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# Rethinking Consumer Legal Protection in E-Commerce Transactions in Indonesia: Integrating Digital Governance and Regulatory Accountability

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**Abstract**

The rapid growth of e-commerce in Indonesia has transformed consumer transactions by increasing accessibility, efficiency, and market connectivity. However, this digital transformation has also generated complex legal challenges, including consumer data protection risks, misleading commercial practices, unclear dispute resolution mechanisms, and limited accountability among digital business actors. This study aimed to examine the effectiveness of consumer legal protection in Indonesian e-commerce transactions and analyze the role of digital governance and regulatory accountability in strengthening consumer rights. A normative juridical approach was employed using statutory, conceptual, and comparative approaches. Data were collected through an analysis of relevant regulations, legal documents, academic literature, and policy frameworks related to consumer protection, electronic transactions, and digital governance. The findings indicated that although Indonesia had established several legal instruments, including the Consumer Protection Law and electronic transaction regulations, the existing framework remained fragmented and faced challenges in enforcement, cross-border transaction supervision, platform responsibility, and consumer dispute resolution. Strengthening digital governance through regulatory coordination, transparency obligations for e-commerce platforms, effective monitoring mechanisms, and enhanced institutional accountability is essential to creating a more responsive consumer protection system. This study concluded that consumer legal protection in Indonesian e-commerce requires a shift from a conventional regulatory approach toward an integrated digital governance model that emphasizes preventive regulation, shared responsibility among stakeholders, and adaptive legal mechanisms. The findings contribute to the development of consumer protection policies by providing a framework for balancing technological innovation, business growth, and consumer rights within the digital economy.

## INTRODUCTION

Electronic commerce or e-commerce has grown rapidly in Indonesia alongside increasing internet penetration, smartphone adoption, and changes in consumer behavior, with consumption patterns increasingly shifting toward online transactions (Rini et al., 2026; Rahatuningtyas et al., 2023). The convenience of conducting transactions without spatial and temporal limitations has made e-commerce one of the main drivers of national digital economic growth. However, behind this growth, the legal relationship between business actors and consumers has undergone fundamental changes due to the absence of direct physical

interaction, resulting in consumers' increased dependence on electronically provided information from business actors (Fista et al., 2023; Ardiansyah & Fitria, 2023; Andini, 2021).

In response to these developments, the state has established a series of legal norms intended to guarantee consumer rights in electronic transactions (Kesuma et al., 2021). Law Number 8 of 1999 concerning Consumer Protection serves as the primary legal framework that guarantees consumers' rights to accurate information, security, and appropriate dispute resolution (Poernomo, 2023; Nasution et al., 2025; Wijayanti & Gultom, 2022). Law Number 11 of 2008 concerning Electronic Information and Transactions, as amended by Law Number 19 of 2016, Government Regulation Number 80 of 2019 concerning Trading Through Electronic Systems, and Law Number 27 of 2022 concerning Personal Data Protection further complement this framework by regulating obligations related to information disclosure, electronic system reliability, and consumer personal data protection (Izazi et al., 2024; Sangojoyo et al., 2022). Normatively, these provisions establish protection standards that should be guaranteed for every consumer engaging in electronic transactions.

However, practical conditions demonstrate that these normative expectations have not been fully achieved. Various reports and consumer complaints indicate the continued occurrence of misleading product descriptions, unilateral exoneration clauses, delayed or failed delivery of goods, and unresolved payment disputes involving business actors and platform operators. The South Jakarta District Court Decision Number 629/Pdt.G/2020/PN Jkt.Sel concerning default in goods delivery and the Medan District Court Decision Number 183/Pdt.G/2018/PN Medan concerning failure of the marketplace payment system provide concrete examples that consumer rights guaranteed under existing regulations are not always effectively realized in electronic transaction practices (Ariawan, 2025; Arifin et al., 2021; Busch et al., 2016; Putrevu & Mertzanis, 2024; Trautman, 2015).

The gap between legal expectations established by regulations and the realities of e-commerce transactions represents the central issue of this study. Existing regulations remain relatively sectoral and have not fully positioned e-commerce platform operators as legal entities with direct responsibility for consumer losses. Government supervision and consumer protection institutions, including the Consumer Dispute Resolution Agency (Badan Penyelesaian Sengketa Konsumen [BPSK]), have also not been fully transformed into mechanisms that are responsive to the characteristics of digital transactions, which occur rapidly, extensively, and across jurisdictions. This condition is further complicated by the challenges of cross-border e-commerce, which place Indonesian consumers in increasingly vulnerable positions when engaging in transactions with foreign business actors (Ali et al., 2024; Aqidah, 2025; Prabowo & Teeraphan, 2025; Sabirin et al., 2022; Zulkarnaen, 2026).

Based on this background, this study aimed to examine consumer legal protection regulations in e-commerce transactions in Indonesia and formulate a legal reconstruction framework that integrates digital governance and regulatory accountability. The proposed reconstruction does not merely involve the establishment of new legal norms but focuses on strengthening the effectiveness of existing regulations to address the complexity of the digital ecosystem, including the role of platforms as transaction facilitators and gatekeepers.

Based on the issues identified above, this study addressed two main research questions: first, how is consumer legal protection in e-commerce transactions in Indonesia currently regulated within the existing legal framework? Second, how can consumer legal protection be

reconstructed by integrating digital governance and regulatory accountability to ensure that e-commerce transaction protection is implemented effectively and fairly?

## METHOD

This study employed a normative juridical research method, which examined law as written norms through the analysis of legal materials to identify relevant legal principles, doctrines, and concepts. This method was selected because the study focused on examining the consistency and effectiveness of consumer protection legal norms in e-commerce transactions rather than testing empirical field data.

