

Marketplace Responsibilities and Sanctions in Cases of Consumer Losses (Futuristic Legal Perspective)

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Abstract: Marketplace is a platform that has the task of acting as an intermediary between sellers and buyers to carry out the product transaction process online. Although from a business perspective it will benefit consumers, producers and the marketplace itself, from a legal perspective there will be many consequences that arise because there are no specific regulations governing this marketplace. Based on this, it raises the issue of whether the marketplace can be held legally responsible for consumer losses and how future laws can ensure that the marketplace is responsible for consumer losses that occur. With the normative legal method, the author analyzes laws and regulations, policy regulations, principles of e-commerce implementation, and principles of responsibility, which show that the marketplace platform as an electronic system organizer has legal responsibility in the event of losses to consumers. Conclusion Responsibility Related to the responsibility of business actors is regulated in Article 19 of Law No. 8 of 1999, while in Law Number 19 of 2016 in Article 15. And in Government Regulation Number 80 of 2019 it is regulated in Article 22 paragraphs (1) and (2). Although Indonesia already has regulations related to buying and selling through e-commerce platforms, their implementation is still considered ineffective in addressing consumer rights protection issues, so it is necessary to revise and harmonize inclusive laws and regulations, ensuring normative clarity and fairness in handling consumer rights violations in the marketplace.

Keywords : Accountability, Marketplace, Consumer Rights

INTRODUCTION

Online buying and selling transactions have become a new habit for the majority of people in Indonesia. In recent years, the presence of various online buying and selling facilities in Indonesia such as OLX, Tokopedia, Shopee, and Bukalapak have helped Indonesian people to get to know online buying and selling transactions. These facilities come in the form of websites and mobile applications.

Their platforms consist of various sellers, so they can offer various goods to consumers at once in just one place. Media like this is called a Marketplace.¹

Marketplace is a platform that has the task of acting as an intermediary between sellers and buyers to carry out

¹Emmy Febriani Thalib, Ni Putu Suci Meinarni, Legal Review of Marketplace Based on Legislation

in Indonesia, IUS Journal, Vol VII, Number 2, August 2019, p. 198

product transaction processes online.² The online buying and selling system in the market place is a form of Electronic Trading (ETC). In Indonesia, regulations regarding Electronic Trading are regulated in Government Regulation Number 80 of 2019 concerning Electronic Trading (ETC) which is *Lex specialis derogat legi generali* of Law Number 7 of 2014 concerning trade.³

Purchases and sales through online platforms are generally carried out with an agreement or contract that is also carried out online, which is often referred to as an electronic contract. The legal basis for this contract is Article 1 number 2 of Law No. 19 of 2016 concerning Amendments to Law No. 11 of 2008 concerning Information and Electronic Transactions. Electronic transactions are legal actions carried out through computers, computer networks, and/or other electronic media.⁴

With the rapid growth of the marketplace in a relatively short time, the trend of shopping through the marketplace has become a new lifestyle and continues to grow following technological developments. Although from a business perspective it will benefit consumers, producers and the marketplace itself, from a legal perspective there will be many consequences that arise because there are no specific regulations governing this marketplace. Some problems that often arise in buying and selling transactions through the marketplace, for example:

1. The item received does not match the item ordered.

2. Items that differ from the description in the item listing listed by the seller
3. Items received past the estimated time limit informed by the marketplace
4. The goods traded are not original products but fake products, but the information given to consumers is 100% original.
5. loss or damage to goods, either partially or completely.

This is quite often experienced by consumers, only very few cases are raised due to consumers' ignorance of the complaint mechanism and resolution of consumer disputes in electronic trading transactions through this marketplace.

