsumen*, Gramedia Pustaka Utama, Jakarta: 2019, p. 257.

between the parties can be purchased done through chat and video conferencing, e-mail and web. At the time both parties reached an agreement, and then followed by the payment process, which involved two intermediary banks from each party, namely acquiring merchant bank and issuing customer bank. After the payment process is complete then the business actor must fulfill his performance in accordance with the agreed contract.

Electronic contracts can be used as a tool to prove and explain agreements that occur between the parties. This is affirmed in Article 5 paragraph (1) of the UUIE, stating that "Electronic Information and/or Electronic Documents and/or their printouts are valid evidence". Thus, the sale and purchase transaction will not be denied the validity only because the proof of the sale transaction is solely in electronic form. The validity of a contract depends on fulfilling the contract terms. If the terms of the contract have been fulfilled, the priority is an agreement between the two parties, and then the contract is declared valid. However, in electronic transactions, the occurrence of an agreement is closely related to the acceptance of the validity and authenticity of electronic information that contains the agreement.

### **Supervision and Law Enforcement of Prohibition of Certain Standard Contract**

There are a number of examples of cases that have experienced by the parties<sup>15</sup>: The first case, Dannis Darusman as a buyer bought an Iphone 6+ Plus branded cellphone for Rp. 12,000,000, - at the Lazada marketplace.

However, when the item ordered by the buyer arrives, what the buyer receives is not a cellphone but a bath soap. In this case the business actor has defaulted when the business actor carried out what was promised, but not as promised. The above case can be settled peacefully between the consumer and the business actor. The business actor is fully responsible to the consumer by providing what has been agreed to, namely cellphones with the Iphone 6+ brand. In this case the buyer must be careful of business actors who do not have good intentions, and consumers in this case must have the knowledge and thoroughness in conducting sale and purchase agreements, there are times when business actors make terms and conditions on contracts that are standard contract is not in accordance with the law, so that the impact caused is consumer losses and it is fitting for the business actor to be obliged to fulfill all of his responsibilities as stated in Article 7 of the UUPK if he has been proved made a mistake.

The second case is<sup>16</sup>, Andrio Prijaya as a buyer who bought a Lenovo Thinkshop Laptop for Rp. 4,614,000. After the item reaches the buyer, he immediately checks the laptop he ordered. However, after being checked the left touchpad cannot function properly and the business actor is not responsible for the defective goods received by the buyer. In this case the business actor has violated the provisions mentioned in Article 8 Paragraph (2) of the UUPK which states that the business actor is prohibited from trading damaged and defective goods. The case above is not resolved peacefully so that the one who lose is the consumer. The above case

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<sup>15</sup> Desy Ary Setyawaty, Dahlan, M. Nur Rasyid, "Perlindungan Bagi Hak Konsumen Dan Tanggung Jawab Pelaku Usaha dalam Transaksi Elektronik", *Syiah Kuala Law Journal*, Vol. 1 (3), Desember 2017, p. 47-48.

<sup>16</sup> *Ibid.*

proves that the consumer has lost his right to get the goods according to his wishes, does not get compensation from the business actor and his right to submit his complaint to the marketplace is not properly responded. Buyers can sue through a consumer dispute resolution body (BPSK) or file a trial at a consumer's place of residence. Because it cannot be taken peacefully, the consumer can sue the business actor as stated in Article 23 of the UUPK stating that, "Business actors who reject and/or not respond and/or do not meet compensation for consumer demands as referred to in Article 19 paragraph (1), paragraph (2), paragraph (3) and paragraph (4), can be sued through a consumer dispute resolution body or filed in court at the consumer's place of residence".

The third case is<sup>17</sup>, Robby Tanuwidjaya as a buyer of gemstones in the marketplace located on OLX.co.id for 1 billion Rupiah. Different from the two cases above, in this case the perpetrators of the business were harmed by the consumers by making a fraud payment process. In this case, it can be resolved where the buyer is determined as a suspect by violating Article 35 of the UU ITE and also Article 378 of the Criminal Code.

According to the provisions of Article 52 UUPK concerning the Duties and authorities of the Consumer Dispute Settlement Body (BPSK), one of the tasks of BPSK is to supervise the inclusion of standard contract. The supervision here means including a standard contract issued by each business actor. Thus it can be said that every aspect that governs the standard contract is the supervision domain of BPSK. Supervision is done with or without complaints from consumers because BPSK in this case must be active in carrying out their duties

and authorities. In its development, related to the supervision of BPSK, there is a strong tendency from members of BPSK to expand their authority from preventive measures to preventive actions to repressive actions, namely by participating in "judging" consumer disputes related to standard contract. In fact, the UUPK does not explicitly mention that BPSK has the competence to "adjudicate judicial disputes" regarding the prohibition of standard contract. However, the legitimacy of the Supreme Court related to the authority of BPSK to adjudicate disputes related to the standard contract is not fully true because the authority and competence of BPSK to adjudicate disputes related to the standard contract is very weak legally. It is said to be weak because the competence of BPSK's authority in supervising standard contract is only designed as a supervisory institution, it is different with a court.

