

**LEGAL REVIEW OF CONSUMER PROTECTION IN E-COMMERCE *TOKOPEDIA*
WHO RECEIVE GOODS NOT ACCORDING TO ORDER****Alrafly Bima Putra Wiratama**Legal Studies Program, Faculty of Law, Universitas Muhammadiyah Surakarta
C100190325@student.ums.ac.id**ABSTRACT**

E-commerce presents many challenges as it eliminates the opportunity for direct interaction and inspection between buyers and sellers. Buyers cannot physically inspect the product and must rely solely on the photos provided by the seller. In addition, not all sellers can be trusted to be honest in their transactions, leading to discrepancies between the information received and the actual product received. Defective goods are also often found in online marketplaces. Therefore, it is important for the government to make maximum efforts in providing legal protection for customers to prevent any sense of fraud in online transactions. The research approach uses empirical jurisprudence which is studied through qualitative descriptive analysis. The research findings show that there is already a solid legal framework regarding consumer protection in the field of e-commerce, as stipulated in Law Number 8 of 1999 concerning Consumer Protection and Law Number 19 of 2016 concerning Amendments to Law Number 11 of 2008 concerning Electronic Information and Transactions. However, the responsibility of sellers on the *Tokopedia* e-commerce platform to compensate consumers for losses incurred during online transactions is not in line with existing laws. This is attributable to the fact that a considerable number of businesses are indifferent to consumer grievances and are reluctant to offer redress, despite unfavorable ratings from consumers and claims for compensation from third parties. The *Tokopedia* website does not facilitate the resolution of consumer complaints.

Keywords: E-Commerce, Consumer, Legal Protection

INTRODUCTION

The development of trade technology through internet media or what is often known by people Selling Buy Online can have a very good impact on business actors so that they can reach outside the region and even abroad. The rapid advancement of technology has given rise to new economic prospects, including the e-commerce industry. E-commerce refers to the electronic exchange of goods and services between sellers and buyers, facilitated by computers that act as

intermediaries. In essence, transactions conducted via the Internet are fundamentally similar to traditional transactions. The primary distinction lies in the manner of interaction between the parties involved, which is now predominantly mediated by digital platforms rather than occurring in person. The advent of e-commerce has made online buying and selling transactions a relatively straightforward process for both buyers and sellers. The efficiency gains in terms of time and cost that online transactions offer make them an attractive option for many(1,2).

Tokopedia.com is an Indonesian e-commerce company. *Tokopedia* physical therapy is an e-commerce company commonly referred to as an online retail platform. Founded in 2009, *Tokopedia* has emerged as a leading unicorn that has made a significant impact not only in Indonesia but also in Southeast Asia. *Tokopedia* is currently one of the most widely used online marketplaces in Indonesia. *Tokopedia* facilitates the growth of micro, small, and medium enterprises (MSMEs) and individuals by enabling them to promote and sell their products online in collaboration with the government and other organizations. *Tokopedia* has an annual event called MAKERFEST, a movement for Indonesian creators to realize and develop their creative business ideas as part of its collaborative activities, which started in March 2018 (3).

Nevertheless, the advent of online trading has given rise to a number of issues. In the context of online purchasing and sales, the lack of direct interaction and physical meetings between sellers and buyers impedes the buyer's capacity to physically examine the merchandise they intend to purchase. As a consequence of the shift towards online transactions, consumers are restricted to viewing product images provided by the vendor. Unfortunately, not all vendors can be trusted to accurately represent their merchandise, leading to a mismatch between the information buyers obtain and their expectations. In addition, it is not uncommon for sellers to offer defective goods for sale. Based on Article 8 paragraph (1) letter F of the Consumer Protection Law, business actors are prohibited from producing or selling goods and services that do not fulfill the promises stated on the labels, information, advertisements, or sales promotions of these goods and services. Therefore, it is important for the government to prioritize legislative protection for consumers to ensure that online buying and selling activities do not undermine consumer confidence in conducting online transactions (4).

In previous studies that discussed the policy of Legal Protection of Consumers in Buying

and Selling Goods Through E-Commerce in review of Law No. 8 of 1999 which explains that it can protect consumers when conducting trade transactions. Limitation of Consumer Rights, regulated in the Consumer Protection Act. There are also extra-legal problems that occur, including inadequate response, lack of guarantee institutions, online stores, transaction security, and lack of consumer understanding of e-commerce(5).

