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# Analysis of Legal Protection for Consumers and Businesses in E-Commerce Transactions

**Shafira Zahru*, Alip Rahman, Anom Sutrisno**
Universitas Swadaya Gunung Jati, Indonesia
Email: shafirazahru@gmail.com*, alip.rahman@ugj.ac.id, anom_sutrisno@ugj.ac.id

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**ABSTRACT**

The rapid growth of e-commerce has transformed trading systems, offering convenience, broader product access, and cost efficiency. However, it also presents legal challenges, particularly regarding consumer protection and the accountability of business actors for defective or non-conforming products. Frequent complaints indicate systemic issues in product quality and information transparency, highlighting the need for effective legal frameworks to ensure fairness and trust in digital transactions. This study aims to analyze legal protection for consumers and business actors in Indonesian e-commerce, focusing on rights, obligations, and the enforcement of liability in multilateral digital transactions. Normative legal research was employed, using legislative and conceptual approaches to examine primary, secondary, and tertiary legal sources, including the Consumer Protection Law, the Civil Code, the Electronic Information and Transactions Law, and Government Regulation No. 80 of 2019. The results indicate that consumers are safeguarded through rights to accurate product information, product safety, and compensation for losses, while business actors are provided with legal certainty and protection from bad-faith claims. The discussion highlights the balance between preventive and repressive protections and the enforcement of strict liability for non-conforming products. In conclusion, the existing legal frameworks effectively establish fairness, accountability, and trust in e-commerce. Future research could investigate implementation challenges across platforms and the impact of emerging technologies on legal compliance and consumer protection.

## INTRODUCTION

The development of information and communication technology plays a significant role in the rapid transformation of today's trading system. One form of this is the digitalization of trade, where the emergence of various e-commerce platforms enables the linking of buying and selling transactions into a virtual bridge that is free from space and time (Ramli et al., 2020). Transactions that previously occurred when sellers and buyers met in person or physically, are now conducted through online mechanisms in transactions that allow buying and selling without physical presence. Digitalization has many advantages for the parties involved and related parties. The public gains ease of access, time and cost, offering a variety of product alternatives from one brand that are not only affordable but also allow for comparison (Dianta, 2023). In a short time, this condition immediately increases the intensity and volume of e-commerce transactions in Indonesia.

In other words, despite the availability of various products and services, the development of e-commerce has also created additional legal issues related to consumer protection and business liability. For example, consumers often receive products that do not match the description on the platform, are of substandard quality, or pose risks that endanger the user's safety and health.

This is reflected in the numerous consumer complaints in the e-commerce sector. According to data from the Ministry of Trade, from 2022 to March 2025, there were 20,942 consumer complaints, 92.7% of which involved e-commerce transactions. Meanwhile, in the first quarter of 2025, 1,657 consumer complaints were filed, the majority of which involved complaints about items not as promised, damaged goods, and warranty claims. Furthermore, according to research by the Ministry of Trade, substandard goods in circulation have resulted in economic losses of IDR 15 billion. In this regard, the problem of substandard products in e-commerce transactions is not an isolated incident, but a systemic problem that has a significant impact on consumers.

The legal implications arising from the indirect nature of e-commerce transactions are clearly different from those of other transactions. In online transactions, consumers do not have the opportunity to directly see and physically inspect the goods or their quality before making a purchase. Therefore, every decision made by consumers regarding these transactions depends entirely on the information, images, and descriptions of these products provided by the business actor via digital media (Siregar, 2024). This consumer dependence on business actors turns out to make them incredibly vulnerable, especially if the content provided is detrimental, incomplete, detrimental, or does not match the actual condition of the product. Therefore, the legal relationship between the business actor who has this information and the consumer is unbalanced, which will ultimately lead to losses for consumers, both material and immaterial.

The above problem is further complicated when business actors fail to take responsibility for their merchandise. In e-commerce transactions, business actors are often found to consistently absolve themselves of responsibility by shifting blame to third parties, such as shipping service providers or other parties. The use of standard clauses in these electronic agreements, which often "restrict" consumer rights, is often used as a compelling reason for not being able to provide compensation (Soediono et al., 2023). This raises the legal issue of whether business actors can always be involved in any form and regardless of the amount, whether from a civil law perspective or consumer protection principles, which involve many parties in the transaction, namely sellers, marketplaces, and logistics service providers.

