

Aspects of Legal Protection for Online Business Consumers

Ony Thoyib Hadi Wijaya¹, Kirana Salsabilla Citra Wijaya²

Sekolah Tinggi Ilmu Ekonomi Pemuda, Indonesia¹

Universitas Islam Negeri Sunan Ampel Surabaya, Indonesia²

Corresponding Author: Ony Thoyib Hadi Wijaya (onywijaya2121@gmail.com)

Article Info

Received:

June 07, 2023

Revised:

July 10, 2023

Online available:

August 08, 2023

Keywords:

Legal Protection,
Consumer,
Business, Online.

Abstract

This research tries to define the assurance of protection for consumers who shop online and frequently become victims of fraud. This study falls under the category of qualitative library research. The outcomes and conclusions show that, in an effort to ensure legal clarity, the government is actively protecting consumer rights by enacting Law No. 8 of 1999 addressing consumer protection, Chapter 1 article (1). Consumer rights may be appropriately upheld with the help of this legal framework. Additionally, in order for both parties to cooperate and profit from what is expected, the government has also established legislation pertaining to the rights and duties of buyers and sellers.

Cite this as: Wijaya, O. T. H., & Wijaya, K. S. C. (2023). Aspects of Legal Protection for Online Business Consumers. TGO Journal of Education, Science and Technology, 1(2), 190–195.

INTRODUCTION

In economics, a business is a company that sells products or services to consumers or other companies in order to make a profit. The main objectives of company operations are often to make enough money to survive and to implement the actions of the businessperson or businessman themselves (Fuad, 2006).

A highly tight degree of competition exists in the business world as a result of the business world's development, particularly in Indonesia, experiencing a very quick escalation. This is demonstrated by the rise of a growing number of manufacturing and service sectors. Information technology advancements have followed changes in the business sector, enabling customers to satisfy their everyday demands for things like food, clothes, and other necessities.

If in ancient times business was known in a simple way, whether it was just through bartering between friends and someone you knew. whereas nowadays business development dominates the economic system both in Indonesia and between countries. Today's business only capitalizes on mutual trust and agreement with contracts that are established between sellers and buyers through social media or online.

This mutual trust, in turn, sometimes creates various problems if one party, be it the seller or the buyer, is not trustworthy. Therefore, this study aims to describe aspects of legal protection for consumers and online businesses.

METHODS

This study takes a qualitative approach and uses library research as its methodology. Reading, documenting, and processing research materials are all parts of the process of

doing library research, according to Zed (2014). Additionally, according to Nasruddin Baidan (2016), this kind of study is more theoretical, conceptual, or focused on concepts. Techniques of documentation are used in this investigation. Following data collection, it is evaluated using descriptive analysis, which doesn't test hypotheses but seeks to comprehend the study object appropriately (Arikunto, 2013). The descriptive approach was selected since the data was gathered using words rather than statistics. Data analysis was done by coherently summarizing the data and organizing it so that a comprehensive conclusion could be drawn.

RESULTS AND DISCUSSION

Business development; from Conventional to Online-Based and Problems That Occur

In a broader sense, actions including the production, acquisition, exchange, and sale of products and services by people or businesses constitute commerce. The main goals of company operations are often to make money in order to survive and to amass enough money to carry out the actions of the business actors themselves (Fuad, 2006). Simply said, a company is any activity that is planned by one or more persons with the goal of making money by selling goods that the public needs (Tantri, 2014).

Businesses primarily exist as a result of interdependence between people, global possibilities, initiatives to preserve and raise living standards, and other factors (Muhammad, 2004). Profit is one of the numerous objectives of a business and is sometimes presented as the only justification for beginning one.

Someone who does a business can generate a profit if he takes the risk by entering a new market and is ready to face competition with other businesses. Business organizations that evaluate consumer needs and demands and then move effectively into a market can generate substantial profits. Therefore, planning, organizing, controlling, directing, and efficient management will produce satisfactory results.

Apart from these things, good marketing is also one of the values of success in business. In the past, the marketing concept emerged around 1960 by shifting the focus of marketing from products to customers with the general goal of getting as much profit as possible from customers (consumers). Of course, the impact is that everything about consumers needs to be given more attention.

Rapid business development and intense competition among competitors have resulted in an increase in the operational performance of each company. The advancement of current information technology capabilities is expected to be able to compete well, so that it does not only depend on the quality of service offerings, but also on the quality of services, thus further encouraging customers to buy the products or services offered. High-quality service means that in essence it can provide harmony to the needs of buyers, be it high-end buyers or even middle-to-lower class buyers who definitely need high-quality services.