The study applied three complementary approaches. First, the statute approach was used to examine and analyze relevant laws and regulations concerning consumer protection in electronic transactions, including Law Number 8 of 1999 concerning Consumer Protection, Law Number 11 of 2008 concerning Electronic Information and Transactions and its amendments, Government Regulation Number 80 of 2019 concerning Trading Through Electronic Systems, Government Regulation Number 71 of 2019 concerning the Implementation of Electronic Systems and Transactions, and Law Number 27 of 2022 concerning Personal Data Protection.

Second, the conceptual approach was applied to develop an analytical framework based on legal doctrines and theories, particularly Legal Protection Theory, which distinguishes between preventive and repressive protection, as well as concepts of legal responsibility involving business actors and electronic system operators. This approach was used to evaluate the extent to which existing legal norms addressed consumer protection challenges within the evolving digital ecosystem.

Third, the case approach was employed by examining court decisions related to e-commerce transaction disputes, namely South Jakarta District Court Decision Number 629/Pdt.G/2020/PN Jkt.Sel and Medan District Court Decision Number 183/Pdt.G/2018/PN Medan. These cases were analyzed to understand how abstract legal norms were applied and interpreted by judges in resolving consumer disputes.

The legal materials consisted of primary legal materials, including legislation and court decisions; secondary legal materials, including books, scientific journals, and previous research related to consumer protection and electronic transactions; and tertiary legal materials, such as legal dictionaries and encyclopedias used to clarify technical terms. The legal materials were collected through library research and analyzed using a descriptive-analytical method with deductive reasoning, in which general legal norms were applied to evaluate specific issues concerning consumer protection in e-commerce transactions.

## RESULTS AND DISCUSSION

The discussion in this study is arranged into three interrelated parts, namely the regulatory framework for consumer protection in e-commerce buying and selling transactions in Indonesia, weaknesses and challenges in the implementation of these regulations, as well as efforts to optimize consumer protection regulations, including analysis of court decisions as a reflection of the application of norms in practice.

Consumer Legal Protection Arrangements in E-Commerce Buying and Selling Transactions

1. Consumer Protection Regulation Framework in E-Commerce Buying and Selling Transactions in Indonesia
2. Regulated according to Law No. 8 of 1999 concerning Consumer Protection, ITE Law, and Government Regulation No. 80 of 2019 concerning Trade Through Electronic Systems (PMSE).

E-Commerce is an electronic trading platform that is carried out between parties who meet not directly but through computers, computer networks, and/or other electronic media. Activities carried out through the e-commerce platform are a buying and selling transaction carried out by the parties without meeting in person. The transactions that occur are electronic transactions. Based on Article 1457 of the Civil Code, buying and selling is an agreement whereby one party binds himself to hand over an item, and the other party to pay the promised price. The difference in conventional buying and selling transactions and e-commerce is only in the media used. In conventional buying and selling, the parties meet directly to make transactions, while in e-commerce transactions used are electronic media, namely computers, gadgets connected to the internet. So that agreements or contracts that occur in e-commerce are created online.

It can be noted that electronic buying and selling transactions carried out through e-commerce platforms are based on an agreement between the parties. In Article 1313 of the Civil Code, an agreement is an act in which one or more people bind themselves to one or more other people.

Agreements that occur in e-commerce platforms are electronic agreements because the media used are electronic media such as computers and cellphones that are connected to the internet network. So, the agreement of the parties is created online. It is different from conventional trade where the parties to the sale and purchase agreement that occur, meet face-to-face.

In Indonesia, trade has been regulated in Law Number 7 of 2014 concerning Trade (Trade Law), including electronic trade. In this Trade Law, the Government regulates how electronic transactions can be accounted for by the parties who transact and can provide legal protection to consumers.

In Article 65 of the Trade Law, it is written that every business actor who trades goods and/or services using electronic systems is obliged to provide data and/or information completely and correctly, at least containing the identity and legality of the business actor as a seller, the requirements and qualifications of the goods or services sold, the price and method of payment and the method of delivery of the goods.

The ITE Law explains that electronic transactions are legal acts carried out using computers, computer networks, and/or other electronic media. An electronic transaction occurs when the transaction offer sent by the Sender has been accepted and approved by the Recipient. It is clear that transactions that occur within e-commerce platforms are electronic transactions that are legal acts, carried out using computers, computer networks and/or other electronic media. Such electronic transactions are based on electronic agreements/contracts. Article 1 Number 17 of the ITE Law defines that an electronic contract is an agreement between the parties made through an electronic system. The legal conditions of electronic contracts remain the same as contracts in general which refer to Article 1320 of the Civil Code. After the validity of the electronic contract, an agreement is formed that binds the parties as written in Article 18

Paragraph (1) of the ITE Law that, electronic transactions outlined in the electronic contract are binding on the parties. This is in line with and strengthens Article 1338 Paragraph (1) which has been mentioned earlier. With the existence of an electronic contract, the parties involved must fulfill the rights and obligations that have been agreed upon in the agreed contract.

E-commerce has changed the model of conventional buy-sell and purchase agreements that used to be done in person, and can now be done anywhere and anytime. However, the agreement is still an agreement like an agreement in a conventional sale and purchase transaction that binds the parties, and gives rise to rights and obligations for each party.

In the existence of e-commerce platforms as a means of transactions, there are still many shortcomings. These shortcomings are based on three issues, namely trust, privacy, and security issues. Efforts to protect consumers or business actors already exist in Indonesia through the laws that regulate them. In Article 26 Paragraph 1 of the ITE Law, it is explained that any use of information through electronic media concerning a person's personal data must be carried out with the consent of the person concerned. Personal data protection is one part of the privacy rights in the use of information technology. The personal right contains three main meanings, namely the right to enjoy private life and be free from all kinds of disturbances, the right to be able to communicate with others without spying, and the right to supervise access to information about a person's personal life and data.

Efforts to protect the rights and obligations of parties who transact in e-commerce platforms are contained in the Consumer Protection Law. The rights and obligations of consumers and business actors have been regulated in detail in the Consumer Protection Law.

