

Enforcement of Consumer Protection Rights in The Digital Market

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ABSTRACT

This research uses normative juridical research using secondary data consisting of primary and secondary legal materials, this research is descriptive analytical, namely describing or explaining precisely the form of protection and dispute resolution in trade transactions through the electronic system based on rules, norms, principles and synchronization of laws and regulations. The implementation of consumer protection rights in the digital market uses the ITE law that can solve it and Law No. 8 of 1999 concerning consumer protection against online sales of companies as their business actors carry out violations in online sales, companies are responsible for the losses they make and sacrifice consumers, based on this, defective goods and or services are not the only basis for business actor responsibility, The responsibility of business actors includes all losses experienced by consumers through the digital market

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1. INTRODUCTION

The digital market has experienced rapid growth in recent years, allowing consumers to make transactions online easily and quickly. However, along with this progress, there are also challenges related to consumer protection rights. Violations of consumer protection rights in digital marketplaces can negatively impact consumer confidence, increase the risk of fraud, and harm consumers financially and emotionally. Therefore, it is important to understand and address the issue of violations of consumer protection rights in the digital market.

Law Number 8 of 1999 concerning consumer protection still has concerns about consumer protection in the digital era due to weak supervision from law enforcement in resolving consumer disputes. Indeed, consumer protection is very influential on the economic dimension. Because the Indonesian economy is very dependent on household consumption, which must be maintained, trust between consumers and business actors from consumer protection domences that protect individuals and the state must be present and give actions justified by law.

The development of transactions using the digital market (Ecommerce) at this time in Indonesia began to grow rapidly with the number of internet users for buying and selling transactions experiencing significant based on the survey of the Indonesian Internet Network Entrepreneurs Association (APJII) in 2023 the number of internet users in Indonesia reached 57.45 million people this figure compared to 2018 which at that time used the internet recorded 37.23 million people. Based on wilyah in North Sumatra. This phenomenon with electronic commerce provides a choice of ways to shop for people who do not need to come to the store. The development of this ecommerce phenomenon has become the government's concern and it is necessary to optimize, encourage the acceleration and development of electronic-based economic potential, and the government issued Economic policy XIV. The government needs to issue a presidential

regulation on the e-commerce roadmap to encourage the expansion and increase of people's economic activities throughout Indonesia.

Technology-based trade has reformed conventional trade where interactions between consumers and companies that were previously carried out directly into indirect interactions, Ecommerce has changed classic business practices by growing models of interaction between producers and consumers in the visual world. This trading system is used using Digital to come using electronics is designed starting from the time of purchase, inspection and delivery, (Abdul Halim Barkatullah and Teguh Presetyo, 2005: 7).

The impact of the internet as a result of advances in the development of information technology for consumers on the one hand has changed consumer actors to be increasingly critical and selective in determining the product they will choose. Negative impacts or violations tend to harm consumers. In it is related to the products offered.

The problem is that the product ordered is not in accordance with the product offered and not in accordance with the previous agreement, online shopping the goods received are not in accordance with the photos in the advertisements displayed, whether it includes violations of consumer rights and consumers can demand the seller to return the money or replace the goods that have been purchased. How does consumer protection protect the rights of consumers who use the current equivalent to buy digitally.

2. RESEARCH METHOD

This research method is normative juridical research using secondary data consisting of primary and secondary legal materials, this research is descriptive analytical, namely describing or explaining precisely the form of protection and dispute resolution in trade transactions through the electronic system based on rules, norms, principles and synchronization of laws and regulations

3. RESULTS AND DISCUSSION

Consumer Protection Law

Digital or Ecommerce buying and selling transactions based on statutory provisions which have been contained in Law number 8 of 1999 concerning consumer protection (UUPK). (Az Nasution, 1995:37)

Article 23 of the Law on business actors who refuse and / or do not respond and / do not meet compensation for claims Discussion responds and does not meet consumer demands as referred to in article 19 paragraph (1), paragraph (2), paragraph (3) and paragraph (4) can be sued through the Consumer Dispute Resolution Agency Or submit claims to the court at the consumer's place of residence.

Article 4 mentions the right of consumers, among others, to choose goods in accordance with exchange rates and conditions and promised guarantees, the right to clear and honest information about the conditions and guarantees of goods, the right to obtain compensation, compensation for replacement, if the goods are not in accordance with the agreement or as fulfilled.