In subsequent developments, businesses no longer use conventional methods but use more online media. Even though the early development of this online business did not always have a positive impact. Especially with various incidents such as fraud that harm the buyer so that some people are quite skeptical to make buying and selling transactions online. However, in 2005, the online business began to show its prestige. In this era, new marketplaces and online shops keep popping up to sell various kinds of goods. They always do advertisements and promotions as well as reviews from previous sellers on various social media in order to attract buyers' interest and generate a buyer's trust in what they are going to buy.

In actuality, there are still commercial actors who have not offered services that are subpar. Despite the fact that there are laws protecting consumers, many of them are really against their rights. Consumer rights issues with regard to online media purchases include

the following: 1) Customers cannot immediately identify, touch, or see the goods they are ordering; 2) there is unclear information regarding the products being sold or offered; 3) there is uncertainty regarding the subject status of business actors under the law; 4) there is no assurance of transactions and privacy related to an explanation of risks related to the system used, particularly with regard to the use of electronic payments; and 5) because online transactions are made, different risks are imposed on buyers and sellers. Seeing this and its relation to universal consumer rights and consumer protection laws. Thus, consumer rights are neglected.

Aspects of legal protection for online business consumers

A consumer is essentially somebody who uses products. The definition of a consumer is any user of products or services accessible in society, whether for the benefit of oneself, family, other people, or other creatures and not for commerce, according to Law of the Republic of Indonesia No. 8 of 1999 addressing consumer protection.

Abdul Rosyid Saliman (2016) also made the same point, although in his view, customers are the final users of a product. According to Nasution (2017), a consumer is anyone who purchases goods or services for a specific purpose; an intermediate consumer is someone who purchases goods or services with the intention of reselling them (for profit); and a final consumer is someone who purchases goods or services for personal, family, or household use only and is not resold.

The Indonesian government has developed legal protection for consumers, with reference to Law No. 8 of 1999 addressing consumer protection Chapter 1 article (1), in an effort to ensure legal clarity and increase the comfort of customers who are end-users of services. Consumer rights may be appropriately upheld with the help of this legal foundation (Sinaga & Sulisrudatin, 2018).

The scope of this consumer protection is quite broad and includes defense against any damages resulting from the usage of products or services. However, this does not imply that corporate players' interests are unimportant. Both consumers and corporate actors must be treated fairly, with their duties and rights being met equally (Susanto, 2011). In all domains, including transactions or agreements between producers and consumers, this protection law is applicable (Handriani, 2020).

Consumers and online company owners should be aware of their rights and duties during purchasing and selling transactions in order for consumer protection to function effectively:

- a. The buyer's obligation in this case is to pay the purchase price at the time and place specified in the agreement. This is a right that the seller must accept as in general. a. The seller's right in the implementation of buying and selling through this intermediary service is to receive payment of the price agreed upon by the buyer of the goods he is selling. According to Articles 1266–1267 of the Civil Code, the seller may demand that the sale and purchase be canceled if the buyer fails to pay the purchase price. If the buyer does not have good faith to make payments, the sale and purchase may be canceled.
- b. The seller's responsibilities include: 1) delivering the purchased items to the customer; and 2) bearing or guaranteeing (vrijwaring) the purchased goods.
- c. Buyer's rights, including:
 - 1) The right to get commodities. According to Article 1481 of the Civil Code, which states that "the goods in question must be delivered in the same condition as at the time of sale," the buyer has the right to receive the items in compliance with the sales transaction. Everything becomes the buyer's property as soon as it is delivered.."
 - 2) The option to postpone payment. This happens as a result of the buyer's disturbance with the goods he bought, as defined in Article 1516 of the Civil

Code, which reads, "If the buyer is in possession of the goods and is disturbed by a lawsuit based on a mortgage or a claim to obtain the item or if the buyer has a good reason to interfere with his mastery." The seller ceases the disturbance at that point, and the buyer has the option to postpone payment of the purchase price, unless the seller decides to offer a guarantee or if it has been agreed that the buyer is required to pay without getting guarantees for all disturbances..

- d. The buyer is required to pay the purchase price at the predetermined time and location. Payment must be paid, however, at the location and time the products are delivered if the time and place of payment are not stated in the agreement.

The rights and responsibilities of sellers and buyers apply to both traditional transactions and transactions made through online media.

The government has established legislation for consumer protection and oversight in purchasing and selling transactions in Law Number 11 of 2008 regulating information and electronic transactions, namely in Article 40 Paragraph (2). According to the requirements of laws and regulations, "The government protects the public interest from all kinds of disturbances as a result of the misuse of electronic information that disturbs public order."

According to paragraph 1 of Article 30 of the UUPK, "the government, the general public, and non-governmental consumer protection organizations carry out supervision of the implementation of consumer protection and the application of statutory provisions."

Most of the implementation of this provision is carried out by non-governmental organizations, for example the Indonesian Consumers Foundation (Ekawati & Johan, 2021).

