

Legal Protection for Consumers in Buying Agreements Online

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Online sale and purchase agreements made through electronic media are very popular with some people. The development of this information technology will have an impact on the development of existing legal rules. Because up to now, there is still a legal vacuum in Indonesia, because it has not accommodated the terms of the agreement of buying and selling online specifically. The skill element in an online purchase agreement is difficult to measure, because anyone can make an online purchase agreement. When there are legal issues, legal protection for consumers is still not the optimal juridical empirical approach method. This research was conducted in Semarang, Pekalongan, and Magelang. The selection of these three cities in Central Java is based on the purposive sampling method. Data was obtained through interviews, questionnaires, and literature studies. Primary and secondary data qualitative analysis was used. The results showed that legal protection for consumers in an online sale and purchase agreement in Central Java, is still based on aspects of seller and buyer trust. Consumers as weak parties in this online sale and purchase agreement, often experience losses and dissatisfaction in receiving the goods or services promised. Defaults made by the seller or business actors are in the form of: not sending goods, are being paid money, not given the exact delivery time, items that are not appropriate, and even fraud. Consumers do not know how to resolve disputes in the online sale and purchase agreement, so consumers are only passive or accept it as their own mistakes. Existing laws are not sufficient to provide optimal legal protection to consumers.

Key words: *Legal protection, consumers, sale and purchase agreements, online.*

Background

Online sale and purchase agreements made through electronic media are very popular with some people. The development of this information technology will have an impact on the development of existing legal rules. Because up to now there is still a legal vacuum in Indonesia, it has not accommodated the terms of the agreement buying and selling online specifically. The skill element in an online purchase agreement is difficult to measure, because

anyone can make an online purchase agreement. Online trading agreements are increasing and this development continues and more and more consumers are interested, because of several things, among them are that: it is very practical, there are easy ways to pay, it is time efficient and promo prices offered by businesses. These are all very attractive to consumers. But behind all the convenience and benefits offered, there are also concerns about the responsibility of online business to consumers in buying and selling online, because of the many online companies. The existence of online sale and purchase agreements in the Trade Law and the Consumer Protection Act are considered very important, seeing the potential and growth of online businesses in the country. The consumer as a subject is very closely related to the online buying and selling business, so legal protection is needed for consumers (Deky, 2018).

The Consumer Protection Act is a guideline for business actors and consumers in conducting their business honestly; which does not harm consumers. Consumer protection in the digital e-commerce era is important and necessary, when sellers and buyers only rely on the principle of trust in conducting electronic commerce transactions. Do not let electronic commerce be used as a tool for people who are not responsible for marketing their products (Deky, 2018).

The problem is how is the legal protection for consumers in an online purchase agreement, if there is a default?

The research method is juridical empirical, and the data collection method is done through interviews, questionnaires and literature studies. Primary data and secondary data will be analysed qualitatively, then identified and conclusions will be drawn from existing problems.

Discussion

Legal Protection for Consumers in Online Sale and Purchase Agreements in the event of Default.

A. Legal Protection for Consumers in the Civil Code.

The sale and purchase agreement is regulated in Articles 1457-1540 of the Civil Code. Based on the provisions of Article 1457 Civil Code, the sale and purchase is confirmed as an agreement in which one party is bound to submit a material, and the other party to pay the price.

Salim H.S sale and purchase agreement is an agreement made between the seller and the buyer. In the agreement, the seller is obliged to submit the object of sale and purchase to the buyer and is entitled to accept the price, and the buyer is obliged to pay the price and is entitled to receive the object (Salim, 2003).

In this sale and purchase agreement the seller is obliged to submit the object of sale and purchase to the buyer and is entitled to accept the price, and the buyer is obliged to pay the price and is entitled to receive the object.

