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Legal Protection For Online Media Consumers In Default Cases

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Abstract: This research aims to know and understand the form of default by the seller to the buyer in the online buying and selling contract, as well as to know and describe the legal protection for buyers in the event that the seller defaults on the online buying and selling contract. type of normative juridical research with a statute approach and conceptual approach Data collection from secondary materials is carried out by library method and analyzed using qualitative methods. The result of this research is the occurrence of default by the seller to the buyer in the online sale and purchase contract due to the non-fulfillment of obligations by the seller, causing losses to the buyer. The seller breaks the promise as written in the contract. The seller's right is to receive payment according to the agreed price and time, while the seller's obligation is to deliver goods or services according to the agreement. The forms of default in online buying and selling agreements, viewed from the seller's side, include sending goods but not in accordance with what has been agreed upon and the absence of accountability. The form of prevention taken is what has actually been regulated in the UU-ITE, KHUPer, PP and other laws and regulations as a form of legal protection for consumers. As a form of understanding and knowing the legal protection of consumers who default on transaction users through online media focuses on legal settlements against default of transaction users through online media.

Keyword: Legal Protection, Sale and Purchase, Default.

INTRODUCTION

The development of e-commerce is currently very significant due to the existence of many marketplaces that dominate the Indonesian market which provide facilities for transactions for businesses and buyers, no wonder the marketplace is the best choice and lifestyle to meet needs without having to interact with many people. There are several marketplaces circulating in Indonesia, such as Shopee, Lazada, Tokopedia, BukaLapak to Tiktok and others, of course, (Arleani Firizky Rimanadi, 2021) these marketplaces have their own characteristics, through e-commerce that is currently developing, consumers have the ability to collect and compare information in quality such as goods and services more widely without being limited by region. Basically, buying and selling is done face-to-face

between consumers and business actors, while this does not apply to buying and selling through electronics because the nature of electronic buying and selling crosses the country without borders and must have adequate rules. (Elisatris Gultom, 2003)

Indonesian people are facilitated to fulfill all their needs, starting from clothing, shelter, and food, only by using applications through smartphones that are widely circulated, for example, the use of the TikTok application is one of the companies that innovates with the high enthusiasm of the public in using entertainment applications in the form of 15-second videos or arguably social media applications but there are changes now the TikTok application has a feature for shopping under the name TikTokshop which is a feature in the application that has skyrocketed among the public because of its affordable price besides that, (Hanifah Ayyattika, 2022) the TikTok application can compete with the marketplace that existed first. affordable, practical, efficient is the meaning of shopping via the internet. For the public or consumers, the internet is likened to a “world shopping center” with its practical transaction methods. affordable, practical, efficient is the meaning of shopping via the internet. But the use of the internet to meet needs also needs to be considered so that consumers do not feel disadvantaged in the transactions that are being carried out even though consumers have paid attention to everything in their online transactions, sometimes everything does not go smoothly as expected.

Trading or buying and selling activities can also harm consumers and require consumer protection who experience rights not being given and are not suitable or harm consumers in the use of products and mismatches of goods ordered. Business actors are entitled to compensation in the form of responsibility as business actors. The term consumer protection is familiar, according to Law Number 8 of 1999 Article 1 paragraph 1 “Consumer protection is all efforts that ensure legal certainty to provide protection to consumers”, as 18 paragraph (1) of the ITE Law regulates that Electronic Transactions as outlined in the Electronic Contract are binding on the parties in connection with these provisions according to Article 1338 of KUHPerdata legally binding agreements must be made in good faith, cannot be canceled unilaterally without the consent of both parties and apply as law to the parties who make them.