One of the most common problems consumers complain about when buying and selling online is the discrepancy between the goods received and the goods ordered. In such a scenario, the return process is time-consuming and results in financial loss for some consumers as they have to bear the shipping costs. In addition, when a refund is issued, many consumers express dissatisfaction due to the slow response time. Although regulations regarding internet transactions in Indonesia are adequate, their implementation is still suboptimal and often ignores consumer rights. Given the complaints expressed by consumers, consumer protection needs to be prioritized to ensure that consumers are entitled to receive safe and convenient products. Sellers are also obliged to provide excellent service to buyers who purchase their products. In using the internet media, it is necessary to provide appropriate, unambiguous, and comprehensive information. So that buyers do not feel manipulated by sellers and also avoid various forms of losses from both sellers and buyers(6).

Therefore, the author conducted a research entitled “Legal Review of Consumer Protection in E-Commerce *Tokopedia* Who Received Goods Not in accordance with Orders” to review the legal protection of consumers in transactions as well as the performance of e-commerce responsibilities and the receipt of goods that are in accordance or not in accordance with orders in *Tokopedia* based on the law Article 8 paragraph (1) letter F of the Consumer Protection Law in force in Indonesia.

METHOD

This research uses the Empirical Juridical approach method. In particular, the strategy includes analyzing the laws and the implementation of regulations that apply in society. The method is to conduct initial research using secondary data, followed by conducting primary data

research in the field. The empirical juridical method includes testing the practical implementation of laws and principles of law that apply in society to understand the functioning of the law(7).

This research methodology uses a descriptive approach that aims to collect comprehensive and thorough data on a particular scenario. This research aims to present the results of unaltered data, providing a comprehensive picture of consumer legal protection based on legislation. To collect and gather data in this study, the authors used the data collection methods of interview and observation. This research uses qualitative technical analysis. The qualitative data analysis approach involves comprehensive processing of data obtained from observations, interviews, and literature in order to gain a deeper understanding of the subject matter. The main benefit of this approach lies in the depth of the analytical results.

RESULTS AND DISCUSSION

A. Legal Protection in *Tokopedia* E-Commerce Transactions Against Consumers

From the questionnaire data that I took from 34 people who use E-commerce *Tokopedia*:

1. Of the respondents who filled out the questionnaire, there were 20 men (58.8%) and 14 women (41,2%)

Jenis Kelamin
34 jawaban

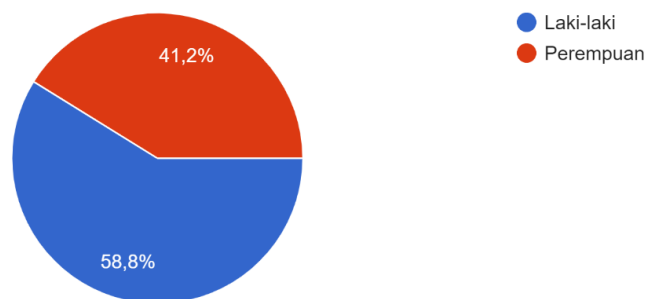


Figure 1. Gender diagram

2. A total of 34 people with an average age of <18-25 years as many as 11 people (32.4%), age 26-35 years as many as 6 people (17.6%), age 36-45 years as many as 6 people (17.6%), and

age > 45 years as many as 11 people (32.3%).

Usia
 34 jawaban

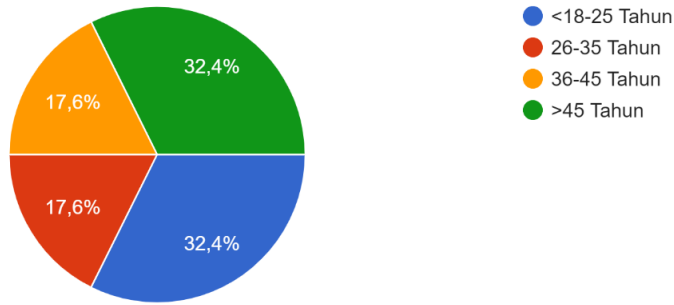


Figure 2. Age Diagram

3. From Figure 3, the occupations of the respondents included 9 people (26.5%) students, 9 people (26.5%) private, 8 people (23.5%) self-employed, 6 people (17.6%) entrepreneurs, not yet working, 1 person (2.9%), and 1 person (2.9%) Member of the Regional House of Representatives.