Conditions that must be met before entering into an agreement, namely:

1. Agree 2. Capable 3. Halal cause 4. A certain thing

Marianm Darus Badruzaman, expressed his opinion that the principles in treaty law include (Muhammad, 2012):

- a. The principle of a valid agreement is the law.
- b. The principle of freedom of contract.
- c. The principle of consensualism, which considers that the agreement has existed for a moment after there was an agreement from the parties.
- d. The principle of trust, between the parties to bind themselves to each other in carrying out the agreement.
- e. The principle of binding power means that the parties are not only bound to the contents of the agreement but also to the principles of morality, propriety and habit.
- f. The principle of equality of law, means that both parties are equal before the law so they must respect each other.
- g. The principle of balance means that the parties are required to carry out their respective obligations in good faith.
- h. The principle of legal certainty, which can be seen from the provision that the agreement made by the parties applies as a law for its makers.
- i. Moral Principle, means that in carrying out the agreement there is a motivation based on morals as a calling of conscience.
- j. The principle of propriety, which is set forth in Article 1339 BW, that the contents of the agreement are not contrary to the applicable laws and regulations, propriety and decency. The principle of habit, regulated in Article 1339 jo 1347 BW, means that an agreement not only concerns matters that have been regulated in the legislation, but also concerns the habits that are commonly followed. Thus, transactions carried out electronically are also bound by the principles as explained above. In addition to the terms of the legality of the agreement as explained above, there are elements of the agreement according to civil law (Muhammad, 2012). The essential elements, namely the essential elements that must be absolute in an agreement, such as the identity of the parties, the agreement in the agreement.
- k. Naturalia element, that is, elements which are considered to have existed in the agreement even though the parties do not specify explicitly in the agreement, such as good faith in the agreement, and that there are no hidden defects in the object of the agreement. C. The element of accedentialia, that is, elements added to the agreement by the parties, such as the clause "Goods that have been purchased cannot be returned".

The elements mentioned above must also be applied in an electronic transaction, meaning that the identities of the parties must be clear, as well as the agreement may not occur and is legally flawed, which means that there can be no element of coercion, mistakes and fraud. Transactions conducted electronically must be accompanied by good faith and a sense of trust between the parties, although this is not confirmed in the agreement. In every transaction, including those conducted via electronics, an exoneration clause can be determined as part of the element of *accidentalibus* as described above. Based on the development of information technology, business transactions can not only be done in a tangible or conventional manner, but also through electronic media, in this case the internet, hereinafter known as e-commerce. Based on the provisions of Article 1 number (2) of Law Number 11 Year 2008, regarding Information and Electronic Transactions (hereinafter referred to as the ITE Law), it is stated that electronic transactions are legal acts carried out using computers, computer networks and / or other electronic media. In line with this, an electronic transaction including an electronic trade transaction, must be poured into an electronic contract that is binding on the parties, in accordance with Article 18 of the ITE Law. Electronic business transactions (electronic commerce / e-commerce), as part of electronic business (business conducted using electronic transmission), can be formulated based on electronic commerce terminology (e-commerce). In general e-commerce can be defined as any form of trade in goods or services (trade of goods and services) using electronic media. In addition to those mentioned above, there are trade activities.

Online business transactions (e-commerce) must be poured into an electronic contract as an embodiment of the principle of freedom of contract as regulated in Article 1338 paragraph (1) of BW, in this case everyone has the freedom to make and determine the form, type and content agreement, as long as it still meets the legality requirements of the agreement, as stipulated in Article 1320 BW, and does not violate public order and decency. Such contracts are binding and act as law for the parties by the maker. According to Article 1 number (17) of the ITE Law, an electronic contract is an agreement of the parties made through an electronic system. Meanwhile, based on Article 1 number (5) of the ITE Law, it is stated that an electronic system is a series of electronic devices and procedures whose functions are to prepare, collect, process, analyse, store, display, announce, and send and / or disseminate electronic information, on the internet. In Article 1 number (1) of the ITE Law, it is explained that electronic information is one or a collection of electronic data including but not limited to writing, voice, images, maps, designs, photographs, electronic data interchange, electronic mail, telegram, telex, telecopy or the like, letters, signs, numbers, access codes, symbols or perforations that have been processed that have meaning or can be understood by people who are able to understand it. Seeing the above, of course the instruments used and applicable in online business contracts are paperless, but their validity is recognised and has the same legal force as conventional contracts. Therefore, all legal actions and actions that occur in this online business contract must be

