

Seller Liability Model for Consumer Losses Resulting from Online Purchases of Electronic Goods

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ABSTRACT

With the development of information and telecommunications technology, today's diversity is evident in various services, existing telecommunications facilities, and information technology products that can integrate all information media to assist human resources, supported by technological developments, making trade smooth and easily accessible to everyone. The problem in this research is how to regulate consumer legal protection in online electronic buying and selling transactions and what is the model of seller liability for consumer losses in online electronic buying and selling transactions. The research method uses normative legal research with a problem-based approach, including legislative approaches, conceptual approaches, and case approaches. It also uses descriptive and analytical analysis of legal materials. The research findings indicate that the legal protection of consumers in online electronic buying and selling transactions, which constitute the primary legal basis for electronic transactions in Indonesia, is regulated by Law Number 8 of 1999 concerning Consumer Protection, Law Number 11 of 2008 concerning Electronic Information and Transactions (ITE), Law Number 7 of 2014 concerning Trade, Government Regulation Number 80 of 2019 concerning the Implementation of Electronic Systems and Transactions, Minister of Trade Regulation Number 31 of 2023 concerning Electronic Commerce (PMSE), and the seller's legal liability model uses the principle of negligence. However, in line with developments, this has shifted to the application of strict liability, or absolute responsibility, especially in transactions with apparent high risks. Meanwhile, the ITE Law applies the principle of presumed liability, meaning it is based on the presumption of guilt, because the seller is in a position of error and is charged with compensating for losses as a form of responsibility.

Keywords: Liability Model, Seller, Consumer, Transaction Electronic, Online.

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1. INTRODUCTION

Background of the Problem In daily business activities, there is a mutually beneficial relationship between businesses and consumers (users of goods or services).

Businesses are interested in profiting from transactions with consumers, while consumers are interested in achieving satisfaction through fulfilling their needs for specific products. The primary factor

contributing to consumer weakness is often low levels of legal knowledge and awareness of their rights. Businesses exploit this situation to maximize profits while ignoring the obligations inherent in business actors. Therefore, efforts to protect consumers against the risk of potential losses resulting from the use of products (goods or services) must be balanced by efforts to prevent uncertainty regarding quality, quantity, and safety. (Miru, 2013:7) As time goes by, human needs are increasing in all areas, including the need for fast and easy shopping for some people who are busy enough to avoid shopping in public places. (Signs, 2013:5) Shopping plays an important role in people's lives today, as online shopping is considered to make activities easier and also helps manage expenses. This can be seen in the increasing number of online shopping sites, selling electronics, clothing, and daily necessities at lower prices than store prices. (Wahana, 2006:2) In the online shopping process, there are certainly sales transactions between business actors and buyers using electronic transaction methods. This is regulated in Article 1 paragraph (2) of Law Number 11 of 2008 concerning Information and Electronic Transactions, which explains that electronic transactions are legal acts carried out using computers and/or other electronic media. (Sjahputra, 2010:146) There are certainly advantages and disadvantages to online shopping. For example, consumers cannot physically see the goods they are buying, but the advantage is that they can get much cheaper prices through promotions offered by business actors on online shopping sites. Ease of service and affordable prices with

applications that can be easily accessed on smartphone devices are promotions conveyed by this electronic seller. For example, www.lazada.com to attract service users' interest in the products offered, they often carry out promotional activities sponsored by television to introduce information about the products made. Promotion is mostly done on social media because its use online makes it easier for people to access it directly, but not only can be done with advertising media, business actors also introduce information in their marketing with Android/iOS applications that contain all information and what items are sold by this business actor, such as purchasing mobile phones, laptops, televisions and also discount promos offered at very affordable prices. (Signs, 2013:24) In Law Number 7 of 2014 concerning Trade in Chapter VIII concerning Trade Through Electronic Systems, Article 65 stipulates that paragraph (1) Every Business Actor who trades goods and/or services using an electronic system is required to provide complete and correct data and/or information, paragraph (2) Every Business Actor is prohibited from trading goods and/or services using an electronic system that does not comply with the data and/or information as referred to in paragraph (1), paragraph (3) The use of the electronic system as referred to in paragraph (1) must comply with the provisions stipulated in the Law on Information and Electronic Transactions, paragraph (5) in the event of a dispute related to trade transactions through an electronic system, the person or business entity experiencing the dispute can resolve the dispute through the Court or through

other dispute resolution mechanisms, and paragraph (6) Every Business Actor who trades goods and/or services using an electronic system that does not provide complete and correct data and/or information as referred to in paragraph (1) is subject to administrative sanctions in the form of permit revocation.

