

 <p>ISSN NO. 2320-5407</p>	<p>Journal Homepage: -www.journalijar.com</p> <h2>INTERNATIONAL JOURNAL OF ADVANCED RESEARCH (IJAR)</h2> <p>Article DOI:10.21474/IJAR01/7479 DOI URL: http://dx.doi.org/10.21474/IJAR01/7479</p>	 <p>INTERNATIONAL JOURNAL OF ADVANCED RESEARCH (IJAR) ISSN 2320-5407 Journal Homepage: http://www.journalijar.com Journal DOI:10.21474/IJAR01</p>
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RESEARCH ARTICLE

CONSUMER LEGAL PROTECTION ACCORDING TO “PASAL 4 HURUF C AND H UNDANG-UNDANG NO. 8 TAHUN 1999” BUYING AND SELLING FORUM IN INDONESIA.

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Manuscript Info

Manuscript History

Received: 24 May 2018
Final Accepted: 26 June 2018
Published: July 2018

Abstract

Utilization of technology through the internet media has provided many benefits and positive consequences for the life of the community, especially Electronic Commerce. The right of the consumer to obtain correct information concerning the goods being traded and the right to obtain compensation for damages as stated in Pasal 4 huruf C and H UU No. 8 Tahun 1999 on Consumer Protection is precisely the most frequently violated right. Based on this, using normative juridical method, this writing aims to know the legal protection of consumer electronic commerce in conducting transactions buy and sell in forums selling and buying as set out in Pasal 4 Huruf C and H Undang-Undang Nomor 8 Tahun 1999 on Consumer Protection.

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Introduction:-

The advancement of internet technology has changed the behavior of people and human civilization globally. In addition, the development of the internet has caused the world to be without limit (*borderless*) and cause significant social change to take place so quickly. (Ali Akbar; 2006). Laws governing online trading and purchases cause problems experienced by consumers such as in the purchase of goods that do not match what is ordered, or there is a defect in the goods. (Ade Maman Suherman; 2002).

Consumer Protection in Pasal 4 huruf C shows that the right of consumers is the right to information that is true, clear and honest about the condition and guarantee of goods and or services. In electronic commerce, sellers and consumers are not face-to-face directly so that consumers can not see the goods they will buy. Traded goods are often incompatible with information provided by business actors or have hidden defects.

in Pasal 4 huruf H mention the right of consumers is the right to get compensation or compensation if the goods and or services received are not in accordance with the agreement or not as it should. In electronic commerce this problem often arises because the distance conditions between sellers and buyers are distant or even exist in different jurisdictions, in other terms different countries, so that buyers struggle to fight for their right to get compensation and compensation. Problems that often arise in the world e-commerce this is, among other mismatches between goods agreed with the goods received by the buyer, the fraud by the seller by arguing that the fault lies in the service delivery service providers, or even other fraud that is very detrimental to the buyer as a consumer, even after the consumer fulfills its obligations "disappear" and can not be contacted again and any item never reached the hands of consumers.

The survey results of 12 global consumer organizations, held in late 1998 and early 1999, show that negative factors arising from new commercial forms (*e-commerce*) among others 1) One of the ten items ordered has never been accepted by the buyer 2) The buyer waits for a very long time to refund and 3) Almost 44% of the products that have been ordered are received by the buyer without the payment receipt, almost 73% traders failed to meet the contract deal (*crucial contract term*), more than 25% of sellers do not include a clear charge on the type of goods that have been ordered. (W.A. Purnomo; 2000).

buying and selling forums (FJB) is a community of the largest cyber-trade in Indonesia. Domain owners provide a place like the marketplace in cyberspace to bring sellers together with buyers. In FJB, a seller who is already registered as a member can offer his or her merchandise by making *Thread*. The most frequent cases in FJB are mostly fraud committed by the seller. (Iman Sjahputra; 2002).

These indications make it clear that laws that ensure the security of electronic transactions should be realized immediately. As revealed by the Expert Staff Menteri Komunikasi dan Informatika, Ahmad Ramli, that his side had received a letter from the Embassy Republic of Indonesia in English. In the letter stated that the community English often fooled when shopping from *website* in Indonesia. Ironically they have sent money but have not received the goods ordered. It is impossible to overcome this problem without presence undang-undang which governs electronic commerce transactions. (Cristina Coteanu; 2005). Regulation is very important as a legal umbrella to ensnare criminals in the field of information technology.

Literature Reviews and Hypothesis:-

Marketplace Theory and Consumer Protection Settings:-

The theoretical reviews used in this study is the theories and approaches that already exist about the variables will be discussed, those are: consumer legal protection according to Pasal 4 Huruf C and H Undang-Undang No. 8 Tahun 1999 Buying and Selling Forum In Indonesia. In macro, the grand theory of this research variables are *grand theory* the variables of this study are legal protection for consumers. (Ahmad M. Ramli; 2009).

Consumer Protection in Electronic Commerce:-

The most important factor that encourages birth Undang-Undang No. 8 tahun 1999 on Consumer Protection is the high degree of violation of consumer rights in the past decade, because the protection of consumers in Indonesia just popularized about 20 years ago, with the establishment of a non-governmental organization which name is Yayasan Lembaga Konsumen Indonesia (YLKI). After YLKI, then came some similar organizations, among others Lembaga Pembinaan dan Perlindungan Konsumen (LP2K) which stood since February 1988 and on 1990 join as a member *Consumers International* (CI). (Ahmad M. Ramli; 2009).

