

## Legal Protection For Consumers Buying And Selling Electronic Goods With Defective Products

Ediyanto Arief<sup>1</sup>, Boy Nurdin<sup>2</sup>, Azis Budianto<sup>3</sup>

<sup>1,2,3</sup> Universitas Borobudur, Indonesia

Email: ediyanto91@gmail.com<sup>1</sup>, Drboynurdin\_ppslaw@yahoo.com<sup>2</sup>,

azis\_budianto@borobudur.ac.id<sup>3</sup>

Corresponding Author: ediyanto91@gmail.com

ARTICLE INFO	ABSTRACT
<b>Submitted</b> : 02-04-2023	Abstract. The presence of Regulation Number 8 of 1999 concerning Purchaser Insurance has concentrated a little since this Regulation controls the privileges and commitments of business entertainers and customers so they are safer and are supposed to turn into a legitimate umbrella for shoppers. Consumers need to know that they have the right to get protection when dealing with sellers or producers in conducting trade transactions so that when a loss occurs on the part of the consumer caused by the seller or producer, the consumer can demand that the seller or producer be responsible for the loss suffered by the consumer. The relationship between sellers as business actors to consumers must be maintained properly. The seller also knows whether there is anything to consider before being marketed or sent to consumers regarding the feasibility of the goods. The eligibility in question is the condition of the goods by the information submitted by the seller, according to what is in the advertisement, the seller has ethics when trading his goods. At the point when a misfortune is capable by the shopper, on the off chance that the proof states whether there was a component of mistake, it stays the obligation of the merchant, as expressed in Article 28 of Regulation Number 8 of 1999 concerning Customer Security.
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### 1. Introduction

As we move towards the period of globalization and free trade, there is more rivalry for resources, increased cross-border trade in commodities and/or services, and increased public demand for knowledge. As a result, more products and/or services are traded in the market. In

a reciprocal arrangement known as buying and selling, one party (the seller) pledges to transfer ownership rights to an item, while the other party (the buyer) pledges to pay a price in the form of a monetary amount in exchange for obtaining ownership rights (Naibaho, Simangungsong, & Nababan, 2019) .

Because their wants for the desired items and/or services will be met, this circumstance favors customers. In addition, they can also choose goods and/or services according to their wishes and abilities. But on the other hand, this condition will force business actors to look for effective marketing methods to increase consumer buying interest in the goods and/or services they offer. Thus, efforts to protect consumers are something that is considered important and absolute (Winoto, 2018) .

Buyers are the people who use products or potentially benefits that are presented in the public eye, both for their own advantage and that of their families, companions, collaborators, and other living things, and not with the end goal of exchange, as characterized by Regulation Number 8 of 1999 in Article 1 Number (Winoto, 2018) . While Article 1 Number 3 expresses that a business entertainer is any individual or business substance, whether or not it is a legal entity, that is based in the Republic of Indonesia and has a place of business there or engages in activities there, either alone or jointly through a contract to organize business activities in various economic sectors.

Consumers' focus has been slightly narrowed with the passage of Law No. 8 of 1999 concerning Consumer Protection, which governs business actors' and consumers' rights and obligations to make them more secure and is anticipated to serve as a legal safety net for consumers. Consumers had no legal protection if they suffered losses, defects, or even death as a result of ingesting faulty items prior to the passage of Law Number 8 of 1999 concerning Consumer Protection. Consumers are defined as anyone who uses commodities or services that are readily available in the community for themselves, their families, or other people, as well as other living things, and who are not to be exchanged or traded.

The relationship between sellers as business actors and consumers must be maintained properly. The seller also knows whether there is anything to consider before being marketed or sent to consumers regarding the feasibility of the goods. The eligibility in question is the condition of the goods by the information submitted by the seller, according to what is in the advertisement, the seller has ethics when trading his goods. Consumers initially know the condition of the goods only from the explanation of the party called the seller as a business actor so that all aspects regarding consumer trust are left entirely to the seller.

Consumers in the use of a product previously required to be careful. On the other hand, it also requires business actors, in this case, sellers, to be more careful and honest in selling goods, and requires factories to be more careful in producing a product that will later be distributed by sellers so as not to cause harm to consumers because there are several goods. it can be said to be defective, that is when the goods during their manufacture do not meet the existing standards, the shape of the goods that are not suitable, or have deficiencies related to the condition of the goods does not have enough information.