The problems faced by consumers are not only when they buy an electronic item for their use and it turns out that the condition is not perfect (such as there is a defect), but also problems if the electronic item is already in a damaged condition or does not function at all, negligence of business actors on lazada.com who are negligent in checking the goods before they are sent to consumers, therefore it is very necessary for all parties, consumers, and online business actors to be aware of the importance of responsibility for damage to goods before the electronic goods are in the hands of the buyer. (Adrian Sutedi, 2008: 66) Basically, the law does not provide different treatment to each business actor who carries out these business activities, as long as these business actors carry out the business activities correctly and provide sufficient, relevant, and accountable information, and do not mislead consumers who will use or consume or utilize the goods and/or services provided. (Nurhasan & Sari, 2008:9) A real-life case involves Danis Darusman buying an iPhone 6 Plus on Lazada, only to receive Nuvo soap on Monday, June 29, 2015. Danis shared his experience buying an iPhone 6 Plus on Lazada, but unfortunately, when the item was delivered and he opened it, it turned out to be Nuvo soap. Danis Darusman also posted his experience on his personal Twitter

account (@danisdarusman) about the fraud perpetrated by the online shopping site Lazada. "I bought an iPhone 6 Plus, and it arrived as Nuvo soap! Only on @Lazada ID, hurry up, guys!!! I mean, you're going bankrupt!" Danis's strong protests received a response from Lazada PR Manager Tania Amalia, who asked for his email address so she could help with the matter. Lazada then began investigating the order number and internal system. Furthermore, Lazada's PR manager confirmed that Danis's iPhone 6 Plus purchase was made through a merchant who markets its products on the Lazada Indonesia platform. Three days later, on July 2, 2015, Lazada officially resolved the fraud case perpetrated by the online shopping site Lazada. At 11:00 a.m. WIB, Lazada CMO Sebastian Sieber and PR manager Tania Amalia personally delivered an iPhone 6 Plus to Danis Darusman. Another case, Diana, with a similar experience to Danis Darusman, who purchased a cellphone on the online shopping site Lazada.com, recounted ordering a Motorola Moto G 8GB cellphone on December 6, 2015. After using it for a week, she discovered there was a hardware problem with the microphone, which meant no sound could be heard when making calls. Diana then called Lazada.com. From there, he was advised to fill out a return form via email. After completing it and notifying Lazada of the damage, he received a response the next day, telling him to return the damaged item to the Lazada.com warehouse for further processing. After about 2-3 days, he checked and his complaint was accepted, and the item was replaced with a new one.

This research is highly beneficial to the public as consumers who have experienced such incidents. The primary objective is to reveal the seller's liability model and the transaction agreements that arise between sellers and buyers, such as product damage received by consumers due to negligence in inspection by business actors in the sale of electronic goods on an online marketplace. This is because in online electronic goods purchases, business actors and consumers do not meet face-to-face or directly to conclude a purchase agreement. To date, the problem described above, according to the researcher, has not received sufficient attention and inadequate protection of consumer rights, which are regulated by the legal certainty of their rights and obligations in Law Number 8 of 1999 concerning Consumer Protection. This should be a concern for online electronic goods businesses. Therefore, the author is interested in finding a solution to this problem through a study entitled: "Seller's Liability Model for Consumer Losses Due to Online Electronic Goods Purchases."

Problem Formulation

1. What are the regulations regarding consumer protection for online electronic goods purchases?
2. What is the seller's liability model for consumer losses due to online electronic goods purchases?