Consumer rights guaranteed in the Consumer Protection Law include the right to comfort, security, and safety in consuming goods and/or services; the right to choose goods and/or services and to obtain such goods and/or services in accordance with the promised exchange rates, conditions, and guarantees; the right to true, clear, and honest information about the condition and warranty of goods and/or services; the right to be heard and its complaints about the goods and/or services used; the right to obtain advocacy, protection, and proper resolution of consumer protection disputes; the right to obtain consumer guidance and education; the right to be treated or served properly, honestly, and non-discriminatory; the right to get compensation, compensation, and/or reimbursement if the goods and/or services received are not in accordance with the agreement or are not as they should be; as well as other rights regulated in the provisions of laws and regulations. On the other hand, consumers are also burdened with a number of obligations, namely reading or following information instructions and procedures for the use or utilization of goods and/or services for security and safety, in good faith in conducting transactions to purchase goods and/or services, paying in accordance with the agreed exchange rate, and following appropriate consumer protection dispute resolution legal efforts.

Meanwhile, for business actors, the Consumer Protection Law provides the right to receive payment in accordance with the agreement regarding the conditions and exchange rates of goods and/or services traded, the right to receive legal protection from the actions of consumers in bad faith, the right to conduct proper self-defense in the legal settlement of consumer disputes, the right to obtain good name rehabilitation if it is legally proven that the consumer's losses are not caused by goods and/or services traded, as well as other rights regulated in the provisions of laws and regulations. As a balance, business actors are burdened

with the obligation to be in good faith in carrying out their business activities, provide true, clear, and honest information about the condition and warranty of goods and/or services accompanied by explanations of their use, repair, and maintenance, treat and serve consumers correctly, honestly, and non-discriminatory, ensure the quality of goods and/or services produced and/or traded in accordance with applicable quality standards, provide opportunities for consumers to test and/or try certain goods and/or services and provide guarantees and/or guarantees for goods made or traded, and provide compensation, compensation, and/or reimbursement for losses due to the use, use, and utilization of traded goods and/or services, including if the goods and/or services received or utilized are not in accordance with the agreement.

With the regulation of the rights and obligations of each party in the Consumer Protection Law, it is hoped that it can ensure legal certainty for both parties who transact. Furthermore, in Government Regulation Number 71 of 2019 concerning the Implementation of Electronic Systems and Transactions (PP PSTE) which is an implementing regulation of the ITE Law. Based on Article 3, the implementation of electronic systems must be reliable and safe and responsible for the implementation of electronic systems. In Article 6, it is explained about the registration of electronic systems as required to register for the organizers. In this Government Regulation, personal data must also be protected by the operator of the electronic system and must protect its users from losses caused by the electronic system it operates in accordance with what is written in Articles 14 and 31. In Article 28, electronic system operators are obliged to educate their users at least about the rights, obligations, and responsibilities of all related parties and the complaint procedure. Meanwhile, the obligations of electronic agents are contained in Articles 39 and 40. The requirements for conducting electronic transactions are contained in Articles 42 to 50.

Trade through electronic systems (PMSE) is further regulated in the PP PMSE. PMSE is a trade whose transactions are carried out through a series of electronic devices and procedures. In the implementation of PMSE, business actors are required to have a business license in accordance with Article 15 which can be submitted through Electronic Integrated Business Licensing.

Regulations on PMSE transaction evidence are regulated in Articles 28 to 31 where domestic and/or foreign PPMSE are required to provide and store valid PMSE transaction evidence in accordance with the provisions of the law. Evidence of PMSE transactions can be used as other evidence in procedural law and cannot be rejected as evidence in the trial just because it is in electronic form. In carrying out PMSE activities, Trade Through Electronic Systems (PPMSE) Operators are required to provide and store valid PMSE transaction evidence. Proof of PMSE transactions is declared valid if it uses an electronic system that is in accordance with the provisions stipulated in laws and regulations in the field of information and electronic transactions. The Transaction Evidence can be used as other evidence and written evidence in the procedural law and cannot be rejected as evidence in the trial just because it is in electronic form.

In conducting PMSE, electronic contracts addressed to consumers in Indonesia must use Indonesian in accordance with Article 55. In addition, regarding the delivery of goods, it is regulated in Articles 63 to 68. The exchange and cancellation of goods or services must be provided by the merchant within a period of at least 2 (two) working days for the exchange or

cancellation of goods or services, starting from the time the goods or services are received by the Consumer.

**The legal relationship between business actors and consumers in the digital context.**

E-commerce transactions offer opportunities for consumers to obtain goods/services and meet the needs of consumers from any part of the world. Consumers can shift the burden of long-distance shipping, as well as transportation costs and insurance requirements that apply in the world of commerce. The relationship between business actors and consumers is a continuous and continuous relationship. This relationship occurs because the two do want each other and have a fairly high level of dependence between each other.

Purba in describing the concept of the relationship between business actors and consumers stated, "The main key to legal protection for consumers is that consumers and business actors need each other. Production is meaningless if no one consumes it and the product is consumed safely and satisfactorily, in turn it will be a free promotion for business actors." Business actors are in dire need and rely heavily on consumer support as customers. Without consumer support, it is impossible for business actors to maintain their business continuity. On the other hand, consumer needs are highly dependent on the production of business actors.

The relationship between business actors and consumers that is sustainable occurs from the production process, distribution to marketing to offering. This series of activities is a series of legal acts that have legal consequences, both for all parties and only for certain parties. This is used by business actors in a distribution and marketing system of goods products to achieve a certain level of productivity and effectiveness in order to achieve business goals. At the stage of the distribution and distribution relationship, it produces a relationship that is massive.

The way of transaction between business actors and consumers is evolving, having an impact on changing the legal construction in the relationship between business actors and consumers. The change in legal construction begins with a paradigm change in the relationship between consumers and business actors, namely the relationship that was originally built on the principle of caveat emptor changed to the principle of caveat vendtor. A relationship principle that originally emphasized the consumer's own awareness to protect himself turned into the awareness of business actors to protect consumers. With the development of technology today, it is known how to make e-commerce transactions that use the internet, e-commerce transactions are one of the effective media for business actors to introduce and sell goods or services to potential consumers from all over the world. E-commerce is a modern business model that is non-faceted (does not present business people physically), this development also has an impact on the relationship between business actors and consumers.