As background information, several previous studies have attempted to examine issues related to consumer protection in e-commerce transactions (Kaze et al., 2024). They also argued that the issue of business actor responsibility has become a personal concern (Putri & Budiana, 2018). Other studies have also addressed contractual obligations for traded products and the validity of electronic agreements in digital transactions (Novita & Santoso, 2021).

However, the discussions contained in various books, articles, journal articles, seminar papers, and dissertations are therefore only normative or general in nature, and do not sharply focus on the characteristics of products in e-commerce sales and their legal implications for business actors alone. Accumulatively, these studies mostly focus on the legal relationship between sellers and consumers and less often discuss the increasingly complex ecosystem in e-commerce, for example, between marketplaces as mediators, banks, and logistics as distributors of goods.

From the brief description above, this study identified a research gap. Observing the frequently occurring practice, the researcher presented it in a study of positive law in Indonesia, specifically related to the determination of legal subjects responsible for products and the application of the principle of legal responsibility in multilateral e-commerce transactions. In fact, the inclusion of multiple legal subjects in a single digital transaction series raises legal issues related to the division of responsibility in the event of consumer losses. Based on this gap, the novelty of this research lies in its not only examining the normative basis of business actors' liability based on statutory regulations and legal doctrine, but also in its forms and limitations in digital transaction practices involving various actors.

This is especially important given the increasing number of consumer complaints regarding products that do not comply with e-commerce transaction guidelines, demonstrating the need for a balance between norms and realities (Rondo & Lie, 2025). While a consumer protection framework has been agreed upon, its implementation within the e-commerce ecosystem model faces various obstacles faced by e-commerce creators, consumers, and existing product providers. These include legal interpretation of product descriptions, liability, product non-conformity, and the role and resolution of disputes.

Therefore, the institution's research is crucial for entities that comprehensively understand this issue, simultaneously understanding the legal responsibilities of products to businesses. This research is expected to contribute to policymakers engaging consumers and businesses within the country to adopt laws that will ensure fair, secure, and legally just transactions and executions.

How is the legal protection for consumers and business actors studied in e-commerce transactions?

This study aims to analyze legal protection for consumers and business actors in e-commerce transactions based on the concept of legal justice, so that the balance of rights and obligations of the parties in realizing electronic transactions that are safe, fair, and provide legal certainty can be identified.

## METHOD

### Types of research

This type of legal research is normative legal research, which examines legal norms, rules, and principles within a legal system. Generally, normative legal research examines law as a norm or written rule. This type of research aims to explore legal principles, legal systematics, and the level of synchronization between laws and regulations (Wiraguna, 2024). The author of this study chose normative legal research because the problem being studied is the analysis of laws and regulations, legal doctrine, and the concept of legal responsibility applicable in the Indonesian legal system, particularly regarding the responsibility of business actors for product non-conformity in e-commerce transactions.

### Types of Research Approaches

In this study, the author also uses two approaches, namely the legislative approach and the conceptual approach to explore positive legal provisions and understand the concepts and legal doctrines relevant to the discussed theme. The legislative approach is carried out by researching and analyzing applicable regulations and provisions, including the Consumer Protection Law, Book Three of the Civil Code, the ITE Law, and the Government Regulation on Commerce Through Electronic Systems. The conceptual approach is used to explore doctrines, principles, and legal theories regarding business actor responsibility, product non-conformity, and consumer protection during digital transactions.

**Research Data Sources**

The data used in this paper comprise primary legal materials, secondary legal materials, and tertiary legal materials. Primary legal materials are in the form of provisions and laws and regulations that are directly related to the research object. Secondary legal materials are in the form of legal literature obtained from law books, scientific journals, other written works regarding research results, and the opinions of legal experts related to the research object. Meanwhile, tertiary legal materials are supporting scientific materials sourced from legal dictionaries and legal encyclopedias with the aim of clarifying the meaning of terms used in this paper.

**Legal Material Analysis**

The legal materials were analyzed qualitatively using descriptive-analytical methods. All collected legal materials were classified and systematized according to the research problem formulation, then analyzed to gain a comprehensive understanding of the regulations and forms of legal liability for business actors regarding product non-conformity in e-commerce transactions. The results of this analysis were then used to draw logical and argumentative conclusions to address the research problems and provide relevant recommendations.

