



Legal Protection of Consumers in Sales and Purchase Transactions Through E-Commerce

Akhirudin

Tarumanagara University, Jakarta, Indonesia

Wilma Silalahi

Tarumanagara University, Jakarta, Indonesia

ABSTRACT

Objective: This study aims to examine the legal protection available to consumers in e-commerce transactions and to analyze the legal responsibilities of parties involved in such digital trade interactions.

Methodology: The research uses a normative juridical method by analyzing legal theories, concepts, principles, and relevant statutory regulations, particularly those relating to electronic transactions and consumer protection law.

Findings: The study concludes that consumer protection in e-commerce has been formally regulated under Law Number 11 of 2008 concerning Electronic Information and Transactions. This law provides specific provisions for safeguarding consumers from fraudulent digital trade practices. In cases of loss, consumers can seek redress through the Consumer Dispute Resolution Agency (BPSK) or the court. Business actors violating these provisions may face cumulative criminal sanctions, including imprisonment, fines, and administrative penalties.

Novelty: This paper highlights the significance of legal certainty and enforcement mechanisms in protecting digital consumers. It reinforces the relevance of adapting traditional legal protections to modern digital commerce environments, and emphasizes the state's role in balancing business innovation with consumer rights in the digital economy.

Keywords: *legal protection, consumer rights, e-commerce, digital transactions, electronic information, transactions law*

JEL Classification: A12, K20, K42

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Article Correspondence: akhirg4sdag2021@gmail.com

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I. INTRODUCTION

Currently, the development of the era is running rapidly due to the development of internet technology advances that facilitate community activities. One of the developments is in the field of electronic commerce or abbreviated as e-commerce, which is a business activity involving consumers, manufacturers, service providers, and trade intermediaries using computer networks, e-commerce has covered the entire spectrum of commercial activities where along with advances in internet technology it is possible for sellers and buyers to make transactions online without the need to meet directly to make transactions (Sastrawidjaja, 2002). E-commerce is the process of electronic transactions over the internet that involves the transfer of information, products, services, and payments. Through e-commerce platforms, sellers can



market products or services online, while buyers can explore options, compare prices, read reviews, and make purchases easily. The advantages of e-commerce are easy access and convenience for consumers and wider market opportunities for businesses. However, the challenges of online transaction security and intense competition must also be considered to achieve success in e-commerce business (Putra, 2014).

Buying and selling transactions through E-commerce have the same concept as conventional buying and selling, the thing that distinguishes is the internet media used as a means of selling via the internet (Ustadiyanto, 2001). In general, selling goods through e-commerce does have advantages such as the ease of marketing products and does not require large promotional capital, speeding up the sales process because the product will be sent directly to the buyer with a very wide range of products. From the buyer's side, there are several advantages of making purchases through e-commerce such as the ease of finding the goods sought with prices that are directly listed, buyers do not need to come directly to the store to see the goods and make purchases because it can be done flexibly.

Although shopping online via the internet provides various conveniences, it also raises new problems in terms of consumer protection. In the context of law and technology, consumer protection becomes crucial in ensuring the effectiveness of the development and application of such technology in society. Consumer protection is an integral aspect of a healthy business, where balanced legal protection between producers and consumers is an important factor. The imbalance of legal protection can have a negative impact on consumers, either as a result of unfair legal relations between producers and consumers or violations of the law committed by producers. Therefore, the importance of consumer protection in safeguarding consumer interests and realizing justice in business relationships.

With the development of buying and selling through e-commerce, the existing legal system is considered to be developed to minimize criminal acts through internet media, especially fraud, default and others. Harmful things can happen because the parties are not in direct contact and only communicate online. Often consumers are in a weak position and are used by business actors to benefit themselves. Sellers can commit fraud in various ways such as providing incomplete product descriptions, consumers do not understand the mechanism of online purchases and in other ways. Protection of consumer interests is needed considering that consumers are generally in a more vulnerable position or can be harmed in buying and selling transactions. Legal protection of consumers is carried out based on the principles of consumer protection as stipulated in Article 2 of Law Number 8 of 1999 concerning Consumer Protection and in the Electronic Information and Transactions Law regulates electronic transactions which include one of them is activities regarding buying and selling in the internet media Article 1 paragraph 2 of the Electronic Information and Transactions Law which reads "Electronic transactions are legal acts carried out using computers, computer networks, and/or other electronic media." The thing that is of concern to the parties, namely buyers and sellers related to e-commerce, is the risk that can occur in running a business online, especially regarding legal issues in buying and selling online, thus, the author will further examine the legal protection of consumers in buying and selling transactions through e-commerce.

