

## **The Comparative Analysis of Consumer Protection Regulations in E-Commerce Transactions in Indonesia, Singapore and Malaysia**

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**Abstract.** *Consumer protection for e-commerce transactions is a crucial thing that needs to be considered, starting from regulations, institutions, to implementation. It cannot be denied that consumer protection in Indonesia is not a priority for the government. This can be seen from outdated regulations, overlapping institutional authority, and ineffective implementation of law enforcement. Therefore, reform is needed by conducting comparative analysis between countries, for example with Singapore and Malaysia. The research method uses normative-comparative juridical research with a macro comparative approach. The research specifications used by the author are analytical descriptive and data sources through literature reviews using primary, secondary and tertiary methods. For data collection techniques, the author uses the library search technique. The research results showed that each regulation in each country has advantages and disadvantages, both in regulation and implementation. In Indonesia itself, regulations and their implementation still have many problems and need to be updated, especially in e-commerce (online) transactions. By updating these regulations, law enforcement can be strengthened and its implementation can be effective. Thus, preventing and reducing things that are detrimental to consumers and business actors.*

**Keywords:** *Comparative; Consumer; E-commerce; Protection; Transaction.*

## 1. Introduction

Citizens' rights to communicate and obtain information have been guaranteed legal protection and certainty by the constitution as stated in Article 28D Paragraph (1) and Article 28F of the 1945 Constitution of the Republic of Indonesia. Consumer protection refers to actions aimed at providing consumer protection and safety. Consumer empowerment, movement and representation are steps aimed at ensuring consumers are able to make wise choices regarding the goods they consume. Meanwhile, business actors can fulfill commitments to the goods and services they provide. E-commerce transactions are not only on the national stage, but also on the international stage. A comprehensive policy is needed to regulate and protect the parties, namely business actors and consumers. (Deky Paryadi, 2016)

*United Nations* establishing Guidelines for Consumer Protection, namely a massive policy to regulate consumer protection in its member countries. This policy contains the principles of consumer effectiveness, consumer protection regulations, law enforcement agencies and compensation mechanisms. As a consequence of the phenomenon of economic globalization, the opening of national markets should ensure the safety of the quantity, quality and safety of goods purchased. Therefore, the widespread practice of fraud and irregularities in e-commerce transactions means that the government must step in to safeguard consumer interests by upholding and recognizing consumer rights in several policies, agencies/institutions and other consumer organizations/associations.

In Indonesia, consumer protection in e-commerce transactions is guaranteed by several main regulations, including: Law No. 8 of 1999 concerning Consumer Protection (UUPK), Law No. 7 of 2014 concerning Trade, Law no. 19 of 2016 concerning Amendments to Law no. 11 of 2008 concerning Information and Electronic Transactions (UU ITE), as well as Law No. 27 of 2022 concerning Personal Data Protection (UU PDP). The Trade Law is an alternative policy implementing the *Bedrijfsreglementerings Ordonnantie* (BO) business, which was used during the Dutch colonial period, as the legal umbrella for trade in Indonesia. (Frans Winarta, 2014)

The reason for the formation of this regulation is reflected in the explanation of the general section of the UUPK. In general, it is stated that economic development that accompanies the development of globalization and free markets has caused an imbalance in the roles of business actors and consumers and has caused the role of consumers to be weak due to the minimal level of awareness of consumer rights. According to Arrista Trimaya, the existence of regulations is intended to provide a legal umbrella for government and non-

government institutions in empowering consumers by fostering and educating consumers. However, the existence of consumer protection regulations in e-commerce transactions cannot yet answer all questions regarding consumers, especially regarding the protection of consumer security and safety in e-commerce transactions. The causes of the weakness of these regulations can be seen from the substance of the policy, the application of law and dispute resolution, supporting facilities and infrastructure, as well as the legal culture in society. It is hoped that several of these regulations and institutions were formed by the Indonesian Government to protect the Indonesian people in carrying out e-commerce transactions, especially in resolving e-commerce transaction disputes. The role of other countries' regulations was also compared to improve the legal system and implement legal applications in e-commerce transactions.

Based on the description of this background, the formulation of the problem to be researched is: How is the comparative analysis of consumer protection regulations in e-commerce transactions in Indonesia, Singapore and Malaysia? And what are the advantages and disadvantages of consumer protection regulations in e-commerce transactions in Indonesia, Singapore and Malaysia?