## RESULT AND DISCUSSION

In accordance with the formulation of the problem concerning the issue of legal protection in this case for consumers and business actors regarding e-commerce transactions, the research emphasis is only focused on two different aspects, namely from the consumer side and from the business actor side for legal protection.

**Consumer Protection and Legal Obligations of Business Actors in E-Commerce**

Buying and selling transactions have now become an integral part of people's daily lives. Simultaneously, previously conventional buying and selling transactions have also undergone transformation. One is the increase in transaction heuristics. The second is e-heuristics, which involve transactions assisted by e-commerce or products dependent on digital technology (Xia et al., 2024). Such transactions are also conducted electronically, such as e-commerce, or purchasing goods or services electronically. Platform-operating systems, of course, provide the most efficient solution, both storage and transactions, and eliminate the need for physical stores (Satory & Nuraeni, 2024).

But behind the advantages of various conveniences when buying goods from e-commerce, there are also several challenges, especially related to legal aspects and consumer protection. Buying and selling via e-commerce has relatively high risks compared to buying goods conventionally, one of which is product incompatibility, deception, or information discrepancies between what is listed and what is fulfilled by the manufacturer (Saputra, 2024). For example, there are many literature journals regarding factual academic studies, where consumers often receive products that are damaged or experience product incompatibility, not fresh or fragrant, goods and services of second class quality, or durable goods that do not match the quality promised by the manufacturer (Rachmat & Riyanto, 2024). This is a form of product mismatch transaction in e-commerce buying and selling which implicitly causes conflict in the transaction relationship between consumers and business actors.

In e-commerce transaction practices, defective goods that are often the object of disputes include mobile phones with damaged screens or non-functioning batteries, laptops with specifications that do not match the description, cosmetics that have expired, damaged packaged food, clothes with sizes that differ from the information displayed, and household electronic equipment that cannot be used as intended.

This phenomenon raises important questions about the extent to which business actors can be held accountable when products marketed through electronic platforms violate consumer rights (Ariyanto et al., 2021). In other words, e-commerce transactions typically involve intermediaries or third parties, such as marketplaces or transportation and logistics companies. However, as business actors, the line of responsibility lies with them, and they are responsible for ensuring that the products or services they market are safe, of high quality, and match the descriptions provided to consumers.

This is why the role of law in consumer protection is so crucial. In Indonesia, the law covering consumer rights violations has been clearly defined in Law No. 8 of 1999 concerning Consumer Protection. According to Article 4 paragraph 3, consumers are responsible for receiving correct, clear, and detailed information regarding the status and quality of goods or services, including various product forms. What this section means is that each business actor must be responsible for the detailed quality of the products sold and provided to consumers and must provide accurate information to buyers. Regardless of whether the market accepts it or not, a consumer has the right to compensation, as stated in Article 7 of the Consumer Protection Law.

Legally, e-commerce businesses -are subject to the principle of strict liability. This means that businesses must be responsible for losses suffered by consumers due to product inconsistencies or non-conformities without proving fault. This principle is important because consumers are in a relatively powerless position, have limited physical access to products before purchase, and rely significantly on digital information.

Article 7 of the Consumer Protection Law explicitly affirms the obligations of business actors. Business actors must act in good faith in carrying out business activities, provide accurate, clear, and honest information about the conditions and requirements of the products and services offered, including how to use, care for, repair, and maintain them. Then, treat consumers honestly and non-discriminatory, guarantee the quality of goods or services that meet standards, provide consumers with the opportunity to try the goods and/or services, or provide relevant guarantees. If losses occur due to the use of the product, business actors are required to provide compensation, damages, or replacement in accordance with applicable provisions.

Article 8 of the Consumer Protection Law also stipulates the actions of business actors. This article is equally important in the discussion of the consequences of failing to provide information to the public. Furthermore, this article involves expanding the power granted to consumers. Specifically, Article 2 requires business actors not to sell damaged, empty, used, or contaminated goods without providing complete and accurate information to customers about the physical condition of the goods. Article 2 demonstrates that transparency is not simply an act of behavior, but should be the result of a legally mandated obligation.

