

LEGAL EFFORTS TO SETTLE CONSUMER DISPUTES IN TRANSACTIONS BASED ON THE CONSUMER PROTECTION LAW

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Keywords	The success of a transaction often depends on the balance of information and fairness between consumers and business actors. Therefore, this research will examine the role of the Consumer Protection Law in guaranteeing consumer rights and providing a legal framework for effective dispute resolution. The research methodology used is normative legal research which involves collecting data through literature study, analysis of related legal documents, and field research to obtain a comprehensive picture of consumer dispute resolution practices. The research results highlight the need for improvements in e-commerce transaction dispute resolution regulations, especially in the cross-border context. The Consumer Protection Law in Indonesia provides a significant legal basis, but there are obstacles in resolving cross-border disputes. Online Dispute Resolution (ODR) as a potential solution is also not fully optimal. This legal vacuum creates legal uncertainty that can harm the parties, so more specific legal reform is needed. Increasing the role of ODR with the application of more sophisticated technology is the key to resolving e-commerce transaction disputes effectively, while ensuring that the rights of consumers and business actors are well protected.
Legal Remedies, Consumer Dispute Resolution, Transactions, E-commerce, Consumer Protection Law.	

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1. INTRODUCTION

The rapid development of information technology has changed the trading landscape, bringing with it new styles of trading systems. In Indonesia, in recent years, trading via internet media has become increasingly widespread. In fact, buying and selling transactions using social media such as Facebook or mobile phone communication tools has become a popular marketing strategy (Rahmayani, 2018). This phenomenon of trading via the internet has also given rise to virtual business systems, such as virtual stores and virtual companies, where business people carry out their business and trading activities via internet media without any longer relying on real conventional company business models (Nugroho, 2020).

Advances in science and technology are not only the driving force for producer productivity and efficiency in producing goods or services, but have also changed the business paradigm as a whole. In order to pursue productivity and efficiency, both directly and indirectly, consumers are the ones who bear the impact (Arvante, 2022). Therefore, legal protection for consumers is very important to overcome potential risks and problems that may arise due to increasingly complex trade dynamics. The existence of legal protection for consumers is a crucial aspect in maintaining balance and justice in the modern trade ecosystem which continues to develop (Riawan & Mahartayasa, 2015).

The development of e-commerce transactions cannot be separated from the rate of internet growth, where e-commerce has become possible through the internet network (Pariadi, 2018). The phenomenon of the rapid growth of internet users has not only become a reality, but has also made the internet one of the most effective media for business actors in introducing and selling goods or services to potential consumers from all over the world. E-commerce, as a modern business model, provides non-face dimensions (does not involve the physical presence of the business person) and non-sign (does not require an original signature) (Sunusi, 2013)

The presence of e-commerce not only creates a transformation in the way business is conducted but also opens up great opportunities for the creation of healthy competition among small, medium

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and large businesses. This business model provides wider access for business actors to reach global markets, reduces geographical barriers, and increases distribution efficiency (Wariati & Susanti, 2014). In addition, e-commerce makes a significant contribution to economic growth, creates new jobs, and increases a country's competitiveness in the era of globalization. Thus, the role of the internet and e-commerce is not only as a transaction tool, but also as a driver of fundamental transformation in the global business ecosystem (Mahardika & Rudy, 2018).

In the era of e-commerce transactions, there has been a significant transformation towards practicality with the use of paperless technology and transactions without physical presence (face to face). E-commerce, with all its convenience and comfort, has brought a revolution in shopping and business patterns, making it a new economic driver in the realm of technology. Business people can manage transactions more efficiently without space and time limitations, while consumers get easy access and a wider choice of goods or services (Khotimah & Chairunnisa, 2016).

However, behind these advantages, serious challenges arise regarding security in transactions via e-commerce media. The development of this technology raises the risk of fraud which can harm consumers and give rise to various legal problems. Cases of fraud, identity theft and personal data security breaches are threats that need to be handled seriously (Barkatullah, 2007). Therefore, developing an effective security system and adequate legal protection for consumers and business people is crucial to maintaining trust in the ever-growing e-commerce transaction ecosystem. With a holistic approach, there needs to be cooperation between government, business actors and consumers to create a safe and reliable e-commerce environment (Martinelli, 2021).

