

The Legal Protection in Crime of E-Commerce Transactions

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Abstract. *The E-commerce can usually be carried out between business actors, marketplace owners and also with consumers, including the use of the internet and the World Wide Web which is used to sell products and services for consumers. The provisions of Article 1 point 2 of Act No. 11 of 2008 in conjunction with Act No. 19 of 2016 Concerning Electronic Information and Transactions, state that electronic transactions are legal acts carried out using computers, computer networks or electronic media. Electronic buying and selling transactions (E-Commerce) is one of the embodiments of the provisions above. The type of research used in this study is the normative juridical type. The normative juridical research method is a research method that refers to the legal norms contained in laws and regulations. The research used in this research is descriptive analytical research. The classification of prohibited acts in the ITE Law is regulated in nine articles, from Article 27 to Article 37. The construction of these articles regulates in more detail the development of traditional crime modes as stated in the Criminal Code (KUHP). Buying and selling transactions, even though they are carried out online, based on the ITE Law and PP PSTE are still recognized as electronic transactions that can be accounted for. The Electronic Contract itself according to Article 48 paragraph (3) PP PSTE must at least contain the following matters; party identity data; object and specification; Electronic Transaction requirements; prices and fees; procedures in the event of cancellation by the parties; provisions that give the right to the aggrieved party to be able to return the goods and/or request a product replacement if there are hidden defects; and the choice of law for settlement of Electronic Transactions.*

Keywords: *E-Commerce; Protection; Transactions.*

1. INTRODUCTION

Advances in digital technology combined with telecommunications have brought computers into their "revolution" times. In the early 1970s, PC or Personal Computer technology was introduced as an alternative to mini computers. With a set of computers that can be placed on a desk (desktop), a manager or technician can obtain data or information that has been processed by a computer (at a speed similar to that of a mini computer).¹ The use of computers in companies is not only to increase

¹ Tri Rachmadi, (2020), *Pengantar Teknologi Informasi*, Tiga E book, Bandung, p. 15

efficiency, but also to support more effective work processes.² Unlike in the computerization era where computers were only "private property" of the company's EDP (Electronic Data Processing) Division, in this second era every individual in the organization can take advantage of computer sophistication, such as to process databases, spreadsheets and data processing (enduser computing). The use of computers among companies is increasingly widespread, especially supported by the nature of competition that has changed from monopoly to free market. Indirectly, companies that have utilized computer technology are very efficient and effective compared to companies whose processes are still managed manually. It was in this era that the computer entered its new chapter, namely as a facility that can provide a competitive advantage for companies, especially those engaged in services or services.³

The provisions of Article 1 point 2 of Act No. 11 of 2008 in conjunction with Act No. 19 of 2016 Concerning Information and Electronic Transactions, states that electronic transactions are legal acts carried out using computers, computer networks or electronic media.⁴ Electronic buying and selling transactions (E-Commerce) is one of the embodiments of the provisions above. In this electronic buying and selling transaction, the parties involved in it, carry out legal relations as outlined through a form of agreement or contract which is also carried out electronically and in accordance with the provisions of Article 1 number 17 Law no 11 of 2008 in conjunction with Law no 19 2016 concerning Information and Electronic Transactions (ITE), referred to as electronic contracts, namely agreements contained in electronic documents or other electronic media, this includes e-mails used as "written notifications" in electronic transactions.⁵ Thus all buying and selling transactions via the internet are carried out without any face-to-face meetings between the parties, they base the buying and selling transactions on mutual trust. So that the sale and purchase agreement that occurs between the parties is also carried out electronically either via e-mail or other means. Therefore there is no agreement file like in a conventional buying and selling transaction.⁶

E-commerce can usually be carried out between business actors, marketplace owners and also with consumers, including the use of the internet and the World Wide Web which is used to sell products and services for consumers. Businesses in today's digital era, mostly focus on online business mode transaction activities and have the opportunity to build buying and selling activities with a better system by using a more humane and personal relationship with customers without depending on anything.⁷