considered, because the legal consequences that arise have the same legal impact as conventional or in the real-world legal actions. Electronic business transactions, involving instruments and legal actions in cyberspace and this paperless nature, gave birth to an electronic evidence system as well. In general, the evidence that applies in online business transactions based on electronic contracts refers to the evidentiary law as regulated in Article 1865 and Article 1866 of the Civil Code, which confirms the principle of proof that anyone who feels they have rights or feels their rights are disturbed, must be able to prove it in a manner of law. Proof in question must follow the provisions of evidence that is legally recognised as affirmed in Article 1866 in conjunction with Article 164 HIR (Het Herziene Indonesisch Reglement), which consists of: a. Letter / written evidence; b. Witness evidence; c. Evidence of allegation; d. Proof of recognition; and e. Proof of oath. All of the evidence becomes evidence in the process of proving civil cases, including those related to contracts or agreements. Based on the provisions of Article 1865 BW above, those who feel that their civil rights are disturbed must be able to prove it, by means and methods of proof that have been determined in the civil procedural law. However, this does not mean that the other party does not have the right to prove it. Rights and obligations for sellers and buyers in entering into sale and purchase agreements, namely: 1) Seller's Rights and Obligations: a. The right of the Seller to accept the price of the goods he has sold from the buyer in accordance with the price agreement between the two parties. b. Give up ownership rights on the goods being traded. c. Bear the pleasure of the goods and bear hidden defects. 2) Buyer's Rights and Obligations: The right of the buyer is to receive the goods he has bought, both real and juridical. Obligations of buyers to pay the price of goods include actions to fulfill the achievement in the sale and purchase agreement that has been made by the parties, in the place of payment that has been agreed by both parties. The parties in the Sale and Purchase Transactions via the Internet or electronically, are the same as ordinary buying and selling transactions conducted in the real world, even though in this electronic sale and purchase the parties do not meet directly with each other, but are connected via the internet (Suwari, 2016).

In buying and selling transactions via the internet, related parties include: a. Seller or entrepreneur who offers a product through the internet as a business actor; b. Buyer or consumer, that is, every person who is not prohibited by law, who accepts an offer from a seller or business actor and wishes to conduct a sale and purchase transaction of products offered by the seller / business actor; c. Banks as the channeling of funds from buyers or consumers to sellers, because in the sale and purchase transactions electronically, sellers and buyers do not deal directly, because they are in different locations, so that payments can be made through intermediaries, in this case the banks; d. Provider as a provider of internet access services. The sale and purchase transactions via the internet are carried out without any face-to-face meetings between the parties, so the sale and purchase agreements that occur between the parties are also carried out electronically, either by e-mail or other means. Buying and selling transactions made through the internet may not be stopped, even every day the latest technology is always

found in the world of the internet, while the protection and legal certainty of internet users is inadequate, thus efforts must be made to continue to achieve legal balance in the intended conditions.

In Indonesian national civil law, the conditions for the validity of the agreement are regulated in Article 1320 of the Civil Code, which contains 4 (four) conditions, namely an agreement between those who bind themselves, the ability of the parties to make an agreement, a certain object (the object of the agreement must be clear and can be implemented) and a cause that is allowed (does not violate law, decency and public order). The four conditions of validity of this agreement automatically apply in the sale and purchase agreement in electronic transactions. This is expressly stated in Article 47 of Government Regulation Number 82 of 2012 concerning the Implementation of Electronic Transactions and Systems, the contents of which are as follows: (1) Electronic Transactions can be carried out based on Electronic Contracts or other contractual forms as an agreement made by the parties. (2) An Electronic Contract is considered valid if: a. there is an agreement of the parties; b. conducted by capable legal subjects or authorised representatives in accordance with statutory provisions; c. there are certain things; and d. The object of the transaction must not be in conflict with the laws and regulations, decency, and public order. In addition, there are several additional requirements in Article 48 of Government Regulation Number 82 of 2012, concerning the Implementation of Electronic Systems and Transactions as follows: (1) Electronic Contracts and other contractual forms as referred to in Article 47 paragraph (1) addressed to Indonesian residents must be made in Indonesian. (2) Electronic contracts made with standard clauses must comply with the provisions regarding standard clauses as regulated in statutory regulations.