Based on the Notorious Market List 2021 or the list of companies monitored by the United States government, it includes a number of marketplaces or E-Commerce in Indonesia. This is suspected because these places sell counterfeit or pirated goods. On the list, there are three marketplaces that are familiar to the Indonesian people. Two of them are marketplaces originating from Indonesia, namely Tokopedia and Bukalapak. In addition, another marketplace is Shopee. In the complete document, it states that Tokopedia is a third-party vendor platform that sells various goods. Tokopedia provides clothing, electronics, food, and books. The Notorious Markets List 2021 explains that many rights holders report high prices and volumes of counterfeit clothing, pirated textbooks, pirated English materials, counterfeit cosmetics and accessories, and other goods on this platform.⁵

Article 4 of Law Number 8 of 1999 concerning Consumer Protection explains what rights consumers have. So that consumer rights

² Sabtarini Kusumaningsih, Joko Sutopo, Fenti Nurlaeli, *Buku Panduan Marketplace*, CV. Global Aksara Pres, Surabaya, 2021, hlm. 2

³ Kevin Alim Rabbani, Lucky Saputra, Graciela Brenda Louisa, *Rekonstruksi Syarat Sah Perjanjian yang Terdapat di Dalam Peraturan Pemerintah Nomor 80 Tahun 2019 Tentang perdagangan Melalui Sistem Eletronik Sebagai Ketentuan Lex Specialis Terhadap Pasal 1320 Kitab Undang-*

Undang Hukum Perdata Sebagai Ketentuan Lex Generalis, IPMHI Law Journal, Vol. 1 No. 2, Edisi Juli-Desember 2021, hlm. 103

⁴ Undang-Undang No. 19 Tahun 2016 Tentang Informasi serta Transaksi Elektornik

⁵ arianhaluan.com/ekbis/pr-102730609/diduga-menjual-barang-palsu-sederet-marketplace-di-indonesia-masuk-pengawasan-as

in making transactions in the marketplace must be considered. These rights are:

- a. The right to comfort, security and safety in consuming goods and/or services.
- b. The right to choose goods and/or services and to obtain goods and/or services in accordance with the exchange value and conditions and guarantees promised.
- c. The right to correct, clear, honest information regarding the condition and guarantee of goods and/or services.
- d. The right to have opinions and complaints heard regarding the goods and/or services used.
- e. The right to receive proper consumer protection advocacy.
- f. The right to receive consumer guidance and education.
- g. The right to be treated or served properly and honestly and without discrimination.
- h. The right to receive compensation, damages and/or replacement, if the goods and/or services received do not comply with the agreement or are not as they should be.
- i. Rights regulated in other statutory provisions.

Based on this, this is the responsibility of the platform provider to solve problems that occur in buying and selling through the marketplace. There is a guarantee that the quality of the goods is according to the description and the delivery of goods is on time.⁶ According to Dr. Hj. Sinta Dewi Rosadi, SH, LL.M., the Platform should have an obligation to

prevent illegal or detrimental activities by users of their services. Failure to do so may result in legal consequences that force the intermediary to act or expose the intermediary to civil or criminal legal action.⁷

The purpose of this study is to analyze the possibility of legal accountability being requested from the marketplace for losses experienced by consumers. In addition, this study also aims to examine the form of marketplace accountability in a futuristic legal perspective, in order to provide a more comprehensive understanding of consumer protection in the era of digital transactions.

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METHODOLOGY

The research method uses the type of normative legal research, namely a legal research method that focuses on the study of documents and laws and regulations to analyze applicable legal norms.⁸ The object of research is online gambling, which is currently a serious concern for law enforcement and the government. The data collection technique used by the researcher is a literature study. The data analysis method used in this study is the legal reasoning method, namely an activity to find the legal basis contained in a legal event, either a legal act or a case of violation

⁶ Haryo Bagus Handoko, *Cara Mudah Membangun Toko Online*, Elex Media Komputindo, Jakarta, 2010, hal. 235

⁷ <https://www.stabilitas.id/medsos-timbulkan-pelanggaran-hukum-tanggung-jawab-platform->

intermediary-harus-diperjelas/

⁸ Soerjono Soekanto dan Sri Mahmudji, *Penelitian Hukum Normatif, Suatu Tinjauan Singkat*, Raja Grafindo Persada, Jakarta, 2003, hlm. 13.

of the law (criminal, civil, or administrative) and include it in existing legal regulations.⁹

RESULT AND DISCUSSION

1. Marketplace Liability for Consumer Losses Based on Statutory Regulations

Marketplace is part of E-Commerce transaction activities, regulations governing these activities include Law Number 7 of 2014 concerning Trade, Law Number 19 of 2016 concerning Information and Electronic Transactions (ITE), and Law Number 8 of 1999 concerning Consumer Protection, and Government Regulation Number 80 of 2019 concerning Trading Through Electronic Systems (PMSE). Government Regulation No. 71 of 2019 concerning the Implementation of Electronic Systems and Transactions.