This is because consumers cannot provide full and consistent guarantees for the products they purchase. In the event of product nonconformity, business actors' responsibilities are regulated in Article 19 of the Consumer Protection Law. According to this article, business actors are willing to provide compensation for damage, contamination, or other losses to consumers related to the results of their activities. Compensation can take the form of a refund, replacement of other similar products and services of the same quality, health care, or other compensation in accordance with the law. This compensation must all be paid within seven days of the transaction date .

However, providing the compensation in question does not mean that criminal prosecution is impossible. As stipulated, compensation does not apply to holding businesses accountable if they can then prove to investigators that the loss was caused by consumer error. This article of the law stipulates that consumer protection and guarantees are not merely intended to introduce so-called consumer rights, but also contain substance. Emphasizing that these consumer rights can lead to the holding of business owners responsible. Therefore, the regulation of the compensation mechanism establishes the legal standing and incentives that exist for businesses to continue to review the quality and safety of their products or products .

Based on Philipus M. Hadjon's legal protection theory, consumers, as the weaker party in electronic transactions, must receive both preventive and repressive protection. Preventive protection is realized through the obligation of business actors to provide accurate and complete information about the products being traded. Repressive protection, on the other hand, is realized through the consumer's right to compensation in the event of a violation of their rights or loss resulting from an electronic transaction.

**Civil Liability of Business Actors and Regulatory Basis for Non-Conforming Products in Electronic Transactions**

In extra, what is included in the type of regulation to protect consumers remains that the business actor's obligation for product non-conformity is civil law, and what is intra is the Indonesian Civil Law, the Civil Code, specifically the part regulated by Article 1504 to Article 1512. Applicable as a law, allows the historical assumption of the non-conformity of the related goods to be hidden, if it affects a certain value about the ordered product that cannot be seen or should be seen during delivery to the customer, making the goods unfit for use or unable to be used .

Article 1504 stipulates that the seller must be responsible for the goods if they suffer from hidden nonconformities, rendering them unusable for their intended purpose or impairing their function. In other words, if the buyer knew about the nonconformity before purchase, he would likely not have purchased them. Or at least, he would have paid less. Therefore, the article affirms the principle of protection as it applies to the seller against the exact type of loss resulting from hidden nonconformities .

However, not all non-conformities can be attributed to the seller. Article 1505 states that the seller is not responsible for non-conformities that are apparent and that the buyer could have legitimately known from his inspection of the goods. Therefore, this provision also requires the consumer who receives the goods to check the suitability of the goods themselves. Article 1506 indicates that the seller is responsible for latent non-conformities that have existed in the goods for a relatively long time, even though they were not known to him, except in the provisions where the seller has limited his liability in relation to certain non-conformities .

If a hidden defect is protested by the buyer and proven, article 1507 gives the buyer the right to choose between refusing the return of the goods and demanding the refund of the price paid for them, or keeping the goods and requesting partial payment of the price already paid, in both cases with/conditionally limited to the case of the opportunity to deal with the fact that it has really become useless: based on the decision of a competent judge (article 1499) and on expert advice. The essence of this article also reflects the intervention of the legislation between a fairly rational flexibility regarding the resolution of sodet disputes and reforms in consumer protection .

If the seller is aware of the discrepancy, he is owed a refund of the purchase price, along with additional costs, damages, and interest. If the seller is unaware of the discrepancy, he only needs to return the goods to the seller and pay the price of the goods and other costs incurred for purchase and delivery. If the seller's role is confiscated by the state, he must reimburse the loss caused by the absence of the goods on the date the discrepancy was discovered. The seller must reimburse the loss he has incurred, as long as this loss is due to the buyer, except for losses caused by individual events that favor the buyer's negligence. This provision does not apply to sales contracts but is authorized by the authority that controls the books. Regarding claims for hidden discrepancies, they must be sued within the time limit determined by law which depends on the nature of the hidden error and the customs of the country.

The rules regarding obligations and performance obligations are also regulated in the Civil Code Article 1233, including: every obligation gives rise to obligations for the party making the promise; every obligation that cannot be fulfilled since it began to bind the party making the promise. If in a transaction the product received by the consumer from the e-commerce sector does not comply with the agreement that has been made, it can be said that the business is in breach of contract. The business actor must bear the losses arising from these actions to consumers in accordance with applicable law, either by returning the money or goods made or other forms of compensation regulated by statutory regulations (Pratiwi & Lubis, 2024).