Judging from some of the previous discussions described above, the author feels it is important to conduct a study specifically regarding the legal protection of consumers using online media in default who feel disadvantaged in digital transactions against the discrepancy of rights obtained by the seller in the ongoing agreement with the settlement of sellers who commit violating behavior considering that no one has discussed this issue, making the author feel interested in researching this discussion by telling what kind of legal protection for consumers is obtained and how the settlement of defaults experienced by consumers this scientific journal has an element of novelty in its preparation and is very relevant to be discussed. so that the author feels interested in researching related to this discussion, so the author raises the title, namely “**Legal Protection For Online Media Consumers In Default Cases**”.

METHOD

The author uses a type of normative research method in this research which is a research method based on legal norms such as laws and regulations, information such as news and personal experience in using the media, conflict of norms between the UUPK and KUHPerdata the issue that is the problem in this paper. The author uses research that focuses on the study of views and doctrines related to the legal issues studied. Which aims to find legal rules, legal doctrines, and legal principles to answer the legal issues at hand, especially those relating to legal protection against defaulting consumer parties with legal settlements, based on the provisions of civil law and consumer protection.

RESULTS AND DISCUSSION

How is Legal Protection protects Consumers of Default cases on Transaction Users Through Tiktok Online Media

How does Legal Protection act Against Defaults Experienced by Consumers in Transactions via the Online Media Tiktok?

Based on Law No. 8 of 1999 on Consumer Protection Article 4 of the Consumer Protection Law (UUPK) outlines the rights of consumers engaging in online transactions. These rights are explicitly defined and protected under the UUPK. Consumers have the right to pursue legal action against businesses if their rights are violated due to unfair practices in online transactions. As per Article 4 of the UUPK, "consumers have the right to have their opinions and complaints about goods and/or services heard.". Articles 4(b) and (h) provide recourse for consumers in e-commerce, particularly when they receive goods that do not conform to the sales contract. These clauses state that "consumers have the right to choose and obtain goods and/or services with the promised prices, terms, and warranties, and consumers will be compensated with a refund if the goods and/or services received do not conform to the contract."

The UUPK serves as the primary legal framework for safeguarding consumer rights in online transactions. Consumers must be vigilant and proactive in protecting their rights when engaging in online transactions. If a consumer's rights are violated, they should seek legal counsel and pursue appropriate remedies.

Article 18 of the Consumer Protection Law (UUPK) addresses the issue of standard clauses, also known as boilerplate clauses, and their potential to create an imbalance of power between consumers and businesses in contractual relationships. The UUPK aims to protect consumers from unfair standard clauses by prohibiting businesses from imposing certain terms and conditions that could be detrimental to consumer rights. According to Article 1 (10) of the UUPK, standard clauses are defined as "rules or conditions unilaterally established by the business and presented in a binding document/contract that is filled out by the consumer." Article 18 (1) d of the UUPK outlines the specific types of standard clauses that are prohibited. These include clauses that: Directly or indirectly force the consumer to take unilateral action; Are unrelated to the goods or services purchased by the consumer on installment.

By preventing businesses from imposing unfair terms, the UUPK safeguards consumer rights and ensures that consumers are not subjected to unreasonable or discriminatory conditions. The UUPK promotes a more balanced and equitable approach to contracting, ensuring that both consumers and businesses have a fair say in the terms of their agreements. By prohibiting unfair standard clauses, the UUPK helps to prevent consumers from suffering financial or other losses due to unfair terms and conditions. Overall, Article 18 of the UUPK plays a crucial role in protecting consumer rights and promoting fair contracting practices in Indonesia.

The Consumer Protection Law (UUPK) plays a pivotal role in safeguarding consumer rights and ensuring fair contractual practices in Indonesia. Specifically, Article 18 of the UUPK addresses the issue of standard clauses and their potential to create an imbalance of power between consumers and businesses. Additionally, the UUPK outlines the responsibilities of businesses in protecting consumer rights and ensuring compliance with contractual obligations. Article 18 (2) and (3) of the UUPK empower businesses to reject standard clauses that are unclear, difficult to read, or incomprehensible. Any contractual point that violates the provisions of Article 18 (1) and (2) is deemed null and void.