Basic Electronic Commerce Law:-

Electronic transaction agreement is a form of sale and purchase agreement that has the same legal force as the conventional agreement. However, it has characteristics and accentuations that are different from the conventional agreements in conventional sale and purchase transactions. (Ahmad M. Ramli; 2009). This illustrates that in *e-commerce* agreement between buyer and seller is done electronically. That condition causes the principles in conventional law treaties, such as the requirement of validity of a treaty to have undergone a fundamental change.

Consumer and Consumer Liability Rights:-

Understanding consumer in Undang-undang N0. 8 tahun 1999 on Consumer Protection is contained in Article 1 numbers (2) which determines that the consumer is any user of the goods and or services available in the community, whether for self-interest, family, other people, or other living beings and not for trading. (Ahmad M. Ramli; 2009). The order created by the law only becomes a reality if the legal subjects are entitled and burdened with obligations. Every legal relationship created by law always has two facets whose content is unity. There is no right without obligation, otherwise there is no obligation without rights.

Business and Business Liability Rights of Business Actor:-

The definition of business actor is contained in article 1 number 3 UUPK Business actors are any individual or business entity, whether in the form of a legal entity or non-legal entity established and domiciled or conducting activities within the territory of the state of the Republic of Indonesia both alone and jointly through agreements to conduct business activities in various economic fields. (Prodjodikoro; 1991). The rights of the producer (business actor) are appropriate pasal 6 Undang-Undang Nomor 8 tahun 1999 on Consumer Protection.

Analysis Techniques:-**Research Methods:-**

The approach method used in this research is to use the normative juridical approach. This concept sees law as the written norms created and enacted by authorized institutions or authorities and concepts that view the law as a normative, autonomous, closed and independent system of life and ignoring norms other than legal norms.

Research Specification

Research specifications used are descriptive, a study that only describes the object or problem to be examined, in this case the legal protection of consumer electronic commerce (*e-commerce*) who use Buy and sell forums in Indonesia as a place to meet face-to-face.

Conclusion and Recommendation:-**Conclusion**

Based on the analysis of data obtained, it can be concluded as follows; That legal protection against consumer electronic commerce (*e-commerce*) in conducting buying and selling transactions in the Forum Jual Beli Indonesia as stipulated in Pasal 4 Huruf C dan H Undang-Undang Nomor 8 Tahun 1999 about Consumer Protection does not exist, because:

1. The Seller and the Buyer have known and are aware of the exact risks they may encounter *e-commerce*, and consumers do not know the real condition of the goods sold, then the fulfillment Pasal 4 huruf C Undang-Undang No. 8 Tahun 1999 on Consumer Protection regarding the rights of consumers to obtain that information true or honest about the condition and guarantee of goods not being fulfilled. Like many stalls in the FJB does not include specifications about the goods to be sold, does not include pictures of the actual condition of the goods or even the image of other goods and does not include pictures of goods sold. The matter regarding the obligation to provide the correct information is actually set in Pasal 9 UU No 11 Tahun 2008 about information and electronic transactions (ITE).
2. Fulfillment of Consumer Right to get compensation or indemnification if the goods received are not in accordance with the contract, as affirmed in Pasal 4 huruf H UU No. 8 Tahun 1999 on Consumer Protection is also not fully met. For Sellers who maintain their reputation, they always fulfill the right of consumers to get compensation by sending the goods back to the seller and then Seller sends back with new items or refund in accordance with the agreement of the parties, but for some rogue sellers in FJB, after successfully selling their goods disappear and difficult to trace, so that consumers who experience losses are not compensated for compensation. The obligation of business actor in this case the seller as stated in pasal 1496 KUH Perdata, Seller shall be responsible for refunding the purchase price and reimbursement of costs or losses concerning the purchase and delivery of such goods.

Recommendation:-

Based on the conclusion above, the authors can provide suggestions for Indonesia should not be away from responsibility. Because however still benefit from this transaction even though this advantage is an indirect advantage.

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2. Coteanu, Cristina, 2005, Cyber Consumer Law and Unfair Trading Practices, Asgate : London
3. Prodjodikoro, R. Wirjono, 1991 Azas-Azas Perjanjian, Penerbit Sumur Bandung : Bandung
4. Purnomo, W.A., 2000, Konsumen dan Transaksi E-commerce. Yayasan Lembaga Konsumen Indonesia: Jakarta
5. Ramli, Ahmad M., 2004, Cyber Law dan HAKI dalam Sistem Hukum Indonesia, PT. Refika Aditama : Bandung

Legal Resources:-

1. Kitab Undang-Undang Hukum Perdata (KUH Perdata)
2. Undang-Undang Nomor 8 Tahun 1999 Tentang Perlindungan Konsumen
3. Undang-Undang Nomor 11 Tahun 2008 Tentang Informasi dan Transaksi Elektronik
4. Peraturan Menteri Komunikasi dan Informatika Nomor : 29/PER/M.KOMINFO/11/2006
5. Tentang Pedoman Penyelenggaraan *Certification Authority* (CA) di Indonesia