The fundamental problems in the Law on Consumer Protection Number 8 of 1999 (UUPK) can be identified from the provisions related to consumer dispute resolution. Article 45 Paragraph (1) UUPK provides two options for resolving consumer disputes, namely through institutions tasked with handling disputes between consumers and business actors or through general courts (. Extrajudicial settlement, as mandated by Article 52 UUPK, can be done through the Settlement Body Consumer Disputes (BPSK) using mediation, arbitration and conciliation mechanisms (Hasyiyati et al, 2020).

However, it should be noted that even though the lawsuit has been submitted to BPSK, Article 56 Paragraph (2) UUPK stipulates that the resulting decision is final and binding, so it cannot be appealed or cassated (Tilaar, 2013). However, Article 54 Paragraph (3) UUPK provides an alternative for parties who are dissatisfied with the BPSK decision by giving them the authority to submit legal remedies (objections) to the District Court. Thus, even though there are limitations in the appeal and cassation process, parties involved in consumer disputes still have the right to submit additional legal remedies as a final step to seek justice through more conventional judicial channels. This underlines the need to improve consumer dispute resolution mechanisms to make them more effective and efficient, as well as providing legal certainty for all parties involved (Syarief & Rusdiana, 2017)

The aim of this research is to analyze and evaluate the effectiveness of the consumer dispute resolution mechanism regulated in the Consumer Protection Law Number 8 of 1999. The focus of the research includes the choice of dispute resolution through out-of-court or through general court, with an emphasis on the role of the Consumer Dispute Resolution Agency (BPSK) and mediation, arbitration and conciliation processes. The benefits of this research include providing an in-depth understanding of the obstacles and potential improvements in the consumer dispute resolution system, as well as providing a basis for improving legal policies and practices that can improve consumer protection and fairness in e-transactions. commerce in Indonesia.

2. METHOD

The research method used in this study is a normative legal research method. This method involves analysis or study of the conformity between normative rules or statutory regulations and the reality of life or phenomena that exist in society (Soekanto, 2007). In the context of this research, researchers will conduct an in-depth analysis of the Consumer Protection Law Number 8 of 1999 and other related regulations. The aim of this method is to understand the extent to which the regulatory framework can respond to and adapt to the dynamics of e-commerce transactions and the problems

that arise in resolving consumer disputes. Through a normative legal approach, it is hoped that this research can contribute to an in-depth understanding of the legal balance in consumer protection in the era of digital transactions.

3. RESULTS AND DISCUSSION

The rapid development of e-commerce has had a significant impact on the relationship between business actors and consumers, presenting a number of problems that need serious attention. First, limitations in physically interacting with goods are the main obstacle for consumers. The inability to see or touch the product directly can reduce feelings of trust and hinder the purchasing decision making process. Clarity of product information is the second problem that consumers often face in e-commerce transactions. Uncertainty regarding product quality and features can lead to dissatisfaction after the transaction occurs.

The unclear legal subject status of business actors is a problem that is reflected in the aspect of legal responsibility. Consumers often have difficulty determining who is responsible if a problem occurs with the goods or services they receive. In addition, transaction security and consumer privacy are top priorities, especially in electronic payments. Lack of adequate guarantees and explanations regarding possible risks can hinder the growth of consumer trust in e-commerce platforms.

Unbalanced risk assignment is a serious problem, where consumers generally pay in advance, but do not necessarily receive the goods properly or the goods are not even delivered at all. Legal protection for consumers must be considered in more depth so that risk assignment can occur fairly. Lastly, the cross-border nature of e-commerce transactions raises questions regarding legal jurisdiction. Lack of clarity in this case can provide an opening for irresponsible business actors to avoid their legal responsibilities.

