

CONSUMER PROTECTION IN ELECTRONIC TRANSACTIONS

Nurul Fibrianti

ABSTRACT

Online transactions common place in the era of technological sophistication. Marketing online has many advantages that can reduce the cost of sale and also enable consumers to shop. Besides these advantages, there are drawbacks of buying and selling online the absence of a meeting between businessmen and consumers and the limited access of consumers to examine and see firsthand the goods to be purchased. With this background, the researchers intend to identify and analyze how the government as one element of consumer protection to provide protection for consumers in electronic transactions. The results showed that the consumer protection less than the maximum because there are no special arrangements registration mechanism for businesses online shop and the lack of public access to information related to the existence of businesses online shop so that potential violations of consumer rights.

Keyword: Consumer protection , electronic transactions.

INTRODUCTION

Online business or businesses that transactions are conducted electronically via the virtual world (online shop) is becoming a promising business for media marketing using the internet which can reduce the cost of sale so that businesses can gain greater profits. But on the other hand, the consumer as a buyer, user, user of goods sold online is the party whose position is weak are often the victims of fraudulent businesses.

Transactions such as the sale of goods via the Internet (online shop) are vulnerable to violations of consumer rights for the existence of businesses still doubtful with her no meeting between consumers and businesses at the time of transaction. From the start of the incompatibility of the goods received by the book, fraudulent guise of electronic transactions which asked consumers to transfer funds first before the goods are shipped without the use of service facilities Joint Account (Rekening Bersama), up to the difficulties of consumers suing for businesses who conduct business with the transaction mechanism electronics because of the lack of regulation governing e-commerce transactions related to consumer protection.

Article 1 (3) of the Law on Consumer Protection explained that the definition of businesses is every individual or business entity that is a legal entity and not a legal entity established and domiciled or conducting activities within the jurisdiction of the Republic of Indonesia, either alone or jointly by agreement for business activities in various economic fields. Online shop business actors are businesses that market their products through electronic commerce (e-commerce) can be located anywhere, including outside of the Republic of Indonesia. Being in the Consumer Protection Act there are restrictions that business is established the business and domiciled in the territory of the Republic of Indonesia. Law on Information and Electronic Transactions (ITE) only regulates the transaction but a form of consumer protection regulation is not untouched by the law. This is evidence of the lack of regulation of electronic transactions, especially online shop.

The volatility of the violation of the rights of consumers in electronic transactions originated because of the lack of information for consumers related background or profile of businesses and the absence of special licensing for businesses online shop which sells its products via the internet such as Instagram, BlackBerry Massager, Facebook, and other social networks.

Licensing of the official authorized to issue a business license serves to determine the company profile includes the existence / presence of his efforts, a permanent address, is associated with personality (identity of the owner of the business), and things that can convince consumers today will make a decision to buy or not. Therefore formulated a problem that How government protect consumers in electronic transactions?

RESEARCH METHOD

This study is a legal policy research with a qualitative approach with grounded research model (Soekanto, Soerjono, 1986: 6). Subjects in this study are government institutions and stakeholders. Data collection techniques used were observation, interviews, and documentation. Examination of the validity of the data using triangulation techniques sources, while data analysis use inductive analysis techniques.

The research data that has been collected, then processed and analyzed using qualitative analysis techniques that steps are as follows:

1. Reduction of Data

Data reduction is defined as the process of selecting focusing on simplification, abstraction and transformation of the raw data contained in records obtained in the field.

2. Presentation of Data

Form of a set of information that has been arranged which gives the possibility of drawing conclusions and taking action.

3. Withdrawal conclusion and verification

The conclusion is the final step in the data analysis. Drawing conclusions based on the data reduction (Miles and Huberman, 1992: 16).

RESULTS AND DISCUSSION

Electronic transaction, it is essentially an engagement or a legal relationship that is done electronically by combining a network of computer-based electronic systems to the communications system, which is further facilitated by the existence of a global computer network or the Internet.

Special transactions of consumers on the Internet (World Wide Web) involving operators of retail trade (operated by an individual, family or group, or a legal entity) who received orders from customers and hits directly from the inventory of one's own or, if the operator of retail trade has no any fund, indirectly through manufacturers or wholesalers who do the packaging and shipping of goods to consumers on its (Assafa Endeshaw, 2007: 400).

Electronic transactions using a standard agreement as a basis of a purchase agreement potentially prejudicial to the rights of consumers, because consumers can not cancel the agreement if it turns out the manufacturer or seller in tort or break a promise. In some cases, manufacturers or sellers often violated the agreement they made themselves. Examples of the matter is the goods and services supplied does not match with what has been agreed. Even, goods or services that have been paid are also not get into the hands of consumers. Guided by the principles of the agreement, the consumer should be able to cancel the agreement. Often and it is possible in many cases, consumers are not able to hold producers or sellers.