Electronic Contracts contain at least: a. identity data of the parties; b. object and specifications; c. Electronic Transaction requirements; d. prices and fees; e. procedure in case there is a cancellation by the parties; f. provisions which give the right to the injured party to be able to return goods and / or request product replacement if there are hidden defects; and g. Choice of legal settlement of Electronic Transactions. Determination of a person's ability to make electronic transactions may be an obstacle because the parties do not meet in person. For this reason, businesses should provide age limits for consumers to be able to conduct electronic transactions. However, if this skill requirement is violated and one day someone feels aggrieved, the aggrieved party may request that the agreement be cancelled.

The forms of default in the online purchase agreement are:

1. In terms of buyers, among others:

a. Late payment: In this case the late payment is usually the party that often does the tardiness is the buyer. Some merchants or stages in the business of payment of business (buying and selling) online: one example is when buyers want to buy certain goods via the internet then they usually have to agree on how much money they should pay. After the price is deemed

appropriate or appropriate, then the buyer must carry out the registration process, then the seller will confirm with the buyer, in which there is also an order to pay DP (Down Payment) through the specified bank, then the buyer must report on his payment to the seller. Henceforth the seller will send the goods agreed upon by both parties together with the final payment from the buyer. Some sellers usually wait for repayment from the buyer, after which the seller sends the goods to the buyer. Regarding delays in the payment process made by the buyer, this often happens in online trading and is a form of default.

b. Do not make payments: Buyers are usually different, meaning that in conducting transactions online they have their own goals and purposes. In fact, there are some of the buyers who do not carry out their obligations properly.

c. Make payments but not in accordance with what was promised / agreed.

2. In terms of sellers, among others:

a. Sending goods, but not in accordance with what was agreed upon. In order to avoid misunderstandings, it is better if the goods to be bought and sold have a detailed profile and picture of the goods so that the buyer is not confused and can be more effective in determining and buying goods. The seller also needs to be more selective and careful in shipping goods so that buyers are not disappointed and the business runs smoothly.

b. Send items but late, for sellers in the business of buying and selling online should try not to make mistakes, especially in the process of sending goods to the buyer. The goods must be in accordance with what was promised but also did not experience delays.

Subekti stated that, default (negligence or negligence) of a debtor can be in 4 types:

1. Not doing what he/she is promised he/she will do.
2. Carry out what was promised, but not as promised.
3. Carry out what was promised, but it was too late.
4. Doing something which according to the agreement cannot be carried out.

Basically, the parties in buying and selling online mentioned above, each have the rights and obligations. The seller / merchant is a party that offers products through the internet, therefore the seller is responsible for providing the truth of the products offered to buyers or consumers. In addition, the seller must also sell a product allowed by law. This means that the goods offered are not goods that contravene the laws and regulations, are not damaged or contain hidden defects, so that the goods offered are goods that are worth buying and selling. The seller is also responsible for shipping products or services that have been purchased by a consumer. Accordingly, the transaction includes no harm to anyone who buys it. On the other hand, a seller or business actor has the right to get payment from the buyer / consumer for the price of the goods sold and also has the right to be able to protect the actions of buyers in good faith in carrying out online trading transactions. Thus, the buyer is obliged to pay a price for the product or service he has ordered for the seller.

A buyer has the obligation to pay the price of goods he has given from the seller in accordance with the type of goods and the price that has been delivered between the seller and the buyer, in addition to filling in the correct identity data in the receipt form. On the other hand, the buyer / consumer has the right to receive complete information on the goods to be bought. The buyer is also entitled to obtain legal protection for the actions of the seller or business actor in good faith.