2. METHOD

This study uses a normative legal research method. The normative research method encompasses legal research to determine the positive legal basis used to address a problem and how that law

regulates and enforces its provisions in the problem being discussed. This is achieved through a conceptual approach, namely legal concepts drawn from books and literature relevant to the problem. The problem-solving approach used is a statute approach related to civil law, specifically consumer protection and technology transfer law. Furthermore, a case study approach is used to understand material facts, which requires attention to the abstract level in the formulation of the presented facts. In discussing the main problem in this study, two sources of legal materials are used, namely: primary legal materials, in this study, the existing legal materials used include: the Civil Code, Law Number 8 of 1999 concerning Consumer Protection, Law Number 11 of 2008 concerning Information and Electronic Transactions, Law Number 7 of 2014 concerning Trade, Regulation of the Minister of Trade Number 31 of 2023 concerning Trade Through Electronic Systems (PMSE) and consumer dispute documents at the Denpasar BPSK regarding online electronic transaction cases. And secondary legal materials, these secondary legal materials will complement the primary legal materials, such as expert opinions, in this study in the form of literature, scholarly works, journals, and other writings related to related problems.

3. RESULTS AND DISCUSSION

Regulation of Consumer Legal Protection for Online Electronic Purchases Philip Kotler defines a consumer as any individual or household that purchases or acquires goods or services for personal consumption. Law Number 8 of 1999

concerning Consumer Protection defines a consumer as any person who uses goods or services available in society, whether for their own benefit, their family, other people, or other living beings, and not for commercial purposes. Consumers in the business world have inevitably penetrated, transforming the physical world of commerce, but the cyber world is also being penetrated. Online technology has had a significant impact on the global economy. Online, or the online world, has brought the global economy into a new phase, more popularly known as digital economics. The use of online trading as a medium continues to increase year after year. This is due to the various benefits that companies and consumers gain from conducting online transactions. However, this is not widely known by the general public because only certain groups can conduct these transactions. Essentially, the main element of an online transaction is a sale and purchase agreement between two parties (seller and buyer) that is carried out without any element of coercion and is legally recognized by the relevant law. In other words, the legal aspects that must be given serious attention are the contract, witnesses, and the trading mechanism. (Halim & Prasetyo, 2006:58) Regarding the above, there are two main principles that must be considered: the principle of functional equivalence and the source of law. The principle of functional equivalence here means that, given that the principles of trade occurring in cyberspace are more or less the same as those occurring in the real world, legal instruments should be in place to address all the needs of online trade, just as

they effectively do in conventional trade. The problem here is the slowness of the relevant parties in developing legal instruments that can anticipate the rapid changes and innovations in technology, resulting in certain types or models of buying and selling transactions for which legal regulations are not yet available. Given that this trend will continue, it is important to consider appropriate strategies for developing regulations related to these needs. The biggest challenge faced is addressing the decreasing number of online transactions that physically involve paper (documents) and involve people directly entering into sales contracts. Of course, although the trading principles are the same, the legal regulations must differ due to the "innovation" in the buying and selling mechanisms implemented.

With the enactment of Law Number 11 of 2008 concerning Information and Electronic Transactions, later amended by Law Number 1 of 2024, the rapid development and advancement of information technology has led to changes in human activities in various fields, which have directly influenced the emergence of new forms of legal acts. The globalization of information has positioned Indonesia as part of the global information society, necessitating the establishment of regulations regarding the management of information and electronic transactions at the national level. This ensures that information technology development can be carried out optimally, equitably, and spread throughout all levels of society to improve the nation's life. This means that the use and utilization of information technology must continue to be developed to maintain, preserve, and

strengthen national unity and integrity based on laws and regulations for the national interest. The use of information technology plays a vital role in trade and national economic growth, realizing public welfare. Therefore, the government needs to support the development of information technology through legal infrastructure and regulations so that information technology is used safely to prevent its misuse, while taking into account the religious and socio-cultural values of the Indonesian people. Regarding the regulation of online electronic buying and selling transactions, this is regulated in Law Number 7 of 2014 concerning Trade, which regulates various aspects of trade in Indonesia, including domestic, international, and border trade, and trade through electronic systems. This aims to protect consumers and businesses, ensure the availability and affordability of basic necessities, and promote the competitiveness of domestic products. Article 1, number 24, stipulates that trade through electronic systems is trade conducted through a series of electronic devices and procedures. Article 65 of Law Number 7 of 2014 concerning Trade, in paragraphs (1) through (6), has been described in the background above. Various issues that may arise in online electronic commerce mechanisms are addressed in these two regulations and can serve as guidelines for business practitioners or consumers directly involved in the online trading process. Other countries, such as the European Union, Japan, Singapore, and Malaysia, have also developed their own legal instruments, both applicable to local online electronic transaction systems and those involving partners or consumers from

