

## Renewing Consumer Protection Laws in the *Era of Society 5.0*: Case Study of *e-Commerce* Transactions Related to Law Number 8 of 1999 Concerning Consumer Protection

Herlina Basri<sup>1</sup>, Faisal Santiago<sup>2</sup>, Oksidelfa Yanto<sup>3</sup>

[linadoni70@gmail.com](mailto:linadoni70@gmail.com), [faisalsantiago@borobudur.ac.id](mailto:faisalsantiago@borobudur.ac.id), [dosen00240@unpam.ac.id](mailto:dosen00240@unpam.ac.id)

<sup>1,3</sup>Lecturer of Law Pamulang University

<sup>2</sup>Lecturer of Law Program Doctor of Borobudur University

### ABSTRACT

*Technological developments are changing the order of human values and life, one of which is in business trade. The need for laws that can guarantee the rights of parties in business in the current era of society, especially consumer protection, is increasing rapidly as problems become increasingly complex. However, the regulations governing consumer protection are regulations that were born long before digitalization. The aim of writing this article is to analyze and examine how consumer protection laws are being reformed in the current era of society 5.0 and to analyze whether consumer protection laws have accommodated the problems that occur in the digital business era. The research method used is normative juridical, empirical using the method of interviewing related parties, data collection was carried out through literature study, and data analysis was carried out qualitatively through deductive logical thinking. UUPK as a regulation that specifically regulates consumer protection was issued in 1999 before digitalization, so it does not regulate consumer issues in digital transactions. Even though consumers can use the ITE Law as a legal basis, the ITE Law does not yet technically regulate consumer protection, so it needs to be updated. against UUPK. Despite the limitations of Law Number 8 of 1999 in terms of resolving consumer disputes.*

*Keywords: Legal Reform, Consumer Protection, Era Society 5.0*

### ABSTRAK

Perkembangan teknologi mengubah tatanan nilai dan kehidupan manusia, salah satunya yaitu dalam perdagangan bisnis. Kebutuhan terhadap hukum yang dapat menjamin hak para pihak dalam bisnis di *era society* saat ini khususnya perlindungan terhadap konsumen dalam transaksi *e-commerce* meningkat pesat seiring permasalahan yang semakin kompleks. Namun, regulasi yang mengatur terkait perlindungan konsumen merupakan regulasi yang lahir jauh sebelum digitalisasi. Penulisan artikel ini bertujuan untuk menganalisa dan mengkaji bagaimana pembaharuan hukum perlindungan konsumen pada *era society 5.0* saat ini dan untuk menganalisa undang-undang perlindungan konsumen apakah sudah mengakomodir permasalahan yang terjadi di *era society 5.0*. Metode penelitian yang digunakan adalah yuridis normatif, empiris dengan metode wawancara pihak terkait, pengumpulan data dilakukan melalui studi kepustakaan, dan analisis data dilakukan secara kualitatif melalui penelaahan logika berpikir secara deduktif. UUPK sebagai regulasi yang khusus mengatur terkait Perlindungan Konsumen terbit sejak tahun 1999 sebelum adanya digitalisasi sehingga tidak mengatur terkait permasalahan konsumen dalam transaksi digital, meskipun konsumen dapat menggunakan UU ITE sebagai dasar hukum, UU ITE belum mengatur secara teknis terkait perlindungan konsumen, sehingga perlu adanya pembaharuan terhadap UUPK. Meskipun dengan keterbatasan undang-undang nomor 8 Tahun 1999 dalam hal penyelesaian sengketa konsumen.

Kata Kunci: Pembaharuan Hukum, Perlindungan Konsumen, *Era Society 5.0*

## A. INTRODUCTION

Technological developments have had a huge impact on the order of life. The positive impact resulting from the rapid development of technology is the ease of obtaining information online. Technology has changed the way humans communicate and interact. It even gives a new color to economic development in Indonesia and even in the world. Technological developments are a major factor in globalization. Technological developments change analog to digital. Some aspects that used to be local and narrow in scope have now shifted to a wider and even global reach. Viewed from a social aspect, the digital era allows humans to interact and even do business with people in other parts of the country very easily. e-Commerce allows people to buy and sell without face to face contact. Buying and selling can be done even when Business Actors and Consumers are geographically quite far apart. The increasing growth of technology Consumer Protection Laws are no longer relevant today where society is made easier by AI (Artificial Intelligence).

Investing in a business, the potential for failure is something to be wary of. Therefore, there is a need to ensure that the business you invest in is managed well and correctly. When you decide to engage in cooperation in trading with capital for a business, you will own a part of a business and at the same time be the party bearing the various risks that arise in that business.<sup>1</sup> The transition from the offline shopping process to online has grown rapidly, making it impossible for sellers and buyers to meet face to face in transactions.

After the retail market shifted to digital media or what is usually called a market place, the startup era grew rapidly, including offering transportation and delivery services to booking tickets and hotels online.