Consumers need to know that they have the right to get protection when dealing with sellers or producers in conducting trade transactions so that when a loss occurs on the part of the consumer caused by the seller or producer, the consumer can demand that the seller or producer be responsible for the loss suffered by the consumer. The problem of consumer protection has recently received public scrutiny because in practice there are many low-quality goods produced by producers (Mahawyaharty & Danyathi, n.d.) .

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condition of the goods following the information submitted by the seller, according to what is in the advertisement, the seller has ethics when trading his goods (Kusumaningrum, 2016). This case occurred in the city of Surakarta where there is a bag and electronic shop named Tas Butik Solo with an Instagram account Cheap Boutique Solo, which is a facilitator between producers and consumers who can be called sellers. Electronic items that are still in the box or box cannot be opened and checked by the buyer at the beginning of the purchasing and selling transaction between the seller and the consumer, thus the consumer must first purchase the item. The seller undertakes to provide a warranty to replace the goods if the goods received by the consumer are damaged or defective.

After one day when the consumer found out that there was a defect in the car, he had bought, namely, the hill start assist system indicator was not functioning. The consumer requests compensation for the replacement of goods with new ones against the seller which results in a loss to the consumer for defects known to the consumer. Then the seller does not receive a request from the consumer to replace the item by the initial agreement on the pretext that the item purchased cannot be exchanged/returned. However, the seller only undertakes to service the goods that have been received by the consumer. The seller charges the service fee for the goods purchased in full to the consumer which should be the full responsibility of the seller. From the outset, the seller is entirely responsible for the things being transferred. According to Article 28 of Law No. 8 of 1999 Concerning Consumer Protection, when a loss is experienced by the consumer, if the evidence indicates whether or not there was an element of error, it remains the seller's obligation.

The actions of business actors that cause harm to consumers will affect economic development in general. Business actors in producing certain goods must be honest in providing information through the labels of their products to consumers. Business actors must control before the goods are distributed so that consumers get the best product from the product they choose. In a healthy business, unfair business practices (unfair trade practices) are strictly prohibited (Holijah, 2014). However, due to the position of business actors who are in a stronger position, both economically and in terms of power (bargaining power, bargaining position) compared to consumers, consumers need advocacy assistance, protection, and efforts to resolve disputes properly over consumer rights.

The issue in this essay is how to provide legal protection for customers purchasing and reselling electronic products with flaws.

## **1. Materials and Methods**

### **Method**

This applied paper was written utilizing the descriptive analytical method, which entails using information that precisely explains problems that exist in the real world before conducting an analysis and coming to a solution. Observational and research-based data gathering techniques were used to gather problem-solving information for this publication.

In line with the research objectives to be achieved, the realm of this research is included in the realm of qualitative research, thus a qualitative approach method will be used. According to Petrus Soerjowinoto et al., a qualitative method is a method that emphasizes the process of understanding researchers on the formulation of problems to construct a complex and holistic legal phenomenon (Soerjowinoto, 2006).

### **Approach**

Sociological legal theory, or the legal approach method used to investigate issues from a legal and systematic point of view and as a guide to principles that can be used as a basis for

assessing emerging legal phenomena. Finding problems, recognizing problems, and finding solutions to problems are the first steps in the sociological approach, which is the method used to examine a problem in society or the community environment. This study describes the condition of the object under study, namely focusing on how legal protection for consumers buying and selling electronic goods with defective products is in practice (Soemitro, 1990).

## 2. Results and Discussions

### **Legal Protection for Consumers Buying and Selling Electronic Goods with Defective Products.**

Satjipto Raharjo cites Fitzgerald as saying that this notion of legal protection has its roots in natural law theory or the school of natural law. The inventors of this flow were Plato, Aristotle (a Plato disciple), and Zeno (founder of the Stoic school). Natural law dictates that morality and law cannot be separated because they come from the same source, the everlasting and all-powerful God. This school's followers believe that morality and law reflect and govern human life, which is expressed through these two things, both internally and outside (Rahardjo, 2009).