A. Legal Protection for Consumers in the Consumer Protection Act.

a. Buyer / consumer rights and obligations.

1) Consumer Rights

Consumer rights according to Article 4 of Law Number 8 of 1999, among others, the right to comfort, security and safety in consuming goods and / or services, the right to choose goods and / or services and to obtain goods and / or services in accordance with promised exchange rates, conditions and guarantees.

2) Consumer Obligations

Article 5 of Law No. 8 of 1999 states consumer obligations, one of which is reading or following information instructions and procedures for the use or utilisation of goods and / or services, for security and safety.

b. Rights and Obligations of Seller / Business Actor

1) Business Actor's Rights

Article 6 of Law No. 8 of 1999 states the rights of business actors, namely the right to receive payments in accordance with agreements on conditions and exchange rates.

2) Obligations of Business Actors

Article 7 of Law Number 8 of 1999 states the obligations of business actors, namely in good faith in carrying out business activities and providing true, clear and honest information, explaining the use, repair and maintenance.

Although there are laws that regulate trade issues in e-commerce, however, sometimes consumers are still in a weak position. The main factor that becomes the weakness of consumers is often due to the low level of legal knowledge and consumer awareness of their rights. These conditions are used by business actors to reap maximum profits by not carrying out the obligations that should be attached to business actors. Consumers should have full rights to get protection. But many consumers are not aware that there are laws governing consumer protection, as is the case regarding purchasing via the internet online or by e-commerce.

If the above principle is violated or not heeded, then of course the party that feels aggrieved can ask for accountability from the violating party. According to the author, it is better in conducting buying and selling transactions via the internet, that consumers must also be

observant, thorough and alert to offers made by business actors. It is not uncommon for businesses to offer fictitious products, which are sold cheaply so that consumers are interested. Consumers must make sure before ordering goods, and make sure merchants include telephone numbers that can be contacted and a full address. If interested in the goods offered, then communicate first, usually the buyer directly contacts by phone, to ascertain whether the goods really exist, after that the new buyer asks about the specifications of the goods to be bought. If agreed, the buyer immediately pays the price for the item, then the goods are sent. Activities of consumers to always communicate or ask about the goods to be bought by business actors will be able to reduce the impact of losses for consumers.

A. Settlement of Seller and Buyer Disputes in the event of Default in the Online Purchase Agreement.

Disputes relating to defaults of cases that are fraudulent in an online purchase agreement are not resolved properly. This is all due to the emotional nature of each party, even though there are still many alternatives to solve it, especially in cases involving defaults.

In protecting consumers in e-commerce transactions, it can be pursued by legal remedies. This remedy is used if there has been a dispute between the business actor and the consumer. According to the UUPK, one of the rights of consumers is to obtain advocacy, protection and efforts to resolve disputes properly. In addition, one of the obligations of business actors is to provide compensation for losses resulting from the use of traded goods and / or services (Nasution, 1995).

Article 23 of the UUPK states that if the manufacturer and / or distributor business actor refuses and / or does not respond and / or does not meet compensation for consumer demands, then the consumer is given the right to sue the business actor and settle disputes arising through the Settlement Agency Consumer Disputes (BPSK) or by filing a lawsuit to the court in the consumer's place of residence (Jimmy, 2011). In an effort to resolve consumer disputes according to the UUPK there are two choices, namely (Husni dan Neni, 2000): a. Through an institution tasked with resolving disputes between consumers and business actors (in this case BPSK), or b. Through justice in the general court environment. Specifically, regarding dispute resolution in e-commerce transactions according to the ITE Law, it explains that: 1) Everyone can file a lawsuit against the party that organises Electronic Systems and / or uses Information Technology that causes harm. 2) The public may file a claim in a representative manner against the party that organises the Electronic System and / or uses Information Technology in which the results are in detrimental to the community, in accordance with the provisions of the Laws and Regulations.