Marketing competition is getting tighter so that platforms are emerging that are increasing without heeding existing regulations, causing a lot of harm to consumers who transact via e-commerce. The more rapidly the platforms grow, the more mushrooming marketplaces provide the means to carry out transactions, so that the existing legal rules are no longer relevant for use by these marketplaces.

Apart from having a positive impact, change also brings negative impacts along with changes in values and the order of life. As information becomes easier to access, the possibility of misuse of that information also becomes easier. Digital business allows consumers to buy goods from outside their region or even from outside Indonesia without first seeing or checking the condition of the goods. This increases the risk of fraud by business actors which could harm consumers. Regulations related to legal protection for consumers and business actors can be found in the Consumer Protection

---

<sup>1</sup> Faisal Santiago, "Investment Law in the Amplification of the Indonesian Economy", October 2022, p. 202 .

Law, namely Law Number 8 of 1999. The Consumer Protection Law stipulates that what is meant by Business Actors are business actors domiciled in Indonesia. So, regarding disputes that occur between consumers and business actors domiciled outside Indonesia, consumer protection laws cannot accommodate the problems that arise.

Apart from the many problems that occur in the retail market, startup businesses also have their own problems. The rise of fictitious orders by irresponsible consumers among delivery service providers can be very detrimental to service providers. With this right, the consumer protection law regulates things that are prohibited for business actors but does not yet regulate the parts that are prohibited for consumers. However, as time goes by, losses can be experienced by both consumers and business actors, so there is a need for special regulations that can protect the rights of consumers and business actors, both in conventional transactions and digital transactions from all over the country.

Because of the ease of using AI (Artificial Intelligence) technology, companies are also moving to e-commerce for various reasons. By using the internet to sell and market its products, the goal is for the company to reach many customers throughout the world. By using this new technology, many companies can advance sales of their products using internet capital, one of them.

In carrying out legal reforms, it must be developed continuously so that it is always in harmony with social values that are always changing. Law is not only a collection of abstract norms or legal order, but law is a process for striking a balance between conflicting interests.<sup>2</sup>

The next thing that needs to be paid attention to is the inclusion of standard clauses. Equality of position between consumers and business actors has indeed been recognized juridically, but in practice, consumers have no other choice but to comply with the rules provided by business actors.<sup>3</sup> Examples that we often see and can actually find in the practice of online buying and selling, the inclusion of standard clauses by sellers is a common occurrence, this gives rise to unequal bargaining power between sellers and buyers.<sup>4</sup> Some applications require consumers to allow access to the data contained on the consumer's cellphone before using some applications. What data business partners will access tends to be unclear. In some online loan applications, for example, creditors can access the debtor's contact list. This data is then used as a debt collection tool when the debtor in question is unable to pay his debt. Debt collection is not carried out directly from the person concerned, but from other parties on the debtor's contact list.

---

<sup>2</sup> Abdullah Sulaiman, "Introduction to legal science.", Jakarta, UIN, 2019, p. 50

<sup>3</sup> Syamsudin, M, "Consumer Legal Protection for the Application of Standard Clauses. Judicial Journal, Vol.11, (No.1), p.102, (2018).

<sup>4</sup> Nugraha, Rifan Adi., Mukhtar, Jamaluddin., & Ardianto, Hardika Fajar, "Legal protection for consumers in online transactions." Jurnal Serambi Hukum, Vol.08, No.02, p.93, 2015.

As regulated by consumer protection law, the inclusion of standard clauses by business actors is prohibited and can be canceled by law as explained in article 1320 of the Civil Code. Some of the problems mentioned above are a small part of the many problems that occur in carrying out transactions in the digital era and will continue to become increasingly complex along with technological developments. To guarantee the rights of everyone involved in e-commerce transactions, especially consumers, it is necessary to test the effectiveness of existing regulations in resolving any problems that arise, and if they are deemed to be no longer effective, it is necessary to update the law regarding the protection of consumers who carry out transactions. through e-commerce between different countries.

As a legal state, all forms of action, including behavior in business in the digital era, must comply with statutory regulations. Indonesia already has regulations that can be used to protect the rights of consumers and business actors, but these regulations were born long before digitalization existed so they can no longer keep up with human life which is very dynamic following the times. The absence of updates to consumer protection laws creates complications in law enforcement for consumers and business actors who experience losses.

The effective operation of the law in society can be reflected when the law is implemented and obeyed well by the community. The law must be able to direct people's behavior so that the objectives of establishing the law can be realized.<sup>5</sup> Law is considered to have a big role in changing society, namely when the law can respond quickly to legal changes that occur, considering that problems in society tend to change quickly following changes in people's lifestyles. However, when the law tends to be slow in responding to change, the law reduces its function in society, so that society changes by itself, not because the law is working.<sup>6</sup> In thinking about the relationship between law and society, two main functions of law can actually be identified, namely as a social institution and as an institution of justice. These two functions are also the main foundations of responsive law for the development of law with a social dimension.<sup>7</sup> Legal development in Indonesia is expected to create investment certainty related to legal enforcement and protection for investors who will invest in Indonesia. Trade is one part of the economic sector that is expected to receive legal protection.<sup>8</sup>

Based on the background above, the current digital era has finally made the author interested

---

<sup>5</sup> Nugrahaningsih, "Implementation of Law Number 8 of 1999 concerning Consumer Protection for Online Business". *Law Veranda Journal*, Vol.11, No.01, 2017, pp.30-32.