In this regard, the legal relationship between business actors and consumers has occurred when business actors provide promises and information related to goods and/or services, because since then the rights and obligations of the parties, both business actors and consumers, have arisen. The legal relationship is based on Article 1320 and Article 1338 of the Civil Code, where business actors have agreed on what is promised when giving promises in an advertisement, leaflet or brochure, so that these promises will be valid as law for the parties who make them. The legal event that occurs against business actors and consumers is the trade of both goods and services.

Legal relations are the attachment between legal subjects or between legal subjects and objects regarding rights and obligations that are facing each other. When business actors provide promises and information about the products or services sold, the legal relationship between the business actor and consumers has occurred. Because at that time, the rights and obligations of the parties arise. Business actors will be responsible for information about products or services that have been distributed. Likewise, consumers are obliged to be careful about what they will buy or use.

Basically, the UUPK has been very effective in regulating consumer rights, so that if there are things that violate the law done by business actors, consumers can claim their rights. It's just that in buying and selling through electronic transactions, the consumer is passive and resigned to the events that happen to him, considering that this electronic transaction is very difficult for consumers to demand their rights. Business actors also prioritize the principle of caveat venditor (let the seller beware), which means that business actors have an obligation to be careful about the products or services to be sold. The responsibility for a product or service that is promoted and disseminated is in the hands of the business actor himself, because the business actor is the party who knows more about the product.

As a business actor, of course, you must be careful in producing your goods and sellers must be careful and meticulous when handing over goods to consumers to avoid losses that will be suffered by consumers. As a legal umbrella that aims to protect, in this case the Consumer Protection Law. Defective products are not the only basis for business actors' liability, because the Consumer Protection Law only stipulates that business actors are responsible for providing compensation for damage, pollution and/or consumer losses due to consuming goods and/or services produced or traded. From the above coverage, it is often the consumers who are always disadvantaged where every product obtained does not meet consumer expectations because the consumer's ignorance will complain about this kind of thing, often consumers just stay silent and be harmed. These problems seem to have escaped the attention of both the public, the government, and parties related to consumer protection and the responsibilities of business actors which are very important matters in consumer protection law.

In practice, in Indonesia, one example of a dispute that occurs is a clause, where online sites often include an exoneration clause that does not appear directly on the monitor screen. Usually clauses are located at the bottom of the site's display with a smaller font size. There are also sites that incorporate clauses in terms and conditions. The content of the disclaimer has been determined unilaterally by the electronic system operator or business actors and consumers cannot negotiate the content.

In this case, the standard clause is null and void. This means that the clause is considered to have never existed. However, in some cases, consumers receive the losses they experience because of the standard clauses listed by the business actors. This happens because of the lack of knowledge about electronic buying and selling to consumers so that consumers are said to be parties whose position is weak in electronic buying and selling.

The responsibility of business actors to consumers in buying and selling through electronic transactions Although there is a provision that regulates the responsibility of business actors, in practice there are many obstacles related to the development of electronic transactions, such as misleading advertisements, goods that are not in accordance with what is

agreed and the absence of the need for business actors to provide sufficient information about the condition of an item and compensation to consumers. The responsibility of business actors in buying and selling through electronic transactions is tied to contractual liability and product liability. In a liability based on a default, the obligation to compensate for the application of the clause in the agreement is a legal provision made by both parties.

This is related to Article 28 paragraph (1) of the ITE Law which explains that in disseminating information it is mandatory in accordance with the facts, and prohibits the dissemination of information that contains elements of lies or defamation. This is done to avoid consumer losses and to carry out consumer protection. Referring to Article 17 paragraph (1) of the ITE Law, it is stated that all parties participating in electronic transactions must be in good faith. This article applies to business actors and also consumers. In this case, business actors are required to provide information through the internet honestly and clearly, then consumers read the description of a product carefully. This is done to avoid conflicts between business actors and consumers.

Regarding consumer protection, Article 49 paragraph (1) of the PP PSTE emphasizes that Business Actors who offer products through the Electronic System are obliged to provide complete and correct information related to the terms of the contract, manufacturer, and product offered. In the next paragraph, it is further emphasized that Business Actors are obliged to provide clarity of information about contract offers or advertisements. Then the question arises that what if the goods for the consumer are not in accordance with what was agreed? Article 49 paragraph (3) of the PP PSTE specifically regulates this, namely Business Actors are obliged to give a time limit to consumers to return the goods sent if they are not in accordance with the agreement or there are hidden defects.

According to Subekti, in his book on the Law of Covenants, default is negligence or forgetfulness which can be in the form of 4 kinds of conditions, namely:

a) Not doing what he is supposed to do;
b) To carry out what it promises, but not as promised;
c) Doing what he promised, but it was too late;
d) Doing something that according to the agreement he is not allowed to do.

As stated in article 18 paragraph (1) of the UUITE that "Electronic Transactions that are stated in the Electronic Contract are binding on the parties", which means that if one of the parties does not fulfill the agreement that occurs in the electronic transaction which results in losses, then the party aggrieved by the electronic transaction has the right to file a lawsuit for compensation that occurs due to a breach of promise or default and because of an act unlawful or unlawful. Thus, a person who is in default gives the right to the other party he or she has harmed to sue for damages.

The development of e-commerce transactions forms a legal relationship that is remote, not simultaneous, and dependent on digital information. In this relationship, the information conveyed by business actors replaces the direct communication function that is common in conventional transactions. Thus, the quality, completeness, and honesty of information are the basis for the formation of legal relations between the parties. When business actors publish product descriptions, photos, specifications, prices, or transaction terms, at that time binding rights and obligations are born. Because transactions occur without face-to-face, consumers do

not have the opportunity to physically inspect goods, so the dependence on digital information from business actors is very high. This dependence puts business actors in a legal position that is required to be more active to ensure consumer protection.