In the event of default, other parties suffering in e-commerce transactions according to the ITE Law, (Pasal 38 Undang-undang Nomor 11 Tahun, 2008): it explains that: 1) Everyone can file a lawsuit against the party that organises Electronic Systems and / or uses Information Technology that causes harm. 2) The public may file a claim in a representative manner against the party that organises the Electronic System and / or uses Information Technology in which the results are detrimental to the community, in accordance with the provisions of the Laws and Regulations.

In the event of default, other parties suffering from losses may choose between several possibilities, namely: a. The injured party demands the implementation of the agreement b. The injured party demands compensation c. The injured party demands the implementation of the agreement accompanied by compensation d. The injured party demands the cancellation of the agreement.

Information that can be given is related to the above mentioned:

a. The injured party demands the implementation of the agreement.

In an online sale and purchase agreement, it is agreed that the payment is paid in full and fully within a certain time limit by the buyer and from losses may choose between several possibilities, namely: a. The injured party demands the implementation of the agreement b. The injured party demands compensation c. The injured party demands the implementation of the agreement accompanied by compensation d. The injured party demands the cancellation of the agreement.

Information that can be given is related to the above mentioned:

a. The injured party demands the implementation of the agreement.

In an online sale and purchase agreement, it is agreed that the payment is paid in full and fully within a certain time limit by the buyer and then the seller sends the goods that have been agreed upon, but when the buyer has made his accomplishments but the seller has not performed his achievements correctly, the buyer can demand the full sale and purchase agreement to the seller.

b. The injured party demands compensation.

In an online sale and purchase agreement, the payment is agreed to be paid in full first, then the seller sends the goods agreed upon by the buyer, but in reality the goods sent are damaged, thereby reducing the use value of the goods, the buyer can claim compensation to the seller, usually in accordance with the agreement.

c. The injured party demands that the contract be accompanied by compensation.

In an online sale and purchase agreement, it is agreed that the payment must be paid in full in full and then the seller sends the agreed goods. But what happens, is that the goods have been sent late and the goods do not match what has been agreed as: colour, shape, size, etc. thus making the buyer being able to sue for the implementation of the agreement in full and compensation, in accordance with the agreement of both parties. d. The injured party demands the cancellation of the agreement.

e. The injured party demands the cancellation of the agreement accompanied by compensation. In an online sale and purchase agreement it is agreed that the repayment must be paid in full within a certain time period then the seller sends goods agreed upon by the buyer. But what happens, when the buyer has done well but the seller has not sent the goods, then the buyer can demand the cancellation of the agreement and also accompanied by compensation.

Several possible prosecutions from the injured party mentioned above for a reciprocal agreement by the provisions of Article 1266 of the Civil Code, are required if one party does not fulfill its obligations, it can be requested to cancel the agreement to the judge. Thus, based on Article 1266 of the Civil Code, in a sale and purchase agreement of one of the parties to the default, the injured party can take legal action by demanding the cancellation of the agreement with the judge.

In reality, in the form of a sale and purchase agreement regarding a dispute arising between them, the parties are involved in the contents of the agreement they have agreed to, namely:

1. Settlement is done by deliberation.

Deliberation can be reached by both parties when both parties agree to choose a solution. In other words, both parties agreed and the seller sends the goods that have been agreed upon, but when the buyer has made his accomplishments but the seller has not performed his achievements correctly, the buyer can demand the full sale and purchase agreement to the seller.

b. The injured party demands compensation.

In an online sale and purchase agreement, the payment is agreed to be paid in full first, then the seller sends the goods agreed upon by the buyer, but in reality the goods sent are damaged, thereby reducing the use value of the goods, the buyer can claim compensation to the seller, usually in accordance with the agreement.

c. The injured party demands that the contract be accompanied by compensation.

In an online sale and purchase agreement, it is agreed that the payment must be paid in full and then the seller sends the agreed goods. But what happens, the goods that have been sent late and the goods do not match what has been agreed upon: colour, shape, size, etc. thus the buyer

can sue for the implementation of the agreement in full and compensation in accordance with the agreement of both parties.

d. The injured party demands the cancellation of the agreement.

e. The injured party demands the cancellation of the agreement accompanied by compensation.