Marketplace is a platform that has the task of acting as an intermediary between sellers and buyers to carry out product transaction processes online.¹⁰ Article 1 of Law Number 19 of 2016 concerning Information and Electronic Transactions states that: "Electronic Transactions are legal acts carried out using Computers, Computer Networks, and/or other electronic media. So that the buying and selling transactions that we do online are still recognized as electronic transactions that can be accounted for".

Purchases and sales through online platforms are generally carried out with agreements or contracts that are also carried out online, which are often referred to as electronic contracts. Based on Article 18 paragraph (1) of Law Number 19 of 2016 which states that "Electronic Transactions stated in this Electronic Contract have

binding force for the parties who make them".

In Article 4 Paragraph (1) of Government Regulation No. 80 of 2019, it also states that the parties involved in the transaction must do so through an agreement or contract which is also carried out electronically.

The relationship between business actors and consumers in conducting online transactions results in binding legal consequences for both parties. Article 45 paragraph (1) of Government Regulation No. 71 of 2019 concerning the Implementation of Electronic Systems and Transactions states that electronic transactions carried out by these parties have legal consequences that apply to them.

Regarding cases that occur in buying and selling through the E-Commerce platform, based on the Directorate General of Consumer Protection and Business Order (PKTN) of the Ministry of Trade (Kemendag), it has been recorded that it has served 7,707 consumer reports consisting of complaints, questions, and information throughout 2023.¹¹

Basically, the parties in online buying and selling, each have rights and obligations. In Law Number 8 of 1999 concerning Consumer Protection, the rights of consumers are:¹²

- a. the right to comfort, security and safety in consuming goods and/or services;
- b. the right to choose goods and/or services and to obtain said goods and/or services in accordance with the exchange value and conditions and guarantees promised;

⁹ Bambang Sunggono, *Metodologi Penelitian Hukum*, Raja Grafindo Persada, Jakarta, 2003, hlm. 27-28

¹⁰ Sabtarini Kusumaningsih, Joko Sutopo, Fenti Nurlaeli, *Buku Panduan Marketplace*, CV. Global Aksara Pres, Surabaya, 2021, hlm. 2

¹¹ <https://www.kemendag.go.id/berita/pojok-media/kemendag-terima-7707-laporan-pengaduan-dari-konsumen-sepanjang-2023-ini-rinciannya>

¹² Pasal 4 Undang-Undang Nomor 8 Tahun 1999 tentang Perlindungan Konsumen

- c. the right to correct, clear and honest information regarding the condition and guarantee of goods and/or services;
- d. the right to have one's opinions and complaints heard regarding the goods and/or services used;
- e. the right to receive advocacy, protection and appropriate efforts to resolve consumer protection disputes;
- f. the right to receive consumer guidance and education;
- g. the right to be treated or served properly and honestly and without discrimination;
- h. the right to receive compensation, damages and/or replacement, if the goods and/or services received do not comply with the agreement or are not as they should be;
- i. rights regulated in other statutory provisions.

Meanwhile, the obligations of business actors are regulated in Article 7 of Law Number 8 of 1999 concerning Consumer Protection, namely:

- a. act in good faith in carrying out business activities;
- b. provide correct, clear and honest information regarding the condition and guarantee of goods and/or services and provide an explanation of use, repair and maintenance;
- c. treat or serve consumers properly and honestly and without discrimination;
- d. guarantee the quality of goods and/or services produced and/or traded based on applicable goods and/or services quality standards;
- e. provide consumers with the opportunity to test and/or try certain goods and/or services and provide guarantees and/or warranties for goods

- manufactured and/or traded;
- f. provide compensation, restitution and/or replacement for losses resulting from the use, utilization and utilization of traded goods and/or services;
- g. provide compensation, damages and/or replacement if the goods and/or services received or used do not comply with the agreement.