In e-commerce, the legal relationship between business actors and consumers is also influenced by the electronic systems used in transactions, including marketplace platforms, payment gateways, and logistics mechanisms. This digital complexity makes legal relationships born not only from sale and purchase agreements, but also from the use of electronic systems as a whole. Any system failure, negligence in order processing, or delay in delivery may have legal consequences for business actors. This shows that in the digital context, legal relationships are multilayered, because they involve a series of processes from digital offers, orders, electronic payments, to the receipt of goods. Therefore, business actors are required not only to provide appropriate products, but also to ensure safe, transparent, and accountable governance of electronic systems.

Legal relationships in e-commerce transactions require digital good faith from business actors. This good faith is reflected in how business actors present information, prepare agreement clauses, provide easy access to transaction terms, and provide space for consumers to file complaints or return goods. In practice, many disputes occur because business actors hide important information, include standard clauses that are detrimental to consumers, or fail to provide after-sales service. Therefore, the basic principle of digital legal relations places business actors as parties who must be more proactive, transparent, and responsible, while consumers still have an obligation to read, understand, and be careful in every transaction decision. This interaction forms a modern legal relationship built on a balance of rights and obligations, but with greater protection for consumers who are positioned to be on the weaker side of digital transactions.

The above description shows that the regulatory framework for consumer protection in e-commerce transactions in Indonesia has basically placed the legal relationship between business actors and consumers at a clear momentum, namely since business actors convey information, promises, or offers through electronic means. Judging from the Legal Protection Theory, these provisions essentially function as a preventive protection instrument because they seek to prevent consumer losses from the pre-transaction stage through information obligations and good faith. However, the preventive function will only be effective if the normatively regulated information obligations are actually carried out by business actors in practice. Consumers' high dependence on digital information, without a binding verification mechanism on the platform, shows that the binding power of legal norms is not fully proportional to the compliance of business actors in the field. This condition is the basis for the need to strengthen the accountability aspect, not only for business actors as promising parties, but also for platforms as parties that facilitate and control the flow of information between business actors and consumers.

**Weaknesses and Challenges in Regulatory Implementation**

**Incompatibility between legal norms and field practice.**

National regulatory frameworks, such as the UUPK, UU ITE, PP 80/2019, and the PDP Law, basically create ideal standards for how business actors should provide information, ensure transaction security, and protect consumers' personal data. This standard assumes equal

capacity between all business actors in the digital ecosystem. However, this assumption is not in accordance with the reality in the field where business actors have very different levels of digital literacy and resources, especially MSMEs that are still adapting to digital technology. As a result, universal regulations are unable to reach the complexity of heterogeneous practices.

The incompatibility between legal norms and field practices is evident in the aspect of providing product information. Regulations require business actors to provide true, clear, and honest information, and not to mislead consumers. But in practice, product descriptions are often generic, incomplete, or even misleading. Many merchants in the marketplace do not convey technical specifications, material composition, or condition of goods in detail. This happens not only because of bad intentions, but because of the low understanding of the information standards required by law, as well as the lack of binding verification mechanisms on digital platforms.

Inequality is also seen in the aspect of personal data protection. The PDP Law provides strict protections, including the obligation to obtain explicit consent, data processing security, and access rights for data subjects. However, most small businesses do not yet have the technological capabilities to meet these standards, for example in terms of encryption, secure storage, or data leak risk management. Many MSMEs still store consumer data manually or use third-party applications without knowing the applicable data protection standards. This creates a gap between the ideal demands of regulation and the technical readiness of business actors.

In addition, the development of digital products and business models occurs much faster than the regulatory formation process. The emergence of new payment systems, automated order processing features, fulfillment services, and artificial intelligence in shopping recommendations is not always accompanied by responsive settings. This makes legal norms often lag behind and not adaptive to technology that continues to develop. As a result, there is a legal gray area that makes business actors and consumers operate without certainty in several aspects of digital transactions.

In the context of law enforcement, this inconsistency is further exacerbated by the gap between formal dispute resolution procedures and the needs of consumers who want fast, simple, and digital-based resolution. The UUPK and the BPSK mechanism have not been fully transformed into an electronic model that is integrated with e-commerce platforms. Thus, although the law provides ideal norms, its institutional structure has not yet fully supported implementation on the ground. This discrepancy between norms and practices shows the need for a realistic regulatory approach in order for the law to function more effectively.

**Limited supervision mechanisms by the government and consumer protection institutions.**

Supervision of e-commerce transactions faces significant challenges due to the sheer volume of transactions, fast-paced, and decentralized. The government and consumer protection institutions, such as BPSK and YLKI, still use traditional monitoring mechanisms that are report-based, rather than early detection. With this reactive surveillance model, violations can only be addressed after a report has been made, rather than prevented in the first place. As a consequence, many consumer losses go undetected or addressed, especially in cases of fraud and manipulation of product information.

Technical limitations are the main inhibiting factor. Supervisory authorities do not yet fully have a technological system capable of automatically supervising product content, merchant activities, and transaction patterns. On the other hand, marketplace platforms have much greater data access and more advanced AI-based analytics capabilities. However, because there is no robust data collaboration mechanism yet, the potential for shared surveillance is not realized. As a result, the government cannot conduct effective digital audits of business actors in the e-commerce realm.

Supervision of personal data regulation is also very limited. Although the PDP Law has provided a new legal foundation, a strong, independent, and fully authoritative personal data authority institution is still in the process of being established. Without a single authority with investigative and enforcement capabilities, breaches related to the misuse of consumers' personal data often go unpunished. This situation creates security risks for consumers, especially when data is processed by businesses that do not meet data protection standards.