Objectives of this research to find out and examine a comparative analysis of consumer protection regulations in e-commerce transactions in Indonesia, Singapore and Malaysia, as well as to find out the advantages and disadvantages of consumer protection in e-commerce transactions in Indonesia, Singapore and Malaysia.

## **2. Research Methods**

The research method uses normative-comparative juridical research with a macro comparative approach. By obtaining data based on primary data by conducting questions and answers by the relevant sources and secondary data through statutory regulations, reviewing textbooks (literature reviews), dictionaries, encyclopedias, materials from the internet, and others. Qualitative data analysis was used in this research.

## **3. Results and Discussion**

### **3.1. Comparative Analysis of Consumer Protection Regulations in E-Commerce Transactions in Indonesia, Singapore and Malaysia**

Consumer protection regulations in e-commerce transactions in Indonesia, Singapore and Malaysia have their own characteristics which aim to protect both parties involved, especially consumers who often experience losses.

### **a. Indonesia**

The main consumer protection regulations in Indonesia include: Law no. 8 of 1999 concerning Consumer Protection (UUPK); Law no. 7 of 2014 concerning Trade; Law no. 19 of 2016 concerning Amendments to Law no. 11 of 2008 concerning Information and Electronic Transactions (UU ITE); Law No. 27 of 2022 concerning Personal Data Protection (UU PDP); as well as Law No. 33 of 2014 concerning Halal Product Guarantees (UU JPH). In UUPK Article 1 regulates the definition of consumer protection, definition of consumer, definition of business actor, definition of goods and definition of services. Meanwhile, Article 4-7 UUPK regulates the rights and obligations of consumers as well as the rights and obligations of business actors, and Article 18 UUPK regulates the provisions for the inclusion of standard clauses. Furthermore, the definition of electronic transactions and matters regarding electronic transactions are regulated in the ITE Law and the PDP Law. Meanwhile, matters regarding halal guarantees for Muslims are regulated in the JPH Law. The definition of consumer in the UUPK defines that consumers in Indonesia must be pro-active. So, you need to be careful before carrying out e-commerce transactions. Apart from that, the definition of consumers in the UUPK states that they are final consumers so they are not resold/non-commercial. (*Global Regulatory Insight, 2023*)

In terms of law enforcement, it is under the jurisdiction of several government agencies which are also regulated in the UUPK. This agency is responsible for ensuring that e-commerce transactions comply with applicable laws and that consumer rights are protected. The main government institutions responsible for enforcing consumer protection regulations in Indonesia include: BPKN, BPSK, KPPU, LPKSM, and Regional Government Authorities. In Central Java Province, for example, there is a Department of Industry and Trade (Disperindag) which is an institution that enforces consumer protection at the provincial level. Disperindag oversees several divisions, one of which is the Consumer Protection Division (Standardization and Consumer Protection Division) to enforce consumer protection as a replacement for the BPSK which is in the process of being formed. Meanwhile, in resolving e-commerce transaction disputes, consumer protection institutions in Indonesia are guided by regulations that have been established by the Indonesian Government. In resolving disputes between consumers and business actors, be guided by Chapter X Article 45 UUPK. Both parties who have a dispute can settle it in court or outside court according to the agreement. The UUPK also stipulates sanctions for violations, in this case BPSK has the authority to impose administrative sanctions on business actors who violate certain articles in the UUPK. This administrative sanction can

take the form of compensation with a maximum amount of IDR 200,000,000.00. Meanwhile, criminal charges are stipulated in the UUPK for business actors for violations committed, subject to a maximum prison sentence of 2-5 years or a maximum fine of IDR 500,000,000.00- to IDR 2,000,000,000.00-.

The process of resolving disputes outside of court has structured and varied steps. First, conciliation, where consumer disputes are resolved with the help of a conciliator as a mediator. In conciliation, the conciliator delegates the forum to the parties completely and agrees to an agreement to issue a decision. Second, mediation, where disputes are resolved through the help of a mediator to provide an opinion. In mediation, the mediator also delegates the forum to the parties completely and agrees to an agreement to issue a decision. Third, arbitration, where both parties delegate BPSK to resolve the dispute. In arbitration, both parties determine the arbitrator from BPSK members who come from business actors, government elements and consumers as members of the panel. The arbitration award is final and binding for the parties, where the parties are given the opportunity during the trial process to study the trial file with permission from the chairman of the panel. With this structured flow, the dispute resolution process can take place carefully and effectively. (Maryanto, 2019)

Apart from the three alternative dispute resolution methods described above, Indonesia has another alternative for handling electronic transaction consumer disputes, namely Online Dispute Resolution (ODR). Even though there are no regulations that specifically regulate ODR, ODR has been discussed in several regulations, including the Law No. 30/1990 concerning Arbitration and Alternative Dispute Resolution which allows the use of electronic media in the implementation of the arbitration process and PP No. 80/2019 concerning Trading Through Electronic Systems, which allows e-commerce dispute resolution through electronic platforms (ODR) organized by advocates/mediators, accredited online arbitration institutions, and authorized government institutions. In general, ODR includes 4 specific mechanisms, including Online Settlement, Online Arbitration, Online Resolution of Consumer Complaints, and Online Mediation.