Article 18 of the UUPK emphasizes the responsibility of businesses to protect consumer rights in contractual agreements. Businesses are held accountable for any breach of contract (wanprestasi). Article 18 (3) of the UUPK declares that standard clauses that violate the provisions of the UUPK are invalid. This implies that such clauses are considered as if

they never existed. Article 19 of the UUPK outlines the specific obligations of businesses towards consumers in contractual agreements. Article 23 of the UUPK provides recourse for consumers in case of non-compliance by businesses. Consumers can file complaints or initiate legal proceedings against businesses that fail to fulfill their obligations under Article 19. Overall, the UUPK serves as a comprehensive framework for protecting consumer rights and promoting fair contractual practices in Indonesia. By understanding the key provisions of the UUPK, consumers can effectively safeguard their interests and businesses can ensure compliance with their legal obligations. (Haryono, Troeboes Soeprijanto, Lathifatu Khoirun Nisa, 2023)

The Consumer Protection Law (UUPK) No. 8 of 1999 serves as a crucial legal instrument in governing the rights and obligations of both businesses and consumers engaged in online transactions through platforms like TikTok Shop. This law aims to safeguard consumer interests and ensure fair practices in the digital marketplace. Article 4(c) of the UUPK specifically addresses the protection of consumer rights in cases where the quality or condition of goods received does not match the advertised product on TikTok Shop. This constitutes a violation of consumer rights and causes harm to consumers. Furthermore, Article 4(c) emphasizes the right of consumers to receive accurate and comprehensive information regarding the condition, warranties, and other relevant details of products or services. This implies that businesses have a legal obligation to provide truthful information to enable consumers to make informed purchasing decisions.

In light of these provisions, businesses operating on TikTok Shop must adhere to Transparency and Honesty in Advertising: Businesses should ensure that product descriptions, images, and promotional materials accurately represent the actual products being offered. Avoid misleading or exaggerated claims that could create false expectations among consumers; Clear and Accessible Product Information: Provide detailed and easily accessible information about product specifications, warranties, delivery timelines, and return policies. This information should be readily available on product pages and easily understandable to consumers; and Prompt and Effective Complaint Resolution: Establish a responsive customer service mechanism to address consumer complaints and concerns promptly and effectively. Take necessary steps to rectify issues and provide appropriate compensation where warranted.

By adhering to these principles, businesses can not only protect consumer rights but also foster trust and loyalty among their customers, leading to long-term success in the online marketplace. In conclusion, the UUPK plays a vital role in regulating online transactions and ensuring that consumer rights are upheld in the digital realm. By understanding and complying with the provisions of this law, businesses operating on TikTok Shop can create a fair and transparent environment for consumers, promoting a thriving and sustainable e-commerce ecosystem.

The Consumer Protection Law (UUPK) and the Civil Code (KUHPPerdata) are two fundamental legal frameworks in Indonesia that address consumer rights and remedies. While both laws aim to protect consumers from harm, there are subtle distinctions in their approaches to addressing consumer damages. The UUPK and KUHPPerdata play complementary roles in safeguarding consumer rights and addressing damages arising from contractual relationships. While the UUPK focuses specifically on consumer protection in cases of intentional fraud, the KUHPPerdata provides a broader framework for contract law and damages. (Putra, I Putu Sika dan I Gede Artha, 2023) Understanding the distinctions between these two laws is crucial for both consumers and businesses in seeking effective remedies and upholding fair contractual practices.

How to Resolve Legal Disputes from Consumer Default in Online Transactions on Tiktok.

Legal resolution for breach of contract by online transaction users usually occurs due to inconsistencies between the rights granted and the quality of the goods received not being in accordance with those promoted on TikTok Shop or damage to products and goods. In acts of breach of contract committed by business actors through TikTok Shop promoting a product that does not match the promises, it has the consequence of causing losses to consumers.

