



# Legal Studies Against Default in Sales and Purchase Agreements According to Law No. 8 of 1999 Concerning Consumer Protection

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**Abstract.** The abundance of rights in consumer protection is caused by the fact that consumers are important economic actors because, in the absence of consumers in producing goods or services, an economy will not run. If the products/services produced are not following the demand from the constituents, then consumer satisfaction will be minimal. Hence, there is inequality in the economy and the production of a good or service. However, there are still many things that have not been regulated in protecting consumers, especially electronic goods, and the lack of socialization about the rights and obligations of the parties, both sellers and consumers. Therefore, the author wants to formulate the problem in this study as follows “How is the regulation of rights and obligations of the parties in the sale and purchase agreement of electronic goods?”. The theory used in this study is the idealized theory of the state of law that the law should be made a commander in the dynamics of state life. This research uses normative research methods, which examine the laws conceptualized as applicable norms or rules by researching through books or literature y yang, often referred to as literature studies. The parties have their respective rights and obligations, including for buyers to have rights such as comfort, security, and security in consuming these goods. Besides that, they can choose and extinguish goods and/or services per the seller’s exchange rate, conditions, and guarantees. However, buyers also have obligations such as paying according to the previously agreed exchange rate. Business actors have rights such as getting payments following the agreement and getting legal protection from consumers who do not have good faith. The obligations of business actors are in good faith in carrying out their business activities, providing true, clear, and truthful information about the condition of the goods and/or services being traded, and so on. The rights and obligations of the parties to the sale and purchase agreement have been regulated. However, it is better to reproduce or be given specifics regarding the agreement for the sale and purchase of electronic goods in conventional and electronic transactions to protect the parties because good faith alone cannot be a reference. Because there is no clear classification of the extent to which we determine the good faith of a person or a legal subject.

**Keywords:** Consumer protection · Buying and selling electronic goods · Rights · Obligations

## 1 Introduction

Electronic media is one of the current human needs (Basic Need), now with the existence of humans to carry out various life activities and means to provide convenience in finding information or entertainment. The rapid development of the population and the uneven development of the economy has an impact on individuals' difficulty in obtaining electronic media. In addition to customer service, many business actors still commit violations. The role of authorized legal institutions, such as difficulty in handling this matter because it is difficult to trace, and the number of products/suits that do not have a business license but still run their business. Therefore, the role of the government, producers, and consumers should each be able to understand and implement the principle of legal protection so that the creation of a good and clean, and stable economy and no one is harmed in the process of economic activity.

Human rights issues must be understood in the context of horizontal power relations as well as vertical power interactions, including relationships between community groups, between people's groups or individuals, and even between communities in one country and communities in another. Consumer rights can be seen of in this broad sense as a developing aspect of human rights that has to be safeguarded against abuse or arbitrary actions in the horizontal power dynamics between producers and consumers. Given the significance of consumer rights, it has been suggested that they represent the fourth generation of human rights, which is the key idea in the theory of human rights in the future growth of humanity [1].

Based on the description above, the author wants to review the issue of consumer protection from the law on the sale of electronic goods; there needs to be legal protection for the parties involved, especially consumers. Legal protection can be had by the parties after the parties involved in the sale and purchase of electronic goods enter into a sale and purchase agreement. Specifically, Law No. 8 of 1999 concerning Consumer Protection. Based on the identification of the above problems, the problems in this study are formulated as follows: How is the Legal Regulation of Consumer Rights and Obligations according to Law Nomor 8 of 1999 concerning consumer protection? What Legal Remedies can be made in the event of a default in the agreement to sell and purchase electronic goods?.

## 2 Research Method

The type of research used in this research is normative legal research or library law research (library research). Normative legal research examines laws that are conceptualized as applicable norms or rules [2]. The legal norms that apply are written positive legal norms formed by statutory institutions (basic laws, codification, laws, government regulations, presidential regulations, etc.) [3].

This legal research is legal research that is carried out to find applicable positive legal principles or doctrines. This type of research is commonly referred to as "dogmatic studies," or what is known as doctrinal research [4].

