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Consumer Legal Protection Against Non-Conformity of Goods in Online Transactions on Shopee Platform Based on Law Number 8 of 1999

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Abstract:

The rapid development of information and communication technology has significantly increased electronic commerce transactions through marketplace platforms, one of which is Shopee. However, in practice, issues frequently arise regarding the non-conformity of goods received by consumers with the descriptions, specifications, quality, or images displayed by sellers on the platform. This condition leads to consumer losses and highlights the need for adequate legal protection. This study aims to analyze the forms of legal protection available to consumers in cases of non-conforming goods in online transactions on Shopee, based on Law Number 8 of 1999 on Consumer Protection, as well as to examine the responsibilities of business actors for consumer losses.

The research employs a normative juridical method with statutory and conceptual approaches. Data sources are obtained through library research, including primary, secondary, and tertiary legal materials. The results indicate that Law Number 8 of 1999 provides comprehensive legal protection for consumers, particularly through the regulation of consumer rights to obtain goods in accordance with the promised value and condition, as stipulated in Article 4, and the obligation of business actors to provide accurate, clear, and honest information as stipulated in Article 7. In cases of non-conformity, consumers are entitled to file complaints, request returns, replacements, or refunds through mechanisms provided by Shopee, as well as through dispute resolution procedures under applicable laws. Therefore, the Consumer Protection Law serves as a strong legal foundation in ensuring legal certainty, justice, and protection for consumers in online buying and selling transactions.

Keywords: *Consumer Protection; Non-Conformity of Goods; Online Transactions; Shopee; Law Number 8 of 1999.*

A. INTRODUCTION

In today's technological era, developments occur in all aspects of life, including trading activities. At first, trade was carried out in a conventional way, namely by meeting sellers and buyers to carry out buying and selling transactions. Along with the development of technology, the market as a place where demand and supply meet, has changed. Buyers and sellers no longer have to meet face-to-face to make transactions. The emergence of the internet as a new medium has encouraged this change to be more advanced. The speed, convenience, and cheapness of internet costs are considered by many people to use it, including to make transactions.¹

With the advent of the internet, the form of distance and time is no longer an obstacle for everyone to make transactions. In addition to communicating, the internet has unexpectedly developed into a medium for doing business. Buying and selling transactions are carried out through the medium to do business. Buying and selling transactions carried out through the internet are basically the same as buying and selling transactions in general. The existence of trade through the internet has also developed virtual systems, such as *virtual stores* and

¹ Gunawan Widjaja Ahmad Yani, *Law on Consumer Protection*, (Jakarta: Gramedia Pustaka Utama, 2003), p. 35.

virtual companies.² Business people run their business and trade through the internet media and no longer rely on the business of real conventional companies. With this phenomenon, namely the increasing advancement of science and technology is a driver for the productivity and efficiency of producers of the goods or services they produce in order to achieve business goals, legal protection for consumers is seen as an important part of their existence.

In the end, whether directly or indirectly, it is the consumer who bears the impact. With the convenience offered by the internet, it is natural when conventional buying and selling transactions begin to be abandoned. Currently, transactions through internet media are preferred because of the convenience offered. Trade transactions through electronic systems, especially the internet, promise a number of benefits but at the same time also have the potential for a number of losses.³ The development of internet technology raises new problems in the field of law, especially consumer protection law. In the scope of legal and technology talks, legal protection is a very effective thing for the development and application of technology in society. In Law Number 8 of 1999 concerning Consumer Protection, that consumers are everyone who uses goods or services available in

² *Ibid.*, p. 101

³ *Arsyad Sanusi, E-commerce Law, (Jakarta: Sasrawarna Printing, 2019) , p. 217*

society, whether for their own interests, family, other people or other living things and not for trading. The definition of consumer protection itself is the entire regulation and law that regulates the rights and obligations of consumers and producers that arise in their efforts to meet their needs and regulate efforts to ensure the realization of their interests. The law also has several articles that explain consumer protection, namely:

1. Article 4 of the UUPK which states that the consumer's rights include the right to choose goods and or services and obtain the goods and or services in accordance with the exchange rate and the conditions and guarantees promised, the right to true, clear, and honest information about the conditions and to get compensation for the guarantee of goods and or services received not in accordance with the agreement or not as they should.⁴
2. Article 7 of the UUPK which states that it is the obligation for business actors to provide true, clear and honest information about the conditions and guarantees of barracks or services as well as to provide an explanation of use, repair and maintenance, provide compensation or replacement if the goods and or services received or used are not in accordance with

⁴ Based on Article 4 of Law No. 8 of 1999 concerning Consumer Protection

the agreement.⁵

3. Article 8 of the UUPK states that it strictly prohibits business actors from trading goods or services that are not in accordance with the promises stated in the label, etiquette, description, advertisement or promotion of the sale of goods and or services. Based on this article, the incompatibility of the specifications of the goods received with the goods that have been listed in the advertisement/photo of the goods offer is a form of violation for business actors in trading goods.⁶