In an online sale and purchase agreement it is agreed that the repayment must be paid in full within a certain time period, then the seller sends goods agreed upon by the buyer but what can happen, is when the buyer has done well but the seller has not sent the goods, then the buyer can demand the cancellation of the agreement and also accompanied by compensation.

Several possible prosecutions from the injured party mentioned above for a reciprocal agreement by the provisions of Article 1266 of the Civil Code, are required if one party does not fulfill its obligations, and it can be requested to cancel the agreement to the judge. Thus based on Article 1266 of the Civil Code, in a sale and purchase agreement of one of the parties to the default, the injured party can take legal action by demanding the cancellation of the agreement to the judge.

In reality, in the form of a sale and purchase agreement regarding a dispute arising between them, the parties are involved in the contents of the agreement they have agreed to, namely:

1. Settle by deliberation.

Deliberation can be reached by both parties when both parties agree to choose the solution. In other words, both parties agree to discuss carefully to find an agreement and then no-one is harmed.

2. Perform through the court where the agreement was made.

The settlement process through court is the final choice. It is usually done by one party who feels disadvantaged. Determination of the way or the procedure for resolving disputes above, whether due to default or other consequences, is explained in the contents of the agreement that what they do is absolute in anticipation of issues issued by the agreement. In practice, the parties / one of the parties in buying and selling online, rarely takes the matter to court to resolve the default case. They more often use the family system as an effort to resolve the default problem. Such matters are deemed more appropriate and practical to be pursued especially as goods / services which are the object of buying and selling have a disproportionate selling price when going through a court process.

The process of accountability in a business or sale and purchase agreement online, means it will be referring to the rights and obligations of the parties in the online purchase agreement.

When the parties, both the seller and the buyer, understand about what their rights and obligations are, the breach of contract will not occur.

Online sale and purchase agreements are also regulated in several regulations and laws, including law number 11 of 2008, concerning electronic information and transactions, law number 8 of 1999, concerning consumer protection, and the civil law book (Civil Code). So, for everyone who runs an online buying and selling businesses, both sellers and buyers no longer need to worry about trying electronic transactions.

The principle of kinship, the principle of good faith, and the principle of freedom of contract, are a small part of the things that become a sure basis in running an online trading business, because it is far apart and in different places, then the seller and buyer must prioritise the principles above in running businesses of buying and selling online.

By upholding the principles in the civil law, forms of violations and possible mistakes from both parties, will rarely occur. In the process of resolving disputes in business or online sale and purchase agreements, especially those relating to defaults, these principles will be urgently needed so that these issues can be resolved later, demanding the cancellation of the agreement accompanied by compensation.

Conclusion

Legal Protection for Consumers in Online Sale and Purchase Agreements When Defaults Occur, both by the buyer and the seller : there are several possibilities taken by the party that feels disadvantaged as well as there being a form of accountability of the party doing the default, including: 1) The injured party demanding implementation of the agreement. 2) The injured party demanding compensation. 3) The injured party demanding the implementation of the agreement accompanied by compensation. 4) The injured party demanding the cancellation of the agreement. 5) The injured party demanding the cancellation of the agreement accompanied by compensation. Defaults made by the seller or business actors in the form of not sending goods, are being paid money, not giving the exact delivery time, items that are not appropriate, even fraud. Consumers do not know how to resolve disputes in this online sale and purchase agreement, so consumers are only passive or accept it as their own mistakes. Existing laws are not sufficient to provide optimal legal protection to consumers.

Suggestions

1. For consumers or internet users, especially those who use the internet as a means of doing business online / e-commerce / online sale and purchase agreements are expected to be more



careful and alert, and equip themselves with the rules in buying and selling online so as not to experience losses and defaults from business actors.

2. For people who act as sellers or business actors in an online sale and purchase agreement, should understand, pay attention and carry out their obligations honestly and in good faith, so that consumers will have full trust in business actors. Existing laws are not sufficient to provide optimal legal protection to consumers.

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