All legal institutions have judicial authority institutions, in relation to the provisions on the prohibition of inclusion of standard contract. The district court has absolute competence to try every case of alleged criminal acts and civil disputes related to the prohibition of the inclusion of standard contract. In this context, the court functions as a rule of adjudication that gives authority to law enforcement officials to make decisions in cases. However, the weaknesses that arise in law enforcement related to the prohibition on the inclusion of standard contract are paradoxes in enforcing the law on the prohibition of it. As a result of the absence of active supervision measures and law enforcement carried out by law enforcement officials as law enforcers, the provisions concerning the prohibition of standard contract are far from the values and objectives made.

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<sup>17</sup> Ibid.

In the Indonesian context, in the current era of law enforcement and increasing rule of law, judicial institutions have a leading and very strategic position. As an institution in charge of receiving, examining and adjudicating and resolving every case submitted to him, it is expected that the decisions handed down by the court can provide justice for the community. However, as a legal issue in the context of consumer protection regarding the court in resolving cases related to disputes in standard contract, it cannot be overlooked from the problem of the low public trust in the integrity of the court. Besides being seen from the news and various surveys on public perceptions, another objective indicator that can be seen is the low number of cases that go to the court. In the context of a dispute in a standard contract such factual conditions are actually a big problem. Because the actual dispute in the standard contract involves two parties, namely business actors and consumers who basically want to avoid long-term dispute resolution. From a consumer perspective, even if the court decision finally wins a consumer suit, the results are not worth the cost. Not to mention consumers have to struggle to go through a complicated, long and tiring trial process.

## CONCLUSION

The legal protection of consumers in e-commerce according to the UUPK is all efforts that guarantee legal certainty to provide protection to consumers. However, it is possible for business actor who has bad intentions towards consumers by ruling out consumer rights as stipulated in Article 4 and Article 18 of UUPK. Basically UUPK has been very effective in regulating consumer rights, so if there are things that violate the law carried out by business actor, consumers can claim their rights. It's just

that the consumers are passive and surrenders to the events that happen to them considering that this electronic transaction is very difficult for consumers to claim for their rights. This is due to the low awareness and knowledge of the consumer community, is not impossible to be used as land for business actors in transactions that do not have good intentions in running a business, which is principally seeking maximum profits by utilizing as efficiently as possible the available resources.

With the existence of laws and regulations that apply, it does not guarantee legal protection for parties who make online sale and purchase transaction as well as one of the parties that is free from responsibility. Business actors must fulfill their responsibilities as regulated in Article 9 of the UU ITE concerning contractual responsibility and product liability as well as Article 17 paragraph (2) of the UU ITE concerning the principles of responsibility, namely responsibility for mistakes, responsibility for negligence and principles of responsibility without errors. However, there are some things that might be an obstacle when consumers buy and sell through electronic transactions asking for responsibility, namely the difference/distance between business actors and consumers, legal differences that are used if transactions are different countries, weaknesses of the Law and lack of consumer knowledge about consumer protection and other obstacles when implementing a standard contract and the need for proof to hold business actors responsible.

Weaknesses that arise in law enforcement related to the prohibition of inclusion of standard clauses are a paradox in enforcing the law on the prohibition of standard clauses. As a result of the absence of active supervision measures and law enforcement carried out

by law enforcement officials as law enforcers, the provisions concerning the prohibition of standard contract is far from the values and objectives made. As a legal issue in the context of consumer protection regarding the court in resolving cases related to disputes in standard contract, it cannot be separated from the problem of the low public trust in the integrity of the court. Besides being seen from the news and various surveys on public perceptions, another objective indicator that can be seen is the low number of cases that settled in the court.

In e-commerce, consumers should be more active and careful in reading terms and conditions before agreed the transaction, so that there is no misuse of the situation that might arise due to carelessness and resignation of consumers to claim their rights. Weaknesses of the Law and the lack of consumer knowledge about consumer protection in this case are inhibiting factors in addition to the difficulty of the verification process to hold business actors' responsibility. In the future, there needs to be a renewal of the UUPK considering that now it has begun to enter the era of industrial revolution 4.0 which changes the way customers interact with businesses. Mobile devices equipped with internet allow customers to find information about products and services at any time. Meanwhile, social networks provide opportunities to openly voice customer opinions about the companies that interact with them. Consumers expect business people to be more embracing and trustworthy. Because entering this new era means business people must be able to work extra for consumers. And there

must be clear supervision and law enforcement so that people no longer doubt the integrity of law enforcers in this case the judge in the court or if the dispute is resolved through a non-litigation process through BPSK. In addition, the community must also be more open and not apathetic when experiencing losses.

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