

Legal Protection in Online Buy and Sell Agreements for Consumers

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Abstract-The online sale and purchase agreement has a characteristic that the media used is the internet so that business people and consumers do not have to meet directly, that is, carried out on behalf of the parties. This condition on the one hand benefits consumers, because consumers have many choices to get goods purchased but on the other hand violations of consumer rights are very risky, problems that can occur in online transactions, among others, namely that the quality of goods that are not suitable, defective, does not match the agreement. An empirical juridical approach method. This research was conducted in Semarang, Pekalongan, and Magelang. The selection of three cities in Central Java is based on the purposive sampling method. Data obtained through interviews, questionnaires, and literature studies. Primary data, secondary data. Qualitative analysis. The results of the study show that the main principles of online buying and selling agreements in Central Java still prioritize trust. Legal protection is identical to the protection of consumer rights as stipulated in Article 4 of Act Number 8 of 1999.

Keywords: Legal Protection, Online Sale and Purchase Agreement, Consumer

I. INTRODUCTION

The online sale and purchase agreement has a distinctive characteristic in which the media used is the internet so that business actors and consumers do not have to meet directly, that is, carried out on behalf of the parties. This condition on the one hand benefits consumers, because consumers have many choices to get goods purchased but on the other hand violations of consumer rights are very risky, problems that can occur in online transactions are legal protection for consumers if the quality of the goods is incompatible with the agreed upon?

The ease of buying and selling online will make many people interested in participating in online buying and selling business. Of the many online buying and selling business people there are those who do business buying and selling fraudulent (fake) online. In order for no party to be harmed either in terms of consumers or from honest online businessmen, protection from the State of Indonesia is needed. The law will be one of the strongholds for this protection. Some things that encourage businesses to sell and buy online because through buying and selling online business actors can reduce the costs of marketing, distribution, etc. so that business people only need relatively little capital in carrying out their business.

Factors that encourage consumers to buy and sell online because through online buying and selling consumers get the benefits and convenience, among others, can choose a variety of goods desired besides consumers do not need to go to shopping centers, both traditional and modern markets to just buy the needed items, especially if traditional and modern markets are far from consumers, of course this is very helpful for consumers because it can save time while making it easier for consumers. Through buying and selling online enough to access sites that offer goods, consumers can already choose and compare the quality and price of the desired item, this is considered more practical and economical compared to buying directly by going to shopping centers, traditional and modern markets .

The use of internet technology to make online sale and purchase agreements has a negative impact on consumers. Considering that purchases through online buying and selling are carried out by business actors and consumers who are not face to face in person and do not know each other in other words online buying and selling is done with a sense of trust from the parties, problems that can occur on online buying and selling, among others, that quality goods ordered are not in accordance with what was promised by the business actor, the delivery time is not in accordance with the agreed time, in the process of shipping goods is also prone to damage.

Other problems that can occur are goods that have been ordered and paid by consumers not sent by businesses. What is the legal protection for consumers? The problems faced by consumers are not just how to choose goods, but far more complex than that which concerns the awareness of all parties, both entrepreneurs, governments and consumers themselves about the importance of consumer protection. Entrepreneurs realize that they must respect consumer rights, produce quality goods and services, are safe to use or consume, follow applicable standards, at appropriate prices. The government realizes that laws and regulations are needed in all sectors related to the movement of goods and services from entrepreneurs to consumers. The government also has the duty to monitor the implementation of the regulations and laws properly.

II. RESEARCH METHOD

The method of approach that will be used in this study is an normative legal approach. This approach was chosen considering that in order to achieve research objectives / research. Data Collection Methods and Analysis, Data

collection is done through interviews, questionnaires, and literature studies. Data collected includes primary data and secondary data. Data from both research results, primary data and secondary data, will be analyzed qualitatively.

III. FINDINGS AND DISCUSSION

1. Legal Protection for Consumers.

The purpose of legal protection for consumers is the implementation, development and regulation of consumer protection planned to increase the dignity and awareness of consumers, and indirectly encourage business actors in carrying out their business activities with full responsibility. What consumers need to realize is that they have rights that are protected by consumer protection laws so they can exercise social control over the actions and behavior of employers and the government. With the birth of law No. 8 of 1999 concerning Consumer Protection, it is hoped that consumer protection efforts in Indonesia can be considered.

Based on Law No. 8 Article 1 Item 1 of 1999, concerning Consumer Protection stated that "Consumer protection is any effort that guarantees legal certainty to provide protection to consumers". Legal certainty to protect consumer rights, which is strengthened through special laws, gives hope that business actors are no longer arbitrary which always harms consumer rights. With the Consumer Protection Law and other legal instruments, consumers have a right and a balanced position and they can sue or sue if it turns out that their rights have been harmed or violated by the business actor. Legal certainty includes all efforts based on the law to empower consumers to obtain or determine their choice of goods and / or services and defend or defend their rights. the right if it is harmed by the behavior of the provider of the business needs of consumers.

2. Principles of Consumer Protection

Responsibility based on negligence is a principle of responsibility that is subjective, that is, a responsibility that is determined by the behavior of the producer. The nature of subjectivity arises in the category that someone who is cautious prevents losses from the consumer. Based on this theory, the negligence of producers which results in the emergence of consumer losses is a determining factor for the right of consumers to file claims for losses to producers. In addition to the factors of mistakes and negligence of producers, claims for compensation are based on producer negligence submitted with evidence,

In principle, responsibility based on negligence also experiences development with a different level of responsibility towards the interests of consumers, namely responsibility for negligence with Contract Relations Requirements. The theory of pure principle of responsibility based on negligence is a responsibility based on the element of error and contractual relationship.