² Anna Lisfasari Anis , dkk, Pengaruh Aplikasi Sistem Manajemen Informasi Objek Pajak, Motivasi Kerja & Tingkat Pendidikan Terhadap Kinerja Aparatur Pajak Di Kantor Bpkd Kabupaten Soppeng, *Jurnal Mirai Management* Volume 3 No.1 2018, p. 48-65

³ Fudji Sri Mar'ati, E-Commerce Dalam Kejahatan Bisnis, *Among Makarti*, Vol.4 No.8, Desember 2011, p. 100-123

⁴ See Act No. 11 of 2008 on Electronic Information and Transaction

⁵ *Ibid*

⁶ Rini Putri Cahyani Matara, Kajian Yuridis Tentang Kejahatan Ecommerce & Penegakan Hukumnya, *Lex et Societatis*, Vol. V, No. 2, 2017, p 91-99

⁷ Kevin Yoga Prasetyo, Pengaruh E-Commerce terhadap Tindak Kejahatan Siber di Era Milenium untuk Generasi Milenial, *Journal of Education and Technology*, 1(2) (2021), p. 81-86

The growth of e-commerce, and the future of the nation's economy in the digital realm should be a joint focus on building collaboration and maximizing economic value in observing the potential of the Indonesian nation in the world of digital economy as predicted by research institute McKinsey & Company. On the other hand, data recorded on the World Market Monitor says that the digital economy plays an active role in contributing USD 155 billion or the equivalent of 9.5% of Indonesia's GDP in 2025 consisting of increased employment of USD 35 or the equivalent of 2.1% of GDP and boosting productivity by 120 USD or 7.4% of Indonesia's GDP.⁸

In line with the rapid/rapid growth of e-commerce and increasingly sophisticated technological developments, cybercrimes are not spared. Cybercrime is a crime committed online or based on technology. The increase in internet users has led to many parties committing cybercrimes. As said Kaspersky which is a cybersecurity company,⁹ that e-commerce and other business platforms will always be the main targets of cybercrime as people's addiction to online shopping increases.¹⁰

The use of E-Commerce media in the world of commerce has had an impact on the international community in general and the Indonesian people in particular. For the Indonesian people, this is related to a very important legal issue. The importance of legal issues in the field of E-Commerce is primarily in providing protection for parties conducting transactions via the internet. Given the importance of this matter, Indonesia in 2008 issued a special regulation that regulates transactions via the internet, namely Act No. 11 of 2008 concerning Information and Electronic Transactions, hereinafter abbreviated as UU ITE.¹¹

2. RESEARCH METHODS

The type of research used in this study is the normative juridical type. The normative juridical research method is a research method that refers to the legal norms contained in laws and regulations.¹² The research used in this research is descriptive analytical research, namely research that describes how phenomena or events occur in the object to be studied. And do data analysis to get the conclusion.¹³

⁸ Sheryn Lawrencya, Margamu Desy Putri Dewi, Kejahatan Siber Sebagai Penghambat E-Commerce Dalam Perkembangan Industri 4.0 Berdasarkan Nilai Budaya Indonesia, *Serina Tiga Untar*, December 2021, p. 277-287

⁹ Moch. Marsa taufiqurrohman, dkk, Meninjau Perang Siber: Dapatkah Konvensi-Konvensi Hukum Humaniter Internasional Meninjau Fenomena Ini?, *Jurnal Kawruh Abiyasa*, Vol 1. No. 2(2021) p. 145-166

¹⁰ *Ibid*

¹¹ Lathifah Hanim, Perlindungan Hukum Bagi Para Pihak Dalam E-Commerce Sebagai Akibat Dari Globalisasi Ekonomi, *Jurnal Pembaharuan Hukum* Volume I No. 2 May-August 2014, p. 191-200

¹² Soerjono Soekamto, (2004), Sri Mamuji, *Penelitian Hukum Normatif*, Raja Grafindo Persada, Jakarta, p.14