<sup>6</sup> Sadjipto Rahardjo, "Sociology of Law Selected Essays". Yogyakarta: Genta Publishing. 2010, pg 14

<sup>7</sup> Faisal Santiago, "Monograph on Epistemic Narrative Legal Reform for the Realization of a Responsive National Legal Order", Jakarta, Prenada, 2023, p. 9

<sup>8</sup> Herlina Basri. "Legal Protection for Consumers in Carrying Out E-Commerce Transactions in View from the Consumer Protection Law Law Number 8 of 1999 (Case Study of Kerudungbyramana Bandung)". *Pamulang Law Review*, 2 (2), 131-140. (2020).

in writing with the title "Renewing Consumer Protection Laws in the Era of Society 5.0: Case Study of e-Commerce Transactions Related to Law Number 8 of 1999 concerning Consumer Protection".

## **B. FOCUS OF PROBLEM**

The Formulation of the problem in this research is : How are Consumer Protection Laws Updated in the Era of Society 5.0? and how does the Consumer Protection Law accommodate the problems that occur in the era of Society 5?

## **C. RESEARCH METHODOLOGY**

This research uses empirical methods by interviewing related parties, namely BPSK, BPKN, LPKSM, Business Actors and Consumers about how Consumer Protection Laws have been updated in the Society 5.0 Era and whether consumer protection laws have accommodated the problems occurring in the current Society 5.0 era.

## **D. FINDING & DISCUSSION**

### **D.1. RENEWAL OF CONSUMER PROTECTION LAWS IN THE ERA OF SOCIETY 5.0**

Several regulations related to legal protection for consumers and business actors include the following: "a) Civil Code; b) Criminal Code; c) Law Number 8 of 1999 concerning Consumer Protection d) Law Number 19 of 2016 Amendment to Law Number 11 of 2008 Electronic Information and Transactions e) Law Number 7 of 2014 concerning Trade f) Government Regulation Number 71 of 2019 concerning System Implementation and Electronic Transactions g) Government Regulation Number 80 of 2019 concerning Trading via electronic systems h) Financial Services Authority Regulation Number 77/POJK.01/2016 concerning Information Technology-Based Money Lending and Borrowing Services.

Results of the author's interview on February 28 at 11.00 at the BPKN office with Mr. Risaldi, the position of Advocacy Commission Staff at BPKN,<sup>9</sup> said that in terms of the author's question about how legal protection is for consumers who make transactions via e-commerce, whether legal protection has been provided, he stated that legal protection has not been proven. with the large number of complaints that come to BPKN and in terms of legal protection for consumers it is limited only to the rules if there is a problem with goods not arriving, goods that are not suitable or goods that are damaged only to the extent that complaints are processed according to stages which are only

---

<sup>9</sup> Risaldi, Interview with Advocacy Commission Staff, at the BPKN Office, Jl. Jambu No.32, Gondangdia, Kec. Menteng, Central Jakarta City, Special Capital Region of Jakarta 10350, 28 February 2024 at 11.00 WIB

the responsibility of BPKN only to bridge but not there is more authority and cannot follow up to decide according to him the government needs to strengthen consumer protection, BPKN only bridges it can be resolved through non-litigation when the parties do not find common ground then proceed to BPSK, according to him he said there is something that can be recovered and not and According to him, there are cases closed, one of which is through the Revision of Law Number 8 of 1999 concerning Consumer Protection (RUUPK). The Covid-19 pandemic has shown that consumer protection in Indonesia is still weak, through the phenomenon of panic buying, scarcity of necessities and soaring prices of several important commodities.

According to Mr. Risaldi: "The RUUPK needs to be carried out in terms of time span, the Consumer Protection Law is already 21 years old. This means that many people are behind on actual issues in the field of consumer protection. Such as consumer issues in the digital era and personal data protection. Of course, to respond to the dynamics occurring in society, laws need to be revised to make them relevant to current developments,"<sup>10</sup>

Regarding performance, he explained that during 2022, BPKN recorded 8,126 complaints from 2017 to 16 December 2022, which were dominated by Financial Services, E-commerce and Housing Complaints. Meanwhile, from 2005–2022 BPKN has sent 252 recommendations to Ministries/Agencies, but only 65 Ministries/Agencies have responded to BPKN recommendations. BPKN-RI continues to strengthen its commitment to consumer protection and security, this commitment was confirmed through the signing of a Memorandum of Understanding between BPKN-RI and stakeholders and also conducting massive education. Education carried out through public discussions and amplification of educational content on various media channels is a crucial element in increasing consumer awareness about their rights to mitigate various risks of crime.<sup>11</sup>

He added, with limited existing resources, the agency's performance must continue to run well and improve. We continue to handle the programs that have been implemented, such as collaboration with international institutions, the BPKN Award, and also receiving complaints which we continue to handle well, and from an institutional perspective, BPKN has penetrated institutional strengthening. Accelerating synchronization, harmonization, and policy responses in the field of consumer protection need to be prioritized as one of the national strategic programs, both directly and indirectly, to help accelerate national economic recovery.