A concern for internet trade actors is the risk of fraud. Fraud that often occurs includes sellers who do not provide complete information to buyers, sellers who do not send goods after making payments, or sellers who send goods that are not in accordance with the agreement. This form of fraud is very common because transactions are not carried out face-to-face, where buyers cannot see directly the goods they are going to buy can cause large losses that must be borne by the buyer. Therefore, buyers as consumers must get protection in carrying out buying and selling transactions even if they are done through internet media. Which also often happens in the process of buying and selling *online*

⁵ Based on Article 7 of Law No. 8 of 1999 concerning Consumer Protection

⁶ Based on Article 8 of Law No. 8 of 1999 concerning Consumer Protection

or the internet.⁷

The discussions and problems that the author has described above are contradictory and inversely proportional to what is happening today, in this case online merchants who display their sales are not in accordance with the provisions that the author has described above. This problem is one of the reasons why this research was conducted. The phenomenon that occurs in the midst of today's society is very easy to find sellers who sell well-known brand goods without the knowledge of the original brand owner, for example sellers who sell counterfeit goods in the form of clothes, pants, bags, and shoes on the side of the road and there are also through online transactions to buy and sell these counterfeit goods at low prices. These online transactions not only have a positive impact, namely facilitating and accelerating the process of buying and selling the desired goods, but also have a negative impact on consumers, for example, such as the cases that are rampant in the process of online buying and selling transactions, where the goods ordered are not in accordance with what the consumer receives.⁸

⁷ Janus Sidabalok, *Consumer Protection Law in Indonesia*, (Bandung: Citra Aditya Bakti, 2014), *Cet.3*, p.7.

⁸ Agung Nugroho. 2014. The Role of the Indonesian Consumer Foundation in Helping People Harmed by Misleading Advertising. *Lex Jurnalica* (Legal Journal). Home> Jil. 11. No.2.

We can find real evidence related to this case in the comment column of one of the well-known marketplaces in Indonesia, Shopee is one of the leading marketplaces in Southeast Asia, as a marketplace that was launched in Singapore in 2015 and is the main market for Shopee in Southeast Asia. Shopee has become one of the leading online-based marketplaces and is used by more than 200 million users throughout Southeast Asia. In Indonesia, Shopee is one of the most popular online shopping platforms. As an online marketplace, Shopee provides a platform that brings together sellers and buyers. Users can sell their products through Shopee, either as individual sellers or as official stores. On the buyer's side, Shopee offers a wide range of products with various categories, ranging from clothing, electronics, home appliances, daily necessities, to creative products. Shopee has several advantages that make it in demand by users in Indonesia. The easy-to-use interface, efficient search system, and interactive features such as chat and comments help users to find the products they are looking for and interact with other sellers or buyers. In addition, Shopee also offers a variety of safe and convenient payment methods and buyer protection programs to ensure a more secure shopping experience.⁹

⁹ *Ayuni Nilam Cahya, Amoury A Sudiro Legal Protection for Consumers (Case Study of Misleading Flash Sale Information for Consumers). UNES Law Review Vol. 6, No. 3, March 2024. Page 7839.*

Shopee is also active in holding promotions, discounts, and cashback programs that are attractive to users in Indonesia. This provides an opportunity for users to get products at more affordable prices or get additional benefits from their spending. Based on this explanation, in the case where it is found that there are consumers who show dissatisfaction by giving one star accompanied by consumer complaints that the image does not match the goods that the consumer gets or the goods that arrive at the consumer's location are not suitable. In addition, one of the cases that often occurs among students is the case of resellers who share goods not with original documentation but edited results so that many consumers complain directly to the reseller and the results are zero because they are covered up on the grounds that consumers have already ordered. Online merchants who practice using inappropriate images or including different images benefit because of the counterfeit goods sold by many customers who buy them, while from the side of the brand owner and consumers must be disadvantaged because the merchant has sold these counterfeit goods to consumers so that consumers do not get satisfaction in carrying out online buying and selling transactions.¹⁰

¹⁰ *Ibid.*,

RESULTS AND DISCUSSION

B. Forms of Legal Protection for Consumers in Online Buying and Selling Transactions on Shopee

The development of information technology has brought fundamental changes in the legal relationship between business actors and consumers. In the conventional trading system, legal protection is relatively simpler because the seller and the buyer are in direct contact. However, in digital transactions such as at Shopee, the legal relationship becomes more complex because it involves a third party as the operator of an electronic system (platform) that mediates the sale and purchase agreement. Legal protection for consumers in the digital realm cannot be separated from two important perspectives: (1) the application of civil law principles regarding engagement and good faith, and (2) the implementation of consumer protection norms regulated in Law Number 8 of 1999 concerning Consumer Protection (UUPK) and Law Number 11 of 2008 concerning Information and Electronic Transactions (UU ITE).

According to Philipus M. Hadjon, legal protection includes two main dimensions, namely preventive protection, which prevents violations of consumer rights, and repressive protection, which resolves violations and

restores consumer rights after losses have occurred.¹¹ These two forms of protection are the main conceptual frameworks in the analysis of Shopee's policy implementation of consumers.