### 3 Results and Discussion

#### 1. Consumer Rights and Obligations According to Usb Civil Law

Based on the provisions contained in Burgerlijk Wetboek (Indonesian Civil Code) [5], the buyer has rights and obligations, including:

- a. The buyer has the main obligation, which is to pay the purchase price at a time and place specified in the agreement (vide Article 1513 Burgerlijk Wetboek)
- b. If the place of payment is not specified, the buyer is obliged to pay the price of his goods at the place where the delivery of the goods is made (vide Article 1514 Burgerlijk Wetboek)
- c. The cost of picking up the goods is the responsibility of the buyer, so if the agreement specifies that the delivery will take place in the buyer's warehouse, the buyer is responsible for picking up the goods from the warehouse and shipping them to their location, while the seller is responsible for paying the shipping costs from their location to the buyer's warehouse (vide Article 1476 Burgerlijk Wetboek)
- d. Although not expressly promised, the buyer must pay interest on the purchase price if the goods are purchased to generate income.
- e. The goods handed over to the buyer are in a state of ability at the time of the sale or when the agreement is held. Furthermore, since the delivery of the goods, everything resulting from the goods becomes the right of the buyer (vide Article 1481 and Article 1483 Burgerlijk Wetboek).
- f. The buyer has the right to get a guarantee to be able to own the item safely and peacefully, as well as guarantees against hidden defects and others, which can be used as a reason for cancellation of the purchase (vide Articles 1491, 1504, 1506, 1509, 1510 Burgerlijk Wetboek).
- g. The buyer has the right to demand the cancellation of the purchase if the delivery of the goods cannot be carried out due to the seller's negligence (vide Article 1480 Burgerlijk Wetboek).
- h. Both the seller and the buyer have the right to make an agreement whose contents expand or reduce the obligations specified in the said Burgerlijk Wetboek, even to relieve the seller of any dependents (vide Article 1493 Burgerlijk Wetboek).

#### 2. Consumer Rights and Obligations According to Law number 8 of 1999 [6] concerning Consumer Protection

In Indonesia, consumer rights have been regulated in article 4 of the Consumer Protection Law (abbreviated as UUPK) as follows:

The rights of the consumer are:

- a. The right to convenience, safety, and security when consuming products and/or services;
- b. The freedom to select products and/or services and pay for them in accordance with the agreed-upon terms and guarantees;
- c. The right to accurate, unambiguous, and truthful information about the state and warranty of products and/or services;

- d. The ability to voice comments and grievances regarding the products or services accessed;
- e. The right to advocacy, protection, and endeavors to fairly resolve conflicts involving consumer protection;
- f. The entitlement to consumer education and coaching;
- g. The right to proper, honest, and nondiscriminatory treatment or service;
- h. The right to compensation, reimbursement, and/or replacement if the received products and/or services don't adhere to the contract or aren't up to par;
- i. Rights that are subject to restrictions outlined in other laws and regulations.

The rights mentioned above are basically to achieve consumers' comfort, security, and safety. It is the most important thing in consumer protection. Goods and/or services whose use does not provide comfort, are unsafe or endanger consumer safety are not suitable for circulation in society. Also, to guarantee that a good and/or service he wants is based on the disclosure of true, clear, and honest information. If there are adverse deviations, consumers have the right to be heard and to receive advocacy, guidance, fair treatment, compensation, and compensation.

In addition to the regulation of consumer rights in article 4, the regulation regarding the obligations of business actors, as regulated in article 7, is a requirement that must be contained in consumer protection efforts. Therefore, the obligations of business actors should be seen as consumer rights.

In addition to having rights, consumers also have obligations. As stated in article 5 of the UUPK, consumer obligations are:

1. Read or follow the information instructions and procedures for the use or utilization of goods and/or services for security and safety;
2. Assume good faith in making purchase transactions for goods and/or services;
3. Pay by the agreed exchange rate;
4. Follow efforts to resolve consumer protection disputes properly.

However, when buying and selling goods, business actors often commit fraud to avoid compensation obligations, such as including standard clauses, for example, "goods that have been purchased cannot be returned," taken for granted by business actors, and consumers have no choice. However, the inclusion of a standard clause order still cannot eliminate the right of consumers to show compensation because it violates Article 18 paragraph (1) letter b of Law No. 8 of 1999 concerning Consumer Protection.

Although it aims to protect consumers' interests, UUPK does not aim to kill business actors. With the UUPK, business actors are expected to be more motivated to increase their competitiveness by paying attention to the interests of consumers.

The purpose of consumer protection, according to Law Number 8 of 1999, aims to:

1. Increase consumer awareness, ability, and independence to protect themselves.
2. Elevate the nature and dignity of consumers by preventing them from negative access to the use of goods and services.
3. Increase the empowerment of consumers in choosing, determining, and demanding their rights as consumers.