## **b. Singapore**

There are main laws in Singapore that regulate them, namely the Consumer Protection (Fair Trading) Act 2003 (CPFTA), the Electronic Transaction Act 1998, and the Personal Data Protection Act 2012. The CPFTA also stipulates additional regulations. However, in this regulation, there is no definition that explicitly

regulates consumer protection and electronic transactions. Meanwhile, the definition of consumer, definition of business actor, definition of goods, and definition of services are contained in Article 2 of the CPFTA. Although the definition of electronic transactions is not explicitly regulated, the CPFTA regulates the definition of consumer transactions in Article 2 of the CPFTA. Furthermore, regulations regarding the rights and obligations of consumers as well as the rights and obligations of business actors are not regulated in one particular article or chapter (the regulations are separate, but still in the CPFTA). Furthermore, the unfair provisions are contained in Chapter II of the CPFTA concerning Unfair Practices.

In Singapore, there is an institution to help consumers achieve their rights, namely the Consumer Association of Singapore (CASE). CASE is the first step when consumers have complaints about general problems that do not appear to be in accordance with consumer protection rights. CASE helps consumers who have suffered losses to obtain compensation through negotiation and mediation with business actors. CASE can also invite erring business actors to sign Voluntary Compliance Agreements (VCA) and promise to stop unfair practices and/or provide compensation to consumers who suffer losses due to unfair practices. If the offending business actor does not comply with the VCAs, CASE may refer the matter to the Competition and Consumer Commission of Singapore (CCCS) for investigation. The CCCS, as the governing body of the CPFTA, can also initiate an investigation without signing the VCA first. The CCCS has the power to apply to a court to declare a practice to be unfair. The CCCS can also apply for an injunction against the offending business. If suppliers under the order do not comply, CCCS can take them to court for contempt of court, which could result in fines and/or imprisonment. Separately, the Small Claims Tribunal (SCT) allows consumers to make claims against at-fault businesses with a maximum claim of S\$20,000 or S\$30,000 (if the parties agree). (Sareeya Galasintu & Chanakant Loveera, 2021)

Consumers in submitting claims are guided by Chapter 6 of the CPFTA, namely within 2 years after the date of the last significant event that became the basis for the action or the earliest date when the consumer became aware that the business actor was involved in unfair practices, whichever occurred later. The consumer must cancel the applicable contract under Section 11 of the CPFTA within 5 working days after the contract is signed, subject to other provisions. Parties to proceedings in the SCT may appeal to the General Division of the High Court against orders made by the SCT on issues of law or jurisdiction with the permission of the District Court (Article 38, Small Claims Tribunals Law). Generally, parties in proceedings in the District Court or General Division of the

High Court can also file an appeal. An appeal generally does not suspend the effect of any order made by the court, unless otherwise ordered by the court.

According to Frans Hendra Winarta (2016), in handling cases of small claims made online, Singapore also has a special institution, namely the Singapore International Arbitration Center (SIAC). In its implementation, SIAC is guided by the Arbitration Act, Cap 10, 2002, Rev Ed/Arbitration Act and the International Arbitration Act, Cap 143 A/IAA. In addition, other regulations, such as the UNCITRAL Arbitration Rules 2010, can be used by SIAC with the agreement of both parties. With these guidelines, the implementation of online arbitration by SIAC is clearer, starting from registration, the dispute resolution process, to the decision. Similar to ordinary arbitration, online arbitration uses electronic means in the implementation process. This process is the same as being carried out offline, the only difference is that it is carried out completely online. (Yongky Pieter Lahema & Imam Haryanto, 2021)

### **c. Malaysia**

General matters relating to consumer protection are regulated based on the Consumer Protection Act 1999 (CPA), which came into force on November 15 1999. In addition, there are regulations for electronic transactions, namely, the Electronic Commerce Act 2006 and the Personal Data Protection Act 2010. This CPA further supplemented by additional laws. The main and additional regulations explicitly regulate the definition of consumer, definition of supplier/business actor, and definition of goods in Article 3 of the CPA. Meanwhile, the definition of consumer protection, the definition of services, and the definition of electronic transactions are not explicitly regulated in the law (they are regulated in a separate section in the CPA law). Regarding definitions electronic and commercial transaction definitions can be found in section 5 of the Electronic Commerce Act 2006 (ECA).