¹³ Andarusni Alfansyur, Mariyani Seni Mengelola Data: Penerapan Triangulasi Teknik, Sumber & Waktu Pada Penelitian Pendidikan Sosial, *Jurnal Historis*, Vol 5, No 2 (2020), p. 146-150

3. RESULTS AND DISCUSSION

3.1. E-Commerce Legal Arrangements Based on Act No. 11 of 2008 Jo Act No. 19 of 2016 concerning Information and Electronic Transactions

In general, e-commerce can be defined as all forms of trade/trade transactions of goods or services using online-connected electronic media known as the internet, these trading activities are part of business activities.¹⁴

E-Commerce Transaction Arrangements in Act No. 11 of 2008 Jo Act No. 19 of 2016 (hereinafter referred to as the ITE Law) includes the gateway to harmonization of conventional law and law in the digital era, with the recognition of e-documents as well as an extension of the procedural law in force in Indonesia (Article 5 of the ITE Law). However, it is recognized that the ITE Law still requires derivative PPs as implementation guidelines in translating the implementation of the electronic transactions themselves.

The classification of prohibited acts in the ITE Law is regulated in nine articles, from Article 27 to Article 37. The construction of these articles regulates in more detail the development of traditional crime modes as stated in the Criminal Code (KUHP). In these eleven articles, 20 forms/types of ITE crimes are formulated. While the criminal threat is determined in Article 45 to Article 52 of Act No. 11 of 2008 in conjunction with Act No. 19 of 2016.¹⁵ One of the crimes prohibited in the ITE is a crime that prohibits everyone intentionally and without right from spreading false and misleading news that results in consumer losses in Electronic Transactions Article 28 paragraph (1).

Article 28 paragraph (1) of Act No. 11 of 2008 in conjunction with Act No. 19 of 2016: every person intentionally and without right spreads false and misleading news which results in a criminal act in Article 28 paragraph (1), if detailed, consists of the following elements:

- a) Mistake: intentionally;
- b) Against the law: without rights;
- c) Actions: spreading;
- d) Object: fake and misleading news;
- e) Constitutive Effects: resulting in consumer losses in electronic transactions.

Article 28 paragraph (1) which regulates consumer protection. This is very reasonable considering that many trade transactions are carried out using computer/internet media where both producers and consumers have never met each other. So that the aspect of trust (trust) plays an important role in trade transactions.¹⁶

¹⁴ Munir Fuady, (2001), *Hukum Kontrak : Dari Sudut Pandang Hukum Bisnis*, Buku Pertama, Citra Aditya Bakti, Jakarta, p 34

¹⁵ Adami chazawi & Ardy Ferdian. *Tindak Pidana Informasi & Transaksi Elektronik*, Media Nusa Creative, p. 3

¹⁶ Rini Putri Cahyani Matara, *Kajian Yuridis Tentang Kejahatan Ecommerce & Penegakan Hukumnya*, *Lex et Societatis*, Vol. V/No. 2/Mar-Apr/2017, p 91-99

Act No. 11 of 2008 which has been amended in Act No. 19 of 2016 concerning Information and Electronic Transactions (UU ITE) this rule is the first legal rule regarding the internet in Indonesia. In the existing legal rules as stated trade is regulated therein. In this case e-commerce is quite clearly stated in the rules starting from, understanding, understanding, legal basis, organizers, legal relations of electronic transaction actors as well as accurate information, and consumer protection.¹⁷

3.2. Forms of Legal Protection against E-Commerce Transaction Crimes

Even though we know the basic philosophy of advertising, "Tell the truth and the whole truth".¹⁸ Regarding legal protection, especially with online trading patterns, it is indeed quite complicated. Moreover, law in cyberspace does not only cover one territory, but covers all regions of the world.¹⁹ Through e-commerce all the formalities that are commonly used in conventional transactions are reduced, besides of course consumers also have the ability to collect and compare information such as goods and services more freely without being limited by region (borderless).²⁰

Buying and selling transactions, even though they are carried out online, based on the ITE Law and PP PSTE are still recognized as electronic transactions that can be accounted for. The Electronic Contract itself according to Article 48 paragraph (3) PP PSTE must at least contain the following matters; party identity data; object and specification; Electronic Transaction requirements; prices and costs; procedures in the event of cancellation by the parties; provisions that give the right to the aggrieved party to be able to return the goods and/or request a product replacement if there are hidden defects; and the choice of law for settlement of Electronic Transactions.