On the other hand, BPSK faces limited resources, both in terms of the number of members, budget, and digital-based dispute resolution facilities. In fact, e-commerce transaction disputes require a fast, flexible, and adaptive mechanism that can be done without face-to-face. Until now, most BPSKs in Indonesia have not operated using an integrated electronic system that allows online complaint submission, remote hearings, or the integration of dispute data with marketplaces. Thus, consumer dispute resolution is still slow and disproportionate to the dynamics of digital transactions.

Limited coordination between agencies also worsens the effectiveness of supervision. Digital trade is under various authorities such as the Ministry of Home Affairs, Communication and Informatics, OJK, ICC, and consumer protection institutions. However, regulatory coordination and supervision are often sectoral and not integrated. This asynchrony creates overlapping authority and oversight gaps in certain areas, such as digital advertising, supporting financial services, or e-commerce logistics. Therefore, strengthening the supervisory mechanism requires the integration of cross-agency systems and a data-driven supervision approach.

**Challenges of cross-border e-commerce.**

Cross-border e-commerce transactions bring more complex legal challenges than domestic transactions. When Indonesian consumers buy products from foreign traders, the question of which law applies becomes complicated because it is related to the principle of territoriality, the principle of domicile of the perpetrator, and the existence of the marketplace as an intermediary. National regulations such as PP 80/2019 do require foreign traders to register and comply with Indonesian law if they have significant activities, but their implementation is still weak so Indonesian jurisdiction cannot always be applied effectively.

Differences in consumer protection standards between countries also create uncertainty. Developed countries generally have stricter standards of digital consumer protection, while developing countries have a variety of rules. When transactions occur across jurisdictions, Indonesian consumers do not always get the same protection as if they were transacting with domestic traders. For example, return policies, quality assurance, and personal data protection are often subject to the standards of the merchant's country of origin, not Indonesian law.

The challenge is even greater when a dispute occurs. Cross-border dispute resolution mechanisms require special instruments such as bilateral agreements, mutual legal assistance,

or international harmonization schemes. However, Indonesia does not yet have a comprehensive framework that specifically regulates the settlement of cross-border e-commerce disputes. Consumers who have been harmed by foreign traders have had difficulty getting recovery due to language, legal, cost, and access to foreign authorities.

In addition, the issue of personal data security adds to the complexity of jurisdiction. Consumer data is often processed and stored in other countries that have different data protection provisions than Indonesia. When data leaks or misuse occur, law enforcement becomes difficult to carry out because it involves foreign authorities. International coordination for data protection is still limited, and there is no binding regional framework for the Southeast Asian region, unlike the European Union, which has GDPR as a common standard.

Global marketplace platforms such as Shopee, Amazon, Alibaba, or Temu add a new dimension to jurisdictional issues because they act as platforms, payment facilitators, and transnational logistics providers. Their position as "gatekeepers" means that national regulations often do not have sufficient coercive force over the platform's internal policies, including content moderation, foreign merchant verification, and refund mechanisms. This condition shows the need to strengthen international and regional regulations, as well as improve Indonesia's capabilities in digital diplomacy to protect consumers in cross-border transactions.

The three problems described above, namely the incompatibility of norms with practices, the limitations of supervision, and the challenges of cross-border jurisdiction, are essentially a manifestation of the same root problem, namely that ideally designed regulations have not been balanced with adequate institutional capacity and supervisory technology to reach the characteristics of massive, fast, and cross-border digital transactions. From the perspective of responsive regulation, an effective law should be able to adapt to the dynamics of the objects it regulates. The lagging behind the norms of the development of digital business models, coupled with supervision that is still reactive and sectoral, shows that the main problem lies not in the absence of rules, but in the weak effectiveness of these rules. Thus, the optimization of consumer protection cannot only rely on the formation of new norms, but must be accompanied by strengthening data-based supervisory capacity and clarity in the division of authority between institutions so that the norms that have been formulated ideally can truly function in practice.

1. Optimizing Consumer Protection Regulations in E-Commerce Buying and Selling Transactions
2. Assessment of the optimization of existing regulations in protecting consumer rights.

Legal protection for consumers in e-commerce buying and selling transactions in Indonesia is based on Law Number 8 of 1999 concerning Consumer Protection. This law is a lex generalis that regulates the legal relationship between business actors and consumers, including the fulfillment of basic consumer rights in every form of transaction, both conventional and electronic.

Consumer rights are explicitly regulated in Article 4 of the Consumer Protection Law, which includes the right to comfort, security, and safety in consuming goods and/or services, the right to choose, and the right to true, clear, and honest information about the condition and warranty of goods and/or services. This provision is the normative foundation in assessing the optimization of consumer protection in the e-commerce sector.

E-commerce transactions have special characteristics that distinguish them from conventional transactions, especially in the aspect of the absence of physical meetings between business actors and consumers. This condition increases the risk of information asymmetry, so that the obligation to provide information is a crucial element in protecting consumer rights preventively.

The obligation to convey correct and non-misleading information in electronic transactions is affirmed in Article 9 of Law Number 11 of 2008 concerning Information and Electronic Transactions as amended by Law Number 19 of 2016. The article states that business actors who offer products through electronic systems are required to provide complete and correct information related to the terms of the contract, manufacturer, and products offered.

The optimization of consumer protection regulations in e-commerce is also strengthened through Government Regulation Number 80 of 2019 concerning Trade Through Electronic Systems. This regulation regulates the obligation of business actors to clearly state business identities, provide a complaint mechanism, and ensure the fulfillment of consumer rights in terms of returning goods and canceling transactions.

An assessment of the effectiveness of regulations shows that normatively, consumer rights have been comprehensively accommodated. The main weakness lies in the level of compliance of business actors and the weak supervision of electronic commerce practices, especially in micro and small-scale business actors operating through digital platforms without legal entities.

The role of e-commerce platforms as transaction intermediaries is an important issue in optimizing consumer protection. Regulations have not fully placed platforms as legal subjects who have direct responsibility for consumer losses, so the protection provided is still indirect and depends on the platform's internal policies.