When the author asked how many complaints BPKN received, he said that there were TOTAL RECEIPT OF BPKN CONSUMER COMPLAINTS (2017 to 02 FEBRUARY 2024): 9,171 COMPLAINTS. TOTAL RECEPTION OF BPKN CONSUMER COMPLAINTS 02 FEBRUARY

---

<sup>10</sup> Ibid, Interview with Mr. Risaldi

<sup>11</sup> Ibid, Interview with Mr Risaldi

2024 : 80 COMPLAINTS.<sup>12</sup>

From the data that the author got from BPKN, e-commerce is ranked 2nd nationally. After financial services. For complaints about e-commerce transaction problems and this is homework for the government to revise the Consumer Protection Law. From the data, we can see the flow of consumer complaints from when the complaint first goes to BPKN until it is processed and recovered, it is not recovered, and there is no good faith. In fact, according to him, as many as 95.3 percent or 8,949 consumers made complaints in the electronic transaction (e-commerce) sector. The number of complaints in this sector is in line with the increasingly intensive consumer electronic transactions during the Covid-19 pandemic data in 2021.

In the electronics sector, including the food and beverage sector, transportation services, refunds, purchasing goods that do not comply with the agreement or are damaged, goods not received by consumers, unilateral cancellations by business actors, arrival times of goods not as promised, fraud online shopping, as well as the use of social media applications that don't work, according to Mr. Risaldi.

Complaints that are declared in process are complaints that are still waiting for complete data from consumers, in the process of document analysis, waiting for clarification from business actors or consumers, and are also in the mediation process. He explained that complaints are not processed if the consumer has submitted the same complaint to another institution such as the Consumer Dispute Resolution Agency (BPSK), district court, or to the police.

Complaints are also declared resolved if an agreement is reached between the business actor and the consumer. If both parties do not accept or do not agree, we suggest proceeding to BPSK or to court. Responding to this phenomenon, the government should be more responsive, but in reality until now there have been no updates to the rules or regulations regarding consumer protection in the era of society 5.0. UUPK in practice is still less effective due to the lack of technical regulations governing consumer protection in the era of society 5.0.<sup>13</sup>

## **D.2. THE CONSUMER PROTECTION LAW HAS NOT ACCOMMODATED THE PROBLEMS THAT OCCUR IN THE ERA OF SOCIETY 5.0**

The Consumer Protection Law, namely Law Number 8 of 1999, has not accommodated the legal problems that occur in e-commerce transactions in the era of society 5.0 and has not provided legal protection for consumers in transactions via e-commerce, from the results of the author conducting brief observations in the shop online war7ribu, Jeansbyanna and Rsna Prombeutyin from

---

<sup>12</sup> Ibid, Interview with Mr Risaldi

<sup>13</sup> Nugrahaningsih, Op cit, p. 36

both business actors and consumers here, in the event of a dispute due to legal issues that occur or consumer disputes that occur whether goods are damaged, goods that are not delivered or goods are lost, both business actors and consumers will mediation, in this case the mediation provides compensation in accordance with what was agreed upon by both parties without anyone feeling disadvantaged. There are even cases where there is no solution when the consumer's goods do not arrive. But the money was not refunded.

As we know, dispute resolution between consumers and business actors is regulated in articles 45, 48 UUPK, Article 46 paragraph 1 UUPK regulates whether a lawsuit can be made directly by the consumer who feels they have suffered a loss or their heirs or consumer groups or it could also be submitted by the Community Consumer Protection Institute (LPKSM) which has a legal entity or foundation with the aim of establishing consumer protection as regulated in the AD/ART of this organization. In this case, the government can also be the party that files a lawsuit against the business actor/seller in the event that the losses caused are very large losses with many or many victims. Furthermore, the process for filing a lawsuit is based on the mechanism for filing a lawsuit as regulated in the provisions relating to the General Court.

This can also be done through Non-Litigation, namely resolving disputes through non-litigation mechanisms or resolving disputes outside the court or what we know as ADR (Alternative Disputes Resolution) or APS (Alternative Dispute Resolution). The existence of dispute resolution through non-litigation channels can be achieved in several ways, namely: Firstly, consumers can directly ask the seller for compensation for the losses they have experienced, where the UUPK stipulates that the seller must have good faith and provide a quick response to the consumer's demands within 7 days. (seven) days as regulated in Article 19 paragraph (1) and paragraph (3) UUPK.

Secondly, in the Arbitration Law, namely Law No. 30 of 1999, dispute resolution outside of court can be through consultation, negotiation, conciliation mediation or expert assessment.