As a solution, changes and improvements are needed in e-commerce regulations to provide more effective protection for consumers. Improving information transparency, transaction security and the involvement of dispute resolution institutions could be key steps. Strengthening international cooperation is also very important to address cross-border issues and create a fair and trustworthy e-commerce environment for consumers. With these steps, it is hoped that e-commerce can continue to develop sustainably without compromising consumer rights.

Considering the absence of an adequate policy framework to protect consumers in various internet transactions in Indonesia, it is necessary to carry out an in-depth legal study of consumer rights and the responsibilities of business actors in online transactions, along with settlement mechanisms that can be accessed by consumers. E-commerce transaction practices often cause problems that harm consumers and create various legal issues. As with sales and purchase contracts in general, online sales and purchase contracts also involve offers and acceptance, but complexities arise regarding the place where the transaction occurs, the jurisdiction of the competent court, and the legal options that must be considered.

In e-commerce transactions involving parties from different countries, dispute resolution problems become increasingly complex. Questions about the choice of court or arbitration body that can hear the dispute, as well as issues of jurisdiction, choice of law, and place of transaction, are the main obstacles. The difficulty of determining the place where the transaction occurred results in unclear jurisdiction of the competent court and the choice of law that must be applied.

In a virtual world that has no geographical boundaries, jurisdiction is a major issue that must be addressed. From the perspective of private international law, the expansion of national jurisdiction is important to overcome legal problems that arise in cyberspace. Cross-border cooperation within the international legal framework needs to be improved, and international agreements become an effective legal instrument to handle the complexity of e-commerce transactions involving different countries. Thus, through this legal study, it is hoped that more solid solutions and policy frameworks can be found to protect consumer rights in the era of continuously developing digital transactions.

Law Number 8 of 1999 concerning Consumer Protection emphasizes consumers' rights to obtain advocacy, protection and efforts to resolve consumer protection disputes fairly. One of the

provisions that details this is in Article 45 paragraph (2), which states that consumer dispute resolution can be done through court or outside court, depending on the voluntary choice of the parties to the dispute. Thus, the Law provides room for flexibility in choosing dispute resolution channels, giving consumers and business actors the opportunity to determine the method of resolution that best suits their needs and fairness.

Out-of-court dispute resolution options can involve various mechanisms, such as mediation, arbitration and conciliation. This reflects the legislator's efforts to encourage amicable dispute resolution between disputing parties without having to go through a more formal court process. By providing these two dispute resolution options, the Law provides legal certainty and justice for consumers, while at the same time stimulating business actors to actively participate in the dispute resolution process. This is an important step in creating a balanced transaction environment and protecting consumer rights in accordance with the spirit of the Consumer Protection Law.

Out-of-court settlements, as regulated in Law Number 8 of 1999 concerning Consumer Protection, offer a peaceful approach for parties involved in disputes, especially between consumers and business actors. Article 45 paragraph (2) of the Law provides leeway for consumers and business actors to reach a peaceful resolution without going through court proceedings or the Consumer Dispute Resolution Agency (BPSK). This amicable settlement must be carried out as long as it does not conflict with the provisions of the Consumer Protection Law.

It is important to note that the Law emphasizes the importance of peaceful resolution at any stage of disputes that may arise. This shows the legislator's attitude in encouraging peace between consumers and business actors as long as it is a solution that is acceptable to both parties. Apart from that, the explanation in the article emphasizes that at every stage, efforts for a peaceful resolution must be attempted by both parties.

The Consumer Dispute Resolution Agency (BPSK) is the institution that has the authority to handle dispute resolution outside of court. BPSK provides three alternative dispute resolutions, namely conciliation, mediation and arbitration. Conciliation and mediation provide complete control to consumers and business actors in determining the form and amount of compensation, with the conciliator or mediator acting as a facilitator without making a decision. Meanwhile, in arbitration, disputes are resolved by arbitrators who have expertise in the field that is the object of the dispute. The arbitration decision is final and binding, eliminating the possibility of appeal or cassation.