Based on the above background, the author uses the following problem formulation: (1) How is the legal protection of consumers in buying and selling transactions through E-Commerce? (2) To what extent does the liability framework under Law No. 8 of 1999 adequately address consumer losses caused by fraudulent sellers on C2C e-commerce platforms?

II. METHODOLOGY

The research method is the main approach to obtain data in a structured, rational, and scientifically accountable manner, with the aim of achieving the research objectives. The author conducts legal research with a normative juridical approach, which is a scientific method carried out by examining in depth the



theories, concepts, legal principles, and laws and regulations that are directly related to the research topic, so as to produce a deeper and more comprehensive understanding.

Research Approach

This research method adopts a normative juridical approach, which is an approach based on the positivist juridical conception that law consists of written norms made by the competent authority. In this approach, the law is seen as an independent normative system, isolated from the life of society. This research is conducted with the aim of providing legal arguments regarding consumer protection in buying and selling transactions through e-commerce. The method used is a normative juridical approach that pays attention to the relationship between legal science and written law, with reference to legal regulations relating to consumer protection.

Research Specifications

The specification of this research uses descriptive analysis method which aims to describe the relevant laws and regulations by considering positive legal theories related to the problem being studied. A descriptive approach is used in this research to provide a detailed, structured, and comprehensive description of all aspects related to consumer legal protection in buying and selling transactions through e-commerce.

Sources of Research Data

Research generally distinguishes between data obtained directly from the community and data obtained through library materials. Data obtained directly from the community is referred to as primary data, while data obtained from library materials is referred to as secondary data.

In this study, secondary data is used which includes official documents, library books, laws and regulations, scientific works, articles, and other related documents relevant to the research material. Secondary legal materials are divided into three categories as follows: (a) Primary legal materials; (b) Secondary legal materials; (c) Tertiary legal materials.

Data Collection Method

This study's data collection technique uses secondary data, namely library data. The data collected in this study were obtained through literature studies, by collecting literature documents, journals relevant to the title of the research read.

Data Analysis

The data analysis method applied in this research is a qualitative descriptive method, which aims to describe the data in detail and analyze it using relevant theories in order to gain a deeper understanding of the problem under study.

III. RESULTS AND DISCUSSION

How is the Legal Protection of Consumers in Buying and Selling Transactions through E-Commerce?

In Indonesia, there is currently no regulation that specifically provides legal protection for consumers in e-commerce transactions. However, there are general regulations that provide legal protection for consumers (Ranto, 2019). However, both at the national and international levels, there are no proposals that provide comprehensive legal protection specifically for e-commerce transactions. This is because e-commerce transactions operate in a free market that occurs in cyberspace, so it is not bound by certain geographical boundaries. This transaction is conducted online using internet technology as the main means



in the process (Wulandari, 2018). In e-commerce transactions, the state experiences limitations in providing legal protection as can be provided in the real world. This happens because e-commerce transactions operate in cyberspace, where business actors can appear and disappear without a trace, and are not bound by geographical boundaries. Therefore, expecting protection solely from business actors is not effective enough. E-commerce according to Article 38 of Law Number 11 Year 2008 on Electronic Information and Transactions, is as follows: (1) Any person may file a lawsuit against a party that organizes an electronic system and/or uses information technology that causes harm; (2) The public can file a lawsuit on a representative basis against a party that organizes an electronic system and/or uses information technology that results in harm to the public, in accordance with the provisions of laws and regulations.