Meanwhile, Article 65 paragraph (1) of the Trade Law stipulates that every business actor who trades goods and/or services using an electronic system is required to provide complete and correct data and/or information. 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 and the use of the electronic system must comply with the provisions stipulated in the Electronic Information and Transactions Law.¹³ This means that consumer rights are obligations that must be fulfilled by business actors. Business actors here are marketplaces in terms of providing a place for transactions and business actors in terms of sellers offering goods their merchandise to consumers/buyers. The many problems that often arise in buying and selling transactions through the marketplace make it the responsibility of the platform provider to resolve the problems that occur in buying and selling through the marketplace.

Accountability related to the responsibility of business actors is regulated in Law No. 8 of 1999 concerning Consumer Protection, namely in Article 19, namely:

- 1) Business actors are responsible for providing compensation for damage, pollution and/or consumer losses resulting from consuming goods and/or services produced or traded.

¹³ Emmy Febriani Thalib, *Tinjauan Yuridis Mengenai Marketplace Berdasarkan Peraturan*

Perundang-Undangan Di Indonesia, Jurnal IS, Vol VII, Nomor 2, Agustus 2019, hlm. 199

- 2) Compensation as referred to in paragraph (1) may be in the form of a refund or replacement of goods and/or services of the same type or equivalent value, or health care and/or the provision of benefits in accordance with the provisions of applicable laws and regulations.
- 3) Compensation will be provided within a period of 7 (seven) days after the transaction date.
- 4) The provision of compensation as referred to in paragraph (1) and paragraph (2) does not eliminate the possibility of criminal charges based on further evidence regarding the existence of an element of error.
- 5) The provisions referred to in paragraph (1) and paragraph (2) do not apply if the business actor can prove that the error was the consumer's fault.

In general, the principle of legal responsibility is related to claims for compensation experienced by consumers as a result of using defective products based on claims for compensation based on Breach of Contract. Claims for compensation based on Breach of Contract are as a result of the application of a clause in the agreement, the obligation to compensate for losses due to the application of a clause in the agreement is a legal provision made by both parties. Thus, it is not the law that determines the payment of compensation and how much compensation is, but rather the two parties who determine everything in the agreement. What is agreed upon is binding as law for those who make it.¹⁴

When a buyer/consumer experiences a loss due to bad faith from the

seller, for example the product received does not match what was described and promised by the seller/business actor, then there are several efforts that consumers can make by filing a complaint to the marketplace. The marketplace is responsible for the reliability and security of their electronic system. This is based on Article 15 paragraph (1) of Law Number 19 of 2016 which states that the marketplace must organize an electronic system safely and reliably and be responsible for the operation of the electronic system as it should.¹⁵

So based on the Article if an error occurs in the marketplace, such as an error in the marketplace system, then the responsibility falls on the marketplace and the users who use its services, such as buyers and sellers because the Marketplace Platform is responsible for ensuring its system is reliable and secure, and they are also responsible for managing content on the platform in a responsible manner. However, when there is a problem in a transaction related to a product, then the marketplace is not responsible, because the marketplace is only a provider. 2019

Indonesian government has issued Government Regulation Number 80 of 2019 concerning Trading Through Electronic Systems (PMSE). The enactment of Government Regulation Number 80 of 2019 is a reference that must be followed by business actors in Trading Through Electronic Systems (PMSE).

PMSE Business Actors can be categorized into 3 (three) based on the type of activity, namely:¹⁶

- 1) Merchant

Business actors who carry out PMSE

¹⁴ Subekti, Aneka Perjanjian, PT Citra Aditya Bakti, Bandung, 2014, hlm.4

¹⁵ Rizkinil Jusar, Palmawati Taher, Inge Dwivismiar, Tanggungjawab Pelaku Usaha dan Marketplace terhadap Pelanggaran Asas Itikad Baik dalam

Transaksi E-commerce, ULTAN JURISPRUDANCE: JURNAL RISET ILMU HUKUM Volume 3 Nomor 1, Juni 2023, hlm. (62-72)

¹⁶ <https://siplawfirm.id/market-place/?lang=id>

either through facilities created and managed directly by themselves or through facilities owned by the PPMSE party, or other electronic systems that provide PMSE facilities.

2) PMSE Organizer

Business actors providing electronic communication facilities used for trade transactions.

3) Intermediary Services Provider

Domestic Business Actors or Foreign Business Actors who provide Electronic Communication facilities other than telecommunications providers who only function as intermediaries in Electronic Communication between senders and recipients.