For business actors, it is mandatory under article 7 of the UUPK, including providing true, clear, honest information about the conditions and guarantees of service goods and providing explanations for the use of maintenance repairs, compensating for losses or replacing goods or services received or utilized not in accordance with the agreement. Business actors who violate these provisions may be subject to article 8, article 9, article 10 and article 18 with a maximum imprisonment of 5 years or a fine of IDR 200,000,000 (two hundred million Rupiah for violations of provisions on: failure to pay compensation to consumers, advertising that does not meet the conditions, negligence in providing products, failure to fulfill the promised gansi / jamimam. (Law No. 08 of 1999 concerning consumer protection).

The economy becomes the rule of people's lives always developing every year in activities in the business sector that occur in Indonesia. Fajriawati, 2017:103)

The rapid development of ecommerce also has a negative impact on consumers, namely the tendency of business actors to position consumers in a weak bargaining position, broadly speaking, it can be identified how many problems arise regarding consumer rights in ecommerce transactions, including: (A. Halim.B, 2009: 35)

- a. Consumers cannot immediately identify, see or touch the goods to be ordered
- b. Unclear information about the products offered and / or there is no certainty whether consumers have obtained various information that is worth knowing or should be needed to make a decision in the transaction.
- c. Unclear status of legal subjects of business actors

- d. There is no guarantee of transaction security and privacy as well as an explanation of the risks associated with the system used, especially in the case of electronic payments both by credit card and electronic cash.
- e. Imposition of unbalanced risks, namely in the event that payment has been paid in advance while the goods have not been received or followed later because the existing guarantee is a guarantee of delivery of goods, not receipt of goods.
- f. Cross-border transactions raise the issue of jurisdiction of the applicable country.

Electronic contracts based on the Consumer Protection ITE Law.

ITE Law and PP PSTE Recognized to be responsible as electronic transactions in conducting online sale and purchase agreements, it is contained in article 48 Paragraph (3) PP PSTE should make a number of things among others; Data on the identity of the parties, electronic transaction requirements, prices and costs, procedures in the event of cancellation by the parties, provisions that entitle the injured party to obtain return of goods and/or request replacement of the product if there are hidden defects and legal choice of completion of the electronic transaction.

Article 49(3) of PP PSTE specifically regulates business actors who must provide business limits must provide time limits for consumers to return the goods sent if they are not in accordance with the agreement or there are hidden defects.

In the opinion of expert R Subekti in his book on the Law of Default agreement is negligence or alpha which there are 4 kinds of conditions, namely: (R. Subekti: 2000: 50)

- a. Not doing what he is willing to do
- b. Carry out what is promised, but as promised
- c. Do what is promised but slow
- d. Do something that according to the agreement should not be done.

Ecommerce transactions have special characteristics, namely: (Rizka Syarina: 2016: 430)

- a. Transactions without geographical boundaries
- b. Anonymous transactions (between business actors and consumers do not need to meet physically and under certain conditions business actors do not require the name of the buyer as long as the payment is determined using the payment instrument used by certain payment instruments (Credit cards)
- c. Digital and non-digital products such as computer software, music and other digital products can be marketed through the internet by downloading electronically
- d. The object of the transaction can be in the form of unintended goods such as data, software and ideas sold through the internet.

Legal protection is also treated as an effort to protect individuals by harmonizing the relationship of values or rules that incarnate in attitudes and actions in creating order in the association of life between fellow humans. (Muchsin: 2019:11-30).

4. CONCLUSION

Business actors have the obligation to create and maintain healthy business advertisements on online social media that support the development of the national economy as a whole, because producers or business actors apply legal norms, and uphold the habits that apply among the business world.

The obligation of business actors to always be in good faith in carrying out their activities is contained in article 7 that business actors take responsibility for creating a healthy climate in Indonesia's development efforts.

In the planning carried out by business actors, it is seen in the ITE law in the violation of failure to pay to consumers as compensation to consumers, unqualified advertising, negligence in providing promised products.

The form of responsibility for producer products to consumers against Law No. 8 of 1999 concerning consumer protection among the public responsibilities in the form of civil liability for business actors contained in article 19 of the Consumer Protection Law, namely: liability for damage, liability for damage, responsibility for damage, responsibility for compensation for consumer losses

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