Pekerjaan
 34 jawaban

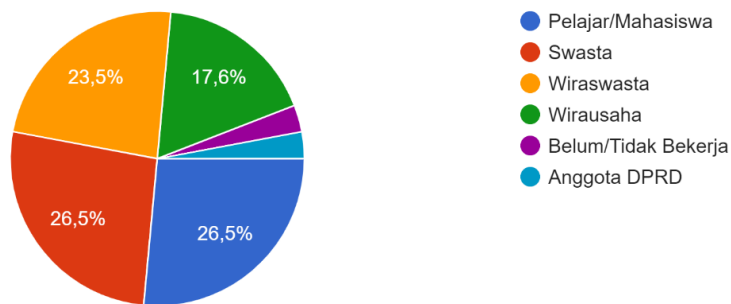


Figure 3. Employment Diagram

4. The following is a figure 4 data diagram of respondents who have and have not experienced losses in *Tokopedia* E-commerce

Apakah anda pernah mengalami penipuan/kerugian di Tokopedia?

34 jawaban

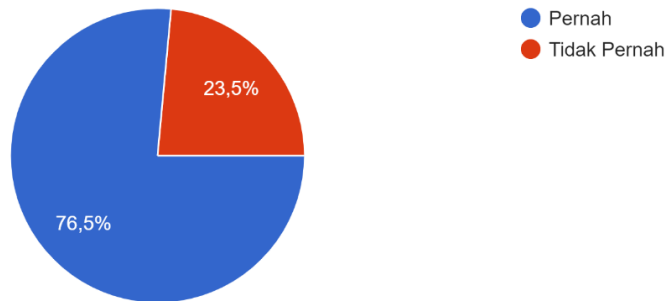


Figure 4. Diagram of who has experienced losses on *Tokopedia*

From Figure 4 above, 26 respondents (76.5%) who experienced loss/fraud in E-commerce *Tokopedia* and 8 people (23.5%) never experienced loss/fraud in E-commerce *Tokopedia*. So it can be concluded that the level of consumer protection is still not maximized.

Apa bentuk kerugian yang pernah anda alami?

34 jawaban

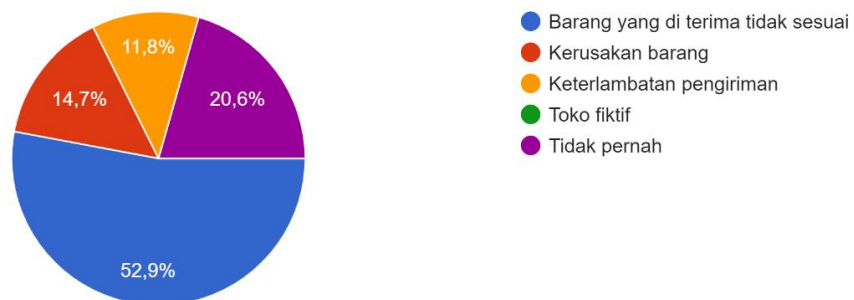


Figure 5. Diagram of the forms of losses that have been experienced

From Figure 5 above, it is explained that the presentation of the type of loss/fraud experienced by the *Tokopedia* E-commerce user community is the most, namely the goods received are not suitable as many as 18 people (52.9%), then damage to goods is 5 people

(14.7%), late delivery is 4 people (11.8%) and those who have never experienced loss/fraud while using *Tokopedia* E-commerce are 7 people (20.6%).

As for the form of settlement or responsibility from the E-commerce *Tokopedia* which provides responsibility for consumers, 13 people (46.4%) get replacement goods when the goods received are not suitable and the goods received are damaged *Tokopedia* provides a complaint feature for damaged goods or goods not in accordance with the description, 8 people (28, 6%) get a refund when the goods received are not suitable or damaged so that consumers are given time to return the goods they have received to the seller first, if the goods have been returned to the seller, consumers will get their funds back, and as many as 7 people (25%) have no problems and have never experienced losses when shopping online through E-commerce *Tokopedia*. It can be concluded that *Tokopedia* as a service provider has fulfilled its responsibilities to 75% of consumers who have suffered losses in accordance with Article 19 of Law Number 8 of 1999 concerning Consumer Protection entitled to compensation either a refund or similar goods.