outside the relevant country. An agreement between several parties is said to be valid or lawful if it meets applicable legal requirements. There are three main principles that must be met: offer, agreement, and conditions (offer, acceptance, and consideration), in addition to several other basic elements that indirectly affect the validity aspect that occurs. (Halim & Prasetyo, 2006:58)

Minister of Trade Regulation (Permendag) Number 31 of 2023 regulates licensing, business practices, advertising, development, and supervision of business actors in Electronic Commerce (PMSE), such as e-commerce. This regulation clarifies the classification of PMSE business models, such as marketplaces and social commerce. It also prohibits social commerce from facilitating direct payment transactions within its system. It may only be used for offers or promotions. Consumer protection includes provisions on consumer data protection, where PMSE business actors may not misuse customer data. Violations of these provisions can be subject to administrative sanctions, ranging from written warnings to temporary service suspension. A transaction or agreement must meet the requirements for a valid agreement. This is because the principles adopted by the Civil Code are universal principles of transactions. Technological developments are inevitable, and due to prevailing understanding, the terms of agreements stipulated in Article 1320 of the Civil Code apply only to conventional transactions. However, this is not the case; technological development is a part of the reality of technology. In online transactions, there is an

agreement between the seller and the buyer. This agreement must be executed to serve as evidence in the event of an unlawful act. According to Article 1313 of the Civil Code, an agreement is defined as an act by which one or more persons bind themselves to one or more other persons. An agreement contains several elements, and there are also types of agreements that must be fulfilled by both the seller and the buyer, including: act; The use of the word "act" in the formulation of this agreement is more appropriate if replaced with the words legal act or legal action, because such an act has legal consequences for the parties making the agreement, and one or more persons against one or more other persons. For an agreement to exist, there must be at least two parties face to face and provide mutually appropriate statements. These parties are individuals or legal entities. Binding oneself in an agreement involves an element of promise made by one party to another. In this agreement, individuals are bound by legal consequences arising from their own will. According to Article 1457 of the Civil Code, a sale and purchase agreement is an agreement in which one party binds themselves to deliver an object, and the other party to pay the agreed price. The parties in this sale and purchase consist of the seller and the buyer, each with their own rights and obligations. The seller is obligated to deliver the object as the buyer's right, and the buyer is obligated to pay the price as per the sale and purchase agreement as the seller's right. Agreements in online electronic transactions are subject to Article 1313 of the Civil Code as its regulation. Therefore, the requirements for a valid agreement contained in the Civil

Code must be considered so that the application of Indonesian agreement rules, which generally use the Civil Code, can be applied and the validity of agreements in online electronic transactions can be recognized. The requirements for a valid agreement, both formal and material, are listed in Article 1320 of the Civil Code, namely the agreement of those who bind themselves, the capacity to enter into an agreement, a specific matter, and a lawful cause. From an agreement there is the principle of freedom of contract, however this freedom is limited by laws that are of a mandatory nature, so that the parties who make the agreement must obey the laws that are of a mandatory nature. An agreement cannot be withdrawn except by agreement of both parties, or for reasons that are stated by law to be sufficient for that. Agreements are not only binding for things that are expressly stated in them, but also for everything that according to the nature of the agreement, is required by propriety, custom or law. Based on Article 1338 paragraph (1) of the Civil Code, which determines that all contracts (agreements) that are made legally apply as law for those who make them. According to Donald Black in his book *Black Law Dictionary*, a contract is defined as an agreement between two or more people that creates an obligation to do or not do a certain thing.