Marketplace providers are PMSE organizers who provide electronic trading transaction facilities. For example, marketplaces that are already well-known in Indonesia such as Tokopedia, Bukalapak, and Shopee. While merchants are traders who sell their goods through the marketplace

Article 22 paragraph (1) of Government Regulation Number 80 of 2019 stipulates that if there is illegal electronic information content in PMSE, then the domestic PPMSE and/or foreign PPMSE and the Intermediary Facility Provider are responsible for the impact or legal consequences resulting from the existence of the illegal electronic information content.¹⁷

However, Article 22 paragraph (2) of Government Regulation Number 80 of 2019 states that the PMSE Organizer's liability may be waived if they immediately

take action to delete the illegal content after finding out about it. The provisions as referred to in paragraph (1) do not apply if the domestic PPMSE and/or foreign PPMSE concerned act quickly to delete electronic links and/or illegal electronic information content after gaining knowledge or awareness.¹⁸

B. Marketplace Liability for Consumer Losses in a Futuristic Legal Perspective

Business actors have an obligation to protect consumers, because between business actors and consumers there has been a contractual relationship that requires the parties to be responsible if there is a breach of contract. This is in accordance with the principle of the privity of contract, where there is a contractual relationship, there is responsibility. Responsibility in electronic buying and selling transactions, business actors are required to be responsible through contractual liability related to losses experienced by consumers and product liability if it turns out that the product offered by the business actor is defective and harms consumers.¹⁹

Consumers in E-Commerce transactions have a greater risk than the seller or merchant. Or in other words, consumer rights in E-Commerce transactions are more vulnerable to violation. This is due to the characteristics of E-Commerce transactions themselves, namely in E-Commerce transactions there is no physical meeting between consumers and sellers which can then cause various problems.

The birth of Law Number 8 of 1999 concerning Consumer Protection aims to

¹⁷ Pasal 22 ayat (1) Pemerintah Nomor 80 Tahun 2019 tentang Perdagangan Melalui Sistem Elektronik (PMSE).

¹⁸ Pasal 22 ayat (2) Pemerintah Nomor 80 Tahun 2019 tentang Perdagangan Melalui Sistem Elektronik (PMSE).

¹⁹ Resna Pratiwi Maharani, Tanggung Jawab Penyelenggara Transaksi Elektronik Dalam Melindungi Hak Konsumen, SUPREMASI JURNAL HUKUM VOL. 1, NO. 1, 2018, hlm.77

protect consumers and encourage business actors to be responsible and honest in running their businesses, thus creating legal certainty for both parties. The law contains several rights granted to consumers, such as the right to feel comfortable, safe, and protected when consuming goods and/or services, the right to obtain clear and accurate information, and other rights regulated in the law. However, the Consumer Protection Law is still considered to have many shortcomings because consumer rights as regulated in the provisions only accommodate conventional buying and selling activities, and have not been able to optimally balance any problems that arise in E-Commerce transactions.²⁰

As a supporting regulation in consumer protection in Indonesia, Law Number 19 of 2016 concerning Amendments to Law Number 11 of 2008 concerning Electronic Information and Transactions was issued, but it has not been able to provide optimal legal protection in E-Commerce transactions.

Based on Article 15 of Law Number 19 of 2016 concerning Amendments to Law Number 11 of 2008 concerning Electronic Information and Transactions, it states that marketplaces are responsible for ensuring that their electronic systems run safely and reliably. Article 15 paragraph (2) of the Electronic Information and Transactions Law states that PSE, or electronic system operators, are responsible for ensuring that the system runs properly. So based on this article, the Marketplace is only responsible for the reliability and security of their electronic systems.

Meanwhile, in Government Regulation Number 80 of 2019 concerning Trading Through Electronic Systems

(PMS), which is a reference that must be followed by business actors in Trading Through Electronic Systems (PMSE) in Article 22 explains that if in PMSE there is illegal electronic information content, then the domestic PPMSE and/or foreign PPMSE and the Intermediary Facility Provider are responsible for the impact or legal consequences due to the existence of the illegal electronic information content, but the PMSE Organizer's liability can be waived if they immediately take action to delete the illegal content after finding out. This means that PMSE Organizers or marketplace providers can avoid responsibility if they delete illegal content immediately after finding out.