Indonesian people themselves usually carry out e-commerce transactions through online stores and marketplaces. Marketplaces and online stores have differences in that Marketplace is a place on the internet where many parties gather to process buying and selling transactions, there are those who want to find an item and there are other parties who want to sell goods. Conventionally, the marketplace concept can be analogous to a traditional market where many people gather at the place to make buying and selling transactions. The marketplace provider acts as a facilitator that facilitates meetings and legal transactions between sellers and buyers. Examples of online marketplaces in Indonesia are Tokopedia, Bukalapak and Shopee. While online stores can be analogous to retail stores that are operated virtually. The seller will provide goods wholesale and sell them retail to customers through communication via the internet. Examples of online stores in Indonesia are Blibi.com and Zalora. Apart from having differences between online shops and marketplaces, they also have similarities which lie in the use of internet media as the main means of their business. According to data submitted by the Director of Informatics Empowerment, Directorate General of Informatics Applications of the Ministry of Communication and Informatics,

¹⁷ Dewa Gede Ananta Prasetya, dkk, Tinjauan Yuridis Industri E-Commerce Dalam Melakukan Kegiatan Transaksi Online, *Jurnal Konstruksi Hukum*, Vol. 3, No. 2, April 2022, p. 365-370

¹⁸ Iman Sjahputra, (2002), *Problematika: Hukum Internet Indonesia*, Jakarta: Prehallindo, p. 78

¹⁹ *Ibid*

²⁰ Dikdik M. Arief Mansur & Elisatris Gultom, (2009), *Cyber Law : Aspek Hukum Teknologi Informasi*, Refika Aditama, Bandung, p. 144

Septriana Tangkary stated that the growth in the value of electronic commerce (e-commerce) in Indonesia reached 78 percent, the first highest in the world. Indonesian people themselves warmly welcome the emergence of many online shops and online marketplaces because they consider e-commerce as an answer to a buying and selling transaction that is practical and easy. Where we just have to look at the goods and their specifications, then we just have to choose a payment system.²¹

In general, consumer legal protection in e-commerce transactions, both with the COD payment system and other payment systems, is regulated in Act No. 8 of 1999 concerning Consumer Protection and specifically regulated through Government Regulation (PP) Number 71 of 2019 concerning the Implementation of Consumer Protection Systems and Electronic Transactions. In Act No. 8 of 1999 article 1 number 1 it is explained that the meaning of Consumer Protection is all efforts that guarantee legal certainty to provide protection to Consumers. According to Article 2, consumers themselves are all users of goods and or services available in society, both for the benefit of themselves, their families, other people and other living things and not for trading.

4. CONCLUSION

The classification of prohibited acts in the ITE Law is regulated in nine articles, from Article 27 to Article 37. The construction of these articles regulates in more detail the development of traditional crime modes as stated in the Criminal Code (KUHP). In these eleven articles, 20 forms/types of ITE crimes are formulated. While the criminal threat is specified in Articles 45 to Article 52 of Act No. 11 of 2008 in conjunction with Act No. 19 of 2016. In general, consumer legal protection in e-commerce transactions, both with the COD payment system and other payment systems, is regulated in Act No. 8 of 2016. 1999 concerning Consumer Protection and specifically regulated through Government Regulation (PP) Number 71 of 2019 concerning Implementation of Electronic Systems and Transactions.

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²¹ <https://www.balitbangham.go.id/detailpost/perlindungan-hukum-konsumen-dalam-transaksi-e-commerce-di-marketplace-dengan-sistem-pembayaran-cod-c>

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