Third, if the problem that occurs is resolved through the Consumer Settlement Agency. Consumers can submit a request through the BPSK secretariat either verbally or in writing containing the identities of the parties, the goods or services being complained about, evidence related to the acquisition of the goods including the time and place where the goods were obtained and witnesses who know the process of acquiring the goods. This request can be resolved by means of resolution in the form of: 1) the parties, namely consumers and business actors or sellers, will make an arbitration agreement. 2) The parties' problems are handed over to the conciliator who will provide responses regarding the problems of those in dispute.

Consumers and business actors, namely sellers, will involve a third party, namely a mediator, to mediate and provide input to the parties in dispute, however the results of this mediation process

are not binding on the parties to the dispute, the parties are not obliged to comply with the results of the mediation process. The results of the mediation, conciliation or arbitration in the BPSK will be stated in the BPSK Decision which is final and binding as regulated by Article 54 UUPK and in this decision the parties can submit objections to the BPSK decision through the District Court as regulated by Article 56 UUPK with a maximum period of 14 days after receiving notification regarding the decision.

Apart from the dispute resolution methods that have been described previously, along with the rapid and rapid development of technology, dispute resolution innovations are also being implemented. One of the innovative mechanism models is ODR (Online Dispute Resolution). where the parties to the dispute combine computer technology data processing information with internet communication network facilities. ODR is also a synergy between ADR (Alternative Disputes Resolution) and ICT (Information and Computer Technology) which is able to simplify the dispute resolution process by being unhindered by space and time at very low cost and very quickly compared to conventional ADR resolution. ODR still begins with an agreement by the parties to resolve the dispute through the non-litigation mechanism model, then the parties to the dispute will be given guidance or direction by professionals to choose and implement the ADR mechanism model online and by using the software provided as a tool for exchanging information.<sup>14</sup>

From the author's interview with a business owner of the Serba7ribu Online Shop named Indah<sup>15</sup> gave a statement that if a dispute occurred between the business actor and the consumer it was resolved through non-litigation, namely mediation with the consumer if the consumer is conventional, if the consumer is online then it is resolved via ODR (Online Dispute Resolution) where he has an online shop on Shopee and Instagram. That's the presentation.

In terms of the many models of dispute resolution mechanisms between parties as mentioned above, here the parties in a conventional or electronic sales and purchase agreement can choose an initial agreement before the transaction regarding what model of dispute resolution mechanism will be used later when a dispute occurs, even if in the end the dispute This is actually not desirable. Here, from this author's research, ODR also does not provide legal protection when legal problems occur outside the jurisdiction where transactions are carried out in different countries. Even though international private law regulates this matter, it needs to be tested again with existing theory to see whether these regulations provide legal protection for consumers.

From the results of this research, the author analyzes the resolution of consumer disputes that are outside the territory of a country and there are no specific regulations governing how to resolve

---

<sup>14</sup> Setiantoro et al, Opcit, p. 3

<sup>15</sup> Indah, Interview with the owner of the Serba7ribu Shop, March 13 2024, at 10.00 WIB

them because both UUPK and UU ITE also do not regulate this, so from the results of this author's research several cases are submitted to BPSK. and BPKN, including goods that do not arrive, goods that are not suitable, goods that are lost or damaged, in this case. From BPKN data, it can be seen that e-commerce complaints are ranked 2nd nationally, of the complaints submitted to BPKN, some can be recovered and cannot be recovered in good faith. and with bad intentions, in the end the case is closed because consumers don't come, on average they don't come again because when faced with the risk of a lawsuit whose protection value is very weak, the cost of the case is greater than the losses experienced.

This is also confirmed by the author's interview with LPK staff who said that there were transactions via e-commerce using the Shophie platform to buy goods abroad at a price of Rp. 850,000 (eight hundred and fifty thousand), which was submitted in the report to LPK-RI but case closed here the consumer did not get a refund for the money he had deposited and the goods did not arrive. It has also been claimed through ODR but it is detrimental to consumers, said the statement of one of the LPK-RI staff who the author interviewed.

From the data that the author got from BPKN, the e-commerce sector was ranked 2nd. From this data the author analyzed and from the author's interview with Mr. Risaldi<sup>16</sup> he also conveyed that the number of complaints from the e-commerce sector in 2021 was 496 complaints. , In 2022 there were 501 complaints, in 2023 there were 589 complaints, and in 2024 to March there were 129 complaints. From this data, we see an increase in the level of legal problems in electronic transactions, which has become a legal umbrella for resolving problems when disputes occur. The existing regulations cannot accommodate consumer legal problems in e-commerce transactions.

In the case of this complaint he said that there are things that can be recovered and there are things that cannot be recovered, in this case BPKN cannot deliver when things that cannot be recovered go to court then it is beyond the authority of BPKN. From the results of the author's interview with him, he also said that the consumer protection law must be updated specifically for e-commerce transactions too, because BPKN's authority here is also not related to OJK regulations here, while financial institutions such as online loans and housing have OJK regulations that regulate them. had a hand in this. According to him, there needs to be structured, systematic, massive (TSM) supervision.<sup>17</sup>

He also said that when a consumer dispute through e-commerce transactions entered BPSK-Arbitase and was won by the consumer, then the business actor filed an objection to the District Court when it was processed at the District Court based on the facts of the trial. Finally, the judge's decision

---

<sup>16</sup> Ibid, Interview with Mr. Risaldi.