Various understandings about consumer rights and obligations based on laws and regulations to inform consumers about their rights as consumers and encourage business actors to conduct business in a healthy manner because the threat of violation of consumer rights does not only come from business actors but can also take the form of crime. from third parties via the internet (Amirulloh, 2017).

In addition, both sellers and buyers must pay attention to the terms and conditions in buying and selling or doing business. Among the pillars of buying and selling are: buyer, seller, price, goods, contract (shoghot) (Az-Zuhaili, 2011). This, of course, is different from the current buying and selling system, where buyers and sellers do not need to meet each other and there is also no contract for the purchase of goods by the buyer to the seller. Sometimes things are still not clear.

In Islam, a reservation contract can be made in writing, as long as the parties are far apart or the contract actor has a speech impediment (mute). For the perfection of the contract, it is hinted that the other person addressed by the writing wants to read the writing (Abdul Fatah Idris, 1990).

There is a relationship between the seller and the buyer. So that the salam contract is invalid with the unwillingness of one of the parties (Shihab, 2003). The principles applied in this system must be honesty, trust, and sincerity. Here it is not only the buyer who must trust the seller, but vice versa, the seller must instill trust in the buyer, and must be based on honesty between the seller and the buyer (Daoui, 2002).

In this case, no party should be harmed by business activities, either one party or both parties. Profit is the goal in doing business, producers get money while consumers get the desired goods. Stephen MR Covey (2010) argues that if a person's level of trust in a company or institution is high, the level of success will also be high. And vice versa, if the trust in the company is low, the success rate of the company will decrease and operational costs will increase. Then trust must be built and starting from oneself, building trust in business relationships, in business organizations, and trust in the market and trust in society

CONCLUSION

Along with the development of an increasingly modern era. The internet marks a new era in the business world. Nowadays, technology is an integral part of everyday life. The development of contemporary business transactions no longer relies on face-to-face processes, but has been based on trust agreements between consumers and producers. This trust, of course, is supported by laws that strictly regulate and guarantee legal protection for consumers and business people, if there is an element of fraud in the business transactions that are being carried out. In addition, both sellers and buyers should know the rights and obligations of each so that the main business objective is to make a profit.

REFERENCES

- Abdul Fatah Idris, A. A. (1990). *Fiqh Islam lengkap*. Rineka Cipta.
- Amirulloh, M. (2017). *Cyberlaw perlindungan merek dalam cyberspace cybersquatting terhadap merek*. Refika Aditama.
- Arikunto, S. (2013). *Manajemen Penelitian*. PT Rineka Cipta.
- Az-Zuhaili, W. (2011). *Fiqh Islam wa Adillatuhu*. Gema Insani.
- Covey, S. M. R. (2010). *The Speed of Trust; Satu Hal Yang Mampu mengubah segalanya*, terj. Alvin Saputra, dari judul aslinya *The Speed of Trust*. Karisma Publishing.
- Daoi, A. R. I. (2002). *Penjelasan lengkap hukum-hukum Allah (syariah)*. Raja Grafindo Persada.
- Ekawati, H. N., & Johan. (2021). *Perlindungan Hukum Terhadap Konsumen Dalam Pelaksanaan Kontrak Elektronik Ditinjau Dari Peraturan Perundang-Undangan*. *JURIDICA : Jurnal Fakultas Hukum Universitas Gunung Rinjani*, 3(1), 53–77 <https://doi.org/10.46601/juridica.v3i1.194>
- Fuad, M. (2006). *Pengantar bisnis*. Gramedia Pustaka Utama.
- Handriani, A. (2020). *Perlindungan Konsumen Dalam Perjanjian Transaksi Jual Beli Online*. *Pamulang Law Review*, 3(2), 127–138.
- Muhammad. (2004). *Etika bisnis Islami*. UPP AMP YKPN.
- Nashruddin Baidan, E. A. (2016). *Metodologi khusus penelitian tafsir*. Pustaka Pelajar.
- Nasution, A. (2017). *Sekilas hukum perlindungan konsumen*. *Jurnal Hukum & Pembangunan*, 16(6), 568–581.
- Saliman, A. R. (2016). *Hukum Bisnis Untuk Perusahaan Teori Dan Contoh Kasus*. Prenada Media Group.
- Shihab, M. Q. (2003). *Tafsir Al-Mishbah*. Lentera Hati.
- Sinaga, N. A., & Sulisrudatin, N. (2018). *Pelaksanaan Perlindungan Konsumen di Indonesia*. *Jurnal Ilmiah Hukum Dirgantara*, 5(2).
- Susanto, B. (2011). *Pemikiran hukum perlindungan konsumen dan sertifikasi halal*. UIN-Maliki Press.
- Tantri, F. (2014). *Pengantar Bisnis*. Rajawali Pers.
- Zed, M. (2014). *Metode Penelitian Kepustakaan*. Yayasan Pustaka Obor Indonesia