Furthermore, regarding the legal aspects regulated by the Consumer Protection Law (UUPK) and the Civil Code (KUHPerdata), technological developments and e-commerce platform systems have played a significant role in rapidly minimizing the risk of product non-conformities. E-commerce provides easier access for consumers and provides digital mechanisms for businesses to more conveniently provide more transparent and structured product information. Legally, businesses must provide accurate, clear, and honest information about a product.

First, Article 9 of Law No. 11 of 2008 concerning Electronic Information and Transactions or the ITE Law, is required to contain correct information. Business actors who offer their products through electronic systems and correct information include, among others, the terms of the contract, the manufacturer, and the type of product characteristics offered. Second, the prohibition of fake news is regulated in the ITE Law through Article 28 paragraph 1. The minimum prohibition that is the company's legal responsibility is to ensure that digital information distributed through e-commerce platforms does not cause misunderstandings between consumers and the rights of the goods or services being sold .

Furthermore, Government Regulation No. 80/2019 concerning electronic commerce also strengthens the obligations of business actors. Article 13 of the PMSE PP, paragraph 2, explains that all information provided must be true, clear, and honest. This includes the truth and accuracy of the information, clarity of advertisements and physical goods obtained, suitability for consumption, legality of goods or services, quality, price clarity, and sterile access to the product. Furthermore, the PMSE PP also regulates consumer rights if they are dissatisfied with a product they have purchased. Article 69, paragraph 1 stipulates, "traders are required to complete an exchange or cancellation within a maximum of two business days from the consumer's receipt of the goods." Exchanges or cancellations can occur if the result is the trader's actions, consumer error, late delivery, discrepancies, hidden defects, damage, or expired products. This regulation implicitly provides greater protection for consumers in the e-commerce realm, while encouraging business actors to be more careful in managing the products and services they manage.

From the analysis of various laws and regulations mentioned above, such as the Consumer Protection Law (UUPK), the Civil Code (KUHPerdata), the Electronic Information and Transactions Law (UU ITE), and the Regulation on Consumer Protection (PP PMSE), it can be concluded that consumers are well protected in transactions involving non-conforming products. The availability of e-commerce services is a moral obligation to safeguard products, and ensuring that even ordinary products have strict legal obligations. Products sold should conform to their specifications, be safe for use or consumption, and must be accompanied by accurate, clear, and unambiguous information. In the case of non-conforming products, business actors must comply with all existing regulations. This legal regulation helps achieve a balance between technological advances in digital commerce and human rights that protect consumers, creating public trust in a secure e-commerce transaction ecosystem that serves everyone on the internet.

The concept of fairness in e-commerce transactions not only protects consumers but also businesses. Businesses have the right to protection from bad-faith consumer actions, such as filing false complaints or misusing the return system. Therefore, the law must balance both parties to ensure legal certainty and fairness.

**Implementation of Responsibilities and Legal Sanctions for Business Actors in Electronic Commerce Operations**

In practice, the formulation of compensation for non-conforming products by business actors has several forms. As a civil law obligation, business actors are obliged to provide compensation to consumers who have suffered losses, even losses experienced not only in money but also in material losses. The form of compensation can be in the form of providing money according to the price of the goods that have been purchased, providing similar goods at an equivalent price, and can even be in the form of compensation in the form of providing health services and funds for physical services if physical losses occur (Walukow, 2020). This mechanism confirms that consumers do have the right to obtain goods and services in accordance with the contract and specifications, even this mechanism provides access to consumers to obtain recovery for the losses they suffer.

In addition to civil sanctions, business actors can be subject to criminal sanctions and/or administrative sanctions if the business actor provides products that violate the provisions of the law. For example, e-commerce business actors who do not replace non-conforming products can be threatened with a maximum of five years in prison and a maximum fine of IDR 2 billion. Article 62 paragraph 1 of the PK Law in conjunction with Article 7 of the PK Law. If the perpetrator does not kill in violation of illegal products, then violation sanctions can include requirements for confiscation of goods, issuance of a court decision announcement, revocation of sales permits, or payment of compensation through the BPSK or the Court .