Some forms of legal protection are as follows:

1. Legal Protection in Agreements. In the agreement there is an electronic document, the document is made by the merchant which contains rules and conditions that must be obeyed by the customer but the contents are not burdensome to the customer. These rules and conditions are also used as legal protection for both parties, the legal protection for both parties is as follows: (a) Legal protection for merchants mainly focuses on the payment aspect, where merchants set requirements for buyers to make payment settlements in advance and provide payment confirmation before delivery of the ordered goods can be made; (b) Legal protection for customers lies in the warranty in the form of returning or exchanging goods, if the goods received do not match what was ordered; (c) Privacy of personal data of electronic media users must be legally protected, this is a form of legal protection for parties conducting e-commerce transactions, in accordance with Article 25 of the Law on Information and Electronic Transactions which reads Electronic Information and/or Electronic Transactions. Electronic Transactions which reads Electronic Information and/or Electronic Documents that are compiled into intellectual works, internet sites, and intellectual works contained therein are protected as Intellectual Property Rights based on the provisions of laws and regulations.
2. Legal Protection Outside the Agreement. Legal protection for merchants also concerns Intellectual Property Rights over their domain names, according to Article 23 of the Law on Electronic Information and Transactions which reads: (a) Every state administrator, person, business entity, and/or community has the right to own a Domain Name based on the first registrant principle; (b) The ownership and use of Domain Names as referred to in paragraph 1 must be based on good faith, does not violate the principles of fair business competition, and does not violate the rights of others; (c) Every state administrator, person, business entity, or the public who is harmed by the unauthorized use of a domain name by another person, has the right to file a lawsuit to cancel the domain name in question.
3. Electronic Evidence. About electronic evidence has been mentioned in Article 5 paragraph 1 of the Law on Electronic Information and Transactions which states that information and/or electronic documents and/or their printouts are valid evidence and have legal consequences. People who submit electronic evidence must be able to show that the information they have comes from a trusted electronic system, one of the tools that can be used to determine the authenticity or validity of electronic evidence is an electronic signature. This is in accordance with Article 11 of the Law on Electronic Information and Transactions which states that electronic signatures must be legally recognized because the use of electronic signatures is more suitable for electronic documents. One of the tools that can be used to determine the authenticity and validity of electronic evidence is an electronic signature. To recognize the legal power of electronic signatures, several conditions must be met, namely as follows: (a) Signature creation data is only related to the signatory; (b) Signature data is only in the power of the signer at the time of signing; (c) Changes to electronic signatures that occur after the time of signing can be known; (d) Changes to electronic information related



to electronic signatures can be identified after the time of signing; (e) There is a certain method used to identify who the signer is; (f) In signing an electronic signature, there must be a certain method that can show that the signing party has given consent to the signed electronic information.

To What Extent does the Liability Framework under Law No. 8 of 1999 Adequately Address Consumer Harm caused by Fraudulent Sellers on C2C E-Commerce Platforms?

Further research needs to be conducted with regard to the extent to which the liability framework currently set out in Law No. 8 of 1999 can be said to be the main legal basis for efforts to overcome losses caused by fraudulent sellers on customer-to-customer e-commerce platforms (Kamran, 2021).

The dispute resolution according to the Consumer Protection Law is as follows: (1) Through an institution in charge of resolving disputes between consumers and business actors or called BPSK; (b) Through the courts that are in the general judicial environment; (c) Law No. 11/2008 on Electronic Information and Transactions regulates several provisions that are a form of legal protection for consumers who use e-commerce transactions.

The Consumer Protection Law already has arrangements related to the obligations for sellers and buyers in conducting transactions and states several things that must be done for the parties. To minimize actions that can harm buyers, the following below is the content of Article 7 of the Consumer Protection Law, namely: (a) act in good faith in conducting its business activities; (b) provide correct, clear and honest information about the conditions and guarantees of goods and/or services and provide explanations for use, repair and maintenance; (c) treat or serve consumers correctly and honestly and not discriminatory; (d) guarantee the quality of goods and/or services produced and/or traded based on the provisions of the applicable quality standards for goods and/or services; (e) provide opportunities for consumers to test, and/or try certain goods and/or services and provide guarantees and/or warranties for goods made and/or traded; (f) provide compensation, compensation and/or reimbursement for losses due to the use, consumption and utilization of goods and/or services traded; (g) provide compensation, compensation and/or replacement if the goods and/or services received or utilized are not in accordance with the agreement.