These losses can be divided into two types, namely material and non-material losses. Material losses are defined as compensation for losses that are calculated and nominalized, such as the replacement of goods, money, expenses, or others. Meanwhile, non-material losses are compensation for losses that cannot be nominalized, such as disappointment, trauma, fear, and so on. In civil law, there is a requirement for a basis for a claim for liability, namely something that causes someone to be liable.

Business actors have a responsibility for the things they produce or use in commercial activities to consumers in the event of a lawsuit for a product that has a defect that causes a discrepancy with what was promised. The responsibility of business actors for losses suffered by consumers when there is a discrepancy between the rights granted and the quality of the goods is not good or the condition of the goods is not in accordance with what was purchased and sold by TikTok Shop is regulated in Article 1365 of the Civil Code which determines the obligation to compensate for losses to someone who commits an unlawful act and has a detrimental impact on others.

This implies that there is an understanding that consumers who suffer losses due to the actions of business actors can file claims for compensation through the courts. Therefore, in accordance with Article 4 letter c of the Consumer Protection Law (UUPK), business actors are obliged to provide accurate, clear, and truthful information regarding the warranty conditions for the goods. Thus, if there is an error in information, the business actor is obliged to bear all responsibility for anything that causes losses to consumers. In addition, losses suffered by consumers caused by business actors selling goods on the TikTok Shop online shopping application can be held accountable with compensation submitted by consumers for wrongful or negligent acts carried out by business actors in accordance with Article 19 paragraph (1) of the UUPK which states "Business actors are responsible for providing compensation for damage, pollution, or consumer losses due to the consumption of goods or services produced or traded"

Compensation or damages refer to such as refunds or exchanges of goods received by consumers with goods according to their orders. The form of compensation for losses experienced by consumers is in accordance with Article 19 Paragraph (2) of the Consumer Protection Law (UUPK), where business actors can be asked to refund money or replace damaged (defective) goods with new ones of the same type or equivalent value.

The Consumer Protection Law (UUPK) limits the time frame for providing compensation to consumers to one week (7 days) after the online transaction, as stipulated in Article 19(3). This provision has been criticized for being unfair to consumers, as it can leave those who discover a problem with their purchase after the 7-day deadline without any recourse.

If a consumer only becomes aware of an issue with their purchase on the 8th day or later, they are not entitled to compensation under Article 19(3). This can be a significant hardship for consumers, especially for those who have purchased expensive or essential items. Critics argue that the 7-day time limit is too short and does not adequately protect consumer rights. They propose that the law should be amended to allow consumers to seek compensation for losses that occur within a reasonable period after the purchase, regardless of the exact date of the transaction. A more consumer-friendly approach would be to set the

time limit for compensation at 7 days from the date the consumer discovers the problem, rather than 7 days from the date of the transaction. This would ensure that consumers have a fair opportunity to identify and report any issues with their purchases and seek appropriate remedies. It is important to note that there are ongoing discussions and debates surrounding the potential revision of Article 19(3) of the UUPK. Consumer advocates and legal experts continue to push for a more consumer-centric approach that ensures fair and equitable treatment for individuals who experience losses due to defective or misrepresented products.

Overall, Article 19 of the Consumer Protection Law (UUPK) differs substantially from the Civil Code (KUHPperdata) in terms of compensation for damages. Article 1246 of the KUHPperdata outlines the elements of compensation for damages, which include Costs or Expenses or fees incurred by the consumer in the process of purchasing goods; Losses caused by defects, damage, or loss of goods or property due to the fault of one of the parties; and Interest that can be understood as the profit that should have been obtained by one of the parties if there had been no negligence or intentional actions in the sales transaction process.

In summary, Article 19 UUPK provides broader and more consumer-friendly protections for compensation for damages compared to the more general provisions of the KUHPperdata.