The protection of consumer personal data is a new dimension in e-commerce transactions that is closely related to consumer rights. Law Number 27 of 2022 concerning Personal Data Protection provides a strong legal basis in guaranteeing consumer privacy rights as data subjects in electronic transactions. Article 4 of the Personal Data Protection Law affirms the rights of data subjects, including the right to obtain information about the clarity of the identity of the data controller, the basis of the legal interest of data processing, and the purpose of using personal data. This provision is relevant in e-commerce transactions that rely on massive collection of consumer data. The principle of consent in the processing of personal data as stipulated in Article 20 of the Personal Data Protection Law is an instrument of preventive protection for consumers. Data processing without lawful consent has the potential to lead to consumer rights violations and weaken public trust in the digital commerce ecosystem.

The law enforcement mechanism against violations of consumer rights in e-commerce still faces structural obstacles. Dispute resolution through the courts is considered inefficient for consumers due to the lengthy process and relatively high costs, especially for small value disputes as is common in online transactions. Alternatives to out-of-court consumer dispute resolution as stipulated in Article 45 of the Consumer Protection Law have not been optimally optimized in the form of an easily accessible online mechanism. This condition reduces the effectiveness of substantive legal protection for e-commerce consumers.

The low level of consumer legal literacy also affects the optimization of existing regulations. Many consumers do not understand their rights as guaranteed in Article 4 of the

Consumer Protection Law, so they are reluctant to take legal action when they experience losses in e-commerce transactions. Synchronization between laws and regulations is an urgent need in order to optimize digital consumer protection. Harmonization between the Consumer Protection Law, the ITE Law, and the Personal Data Protection Law is needed so that there is no overlap of norms or legal gaps in their implementation.

A thorough assessment of existing regulations shows that the protection of consumer rights in e-commerce transactions already has a normatively adequate legal basis. The main challenges lie in the aspects of implementation, law enforcement, and supervision. Regulatory optimization requires strengthening the role of the state, increasing platform responsibility, and empowering consumers so that legal protection can be realized effectively and fairly.

The regulation of consumer legal protection in e-commerce buying and selling transactions is analyzed in depth through Legal Protection Theory. This theory emphasizes that the law must function as a means of protection for legal subjects from adverse actions, either through preventive or repressive protection. In the context of e-commerce, consumers are in a vulnerable position due to information asymmetry, dependence on digital systems, and limited access to enforcement mechanisms. Therefore, legal protection is not enough to be just normative, but must be effective and accessible in practice.

According to Hadjon, legal protection for the people includes two main forms, namely preventive legal protection and repressive legal protection. Preventive protection aims to prevent rights violations through clear, transparent, and participatory arrangements, while repressive protection serves to provide redress when violations have occurred through dispute resolution and law enforcement mechanisms. In the context of e-commerce transactions, these two forms of protection are particularly relevant considering the position of consumers who are vulnerable due to information asymmetry, dependence on digital systems, and limited access to rights enforcement mechanisms.

In terms of preventive protection, regulatory frameworks such as Law Number 8 of 1999 concerning Consumer Protection, Law Number 11 of 2008 concerning Electronic Information and Transactions and their amendments, as well as regulations in the field of trade through electronic systems have in principle regulated consumers' rights to correct information, transaction security, and clarity of business actors' identities. However, from the perspective of Legal Protection Theory, these arrangements are not fully effective as a prevention instrument because they are still sectoral, less integrated, and weak in supervision. As a result, legal norms that are supposed to prevent consumer losses are often unable to anticipate harmful digital practices, such as misleading product information, one-sided standard clauses, and misuse of personal data.

Meanwhile, in terms of repressive protection, Legal Protection Theory requires a dispute resolution mechanism that is able to provide fast, simple, and fair restoration of rights. In e-commerce practice, the litigation pathway through the courts is often not proportional to the value of the consumer's losses, while the non-litigation mechanisms available, including the platform's internal settlements, tend to be closed and not completely neutral. This condition shows that there is a gap between the legal protection promised by laws and regulations (law in the books) and the legal protection that is really felt by consumers (law in action). Thus, within the framework of Legal Protection Theory, consumer protection arrangements in e-commerce transactions have not fully fulfilled the legal purpose as a means of protection for

weaker parties, thus emphasizing the urgency of strengthening protection mechanisms that are both preventive and repressive, especially through the concept of more adaptive and fair dispute resolution.

The regulatory framework spread across the Consumer Protection Law, the Electronic Information and Transaction Law, as well as regulations in the field of trade through electronic systems have in principle provided a basis for legal protection. However, from the perspective of Legal Protection Theory, regulatory fragmentation and weak enforcement mechanisms show that there is a gap between the promised legal protection (law in the books) and the legal protection perceived by consumers (law in action). This condition confirms that consumer legal protection in e-commerce has not fully fulfilled the legal purpose as a means of protection for weaker parties, especially in fast, cheap, and fair dispute resolution.

b. Analysis of concrete cases of consumer disputes (e.g. Tokopedia, Shopee, Bukalapak).

E-commerce sales and purchase disputes are generally related to goods not in order, fraud (fictitious seller or damaged goods), payment problems (fictitious COD/refusal), and non-compliant shipping/delivery, with resolution through internal platform channels (customer service assistance, refunds), direct negotiations, or legal channels (Consumer Protection Law, mediation, arbitration, courts), with increasing consumer complaints Highlighting the importance of seller compliance with rules and transparency.

Based on a literature study, researchers found several cases of online sales and purchase disputes decided by the court, namely:

**Civil Case Number 629 /Pdt.G/PN Jkt. Sel**

Decision Number 629/Pdt.G/2020/PN Jkt.Sel is a default (breach of contract) case involving Celvin as the Plaintiff against Satrya, the owner of the "Namastudios" brand, as the Defendant. The case originated from a cooperation agreement dated January 31, 2020, in which Celvin acted as a reseller and paid Rp700,000,000 to Namastudios based on an agreement that the Defendant would deliver 12,000 bags in two stages: 4,000 bags by April 30, 2020, and 8,000 bags by July 30, 2020. However, by mid-2020 the Defendant had only managed to deliver 265 bags out of the total 12,000 promised, causing significant losses to the Plaintiff due to the failure to fulfill this obligation.