Fitzgerald outlined Salmond's theory of legal protection, according to which the goal of law is to integrate and coordinate various social appeals because, in a society where interests are traded, protecting one set of interests can only be accomplished by imposing restrictions on other parties' differing interests. Regulation has a definitive power to figure out which human interests should be controlled and shielded in light of the fact that it manages common liberties and interests. Legitimate insurance should inspect the stages as a whole, including lawful security coming about because of a lawful arrangement and all regulations passed by the local area, which are arrangements to control how individuals act toward each other and the public authority, which is remembered to address the interests of the local area (Priyatno & Aridhayandi, 2018).

As per Article 45 Section 2 of Regulation No. 8 of 1999 Concerning Customer Security, buyer debates might be settled in court or beyond court at the gatherings' willful circumspection. Thus, the parties are given the authority to choose in resolving their problems both through the courts and outside the court. If the parties choose the out-of-court route, BPSK will be authorized to resolve the dispute. The rise of cases regarding buying and selling transactions that ultimately harm consumers, or fraud and even dissatisfaction experienced by consumers for the goods/services offered, thus requiring the Government to immediately establish a dispute resolution institution. The existence of BPSK makes it easier for the community to solve the problems they face.

The Consumer Dispute Settlement Agency (BPSK), along with nine other BPSKs in other towns and regencies, was founded on November 1, 2002, and its founders were recognized by Presidential Decree. The Minister of Industry and Trade Decrees number 301/2001 on the appointment and firing of BPSK members and number 350/2001 about the implementation of the tasks and powers of the consumer dispute resolution agency later enhanced the Presidential Decree (KEPRES). The Consumer Dispute Settlement Agency (BPSK) is a special consumer court (small claim court), and only one judge hears cases there. Lawyers acting as representatives of the disputing parties are not allowed to attend in person. According to Law No. 8 of 1999 about the Consumer Protection Act Article 49, paragraph 1, the body was established in each Level II Region, and its members come from the government, consumers,

and company performers.

The low level of public knowledge has led to the rise of irresponsible business actors. Product responsibility is a legal conception whose essence is intended to protect consumers. Liability for defective products is different from liability for items that we are familiar. Responsibility for products, goods, and services places the burden of proving the product on the business actor making the product (manufacturer). It is obvious from the arrangements of Article 22 of Regulation No. 8 of 1999 Concerning Customer Assurance that it is the obligation and obligation of the business entertainer to lay out whether there is a component of blunder in this present circumstance. As per the gatherings' free decision, purchaser questions might be settled in court or beyond court, as per Article 45, Section 2, of Customer Security Regulation Number 8 of 1999. It demonstrates that settling buyer issues takes out the opportunity of a commonly pleasing goal between the gatherings to the debate.

At every level, efforts are made to use a peaceful settlement by both sides to the conflict. So, the parties can opt to settle their disagreement through negotiation rather than through the filing of a lawsuit. Seeing several cases that have happened to consumers, where losses can come from defective products, allows consumers to experience losses that are unreasonably experienced when the product is consumed or used. The loss could be in disability or even death for the user of the product. To protect consumers from this situation, the government is obliged to think about various policies whose direction is to protect the public as consumers.

Purchaser security is similar to the insurance given by regulation seeing buyer freedoms as referenced in Article 4 of Regulation Number 8 of 1999 about Customer Assurance, which means that protection is not just physical protection but also abstract rights. Thus, the state's legal protection of consumers must be adopted right away within the context of economic activity. Remember that consumer protection must be one of the top priorities because it is intimately tied to the public's health and safety as consumers.

Shopper insurance depends on benefits, equity, equilibrium, security, and wellbeing in Article 2 of Consumer Protection Law Number 8 of 1999, as well as legal certainty. So, the presence of consumer rights can enhance the quality of goods and services provided to customers, especially if those who violate those rights are subject to the consequences set forth in articles 60, 61, and 63, thus:

1. Business actors that breach Article 19 Paragraphs 2 and 3, Article 20, Article 25, and Article 26 may face administrative consequences from the Consumer Dispute Resolution Agency.
2. A maximum compensation of Rp 200,000,000.00 (two hundred million rupiahs) may be used as administrative punishment.
3. Statutory regulations will further govern how the administrative sanctions mentioned in paragraph 1 are determined.

The existence of an imbalance in the position of consumers and business actors, both from an economic and technical point of view, really needs to be bridged through various institutional and legal instruments as well as other efforts aimed at enabling consumers to consume the goods and/or services they want in a safe and protected manner.