However, to be able to maximize in overcoming consumer losses by fraudulent sellers, it is necessary to combine the Consumer Protection Law with the ITE Law because transactions are carried out online. This is interrelated and becomes a binding legal basis for parties to conduct transactions through e-commerce. Dispute resolution does not always focus on the court where in consumer protection, buyers who feel aggrieved can report the seller's harmful actions to the Consumer Dispute Resolution Agency (BPSK) (Sembiring, 2011).

As stipulated in Article 19 in conjunction with Article 28 of the Consumer Protection Law, with the existence of this product liability principle, it is sufficient for consumers who file a lawsuit against the business actor to show that the product received from the business actor was damaged when it was delivered by the business actor and the damage caused loss or accident to the consumer. With the recognition of electronic evidence as valid evidence in court as stated in Article 5 paragraphs 1, 2 and 3 of the Law on Electronic Information and Transactions, the evidence that can be used by consumers in court is as follows: (1) Proof of transfer or proof of payment; (2) SMS or e-mail stating the agreement to make a purchase; (3) Name, address, telephone number, and account number of the business actor.

Actors who violate the provisions in consumer transactions may be subject to criminal sanctions and fines, as well as administrative sanctions. Criminal sanctions in the Law on Electronic Information and Transactions are regulated cumulatively, which means that imprisonment and fines can be imposed simultaneously. Specifically for violations of e-commerce transactions are regulated in Article 45 paragraph 2 of the Law on Electronic Information and Transactions which states that "Every person who fulfills the



elements as referred to in Article 28 paragraph 1 or paragraph 2, namely that every person intentionally and without the right to spread false and misleading news that results in consumer losses in Electronic Transactions, shall be punished with imprisonment of 6 (six) years and/or a maximum fine of Rp1,000,000,000.00 (one billion rupiah).”

Then, according to Article 51 of Law Number 11 of 2008 concerning Electronic Information and Transactions states that “every person intentionally and without rights or against the law manipulates, creates, changes, removes, destroys Electronic Information and/or Electronic Documents with the aim that the Electronic Information and/or Electronic Documents are considered as authentic data, Punishment of every person who violates this provision, shall be punished with imprisonment for a maximum of 12 years and / or a fine of up to Rp12,000,000,000.00 (twelve billion rupiah).”

In addition to criminal sanctions, violators are also given administrative sanctions as referred to in Article 84 paragraph 2 of Government Regulation No. 8 of 2012 which can be in the form of: (1) written reprimand; (2) administrative fine; (3) temporary suspension; and/or (4) removed from the license list.

IV. CONCLUSION

The form of legal protection for consumers in transactions through e-commerce is contained in Law No. 11 of 2008 concerning Electronic Information and Transactions Article 2 which applies to every person who carries out legal acts in Indonesian territory that are detrimental to the interests of Indonesia and Article 9 which reads that every business actor offering products through an electronic system must include complete and correct information relating to contract terms, producers and products offered.

Business actors in Law No. 8 of 1999 concerning Consumer Protection regulate the obligations of sellers stipulated in Article 7 of the Consumer Protection Law which must be obeyed in carrying out their business. To be able to overcome losses by fraudulent sellers, consumers can settle through the Consumer Dispute Resolution Agency or the court. Business actors who violate the provisions in consumer transactions may be subject to criminal sanctions and fines, as well as administrative sanctions. Criminal sanctions in the Law on Electronic Information and Transactions are regulated cumulatively, which means that imprisonment and fines can be imposed simultaneously.

Suggestions for business actors who have virtual stores on the internet should provide detailed, transparent and clear information to consumers on the goods or services offered and have good faith in buying and selling in e-commerce considering that previously buyers did not see the goods offered directly.

Advice for consumers is that consumers should be careful, thorough, and understand their rights in order to avoid acts of fraud by sellers before buying and selling in e-commerce transactions.

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