Even though Indonesia has regulations regarding buying and selling through e-commerce platforms, their implementation is still considered less effective in addressing the problem of consumer protection against losses incurred in the marketplace.

In a buying and selling transaction, it is certain that no one wants to be disadvantaged, however, if there are cases such as goods that do not match what is advertised, product defects, illegal products or damaged goods when they arrive at the buyer, but the buyer has already handed over the money to the seller, and many more. Therefore, there should be accountability

DISCUSSION

The crime of rape against minors shows that this act is a serious violation that has a negative impact on the physical, psychological, and social aspects of the child. Although there are strict criminal sanctions, such as imprisonment, fines, and additional penalties in the form of chemical

²⁰ <https://heylaw.id/blog/lemahnya-perlindungan-hukum-bagi-konsumen->

[pada-transaksi-e-commerce-bagaimana-pembaharuan-hukum-yang-seharusnya](#)

castration for certain cases, the implementation of this punishment still faces various challenges in its application. Law enforcement efforts face obstacles, including social stigma and limited evidence that often hinder maximum protection for victims. Increased capacity of law enforcement agencies, public awareness campaigns, and rehabilitation support for victims are needed. These steps are important to strengthen prevention efforts, provide justice for victims, and protect children from similar crimes in the future.

Marketplace platform provider law against product defects or illegal products sold by third parties on the marketplace platform according to the Consumer Protection Act and the Electronic Information and Transactions Act. From the above description, the principle of responsibility is a very important matter in consumer protection law. Discussing responsibility cannot be separated from the principles of responsibility, because the principle of responsibility is a very important thing in consumer protection.²¹

In general, the principles of responsibility in consumer protection law are distinguished as follows:²²

1. The principle of liability based on fault/negligence.

Liability based on negligence is a subjective principle of responsibility, namely responsibility that is determined by the behavior of the business actor.

2. The principle of strict product liability.

The principle of absolute liability in consumer protection law is generally to ensnare business actors, especially producers of goods, who market their products that harm consumers. In the application of absolute liability lies in risk

liability. In risk liability, the obligation to compensate for losses is imposed on the party that causes the risk of the loss.

3. The principle of presumption of responsibility.

This principle states that the defendant is always considered responsible (presumption of liability principle) until the defendant can prove that he is not guilty.

4. The principle of presumption of not always being responsible.

This principle is the opposite of the principle of presumption to always be responsible, this principle of responsibility is only known within the scope of transactions.

very limited consumers and such restrictions are usually justified by common sense.

5. The principle of responsibility with limitations.

This principle of responsibility is considered very detrimental to consumers if it is determined unilaterally by business actors. In the Consumer Protection Law, business actors should not unilaterally determine clauses that are detrimental to consumers, including limiting their maximum responsibility.

Liability in the Civil Code can arise from breach of contract and unlawful acts. Liability arising from breach of contract as stated in Article 1243 begins with the existence of an agreement which of course gives rise to rights and obligations by the parties involved. If in carrying out a legal relationship with the agreement there is one party who does not carry out or violates the obligations imposed, then the party can be declared to

²¹ Shidarta, Hukum Perlindungan Konsumen Indonesia, Jakarta: PT Grosindo, 2006, hlm. 58

²² Ibid, hlm. 72

have committed a breach of contract and for his actions so can requested accountability law based on default. Responsibility that stems from unlawful acts is based on the existence of a legal relationship in the form of rights and obligations that stem from the law.²³

The imposition of legal responsibility on platform providers is increasingly complex along with the active role of marketplaces as intermediaries in online transactions. Marketplaces not only function as a place for buying and selling transactions, but also as mediators that facilitate interactions between sellers and buyers. In their role as intermediaries, marketplaces have direct involvement in the transaction process and have the responsibility to maintain integrity, fairness, and security in their ecosystem.²⁴

The complexity of legal responsibility is complicated by regulations that are still limited and do not fully outline the responsibilities and procedures for handling consumer losses in the marketplace. This situation is a major challenge, because the lack of clarity in the regulations can provide loopholes for actions that are not in accordance with business ethics and legal norms. The marketplace, as an online transaction organizer, must have clear and detailed regulations to prevent and handle violations of consumer rights firmly and fairly. In this context, it is necessary to revise and harmonize inclusive laws and regulations, ensuring normative clarity

and fairness in handling consumer violations in the marketplace. This revision will help create a legal environment that is responsive to marketplace dynamics, support the development of a sustainable ecosystem, and provide confidence to stakeholders regarding fairness and copyright protection in online commerce.