<sup>17</sup> Ibid, Interview with Mr. Risaldi

was granted. The business actor's lawsuit was granted and the consumer was very weak in terms of legal protection because for consumers there is insufficient evidence for the judge to consider in making decisions based on evidence and facts in the field. Meanwhile, if the e-commerce transaction does not have concrete evidence, the District Court decision will be won by the business actor. And this is in contrast to the BPSK decision where consumers won. According to him, this is one of the factors and that the consumer protection law is no longer relevant at this time and several articles need to be updated. Because in many cases e-commerce disputes do not provide legal protection to consumers who transact via e-commerce. Although according to him, Presidential Decree No. 74 of 2017 already exists. However, this presidential regulation does not yet provide legal protection to consumers if a dispute occurs, it only shows a road map for an electronic-based national trading system (e-commerce road map 2017-2019).

And not in terms of completion. The 2017-2019 National Electronic-Based Trading System Road Map (e-Commerce Road Map), hereinafter referred to as SPNBE 2017-2019, which is attached and is an inseparable part of this Presidential Decree, is a document that provides direction and steps for preparing and implementing trade whose transactions are based on a series of electronic devices and procedures. And there is also PP Number 80 of 2019: Government Issues Government Regulations on Trading Through Electronic Systems, this PP also does not provide legal protection.<sup>18</sup>

UUPK and Civil Code are regulations that existed long before technology and digitalization developed very rapidly. So now that business in e-commerce transactions has become a real thing in people's lives, UUPK and Civil Code have many shortcomings to compensate for new things that have never been regulated before in relation to e-commerce.

Based on the description of the inadequate concentration of state institutions whose duties are on consumer protection, the results of the author's interview with Mrs. Sularsi, S.H., M.H.<sup>19</sup> The Panel of Judges at BPSK DKI Jakarta is of the opinion that there is a need for a merger of state institutions. This can be done by establishing a state institution that specifically handles consumer problems, especially regarding e-commerce transactions and for the UUPK to be revised so that there is protection for consumers who carry out e-commerce transactions. This State Institution will later handle problems related to research, education, complaints and dispute resolution for consumers who transact via e-commerce. In this way, the public will not be confused and will feel clear in pursuing their consumer rights. When a legal problem arises in the legal jurisdiction which law is used for transacting via e-commerce. Which uses the Singapore and Thai courts in resolving e-commerce

---

<sup>18</sup> Ibid, Interview with Mr Risaldi

<sup>19</sup> Sularsi, BPSK DKI Jakarta Staff, Interview at the BPSK DKI Jakarta Office Jalan Perintis Independen Number 2 Kelapa Gading Barat, Kelapa Gading District, Jakarta North, Special Capital Region of Jakarta, 14240, Wednesday 20 March at 10.00 WIB

disputes that use ODR in their resolution. Many consumer problems are resolved but do not provide legal protection to consumers. One example of a case handled by Mrs. Sularsi conveyed to the author a case that could not be resolved, a consumer in Japan who bought a bicycle through one of the platforms called "x" belonging to Indonesia, the bicycle was not Until, this problem reached BPSK too but it could not be resolved because BPSK does not have the authority to resolve disputes like this outside the area of legal jurisdiction and has also been resolved according to International Civil Law and ODR too, each of the rules overlap. In BPSK it is in the consumer jurisdiction (Japan), while if the Civil Court is in the Defendant's jurisdiction (Indonesia), there needs to be an update to consumer law so that these rules do not overlap and can protect consumer rights. And according to him, a regulation was made for BPSK's authority for BPSK decisions which were inkracht after being registered in court. So there is no legal action for objections from parties who do not accept the BPSK-Arbitration decision, submitting an objection to the District Court. These are some of the cases he also handled, when the decision at BPSK-Arbitration was won by the consumer, in court it was won by the Business Actor. Because of these overlapping rules. So the losing party cannot submit an objection to the Court. Previously, with certain conditions, you were allowed to file an objection, then in the Court the Business Actor won in that court, so that here consumers' rights are not protected. And the regulations do not overlap.<sup>20</sup> This is what he conveyed to the author, that the UUPK needs to be updated from various aspects.<sup>21</sup>

The following is the author's interview with LPKSM staff in the e-commerce complaints section, namely Mrs. Fadhilah Fitri Sadiyah,<sup>22</sup> she said that when the author asked how many complaints there were about e-commerce transactions, Mrs. Fadhilah said that e-commerce was considered quite serious in resolving consumer disputes in e-commerce transactions. In terms of general problems, one of the tasks of LPKSM, which is also stated in the Consumer Protection Law, is to disseminate information about the existence of goods or services to increase the cautious attitude of consumers, in transactions both conventional and e-commerce. He said that for complaint data, we have accumulated around 40 complaints for e-commerce cases that come in every month and when the author asked about those cases that could be resolved peacefully, that is, less than half, meaning that the rest had no solution, aka closed cases, meaning consumers could not demanding to protect their rights because if they take the BPSK-Arbitration route, the costs incurred will be greater than the losses from this e-commerce transaction. Cases that cannot be resolved and cases are closed due to bad faith.