With the out-of-court dispute resolution mechanism provided by the Consumer Protection Law, it is hoped that it will be able to reduce the burden on the courts and provide effective and efficient solutions for the parties involved in consumer disputes. This approach reflects the spirit of cooperation and resolving problems fairly without the need to involve formal judicial processes.

Dispute resolution through court is an option that can be taken if peace efforts are unsuccessful or the disputing parties refuse to explore alternative dispute resolution routes. In the case of e-commerce transactions, if a lawsuit is filed in court, the form is usually in the form of a lawsuit for breach of contract. This lawsuit is based on the online sales and purchase agreement which is the basis of the e-commerce transaction. The trial process in court consists of several stages, including mediation, reading of the lawsuit, exceptions, replicas, duplicates, interlocutory decisions, evidence, conclusions and final decisions.

At the proof stage, to confirm the elements of the agreement that occurred in the e-commerce transaction agreement, an Electronic Signature is often used by the consumer during the transaction. This Electronic Signature appears when consumers express their agreement to the rules and conditions that apply when making a transaction, usually by clicking the "I Agree" column provided by e-commerce service providers on their websites. Through this step, the agreement elements in the agreement can be legally recognized and fulfilled. Legal recognition of Electronic Signatures is an important step in presenting strong evidence in court regarding agreements between consumers and service providers.

The importance of proving this agreement involves showing that the consumer knowingly and voluntarily agreed to the terms and conditions stated in the e-commerce transaction agreement.

Therefore, at trial, the party filing the lawsuit must be able to maintain the authenticity of the Electronic Signature and show that the transaction process has been carried out legally in accordance with applicable regulations. Thus, the use of Electronic Signatures is not only a form of legitimacy but also a strong means of evidence in responding to consumer disputes through the courts.

Alternative dispute resolution outside of court, as regulated in Law Number 8 of 1999 concerning Consumer Protection, currently still faces obstacles in handling cross-border e-commerce transaction disputes. Apart from that, Online Dispute Resolution (ODR), which should be a legal means for resolving disputes in e-commerce transactions, is also not yet fully effective. The existence of a legal vacuum in this case creates legal uncertainty which has the potential to harm the parties involved in cross-border e-commerce transactions.

Online Dispute Resolution (ODR), as a solution for resolving disputes electronically, is not yet optimal in the context of cross-border e-commerce transactions. This legal uncertainty creates gaps where the rights of parties, including sellers or business actors as well as consumer rights, can become unprotected. This has the potential to be detrimental to the parties involved, and the main goal of legal protection theory, which includes protection of dignity and dignity, as well as recognition of human rights, becomes difficult to achieve.

In this context, there is a need for legal reform that accommodates, in particular, dispute resolution in cross-border e-commerce transactions. The government and related institutions need to collaborate to develop more specific and comprehensive regulations regarding ODR in the context of cross-border transactions. In this way, legal uncertainty can be avoided which can be detrimental to all parties involved, and the goal of legal protection can be more effectively achieved in the era of increasingly developing digital transactions.

4. CONCLUSION

Law Number 8 of 1999 concerning Consumer Protection provides an important legal basis for protecting consumer rights in e-commerce transactions in Indonesia. However, there are legal obstacles and gaps that need to be addressed, especially in resolving cross-border disputes. Alternative dispute resolution outside of court regulated by law still faces obstacles in handling cross-border e-commerce transaction disputes, while Online Dispute Resolution (ODR) is also not fully optimal. This legal vacuum can give rise to legal uncertainty, potentially harming parties involved in cross-border e-commerce transactions. Legal protection for the rights of consumers and business actors in the context of cross-border transactions needs to be strengthened through more specific legal reforms and collaboration between the government and related institutions. The importance of increasing the role of Online Dispute Resolution (ODR) as an effective legal solution for resolving disputes in e-commerce transactions is becoming apparent. A more sophisticated and targeted application of ODR can help overcome obstacles in resolving cross-border disputes, so that the rights of the parties can be protected more effectively. To achieve the goal of maximum legal protection in e-commerce transactions, improving regulations and implementing better dispute resolution technology are important steps forward.

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