This theory is very detrimental to consumers because a new lawsuit can be submitted if it has fulfilled two conditions, namely the existence of an element of error or negligence and contractual relations between producers and consumers. The theory of negligence of product negligence does not provide maximum protection to consumers, because consumers are faced with two difficulties in filing a lawsuit against producers, namely, first, the demand for contractual relationships between consumers as plaintiffs and producers as defendants. Second, the producers' argument that consumer losses are caused by damage to unknown items.

The development of the second stage of the theory of responsibility based on negligence is the principle of constant responsibility based on negligence but for some cases there are exceptions to the terms of the contractual relationship. As mentioned earlier, that the terms of the contractual relationship are one of the obstacles for consumers to submit compensation to producers. This principle does not favor the interests of consumers, because in reality consumers who often suffer losses from using a product are consumers who do not have legal interests with the producer.

After the principle of responsibility on the basis of negligence with a few exceptions to the contractual relationship as the second stage in the development of legal substance of product responsibility, the next stage is the third stage, namely the responsibility system that is based on negligence, but does not require contractual relationships. The final development stage in the principle of responsibility based on negligence is in the form of modification of the principle of responsibility based on errors. This modification is meaningful, there are reliefs for consumers in applying responsibility based on negligence, but the principle of responsibility is still based on errors. This modification is a transition period towards the establishment of absolute responsibility.

3. The Principle of Responsibility Based on Default

In addition to filing a lawsuit against manufacturer negligence, the law also introduces consumers to file a lawsuit against default. The manufacturer's responsibility known as default is the responsibility under the contract. When a product is damaged and results in a loss, consumers usually see the contents of the contract or agreement or guarantee that is part of the contract, both written and oral. The advantage for consumers in a lawsuit based on this theory is the application of obligations that are absolute in nature, namely an obligation that is not based on the efforts made by the seller to fulfill his promise.

That means if the producer has tried to fulfill his promise but the consumer continues to suffer losses, then the producer is still burdened with the responsibility to compensate. However, in the principle of liability based

on default there are several weaknesses that can reduce the form of legal protection in the interests of consumers, namely limitation of claim time, notification requirements, possible rebuttal and contractual relationship requirements, both contract relationships horizontally and vertically.

4. The Absolute Responsibility Principle

This principle of responsibility is known as product liability. According to this principle, producers must be responsible for losses suffered by consumers for the use of products circulating in the market. Absolute liability for strict liability, namely the element of error does not need to be proven by the plaintiff as a basis for compensation, this provision is a lex specialis in the lawsuit about breaking the law in general. The plaintiff (consumer) only needs to prove the existence of a causal relationship between the act of the producer and the loss suffered.

With the implementation of this principle of responsibility, every consumer who feels aggrieved due to defective or insecure products can sue for compensation without having to issue any or no element of error on the part of the producer. The reasons why the principle of absolute responsibility is applied in the law regarding product liability are:

- a. Among victims / consumers on the one hand there are producers on the other hand, the burden of losses should be borne by the producing party
- b. By placing / distributing goods on the market, the manufacturer guarantees that the items are safe and appropriate to use, if proven not to be the case, he must be responsible.

5. Legal Protection of Consumers in an Online Sale and Purchase Agreement according to Law Number 8 of 1999 concerning Consumer Protection

Consumer protection is a term used to describe legal protection given to consumers in their efforts to fulfill their needs from things that harm consumers themselves. Law Number 8 of 1999 concerning Consumer Protection is any effort that guarantees legal certainty to provide protection to consumers. Consumer protection has a broad scope, including consumer protection of goods and services, which starts from the stage of activities to obtain goods and services up to the consequences of the use of goods and / or services. Consumer protection coverage can be divided into two aspects, namely. [1] Protection of the possibility of goods delivered to consumers not in accordance with what has been agreed upon and protection against the application of conditions that are unfair to consumers.

The importance of legal protection for consumers is due to the weak bargaining position of consumers. Legal protection against consumers requires that there be partiality to weak bargaining positions (consumers). Legal

protection for consumers is a big problem, with global competition continuing to grow. Legal protection is needed in competition and the number of products and services that place consumers in a weak bargaining position. [2]

The term consumer protection is related to legal protection. Therefore, consumer protection contains legal aspects. The material that obtains protection is not just physical, but rather its rights which are abstract in nature. In other words, consumer protection is actually synonymous with the protection provided by the law on consumer rights.[3] In relation to consumer protection, Article 49 paragraph (1) of PP PSTE confirms that Business Actors who offer products through the Electronic System must provide complete and correct information relating to contract terms, producers and products offered. In the next paragraph, it is further emphasized that Business Actors are obliged to provide clear information about the offer of contracts or advertisements. What if the item received is not in accordance with what was promised. Article 49 paragraph (3) PP PSTE specifically regulates this matter, namely Business Officers must provide a deadline for consumers to return goods sent if they are not in accordance with the agreement or there are hidden defects.

IV. CONCLUSION

Legal protection in online buying and selling agreements for consumers if there is a quality of goods that are not suitable / defective, do not match with what the customer has agreed to have the right to fulfill compensation claims. The main principles of online buying and selling agreements in Central Java still prioritize trust. Legal protection is identical to the protection of consumer rights as stipulated in Article 4 of Act Number 8 of 1999. In addition, the form of legal protection for consumers is in the case of consumer dispute resolution, a consumer dispute resolution process is carried out when online transactions violate rights consumer rights. Protection to consumers has not been optimal.

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