---

<sup>20</sup> Ibid, interview with Mrs. Sularsi.

<sup>21</sup> Ibid, interview with Mrs. Sularsi.

<sup>22</sup> Mrs. Fadhilah Fitri Sadiyah, Interview with LPK-RI Staff, at the LPK-RI Office, March 8 2024, Hours.

And the LPKSM here said that because we also have limitations in terms of our duties and functions because here we only accommodate them so that the solution will be BPKN and BPSK. Mrs. Fadhillah conveyed that there were approximately 40 cases, but some cases could be resolved through non-litigation, while there were also those that were taken to BPSK when there was no common ground in mediation. And for e-commerce, there were indeed several cases that were case closed because there was no resolution, due to several things such as the parties not coming, and in the end our case was closed because it took quite a long time. There are e-commerce transactions for goods that are not suitable, not delivered, damaged or lost without clarity.<sup>23</sup> One example is the case of a consumer who bought goods via the "y" platform for Rp. 850,000 abroad, not in Indonesia. He had transferred the money, but the goods never arrived, after being claimed by the merchandiser, namely the shop that sold it. The goods are lost and have also been resolved via ODR, but the consumer's money has not been returned. Finally, until now the case is also closed because the consumer has never come forward again as the injured party, even if he wants to be sued civilly, the costs are greater than the amount of loss he has experienced. That is Mrs. Fadhillah's explanation.<sup>24</sup>

## E. CONCLUSION

In this research, the following conclusions were drawn:

1. Legal protection for consumers does not yet provide legal protection because the regulations are regulations that existed long before the development of current digital technology. The current digital era, which has moved towards the era of society 5.0, is something new and the UUPK has not yet specifically and completely regulated dispute resolution, even though there are several things that have been accommodated in the ITE Law, the existing regulations do not yet regulate this. -technical matters relating to e-commerce transactions, so that the UUPK which is a regulation that specifically regulates Consumer Protection so that updates are carried out following the complexity of problems that continue to develop and very quickly
2. Regulations in resolving disputes between consumers and business actors in the current era of society still use previous rules or regulations. Even though ODR already exists as a model dispute resolution mechanism in e-commerce transactions, it is an innovation that can make it easier for consumers to protect their rights. , considering that ODR has a process that is quite simple and simple, cheap and fast and is not hindered by space and time when compared to conventional ADR. Where ODR is carried out online, the form of the ODR mechanism needs to be technically regulated by law again in order to create legal certainty, justice and the benefits of the law itself to be able to

---

<sup>23</sup> Ibid, Interview with Mrs. Fadhillah

<sup>24</sup> Ibid, Interview with Mrs. Fadhillah

provide legal protection to consumers in transactions via e-commerce.

## REFERENCIES/ BIBLIOGRAPHY

- Akhmaddhian, S. (2016). Perlindungan hukum terhadap konsumen dalam transaksi jual beli secara elektronik. *Jurnal Unifikasi*, Vol.3, (No. 2), p.47.
- Arif, Yudhi Candra N. (2013). Dimensi Perubahan Hukum Dalam Perspektif Sistem Hukum Terbuka. *Jurnal IuS; Kajian Hukum dan Keadilan*, Vol.1, (No.1), pp.117 - 118.
- Bidari, Ashinta S. (2020). Penyuluhan Hukum Tentang Peluang Dan Ancaman Bagi Konsumen Dalam Transaksi Online Di Indonesia. *Empowerment : Jurnal Pengabdian Masyarakat*, Vol.3, (No.1), p.45.
- Candra, A. (2014). Penyelesaian Sengketa Transaksi Elektronik Melalui Online Dispute Resolution (ODR) Kaitan Dengan UU Informasi dan Transaksi Elektronik No.11 Tahun 2008. *Jurnal Ilmu Komputer*, Vol.10, (No.2), p.81
- Friedman, Lawrence M. (2009). *Sistem Hukum; Perspektif Ilmu Sosial*. Bandung: Nusa Media.
- Herlina Basri, "Perlindungan Hukum Terhadap Konsumen Dalam Melakukan Transaksi E-Commerce Ditinjau Dari Undang-Undang Perlindungan Konsumen Undang-Undang Nomor 8 Tahun 1999 (Studi Kasus Kerudungbyramana Bandung). *Pamulang Law Review*, 2 (2), 131-140. (2020).
- Rahardjo, S. (2010). *Sosiologi Hukum Esai Esai Terpilih*. Yogyakarta: Genta Publishing.
- Suteki. (2018). *Metodologi Penelitian Hukum (Filsafat, Teori dan Praktik)*. Depok: Raja Grafindo Persada.
- Chow, D. (2020). Alibaba, amazon, dan pemalsuan di era internet. *Northwestern Journal of International Law and Business*, Vol.40, (No.2), p.157.
- Nottage, L. (2020). Meningkatkan Efektivitas Sistem Keamanan Produk Konsumen: Reformasi Hukum Australia dalam Konteks Asia-Pasifik. *Journal of Consumer Policy*, Vol.43, (No.4), p.829.
- Nugraha, Rifan Adi., Mukhtar, Jamaluddin., & Ardianto, Hardika Fajar. (2015). Perlindungan hukum terhadap konsumen dalam transaksi online. *Jurnal Serambi Hukum*, Vol.08, (No.02), p.93.
- Nugrahaningsih, W. (2017). Implementasi Undang - Undang Nomor 8 tahun 1999 tentang Perlindungan Konsumen Terhadap Bisnis Online. *Jurnal Serambi Hukum*, Vol.11, (No.01), pp.30-32.
- Pariadi, D. (2018). Pengawasan E-Commerce dalam Undang Undang Perdagangan dan Undang - Undang Perlindungan Konsumen. *Jurnal Hukum dan Pembangunan*, Vol.48, (No.3), pp.655-656.
- Rahmayani, N. (2018). Tinjauan Hukum Perlindungan Konsumen Terkait Pengawasan Perusahaan Berbasis Financial Technology di Indonesia. *Pagaruyuan Law Journal*, Vol.2, (No.01), p.38.
- Setiantoro, Arfian., Putri, Feyreizha Destika., Novitarani, Anisah., & Njatrijani, Rinitami. (2018). Urgensi Perlindungan Hukum Konsumen Dan Penyelesaian Sengketa E-Commerce Di Era Masyarakat Ekonomi Asean. *Jurnal RechtsVinding*, Vol.7, (No.1), p.1.
- Simanullang, Helldya N. (2017). Perlindungan Hukum terhadap Konsumen dalam Transaksi E-Commerce. *Melayunesia Law*, Vol.1, (No.1), p.122.