Seller Liability Model for Consumer Losses Resulting from Online Electronic Purchases

According to Hans Kelsen's theory, a person is legally responsible for a specific act and is subject to sanctions in the case of a contrary act. This means that sanctions are imposed

on the perpetrator because of their own actions that make them responsible. Hans Kelsen divides liability into four types (Kelse, 2006:26): individual responsibility, collective responsibility, fault liability, and absolute (unintentional) liability. According to I Dewa Gede Atmadja and I Nyoman Putu Budiarta, in their book "Theories of Law," the theory of liability discussed generally refers to fundamental concepts in law that govern the legal obligations of an individual or entity for their actions or omissions. The elements generally considered in determining legal liability include the existence of fault (whether intentional or negligent), the resulting loss, and the causal relationship between the fault and the loss. In this case, the principles of civil liability, for example, are also part of the discussion in the context of accountability (Atmadja & Budiarta, 2018:17). "Seller" is the term for a business actor (vendor) on an online buying and selling site or e-commerce site. They sell electronic goods and profit from transactions with consumers. The seller's responsibility is the responsibility for damage or malfunction of electronic goods, which is borne by the business actor. This responsibility aims to compensate for any losses. The Bali Provincial Industry and Trade Office, the Consumer Dispute Resolution Agency (BPSK), is the agency tasked with handling and resolving disputes between businesses and consumers. The BPSK can assist residents of Bali Province when problems arise during online or offline trade transactions. If the problem cannot be resolved with the business actor, the issue becomes a dispute that can be handled by the BPSK. The Denpasar City BPSK provides

services to all residents of Bali Province, including all regencies/cities. In carrying out its duties, the BPSK organizes activities including routinely conducting outreach on consumer protection policies and introducing the BPSK, providing complaint and consultation services, and handling consumer dispute cases. Since 2022, BPSK has handled 18 consumer dispute resolution cases, 27 in 2023, and 2 consumer dispute cases to date in 2024. (<https://www.BPSKProvinsiBali>, accessed November 30, 2025, at 3:00 PM WITA). Consumers can file complaints by coming directly to the Denpasar City BPSK Secretariat at Jln. Raya Puputan Niti Mandala Denpasar (Bali Provincial Industry and Trade Office), or by filing online at: <https://bit.ly/formulirPengaduanBPSKKotaDenpasar>, Email: bpskkotadenpasar2021@gmail.com.

Example of a consumer dispute case BPSK Denpasar City, on Monday, February 13, 2012, has successfully mediated the consumer dispute problem that occurred between Mr. I Dewa Ketut Raka Dharmana as the Reporter (Consumer Party), with Mr. Wira Ananta S, the owner of the Mitra Cellular shop as the reporter (Business Actor Party). The dispute began with the dissatisfaction of Mr. Dewa Ketut Raka Dharmana who bought goods in the form of a Blackberry type 9700 HP at the Mitra Cellular shop, after being used for several days the HP was damaged and as a consumer Mr. Dewa asked Mitra Cellular to repair or if necessary replace the HP. However, from Mitra Cellular, he could only submit to the product distributor for repair or replacement of the HP, because the process was too long

and protracted Mr. Dewa then reported the case to BPSK Denpasar City for follow-up. As a follow-up to the complaint, the Head of the Denpasar City Consumer Protection Agency (BPSK), Ms. Komang Lestari Kusuma Dewi, and her staff immediately held a meeting and summoned the relevant parties. After mediation, an agreement was reached, which was formalized in a peace agreement signed by the disputing parties for further implementation. Law Number 8 of 1999 concerning Consumer Protection defines consumer protection as any effort to ensure legal certainty and provide protection to consumers. (Suherman, 2002:70) Consumer rights and obligations are regulated in Article 4 of Law Number 8 of 1999 concerning Consumer Protection, which stipulates that: The rights of Indonesian consumers are as follows: The right to security, comfort, and safety in consuming goods and/or services; the right to choose goods and/or services and to obtain them according to the exchange rate, conditions, and guarantees promised; the right to correct, honest, and clear information regarding the conditions and guarantees of goods and/or services; The right to have opinions and complaints regarding goods and/or services used heard; the right to receive advocacy, protection, and appropriate consumer protection dispute resolution; the right to receive compensation/replacement if the goods and/or services received do not comply with the agreement or are not as intended. Consumer obligations under Article 5 of Law Number 8 of 1999 are as follows: Read or follow the information instructions and procedures for the use or utilization of goods