Similar to Singapore, the rights and obligations of consumers as well as the rights and obligations of business actors not regulated in a particular section (separate settings, but still within the CPA). Although the consumer obligations section is not explicitly regulated in the Malaysian CPA, consumers have an obligation to comply with the CPA law and the contracts entered into by the parties. Regarding the definition of unfair terms/unfair terms, it is regulated in article 24A of the CPA.

The main institutions that supervise CPAs in Malaysia are *Ministry of Domestic Trade and Consumer Affairs* (MDTCA). In the event a claim is made under the

CPA, the Consumer Claims Tribunal (The Small Claims Tribunal) will have jurisdiction to hear cases not exceeding RM50,000. This court aims to provide an alternative forum to civil courts for consumers to claim compensation related to purchased products in an effective, efficient and low-cost manner. For those who violate unfair contract provisions, they will be subject to sanctions: If the person is a legal entity, they will be fined a maximum of RM250,000 and for second or subsequent violations, they will be fined a maximum of RM500,000; If the person is not a legal entity, then they are subject to a fine of not more than RM100,000 or imprisonment of up to 3 years or both, and for subsequent offences, a fine of not more than RM250,000 or imprisonment of up to 6 years or both. The Tribunal For Consumer Claims (TCC) has 2 forms of settlement efforts, namely conventional (general court) and online. In handling online disputes, Malaysia does not yet have special regulations regarding Online Dispute Resolution (ODR). However, ODR services in Malaysia have been running since 2004. These services provide negotiation, mediation, arbitration and online negotiation facilitation for any disputes. (Anusha Reddy, 2017)

**Table 1. Comparative Analysis of Consumer Protection Regulations in E-Commerce Transactions in Indonesia, Singapore and Malaysia**

	INDONESIA	SINGAPORE	MALAYSIA
<b>Main Rules</b>	Law 8/1999, Law 7/2014, Law 19/2016, Law 27/2022, Law 33/2014	CPFTA 2003, ETA 1998, and PDPA 2012.	CPA 1999, ECA 2006, and PDPA 2010
<b>Definition of consumer protection</b>	of Article 1 paragraph (1) UUPK	Not explained explicitly	Not explained explicitly
<b>Definition of e-commerce</b>	of Article 1 paragraph (2) ITE Law	Article 2 CPFTA	Article 5 ECA
<b>Definition of goods</b>	Article 1 paragraph (4) UUPK	Article 2 CPFTA	Article 3 CPA
<b>Consumer Definition</b>	Article 1 paragraph (2) UUPK	Article 2 CPFTA	Article 3 CPA



<b>Definition of business actor/supplier</b>	Article 1 paragraph (3) UUPK	Article 2 CPFTA	Article 3 CPA
<b>Consumer rights &amp; obligations</b>	Articles 4 & 5 chapter III UUPK	Chapter II article 6 and Chapter III CPFTA	Not explained explicitly
<b>Rights &amp; obligations of business actors</b>	Articles 6 & 7 chapter III UUPK Article 23 of the JPH Law	Not explained explicitly	Not explained explicitly
<b>Unfair terms</b>	UUPK Article 18 - Standard Clauses	CPFTA Chapter II articles 4,5 and 6	CPA Article 6 and Chapter IIIA
<b>Consumer protection agency</b>	UUPK Chapters VIII, IX, and XI  BPKN, BPSK, and LPKSM	<i>The Consumer Association of Singapore(CASE)</i> – however, is subject to separate legislation.	CPA Chapter XI – National Consumer Advisory Council
<b>Consumer Dispute Resolution</b>	UUPK Chapter IX	CPFTA Chapter II Article 7 – Small Claims Tribunals (SCT), CCCS (different laws)	<i>The Small Claims Tribunal</i> with regulations separate from the CPA.