Viewed from the perspective of contract law, the transaction between Celvin and Namastudios had met the legal requirements for a valid agreement under Article 1320 of the Civil Code — namely, mutual consent, the capacity of the parties, a specific object, and a lawful cause — making the agreement binding on both parties. However, the Defendant was proven to have failed to fulfill its obligations properly and experienced delays, which was categorized as default (wanprestasi) under Article 1238 of the Civil Code, meaning the debtor is declared negligent through a warning letter, a similar deed, or by virtue of the agreement itself. Because this default caused substantial harm to the Plaintiff, Celvin pursued legal action through litigation by filing a lawsuit with the court.

The panel of judges ultimately granted the Plaintiff's claim in part, declared that the Defendant had committed an act of default, and ordered the Defendant to pay compensation of Rp700,000,000 plus a fine of Rp10,500,000 per month starting from April 2020 until the decision obtained final legal force, as well as to bear all case costs amounting to Rp1,511,600. Meanwhile, several other claims in the lawsuit were rejected by the panel of judges, including

the claim for reimbursement of house rental costs used as a warehouse (since there was no agreement regarding this matter), the claim related to the consequences of the Defendant's negligence (since this had already been addressed through the agreed fine), the claim for consultation and legal aid costs (since Indonesian Civil Procedure Law/HIR does not require such consultation), the claim for immaterial damages of Rp10,000,000,000 (since it was not supported by evidence of actual loss), the claim for a compulsory fine/dwangsom (since the monetary payment claim had already been granted), and the request for a provisionally enforceable decision (uit voerbaar bij voorraad), since it did not meet the requirements set out in Article 180 Paragraph (1) of the HIR in conjunction with Supreme Court Circular Letter No. 3 of 2000 and No. 4 of 2001.

**Civil Case Number 183/Pdt.G/2018/PN Medan**

This case began with a dispute between Rukiah, S.H. and Muhammad Faisal, S.H., M.H. as the Plaintiff against PT Tokopedia as the Defendant in the Medan District Court Decision No. 183/Pdt.G/2018/PN Medan, which began when the Plaintiff purchased a 13" MacBook Pro for Rp22,369,400 through Tokopedia and had paid in stages to the official account listed in the invoice, however, Tokopedia then canceled the transaction on the grounds of a nominal error in payment and only returned IDR 500,000, while the remaining funds of IDR 22,200,834 were not returned because it was claimed to have been channeled to another party, namely the seller of "Elipa Store". Tokopedia in its defense denied responsibility on the pretext that the losses occurred due to the user's own fault and stated that its role was only limited to an intermediary between the seller and the buyer according to its nature as a user content-based platform, but this argument is considered to be contrary to Law No. 11 of 2008 concerning ITE which affirms the responsibility of electronic system operators for the reliability and security of their systems.

The panel of judges considered that because the transaction was canceled before the funds were forwarded, the legal relationship between the buyer and seller had not been established, so the full responsibility rested with Tokopedia as a marketplace that was negligent in carrying out payment verification—an omission that was categorized as an unlawful act according to Article 1365 of the Civil Code. In addition, the standard clause in Tokopedia's terms and conditions that exempts itself from liability is declared null and void because it violates Article 18 paragraph (1) of the Consumer Protection Law, because consumers who are in a weak position cannot be forced to bear the consequences of the failure of electronic systems that are completely controlled by business actors. On that basis, the Medan District Court sentenced Tokopedia to compensate for losses of Rp22,200,834 and conveyed a public apology through three national media, while affirming the application of the principle of strict liability in electronic transactions, where business actors are responsible without the need to prove fault for the failure of the system they manage, in line with the obligations in Article 15 paragraph (2) of the ITE Law regarding the provision of correct and accurate information and responsibility for system operation.

When compared to Decision No. 629/Pdt.G/2020/PN Jkt.Sel which bases responsibility on contractual relationships based on Articles 1238 and 1320 of the Civil Code, this decision of the Medan District Court shows a broader construction of responsibility, namely the responsibility of the electronic system operator based on the principles of prudence and good faith which the panel of judges constructed close to the principle of absolute responsibility for system failures that are completely under the control of the platform. This comparison shows

that Indonesia's positive law has actually opened up space for platform responsibilities outside of conventional contractual relationships, but the space has not been explicitly and consistently formulated in laws and regulations so that its application still depends on legal findings by judges on a case-by-case basis, which ultimately reinforces the urgency of regulatory reconstruction so that the platform is firmly placed as a legal subject that bears Regulatory Accountability.

## CONCLUSION

This study showed that consumer legal protection in e-commerce transactions in Indonesia had a relatively adequate normative foundation through the Consumer Protection Law, the Electronic Information and Transaction Law, the Government Regulation on Trading Through Electronic Systems, and the Personal Data Protection Law. However, its implementation remained ineffective due to limited compliance among business actors, reactive and sectoral supervision mechanisms, unclear positioning of platforms as legally responsible entities, and limited legal enforcement in cross-border transactions, as reflected in the analyzed court decisions. Based on these findings, a reconstruction of consumer legal protection is needed through the integration of digital governance, including the affirmation of platform responsibility for system reliability, data security, and information accuracy, as well as the strengthening of regulatory accountability through regulatory harmonization, data-driven cross-agency supervision, and the transformation of consumer dispute resolution mechanisms, including BPSK, into faster and more accessible electronic processes. Furthermore, strengthened regional cooperation is required to ensure equal protection in cross-border transactions. Thus, consumer legal protection should move beyond merely established legal norms toward a protection system that is effectively implemented, responsive, and capable of ensuring fairness in digital transactions.

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