and/or services for safety and security; act in good faith when purchasing goods and services; pay according to the agreed exchange rate; and appropriately comply with legal efforts to resolve consumer protection disputes. In online electronic sales contracts, the parties involved have different rights and obligations. The seller's obligations in an electronic sales agreement are as follows: handing over ownership of the goods being sold. The obligation to hand over ownership includes all actions legally required to transfer ownership of the goods being sold from the seller to the buyer; the obligation to guarantee peaceful enjoyment and cover hidden defects (vrijwaring, warranty). The obligation to guarantee enjoyment is a consequence of the guarantee given by the seller to the buyer that the goods sold and delivered or delivered are truly his own property, free from any burden or claim of any right. This obligation in its realization provides compensation to the buyer due to a third party lawsuit. Guarantee (vrijwaring, warranty) means that the provisions that need to be considered by the buyer are as stated in Article 1503 of the Civil Code. The obligation to guarantee hidden defects (verborgen gebreken, hidden defects) means that the seller is required to guarantee hidden defects in the goods sold, which make the goods unusable by the buyer or reduce the usefulness of the goods, so that the buyer finally knows about these defects.

The seller's rights generally determine the price paid for the sale of goods to consumers. According to Article 1 of Law Number 8 of 1999 concerning Consumer Protection, a business actor is any individual or business entity, whether a legal entity or not,

established and domiciled or conducting activities within the jurisdiction of the Republic of Indonesia, either individually or jointly through an agreement, to conduct business activities in various economic sectors. The purpose of this provision is that business actors are not limited to factory producers, but also distributors and importers. Advertising businesses are of course subject to this law. The rights of business actors, as stipulated in Article 6 of Law Number 8 of 1999 concerning Consumer Protection, are as follows: the right to receive payment in accordance with the agreement regarding the condition and exchange value of the goods and/or services traded; the right to obtain legal protection from the actions of consumers in good faith; the right to defend oneself appropriately in the legal settlement of consumer disputes; The right to good reputation rehabilitation if it is not legally proven that the consumer's loss was not caused by the goods and/or services traded; rights regulated in other statutory provisions. The right of business actors to receive payment in accordance with the condition and exchange value of the goods and/or services traded indicates that business actors (sellers) cannot make large demands if the goods and/or services provided to consumers (buyers) are inadequate according to previously prevailing prices. The seller's obligations are the rights of the buyer, based on Article 7 of Law Number 8 of 1999, the seller is a business actor where the business actor has the following obligations: to have good intentions in carrying out each of his/her business; to provide correct, clear and honest information regarding the condition and

guarantee of goods and/or services and to provide explanations of use, repair and maintenance; to treat or serve consumers correctly and honestly and without discrimination; to guarantee the quality of goods and/or services produced and/or traded based on the provisions of applicable quality standards for goods and/or services; to provide consumers with the opportunity to test and/or try certain goods and/or services and to provide guarantees and/or warranties for goods made and/or traded; to provide compensation, indemnity and/or replacement for losses due to the use, consumption and utilization of goods and/or services traded; to provide compensation, indemnity and/or replacement if the goods and/or services received or utilized do not comply with the agreement. Online electronic transactions involve several parties, both directly and indirectly involved, depending on the complexity of the transaction, meaning whether all transaction processes are carried out online or only some stages are carried out online. If all electronic transactions are online, starting from the transaction process to payment, then the parties involved consist of: (Halim & Prasetyo, 2006:58) Seller (merchant), namely the company/manufacturer who offers its products online. To become a merchant, a person must register as a merchant account at a bank, of course this is intended so that the merchant can receive payments from customers in the form of credit cards, consumers/card holders, namely people who want to obtain products (goods or services) through online purchases, acquirer, namely the billing intermediary (between the seller and the issuer) and

payment intermediary (between the holder and the issuer), Issuer; the credit card company that issues the card, Certification Authorities; a neutral third party that holds the right to issue certification to the merchant, to the issuer and in some cases also given to the card holder.