Bagaimana bentuk tanggung jawab dari Tokopedia?
 28 jawaban

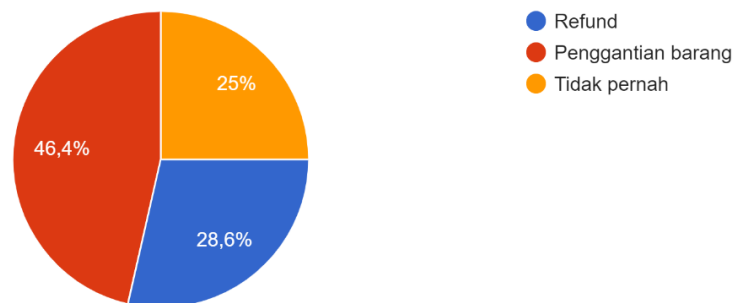


Figure 6. Diagram of *Tokopedia*'s responsibility form

Discussion of the problems of loss and fraud that are often experienced by *Tokopedia* E-commerce users, as well as unsatisfactory responses from the seller and customer service. Although *Tokopedia* has provided a complaint feature for consumer protection, the process is considered complicated and time consuming, making some consumers reluctant to use it. As a

result, consumers tend to leave reviews on stores rather than filing formal complaints. Legal protection is essential to ensure consumer protection during e-commerce transactions, thereby increasing consumer confidence in online purchases. Consumers are provided with legal protection under Law Number 8 Year 1999 on Consumer Protection to safeguard potential losses. The Consumer Protection Law regulates the rights and responsibilities of consumers that must be upheld by business entities. Not only must these rights and obligations be enforced, but it is also necessary to educate business actors so that there are no acts of fraud against consumers as stipulated in Article 4 and Article 5 of the Consumer Rights Law.

Law No. 8/1999 provides a comprehensive perspective on consumer rights and obligations. Article 4 specifically states that consumers are entitled to privileges in the form of convenience, protection, and guarantees in purchasing goods. Consumers essentially have the right to effective protection and conflict resolution. *Tokopedia* has created an effective dispute resolution procedure that considers the rights and responsibilities of businesses and customers, to prevent the use of wrongful dispute resolution methods (8).

Consumers are entitled to compensation, replacement, and reimbursement if the goods or services they receive do not match the claims submitted. In accordance with the provisions of paragraph 4.8 of the Consumer Protection Law Number 8 Year 1999, consumers whose rights are violated by a merchant are not obliged to accept replacement products or services, even if they are offered by the merchant himself. The product fails to comply with the terms of the contract mutually agreed upon by both parties. Consumer celebrations are given rights that are not the same as sellers because they are obliged to pay according to the agreed tariffs (9).

In addition to the need for business actors to comply with consumer rights and obligations to protect consumers from fraud, further legal protection for consumers in e-commerce transactions is outlined in Article 5 of the Electronic Information and Transactions Law. This article stipulates that electronic information, electronic documents, and their printouts have legal force as evidence. Moreover, Article 28 of the Electronic Information and Transaction Law stipulates that any individual who knowingly and unlawfully disseminates false and misleading information that causes consumer detriment in electronic transactions will be held legally accountable. This article underscores that when a customer engages in an electronic

transaction, it constitutes a legally binding agreement in the form of an electronic document. In addition, these electronic documents can be used as valid legal evidence in the event of a violation of law. Business actors are strictly prohibited from providing inaccurate information about the goods and services they offer, including in electronic transactions. This is to prevent potential financial losses for consumers(10).

In addition to consumer rights and obligations, e-commerce transactions are regulated and subject to the regulations outlined in Article 1457 to Article 1540 of the Civil Code. In accordance with the consumer's point of view, based on several things that consumers consider in buying a product, including the following(11) :

1. Obtain clear information about the product to be purchased;
2. Confidence that the product purchased is not harmful to both health and safety;
3. The product purchased is suitable according to his wishes, both in terms of quality, size, price, and so on;
4. Consumers know how to use;
5. Guarantee that the products they buy can be useful and function properly;
6. Guarantee that if the goods purchased are not suitable or cannot be used, consumers get a replacement in the form of both products and money.
7. In the case of fraudulent activities in e-commerce, consumers often experience financial losses due to differences between the goods purchased and the description and information offered by the merchant. This is a violation of consumer rights as stipulated in the Consumer Protection Law. The violation of these rights is described as follows(12):
 - A. The right to choose and obtain goods and/or services based on their exchange value and the terms and guarantees set. Based on Article 4 paragraph (2), consumers are not entitled to receive goods that are in accordance with the information provided by the business entity under certain circumstances. This article focuses on a specific aspect of safeguarding consumer rights, namely protecting consumers from receiving goods and/or services that do not meet the agreed conditions or violate laws and regulations.
 - B. The right to accurate, transparent, and correct information regarding the condition

and guarantee of products and/or services. As stated in Article 4 paragraph (3), consumers have the right to obtain accurate and appropriate information regarding the condition of the goods purchased. If the goods received by consumers are not in accordance with the information provided, then business actors violate consumer rights as mandated by the law.