In contrast, Article 19, (Kemalasar, Luh Putu Dian, and I. Ketut Artadi, 2013) particularly subsection (2), focuses solely on compensation for damages related to the purchased goods, either through a refund or replacement. The issue arises regarding the expenses or costs incurred by the consumer during the purchasing process. Therefore, Article 1246 of the Civil Code (KUHPperdata) and Article 19 subsection (2) of the Consumer Protection Law (UUPK) differ in substance regarding compensation for damages.

Furthermore, the substance of Article 19 subsections (1) and (3) also does not align with Article 1365 of the KUHPperdata. This can be observed in Article 19 subsection (1), which does not specify the term "fault." In contrast, Article 1365 of the KUHPperdata clearly outlines the basis for liability arising from someone's fault or negligence and does not stipulate a different timeframe for providing compensation compared to Article 19 subsection (3), which specifies that compensation must be provided within 7 days of the transaction

In summary, the provisions exhibit notable differences in terms of scope, compensation for losses, causation, burden of proof, and the specification of fault. Article 19 UUPK provides consumer-specific protections for compensation related to goods and services, while Article 1246 KUHPperdata applies to a broader range of obligations. Article 19(2) UUPK's focus on refunds or replacements may not adequately address consumer expenses, and Article 19(1) and (3) UUPK's deviations from Article 1365 KUHPperdata highlight potential inconsistencies. (Soedjono, Soemardjono Brodjo, 2014)

Article 48 of the Consumer Protection Law (UUPK) outlines the settlement of disputes through the court, explaining that consumers who feel aggrieved by business actors can file a lawsuit through the appropriate court in accordance with the provisions of Article 45 of the UUPK, which falls under the jurisdiction of the general civil court system.

In contrast, Article 47 of the UUPK regulates out-of-court settlements that can be pursued by consumers to ensure that the detrimental acts caused by business actors against consumers will not happen again. Consumers who wish to pursue an out-of-court route can file their complaints with the Consumer Dispute Settlement Body (BPSK) in accordance with Article 49 paragraph (2) of the UUPK.

Article 28 of the UUPK establishes the element of "fault" as the burden of proof in a claim for damages, placing the responsibility for this burden on the business actor. This burden of proof is crucial in determining whether a civil lawsuit will be granted.

Article 1365 of the Civil Code (KUHPperdata) can serve as the basis for allocating the burden of proof, establishing the rules regarding who must provide evidence to support their claim to a right based on an event or to refute the right of another person. In the context of

transaction liability on TikTok Shop, business actors can still be held accountable, especially if there are rights not granted to consumers, defects in the products transacted, or discrepancies that may cause losses to consumers.

Regarding the resolution of consumer losses in transactions on TikTok Shop, it can be carried out through deliberation between the business actor and the consumer. If a result is obtained from the deliberation, that result is expected to be a solution to the problem for both parties, such as a refund or replacement of goods. However, if the deliberation does not lead to the desired outcome, it will move to a written agreement in the form of a BPSK decision, which must be issued no later than 21 working days after the application is submitted to the BPSK secretariat.

CONCLUSION

Legal protection for consumers against goods received that do not meet the quality promoted on TikTok Shop is regulated in the Consumer Protection Law (UUPK) under Articles 4(c) and (h), 7(b) and (f), and 8(1)(f) of the UUPK. In addition to the UUPK, it is also stipulated in Law No. 11 of 2008 concerning Information and Electronic Transactions (UU ITE), precisely in Article 4 of the UU ITE and also Article 9 of the UU ITE.

The settlement of consumer losses due to the discrepancy between the quality of goods received and those promoted on TikTok Shop is to provide compensation as regulated in Article 19 of the UUPK. This differs substantially from the Civil Code (KUHPerdata) in terms of compensation. If the business actor fails to provide compensation, the consumer can file a lawsuit in court as regulated in Article 23 of the UUPK. This article essentially states that a lawsuit can be filed through the Consumer Dispute Settlement Body (BPSK) or through other judicial institutions located in the consumer's jurisdiction. Deliberation can also be an option other than going to court.

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