If an online electronic transaction is not entirely conducted online, in other words, only the transaction process is online, while payment remains manual/cash, then the acquirer, issuer, and certification authority are not involved. Similarly, the principle of freedom of contract adopted by the Civil Code, which states that parties are free to determine and enter into any agreement or contract in a transaction conducted in good faith (Article 1338 of the Civil Code). Therefore, regardless of the form and medium of the agreement, it remains valid and binding on the parties because the agreement constitutes law for the parties who made it. Problems will arise from a transaction if one party breaks a promise. The resolution of such problems always relates to what constitutes evidence in the transaction, especially when the transaction uses electronic means. This is because the use of electronic documents or data resulting from electronic transactions is not specifically regulated in applicable procedural law, either Civil Procedure Code or Criminal Procedure Code. Regarding material law, it is essentially expressly regulated in Article 15 paragraph (1) of Law Number 8 of 1997 concerning Company Documents, which stipulates that company documents printed on microfilm or other media, or printed copies, constitute valid evidence. Furthermore, if we consider the

provisions of Article 1 number 2 concerning the definition of documents, in conjunction with the provisions of Article 12 paragraphs (1) and (2) of Law Number 8 of 1997 in conjunction with Article 1320 of the Civil Code, transactions via electronic media are legally valid. Based on the discussion above, business actors in electronic transactions are responsible for providing correct, clear, and honest information about products or services, serving consumers honestly and non-discriminatoryly, and guaranteeing the quality of the goods or services offered. They must also provide compensation or damages if the goods/services delivered do not comply with the agreement or cause harm to consumers, and ensure the security of their electronic systems. Essentially, the principle of legal liability applicable to business actors is the presumption of innocence (presumed liability). Meanwhile, in the national legal system, as a consequence of Article 1367 of the Civil Code, which stipulates that every person must be responsible for people or objects under their control. Article 17 paragraph (1) of the ITE Law stipulates that the parties must act in good faith, so that the application of strict liability must be seen in certain cases to prevent losses.

4. CONCLUSIONS

1. Regulations on consumer legal protection for online electronic purchases are guided by Law Number 8 of 1999 concerning Consumer Protection, Law Number 1 of 2024 concerning the Replacement of Law Number 11 of 2008 concerning Electronic Information and Transactions, Law Number 7 of 2014 concerning Trade, and Minister of Trade Regulation Number 31 of 2023

concerning Trade Through Electronic Systems.

2. The seller's liability model for consumer losses resulting from online electronic purchases uses the principle of negligence. However, in line with developments, this has shifted to the application of strict liability, particularly in transactions with greater perceived risk. Meanwhile, the Electronic Information and Transactions Law (ITE) applies the principle of presumed liability, meaning that liability is based on the presumption of guilt, as the seller is in a position of wrongdoing and is therefore charged with compensating for losses as a form of responsibility. Recommendation Relevant government agencies are required to supervise and guide online business operations to ensure a conducive environment and prevent disputes between parties conducting online transactions.

REFERENCE

- Atmadja, I. D. G., & Budiarta, I. N. P. (2018). *Teori-teori Hukum*. Malang, Setara Press.
- Halim, A., & Prasetyo, T. (2006). *E-Commerce Business*. Yogyakarta, Pustaka Player.
- Kelse, H. (2006). *Pure Legal Theory, Translated by Rasul Mutagien*. Bandung, Nuansa and Nusa Media.
- Miru, A. (2013). *Principles of LEgal Protection for Consumer,s in Indonesia*. Jakarta, Rajawali.
- Nurhasan, & Sari, Li. P. (2008). *Shopping Guidelines for COnsumers*. Jakarta, Piramedia.
- Signs, C. (2013). *Online Shopping*. Jakarta, Rajagradindo Persada.
- SJahputra, I. (2010). *Consumer Protection in*

Electonic Transaction. Bandung, Alumni.

Suherman, M. (2002). *Legal Aspects of the Global Economy*. Jakarta, GHalia Indonesia.

Wahana. (2006). *What and How E-Commerce Work*. Jakarta, Andi Publisher.