The necessity of disclosure of information arranged in a Freedom of Information Act and the Consumer Protection Law (Article 3 letter d) of the objectives of consumer protection, one of which contains the creation of the consumer protection system contains elements of legal certainty and transparency of information and access to information.

Article 1, paragraph 1 of Law No. 8 of 1999 on Consumer Protection which states that "Consumer protection is all the effort that guarantees the legal certainty to provide protection to the consumer", in transactions that typically use paper-based economy, but in the transaction E-commerce transformed into electronic digital economy need special handling in the eyes of the law itself. A review of E-Commerce transactions are viewed from the eyes of law engagement especially provided for in the Law of Civil Law (Civil Code) Article 1320-based presumably on the strength of the law being owned by the consumer in the transaction. In the Law on Information and Electronic Transactions, article 5, paragraph 1 and 2, which states that "Electronic Information and / or Electronic Document and / or prints with a valid legal evidence. And rather than the rights of consumers to obtain legal protection and it can be a good start for the legal certainty for consumers.

In commercial activities, the transaction has an important role. In general, the meaning of the transaction is often reduced to a purchase agreement between the parties agree to it, but in a juridical perspective, the transaction terminology basically is the existence of an engagement or legal relationship that occurs between the parties. Juridical meaning transactions are basically more emphasis on the material aspects of the law formally. Therefore, the existence of legal provisions concerning the engagement remain binding even if there is a change in media or changes in procedures for transactions. Of course there are exceptions in the context of legal relationships concerning the immoveable, because in the context of actions already specified by the law, which must be done in a "transparent" and "cash".

In the civil sphere in particular aspects of the engagement, the transaction would refer in particular aspects of civil engagement, meaning transactions electronically law itself will cover the purchase, license, insurance, auction and bonding the other new engagement in accordance with the development of trade mechanisms in society. In the public sphere, then the legal relationship will include the relationship between citizens and government as well as the relationship among members of society that are not intended for commercial purposes.

Electronic transactions using a standard agreement as a basis of a purchase agreement potentially prejudicial to the rights of consumers, because consumers can not cancel the agreement if it turns out the manufacturer or seller in default or break a promise. But in reality businesses that market their products online in the Semarang city, does not have a special business license, because License only for the trading business are bright and real. Industry and Trade Department of Semarang grant permission for businesses that have a building as a place of business, but there are no special licenses for businesses that market their products through electronic transactions. Online marketing practice shows the free market can not be supervised by Industry and Trade Departement of Semarang.

For this Industry and Trade Department does not provide information for consumers related to the legality of entrepreneurs Online shop, so consumers do not have real-time information related to businesses opponent transaction at the time will decide to buy or not.

Industry and Trade Departement of Semarang can not perform monitoring of online business shop because there are no rules regarding online business permit as well as access to public information about the existence and legality of business operators is limited, the website can not be accessed by the general public so that society as consumers do not have guidelines for

determining choice at the time was about to decide to buy or not to buy goods at certain businesses for listing businesses licensed online shop is one guideline to assess the legality of business.

Legal protection appearing from the rights and obligations the parties in the transaction, the obligation for businesses (in this case is an online seller), provided for in Article 7 of Law Consumer Protection. On the other hand, the consumer should know how their rights as consumers set out in Article 4 of the Consumer Protection Act.

CONCLUSION

Based on analysis of data collected, it can be concluded that the protection of the government for consumer electronic transactions is less because of limited access to information by the public as consumers of data related to registered businesses. Legal protection appearing from the rights and obligations of the parties in the transaction, the obligation for businesses (in this case is an online seller), provided for in Article 7 of Law Consumer Protection. On the other hand, the consumer should know how their rights as consumers set out in Article 4 of the Consumer Protection Act.

ADVICE

- a. Government of Semarang city needs to do identification, verification and qualification in the practice of online trading, the quantity of both businesses and consumers in the city, as a safeguard for consumers in online transactions.
- b. Government of Semarang city needs to issue a policy on special permits for businesses (manufacturers / suppliers) in online trading.

COURTESY

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Legislation

- Consumer Protection Law
Law on Information and Electronic transactions
Public Information Act Law

Nurul Fibrianti, SH., M.Hum
Faculty of Law, State University of Semarang
Sekaran Campus, Building K, Gunungpati, Semarang
Central Java, Indonesia 50229
Email: nurulfibrianti@gmail.com