### 3.2. The Advantages and Disadvantages of Consumer Protection Regulations in E-Commerce Transactions in Indonesia, Singapore and Malaysia

#### a. Indonesia

According to Niru Anita Sinaga & Nunuk Sulisrudatin (2015), Indonesia has several advantages, including: First, consumer rights are protected by being regulated in a number of regulations; Second, the UUPK regulates the roles and activities of consumer protection institutions, both government and private, by imposing administrative sanctions and class action lawsuits if a dispute occurs; Third, a number of regulations encourage business actors to improve the quality of the products they offer so that they are better, because there are sanctions for committing violations; Fourth, there is the PDP Law and ITE Law to protect consumers' personal information from misuse or theft by unauthorized parties; Fifth, a number of regulations encourage the growth of the digital market in Indonesia by giving consumers confidence to make online transactions, this can

be beneficial for e-commerce business actors and the digital economy as a whole. Although a number of regulations have several advantages, according to Rofiq Hidayat, there are several shortcomings that need to be taken into account, such as: there are conflicts in the formulation of article norms in the UUPK, the legal structure and law enforcement apparatus are experiencing a number of problems, the legal culture of Indonesian society is reluctant to report to the authorities, inconsistencies regulations with technological developments, and difficulties in resolving disputes.

### **b. Singapore**

According to Ronaldo Dwi Putro (2022), several advantages of consumer protection regulations in e-commerce transactions in Singapore include: First, comprehensive regulations governing e-commerce transactions, namely CPFTA 2003, ETA 1998, and PDPA 2012, which cover various aspects such as consumer rights, data privacy, transaction security, and dispute resolution; Second, strong law enforcement; Third, strong personal data protection; Fourth, active consumer education. There are several shortcomings that need to be considered in a number of these regulations, such as: First, the complexity of disputes between countries; Second, the difficulty of enforcement in the international realm; Third, regulatory incompatibility with technological developments; Fourth, there is a lack of consumer awareness about the risks in e-commerce transactions. (Sareeya Galasintu & Chanakant Loveera, 2021)

### **c. Malaysia**

According to Sakina Shaik (2011), Malaysia has several advantages including: comprehensive regulations, strong law enforcement, strong personal data protection, and active consumer education. Meanwhile, there are also shortcomings, including: difficulties in law enforcement of e-commerce transactions between countries, limited data privacy protection, and lack of consumer knowledge. Furthermore, the Court regarding Malaysian consumer claims has received criticism for a number of perceived weaknesses, including: The composition of the court is more heavy on people who have a legal background, does not provide representation by consumer associations, does not allow class actions, allows counterclaims from traders, allows companies and unincorporated entities to be represented by full-time paid employees, hearings are held on weekdays and during business hours, and no legal remedies are permitted against court decisions and the court's jurisdiction is limited.

#### 4. Conclusion

Every regulation in Indonesia, Singapore and Malaysia has advantages and disadvantages. Indonesia has several advantages, including: the definition of consumer protection and electronic transactions is clearly stated in Indonesian regulations compared to Singapore and Malaysia; implementing class action lawsuits and administrative sanctions which Singapore and Malaysia also do not apply; Muslim consumer rights are protected; and the rights and obligations of consumers and business actors are explicitly regulated by law. Despite its advantages, Indonesian regulations have a number of disadvantages, including: incompatibility of regulations with developments; there are contradictions in the formulation of norms in consumer protection regulations, low levels of consumer education; ineffective law enforcement by the Consumer Protection Agency; and a community culture that is reluctant to report disputes if a dispute occurs. Meanwhile, consumer protection regulations in e-commerce transactions Singapore and Malaysia have several advantages and disadvantages that are not much different. The advantages are: provisions in comprehensive regulations; strong law enforcement; adequate personal data protection; and active consumer education. The disadvantages are: difficulty of enforcement in the international realm; incompatibility of regulations with technological developments; and there are still consumers who are less aware of the risks of online transactions.

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**Regulation:**

1945 Constitution of the Republic of Indonesia

Code of Civil law

Consumer Protection (Fair Trading) Act 2003 of Singapore

Consumer Protection Act 1999 of Malaysia



Electronic Commerce Act 2006 of Malaysia  
Electronic Transactions Act 1998 of Singapore  
Government Regulation Number 71 of 2019 concerning Implementation of  
Electronic Systems and Transactions;  
Government Regulation Number 80 of 2019 concerning Trading via Electronic  
Systems.  
Law No. 19 of 2016 concerning Amendments to Law No. 11 of 2008 concerning  
Electronic Information and Transactions  
Law No. 27 of 2022 concerning Personal Data Protection  
Law No. 33 of 2014 concerning Halal Product Guarantees  
Law No. 7 of 2014 concerning Trade.  
Law No. 8 of 1999 concerning Consumer Protection