- Susanti, I. (2017). Tinjauan Yuridis Terhadap Perlindungan Konsumen Belanja Online Berdasarkan UU No. 8 tahun 1999 tentang Perlindungan Konsumen juncto UU No. 11 tahun 2008 tentang Informasi Dan Transaksi Elektronik. *Sigma-Mu*, Vol.9, (No.1), p.23.
- Syafriana, R. (2016). Perlindungan Konsumen dalam transaksi Elektronik. *De Lega Lata*, Vol.I, (No.2), p.438.
- Syamsudin, M. (2018). Perlindungan Hukum Konsumen atas Penerapan klausula Baku. *Jurnal Yudisial*, Vol.11, (No.1), p.102.
- Tumbel, Trivena Gabriela M. (2020). Perlindungan Konsumen Jual Beli Online Dalam Era Digital 4.01. *Lex Et Societatis*, Vol.VIII,(No.3), p.1, pp.93-98.
- Widaningsih. (2017). Penyelesaian Sengketa E- Commerce melalui ODR (Online Dispute Resolution). *Jurnal Panorama Hukum*, Vol.2, (No.2), p.243.
- Undang Undang Nomor 8 Tahun 1999 tentang Perlindungan Konsumen
- Undang Undang Nomor 19 Tahun 2016 Perubahan UU Nomor 11 Tahun 2008 Informasi dan Transaksi Elektronik
- Undang Undang Nomor 7 Tahun 2014 tentang Perdagangan
- Peraturan Pemerintah Nomor 71 Tahun 2019 tentang Penyelenggaraan Sistem dan Transaksi Elektronik (PP-PSTE)
- Peraturan Pemerintah Nomor 80 Tahun 2019 tentang Perdagangan melalui sistem elektronik
- Peraturan Otoritas Jasa Keuangan Nomor 77/POJK.01/2016 tentang Layanan Pinjam Meminjam Uang Berbasis Teknologi Informasi.
- Peraturan Kementerian Perdagangan Nomor 72 Tahun 2020 tentang Pembentukan Teknis Badan Penyelesaian Sengketa Konsumen (BPSK)
- Peraturan Mahkamah Agung Nomor 1 Tahun 2016 tentang Tata Cara Pengajuan Keberatan Putusan Badan Penyelesaian Sengketa Konsumen
- Fadhilah Fitri Sadiyah, Wawancara di Kantor LPK-RI, tanggal 8 Maret 2023, Jam. 10.00 WIB
- Risaldi, Staff Komisi Advokasi, Wawancara di Kantor BPKN, Jl. Jambu No.32, Gondangdia, Kec. Menteng, Kota Jakarta Pusat, Daerah Khusus Ibukota Jakarta 10350, Tanggal 28 Februari 2024 Jam 11.00 WIB
- Sularsi, Staff BPSK DKI Jakarta, Wawancara di Kantor BPSK DKI Jakarta jalan Perintis Kemerdekaan Nomor 2 Kelapa Gading Barat, Kecamatan Kelapa Gading Jakarta Utara, Daerah Khusus Ibukota Jakarta, 14240, Hari Rabu Tanggal 20 Maret Jam 10.00 WIB