More serious legal action also results from content that does not match product information. Under the Consumer Protection Law, those who trade goods that do not match the description, facilities, prices, promotions, or information promised by them can be subject to criminal sanctions. This is a life sentence or a maximum sentence of 12 years and/or a maximum fine of IDR 12,000,000,000.00. Furthermore, Article 63 of the Consumer Protection Law provides administrative sanctions in the form of: confiscation of certain goods; orders to stop activities that are detrimental to consumers; withdrawal of goods from circulation and revocation of business permits .

One method mentioned above is through a claims mechanism or complaint procedure established by the e-commerce platform based on the user's needs. For example, many platforms impose a time limit of two to twenty-four hours for customer correspondence, or offer a longer claim period for customers who pay using virtual currency. However, such methods limit the customer's obligation to initiate correspondence regarding a product's deficiencies, as is customary. For example, they are instructed to file a formal claim for compensation, which can be done through a refund, return of goods, or other compensation .

In the claims process, consumers are obligated to prove the non-conformity of the goods. Consumers are required to provide evidence in the form of documentation of the condition of the goods, such as photos or videos, as well as proof of the sales transaction (Lubis et al., 2024). However, business actors are also obliged to provide accurate, complete, and non-misleading information from the start of the goods transaction. Research also found that several e-commerce platforms have provided additional features in an effort to increase consumer transparency and trust. These features include product verification, consumer review systems, and certain quality guarantees (Zahra et al., 2025). These features act as additional mechanisms for the risk of product non-conformity and provide consumer guidance before purchasing.

However, legal liability must still be met. Business criminals must bear the consequences for the legal products they own, even if the legal products are distributed through electronic platforms. Because the platform only helps us conclude the agreement, business criminals own our products and issues. This aligns with the principle of legal liability, as costs cannot be fully transferred to meet the contractual requirements in the case of third parties or technology. Business criminals can always assume legal risks for products. However, there are a number of cases where business criminals have some discretion: first, if a new product appears to have numerous problems only after a few years, if the complaint method is refined. Similarly, customers have the right to register a four-year claim; second, if consumers of this brand are already insured and have a history of claims. These rules provide certainty, but the cases give consumers an exceptional right to reduce the problem to a reasonable level .

Therefore, everything from consumer rights to compensation and claims, to evidentiary provisions, and non-responsibility are fully aligned within a consumer protection structure specific to e-commerce. However, in this case, consumers are protected, and companies do not lose legal certainty. On the other hand, the new contractual tools used in conjunction with technology and platforms are merely transparent, and while they may mean business actors using them, they do not provide true freedom from product risks .

Based on John Rawls' theory of justice, legal protection in e-commerce transactions must ensure a balance of rights and obligations between consumers and businesses. Consumers have the right to receive products as described and to receive compensation for losses. Conversely, businesses have the right to receive fair payment and protection against consumer actions that are not in good faith. This balance embodies distributive justice, which is the legal objective of e-commerce activities.

## CONCLUSION

The study concludes that legal protection in e-commerce transactions in Indonesia provides a comprehensive framework that safeguards both consumers and business actors. Consumers are granted rights to accurate product information, safety, and compensation for losses arising from defective or non-conforming products. Business actors, in turn, are protected through clear guidelines on their obligations, dispute resolution mechanisms, and the principle of legal certainty. The balance between preventive and repressive protections ensures fairness, fosters public trust, and promotes compliance with the Consumer Protection Law, the Civil Code, the Electronic Information and Transactions Law, and Government Regulation No. 80 of 2019. Overall, the findings demonstrate that a structured legal framework is critical for maintaining justice, accountability, and confidence in digital commerce.

For future research, it is recommended to explore the practical implementation and effectiveness of these legal protections across various e-commerce platforms, particularly in relation to emerging technologies such as AI-driven marketplaces and cross-border transactions. Further studies could also assess consumer awareness and adherence to complaint procedures, as well as the challenges faced by business actors in meeting legal obligations while maintaining operational efficiency. Comparative studies between Indonesia and other jurisdictions could provide valuable insights into best practices for enhancing e-commerce regulation, dispute resolution mechanisms, and consumer trust in increasingly complex digital markets.

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