Every consumer who feels aggrieved by business actors can complain about their problems to BPSK, either directly, represented by their attorneys or their heirs. Complaints submitted by their attorneys or heirs can only be made if the consumer in question is sick, deceased, elderly, immature, or a foreign citizen.

Dispute resolution at BPSK essentially aims to obtain compensation for consumers. As for the loss to consumers due to defects in production goods, the benefits of these goods are less than optimal. To ensure that the losses suffered by customers won't recur or be repeated, consumer disputes that are resolved outside of court must come to an agreement on the type

and magnitude of the loss as well as on specific steps. The purpose of the Consumer Dispute Resolution Agency is to reduce the impact of conflicts and foster ongoing positive relationships between corporate actors and customers.

The Consumer Dispute Settlement Agency experiences obstacles in handling existing cases because consumers feel more resigned. Increased protection measures are necessary for customers who experience significant losses in order to uphold consumer rights. On the other hand, it should be underlined that while producers' enterprises are crucial to the nation's economy, it is not acceptable to destroy them in the name of safeguarding consumers. In order to prevent consumer protection from having the opposite effect, where consumers get stronger while producers become weak, measures that protect consumers and producers are balanced. Also, producers must be able to cover their dependents who depend on these consumers in order to protect themselves from losses caused by consumer provisions.

Based on the interviews, the authors obtained an explanation that BPSK had handled disputes over defects in production goods, because they had violated Article 8 paragraphs 1 to 4 of the UUPK, namely:

1. Business actors are not allowed to create or exchange products or services that:
  - a. does not fulfill the requirements of the laws and regulations or comply with their provisions;
  - b. Not in view of the sum in the consider expressed on the name or mark of the merchandise, net weight, net substance, or net weight;
  - c. Not following the size, measure, scale, and number in the calculation as per the real size;
  - d. Not by the circumstances, ensures, elements, or viability as expressed in the name, title, or portrayal of the products as well as administrations;
  - e. Not by the quality, grade, structure, handling, design style, or certain purposes as expressed in the mark or depiction of the products or potentially benefits;
  - f. Not by the commitment expressed in the name, manners, portrayal, commercial, or deals advancement of specific products and additionally benefits;
  - g. Does exclude the lapse date or the best use/usage period for specific merchandise;
  - h. the rules for halal creation as determined in the "halal" articulation on the mark;
  - i. Not connecting a mark or making a depiction of the merchandise containing the name of the products, size, net or net weight/content, structure, utilization directions, date of production, incidental effects, name and address of the business entertainer, and other data for the utilization which as per the arrangements should be introduced/made;
  - j. does not contain data about how to involve the items as per the appropriate regulations and guidelines in Indonesia.
2. It is illegal for finance managers to exchange hurt, defective, utilized, or debased products without giving full and precise insights regarding the previously mentioned merchandise.
3. Entrepreneurs are prohibited from managing harmed, damaged, or utilized and debased drug and food arrangements, regardless of providing total and right data.
4. Business people who resist passages (Naibaho et al., 2019)
5. and (Winoto, 2018) are prohibited from exchanging the previously mentioned products as well as administrations and are expected to eliminate them from course.

Security of clients is critical, given the undeniably fast speed of science and innovation is the main thrust for the efficiency and proficiency of makers of the merchandise and additionally benefits they give to arrive at business points. Consumers are typically the ones who experience the effects of pursuing and achieving these two things, either directly or

indirectly.(Imaniyati, 2000)

### 3. Conclusion

Consumer protection is a fairly basic problem in the constellation of national development in a country, including Indonesia. According to the study's findings, customers are protected by Law No. 8 of 1999's article 2, which states that they are entitled to benefits, justice, balance, consumer security and safety, as well as legal certainty. Consumers should be given this guarantee of consumer protection when they buy any food item from manufacturers or commercial entities.

As indicated by Article 19 section (Naibaho et al., 2019) of Regulation No. 8 of 1999 Concerning Shopper Security, business entertainers are committed to give remuneration to mischief, contamination, as well as buyer misfortunes coming about because of the utilization of items and additionally benefits delivered or moved. The installment of pay should be made inside 7 (seven) days of the exchange date. This is in accordance with Article 19 paragraph 2's requirement that compensation be paid within 7 (seven) days of the transaction date. There won't be a consumer dispute if the company actor delivers reimbursement within 7 (seven) days.

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