- C. The right to receive reparation, remuneration, or substitution for products or services received that are not in accordance with the agreement or do not meet the expected standards as referred to in Article 4 paragraph (8). Business entities are obliged to provide restitution or compensation for goods and/or services obtained if they do not comply with the agreement, so that consumers obtain their rights as stipulated in laws and regulations.

The existence of legislation that provides legal protection for consumers offers a degree of legal certainty to consumers whose rights and obligations are violated by sellers or business actors, resulting in losses for the consumer. Prior to making an online transaction on the *Tokopedia* e-commerce platform, it is advisable for consumers to conduct thorough research on the vendor in question. This entails perusing reviews and product descriptions, as well as consulting information related to the intended purchase.

B. Legal Responsibility of Sellers or Business Actors Who Harm Consumers Based on Constitutional Rules

When business actors in E-commerce *Tokopedia* are not responsible for consumers, according to the data that I have obtained, when consumers experience losses in conducting online transactions in E-commerce *Tokopedia*, consumers who provide reviews or reviews of stores as many as 9 people (26.5%) so that stores or business actors get low ratings in E-commerce *Tokopedia*, and there are also those who complain to the seller or directly to E-commerce *Tokopedia* as many as 7 people (20.6%) which can have an impact on sanctions or points given by *Tokopedia* to business actors, as many as 4 people (11.8%) chose to submit a replacement item through the features provided by E-commerce *Tokopedia* which can also have an impact on store ratings because consumers will provide a rating when consumers have

completed the order, there were 7 people (20%) chose to apply for a refund through the features provided by *Tokopedia*, and there were 7 people (20.6%) who had no problems when making online transactions at E-commerce *Tokopedia*. It can be concluded that 79.4% of consumers have a high awareness to respond to irresponsible sellers or business actors.

Apa yang anda lakukan sebagai konsumen ketika penjual/pelaku usaha di Tokopedia tidak bertanggung jawab?
 34 jawaban

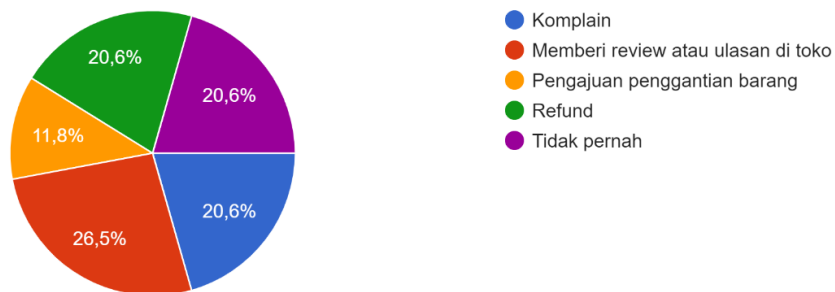


Figure 7. Diagram of seller’s or business actor’s responsibility

In accordance with Article 4 of the Consumer Protection Law which explains that consumers have rights according to the promises made by business actors in providing information about goods and services. The government and related parties must prioritize resolving the obligations of business actors to harmed consumers. This is important to ensure the pleasure and comfort of consumers, which in turn benefits businesses financially. It is customary for corporate actors to have responsibilities towards consumers. Business actors are obliged to provide compensation as mandated by Article 7 of the Consumer Protection Law, namely(13):

The obligations of business actors are:

- 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 non-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. g. provide compensation, compensation and/or replacement 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.

CONCLUSION

Legal protection for consumers conducting e-commerce transactions has been regulated in Law No. 8/1999 on Consumer Protection and Law No. 19/2016 on Amendments to Law No. 11/2008 on Electronic Information and Transactions. However, in terms of product and information quality, there are still many activities carried out by commercial entities that harm customers. *Tokopedia* has provided responsibility for the losses experienced by its consumers.

The responsibility assumed by sellers on *Tokopedia* remains incongruous with the stipulations set forth in Article 7 of the Consumer Protection Law, particularly with regard to the obligations of business actors. This is because consumers are first obliged to lodge their complaints with *Tokopedia* customer service via the complaint feature provided by *Tokopedia*. Consequently, *Tokopedia* bears a greater responsibility for resolving these issues.

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