CONCLUSION

The responsibility of business actors in the context of e-commerce is regulated in several laws and regulations in Indonesia. Law Number 8 of 1999 concerning Consumer Protection regulates the responsibility of business actors in Article 19. Meanwhile, in Law Number 19 of 2016 concerning Information and Electronic Transactions (ITE), the responsibility of the marketplace is explained in Article 15 paragraph (1). In addition, Government Regulation Number 80 of 2019 concerning Trading Through Electronic Systems (PMSE) also provides a legal basis regarding the responsibility of business actors in this sector, especially in Article 22 paragraphs (1) and (2). This regulation is the main reference that must be adhered to by business actors in carrying out trading activities through electronic systems.

Although Indonesia already has a number of regulations governing buying and selling through e-commerce platforms, their implementation is still considered ineffective in providing maximum protection to consumers.

²³ Abdul Halim, Tanggung Jawab Penyedia Platform E-Commerce Dalam Melindungi Transaksi Jual Beli Melalui Platform E-Commerce, JURNAL NOTARIUS Program Studi Kenotariatan Pascasarjana UMSU Vol. 2, No. 1, Januari-Juni 2023

²⁴ Samsul Djamiludin, Fokky Fuad, Pertanggungjawaban Hukum Marketplace di Indonesia terkait Pelanggaran Hak Cipta: Tantangan, Regulasi, dan Upaya Pencegahan dalam Era E-Commerce, Unes Law Review, Vol. 6, No. 3, Maret 2024

Marketplaces as organizers of online transactions should have clear and detailed rules to prevent and handle violations of consumer rights firmly and fairly. In this context, it is necessary to revise and align the applicable laws and regulations to be more inclusive, by ensuring normative clarity and the principle of justice in consumer protection in the digital realm.

BIBLIOGRAPHY

Book

- Abdul Hakim dan Teguh Prasetyo, "Bisnis E-Commerce Studi: Sistem Keamanan Dan Hukum Di Indonesia", Pustaka Belajar, Yogyakarta, 2005
- Arsyad Sanusi, "Hukum E-Commerce", Sasrawarna, Jakarta, 2011
- Celina Tri Siwi Kristiyanti, Hukum Perlindungan Konsumen, Sinar Grafik, Jakarta, 2008
- Group, Jakarta 2018
- Hans Kelsen, Pure Theory of Law, Terjemah, Raisul Muttaqien, Teori Hukum Murni: Dasar-Dasar Ilmu Hukum Normatif, Bandung: Penerbit Nusa Media, 2008
- Haryo Bagus Handoko, Cara Mudah Membangun Toko Online, Elex Media Komputindo, Jakarta, 2010
- Janus Sidabalok, Hukum Perlindungan Konsumen di Indonesia, PT. Citra Aditya Bakti, Jakarta, 2010
- Komariah, Edisi Revisi Hukum Perdata, Universitas Muhammadiyah Malang, 2001 Onno Purbo dan Aang Arif wahyudi, "Mengenal E-Commerce", Alex Media
- Komputindo, Jakarta, 2001
- Ridwan H.R., Hukum Administrasi Negara, Raja Grafindo Persada, Jakarta, 2006 Rosmawati. "Pokok-Pokok Hukum Perlindungan Konsumen", Prenadamedia

Sabtarini Kusumaningsih, Joko Sutopo, Fenti Nurlaeli, Buku Panduan Marketplace, CV. Global Aksara Pres, Surabaya, 2021

Sabtarini Kusumaningsih, Joko Sutopo, Fenti Nurlaeli, Buku Panduan Marketplace, CV. Global Aksara Pres, Surabaya, 2021

Salim HS dan Erlies Septiana Nurbani, Penerapan Teori Hukum Pada Penelitian Disertasi dan Tesis, Buku Kedua, Rajawali Pres, Jakarta, 2009

Salim HS, Hukum Kontrak Elektronik E-Contract Law, PT. Raja Garafindo, Depok, 2021