4. Creating a consumer protection system that contains elements of legal certainty and information disclosure, as well as access to information.
  5. Fostering awareness of business actors regarding the importance of consumer protection so that an honest and responsible attitude in trying is growing.
  6. Improving the quality of goods and/or services that ensure the continuity of the business of producing goods and/or services, comfort, and safety of consumers.
3. Remedies Against default in The Sale and Purchase Agreement of Electronic Goods

A type of agreement on the sale and purchase of goods guarantees legal certainty for the parties. The agreement shall include the subject and object of the agreement, the rights and obligations of the parties, and the remedies available to the parties if there is a dispute in implementing the electronic goods sale and purchase agreement.

Default belongs to the type of civil case; therefore, the case settlement is according to civil procedural law. "Civil procedural law is a set of legal regulations that provide for the passage of material civil law and establish what has been established by the legislation."

In a lawsuit based on default, the remedy, at least the plaintiff, must prove the existence of default first; what must also be considered is whether an act is a breach of promise or an unlawful act. These two things are almost similar. The lawsuit can be vague if it is wrong to formulate the argument for a lawsuit for default as well as other efforts through a criminal. However, when discussing civil matters, there are also out-of-court remedies that we know, namely the family path in legal terms, also known as the term peace. It is the first step before a lawsuit in good faith, but usually, in the court itself, the judge schedules a mediation siding to reconcile the two parties.

In carrying out and providing legal protection, a place or container is needed in its implementation, often referred to as a means of legal protection. Means of legal protection are divided into two understandable types, as follows:

1. Means of Preventive Legal Protection

In this preventive legal protection, legal subjects can raise their objections or opinions before a government decision gets a definitive form. The goal is to prevent disputes from occurring.

Preventive legal protection is very meaningful for government actions based on freedom of action because, with preventive legal protections, the government is encouraged to be careful in making decisions based on discretion. There are no specific arrangements regarding preventive legal protections.

In this preventive legal protection, the law has the opportunity to raise its objections and opinions before the government gives the final decision. This legal protection is contained in laws and regulations that contain signs and restrictions on doing things.

2. Means of Repressive Legal Protection

The idea of recognizing and defending human rights serves as the foundation for the legal protection against government activities. Because, according to Western history, the establishment of social and political obligations and limitations led to

the conception of the idea of recognizing and defending human rights. Repressive legal protection aims to settle conflicts. This type of legal protection includes the management of legal protection by the General Courts and Administrative Courts in Indonesia.

State of law is the second guiding premise that underpins legal defenses against governmental actions. In addition to being acknowledged and protected, human rights also hold a prominent position. They can be connected to the goals of the legal system.

## 4 Conclusion

Based on the description above, the confusion that the author can provide in writing a thesis with the title “Legal Study of Defaults in Sale and Purchase Agreements according to Law No. 8 of 1999 concerning Consumer Protection” is as follows:

1. The legal consequence for the party who commits a default, namely neglecting to fulfill obligations by the agreement that has been agreed upon, is a civil lawsuit by the aggrieved party.
2. The provisions of Law No. 8 of 1999 with relation to consumer protection are as follows: (a) The right to choose and get goods and/or services in conformity with the exchange rate and the terms and guarantees offered; (a) The right to comfort, security, and safety in consuming goods and/or services; (b) the right to true, clear, and truthful information regarding the condition and guarantee The right to advocacy, protection, and appropriate misrepresentation of consumer protection disputes; the right to obtain consumer coaching and education; the right to true, clear, and truthful information regarding the condition and guarantee of goods and/or services; the right to be heard for their opinions and complaints regarding the goods and/or services used; (f) The right to be treated fairly, honestly, and without discrimination; (g) The right to compensation, compensation, and/or reimbursement if the goods and/or services received do not meet the terms of the agreement or are not as they should be; and (h) Rights outlined in other laws and regulations.

In addition to rights, consumers are also obliged to:

- a) Read or follow information instructions and procedures for the use or utilization of goods and/or services for security and safety and;
- b) Assume good faith in making purchase transactions for goods and/or services;
- c) Pay by the exchange rate disparate;
- d) Follow the appropriate legal resolution of consumer protection disputes.

### 4.1 Suggestion

For consumer rights and obligations to provide reasonable protection, it is necessary to make continuous efforts to socialize law number 8 of 1999 concerning consumer protection.

1. For the consumers to be more careful in making transactions, considering that consumers and business actors do not know each other, fraud from business actors who are not good ethics will be easier to appear.
2. For the business actors not to commit acts of default to obtain excess profits. Therefore, services with high quality and good ethics in doing business are needed to support the success of business actors.
3. For the government. So that, to make a provision specifically regarding consumer protection against defaults of business actors in electronic goods sale and purchase agreements.

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