Shidarta, Hukum Perlindungan Konsumen Indonesia, Jakarta: PT Grosindo, 2006 Subekti, Aneka Perjanjian, PT Citra Aditya Bakti, Bandung, 2014

Journal Article

- Abdul Halim, Tanggung Jawab Penyedia Platform E-Commerce Dalam Melindungi Transaksi Jual Beli Melalui Platform E-Commerce, JURNAL NOTARIUS Program Studi Kenotariatan Pascasarjana UMSU Vol. 2, No. 1, Januari-Juni 2023
- Aryo Fadlian, Pertanggungjawaban Pidana Dalam Suatu Kerangka, Jurnal Hukum POSITUM Vol.5, No.2, Des 2020
- Emmy Febriani Thalib, Ni Putu Suci Meinarni, Tinjauan Yuridis Mengenai Marketplace Berdasarkan Peraturan Perundang-Undangan Di Indonesia, Jurnal IUS, Vol VII, Nomor 2, Agustus 2019
- <https://www.stabilitas.id/medsos-timbulkan-pelanggaran-hukum-tanggung-jawab-platform-intermediary-harus-diperjelas>
- Hukum Perdata Sebagai Ketentuan Lex Generalis, IPMHI Law Journal, Vol. 1 No. 2, Edisi Juli-Desember 2021

Kevin Alim Rabbani, Lucky Saputra, Graciela Brenda Louisa, Rekonstruksi Syarat Sah Perjanjian yang Terdapat di Dalam Peraturan Pemerintah Nomor 80 Tahun 2019 Tentang perdagangan Melalui Sistem Elektronik Sebagai Ketentuan Lex Specialis Terhadap Pasal 1320 Kitab Undang-Undang

Mahir Pradana, "Klasifikasi Jenis-jenis Bisnis E-Commerce Di Indonesia". Jurnal Neobis. Vol. 9, Desember 2015

Resna Pratiwi Maharani, Tanggung Jawab Penyelenggara Transaksi Elektronik Dalam Melindungi Hak Konsumen, SUPREMASI JURNAL HUKUM VOL. 1, NO. 1, 2018

Rizkinil Jusar, Palmawati Taher, Inge Dwivismiar, Tanggungjawab Pelaku Usaha dan Marketplace terhadap Pelanggaran Asas Itikad Baik dalam Transaksi E-commerce, ULTAN JURISPRUDANCE: JURNAL RISET ILMU HUKUM Volume 3 Nomor 1, Juni 2023

Samsul Djamaludin, Fokky Fuad, Pertanggungjawaban Hukum Marketplace di Indonesia terkait Pelanggaran Hak Cipta: Tantangan, Regulasi, dan Upaya Pencegahan dalam Era E-Commerce, Unes Law Review, Vol. 6, No. 3, Maret 2024 <https://arianhaluan.com/ekbis/pr-102730609/diduga-menjual-barang-palsu-sederet-marketplace-di-indonesia-masuk-pengawasan-as> <https://heylaw.id/blog/lemahnya-perlindungan-hukum-bagi-konsumen-pada-transaksi-e-commerce-bagaimana-pembaharuan-hukum-yang-seharusnya>

Undang-Undang Nomor 7 tahun 2014 tentang Perdagangan

Undang-Undang Nomor 19 Tahun 2016 tentang Perubahan dari Undang-Undang Nomor 11 Tahun 2008 tentang Informasi dan Transaksi Elektronik.

Peraturan Pemerintah Nomor 71 Tahun 2019 Tentang Penyelenggaraan Sistem dan Transaksi Elektronik

Peraturan Pemerintah Nomor 80 Tahun 2019 tentang Perdagangan Melalui Sistem Elektronik (PMSE).Law Number 19 of 2016 concerning Amendments to Law Number 11 of 2008 concerning Electronic Information and Transactions.

Government Regulation Number 71 of 2019 Concerning the Implementation of Electronic Systems and Transactions

Government Regulation Number 80 of 2019 concerning Trading Through Electronic Systems (PMSE).

LEGISLATION

Kitab Undang-Undang Hukum Perdata
Undang-Undang Nomor 8 Tahun 1999
tentang Perlindungan Konsumen