1. Preventive Legal Protection

Preventive legal protection functions as a "starting fence" to prevent violations of consumer rights. Shopee implements this protection through a policy system and digital technology that aims to maintain fairness and transparency of transactions between sellers and buyers. The forms of preventive legal protection at Shopee can be explained as follows:

- a. Shopee Guarantee as an Implementation of the Escrow Protection System One of the most important preventive legal instruments in the Shopee ecosystem is the Shopee Guarantee system. Through this feature, payments made by buyers are not directly handed over to the seller, but are temporarily held by Shopee until the buyer confirms that the goods were received in the condition according to the description. Juridically, this mechanism is a form of *tripartite agreement*, where Shopee acts as an escrow agent. This system

¹¹ Philipus M. Hadjon, *Legal Protection for the Indonesian People* (Surabaya: Bina Ilmu, 1987), p. 2.

ensures the fulfillment of the principle of good faith as stipulated in Article 1338 paragraph (3) of the Civil Code, as well as the principle of contractual fairness that demands a balance of legal positions between sellers and buyers.¹² In addition, the Shopee Guarantee is also a manifestation of the right to consumer safety and comfort as stipulated in Article 4 letters a and b of the UUPK, where consumers are entitled to obtain guarantees for the goods and services they consume. With this escrow mechanism, Shopee is able to prevent defaults from an early stage, because the seller will be encouraged to fulfill his obligations properly so that the funds are immediately forwarded to him.

- b. Product Information Transparency and Rating Mechanism as a Form of Right to Information
Shopee requires all sellers to provide true, clear, and honest information about the products offered. This is in line with Article 7 letter b of the UUPK, which emphasizes that business actors are obliged to provide accurate information about the condition of the goods. In addition, Shopee provides a rating and review feature that allows other consumers to see previous user experiences. This feature acts as a digital self-regulation

¹² *Civil Code, Article 1338 paragraphs (1) and (3).*

mechanism, which strengthens the principle of public information disclosure. The existence of the review feature also expands legal protection socially, because information submitted by other consumers can be the basis for the next buyer to avoid dishonest sellers. Thus, this system strengthens the implementation of consumers' rights to correct information as guaranteed by the UUPK.¹³

- c. The Return Policy as Shopee's Preventive Legal Assurance provides an opportunity for buyers to apply for a return (*return/refund policy*) if the product received does not match the description, is damaged, or is defective. This policy is preventive as well as early corrective, because it prevents the escalation of disputes between buyers and sellers. This policy is in line with the principle of protection of consumer rights as stipulated in Article 4 letter h of the UUPK, namely the right to get compensation, compensation, or replacement if the goods received are not in accordance with the agreement. With this system, Shopee has provided internal legal means for consumers to fight for their rights without having to go through litigation.

¹³ Law of the Republic of Indonesia Number 8 of 1999 concerning Consumer Protection, Article 7 letter b and Article 4 letter h.

- d. **Security and Protection of Users' Personal Data**
The protection of consumers' personal data is an integral part of the right to security in electronic transactions. Shopee implements a digital security system that includes data encryption, two-step authentication (2FA), and financial transaction protection. The legal provisions that govern this obligation are contained in Article 15 paragraph (1) of Government Regulation Number 71 of 2019, which states that electronic system operators are obliged to maintain the reliability and security of the system and be responsible for losses caused by their mistakes.¹⁴ Thus, Shopee is not only responsible in the context of transactions, but also in the context of protecting users' identities and personal information, as a form of applying the principles of security and reliability of digital law (cyber trust principle).
- e. **Analysis of the Effectiveness of Preventive Protection**
From the perspective of preventive legal protection theory, according to Hadjon, Shopee has fulfilled the elements of prevention against potential consumer losses through technology instruments and platform policies. However,

¹⁴ *Government Regulation of the Republic of Indonesia Number 71 of 2019 concerning the Implementation of Electronic Systems and Transactions, Article 15 paragraph (1).*

implementation in the field shows that the effectiveness of this protection still depends on consumer digital literacy. Many consumers do not read service policies, do not understand the deadline for submitting complaints, or neglect to confirm receipt of goods. As a result, the right to preventive protection is not utilized to the fullest. Therefore, there is a need for the role of the state and educational institutions to increase public digital legal awareness so that preventive protection can run effectively.

2. Repressive Legal Protection

Repressive legal protection is a mechanism that is carried out after a violation of consumer rights. The goal is to restore the situation so that consumers regain their rights and restore the legal balance. Shopee provides several forms of repressive protection that have been adjusted to the principle of non-litigation justice enforcement (alternative dispute resolution), namely fast, efficient, and trust-based dispute resolution.

a. Internal Dispute Resolution (Resolution Center)

Shopee provides a Resolution Center as an online mediation forum between sellers and buyers. This facility makes it easier for consumers to submit evidence such as photos of goods, product descriptions, and

transaction history. Shopee then acts as an administrative mediator to determine whether the refund request is worth granting. This system is in line with Article 45 paragraph (2) of the UUPK, which provides an option for consumers to resolve disputes outside of court to reach a peaceful agreement.¹⁵ However, institutionally, Shopee is not a state-recognized dispute resolution institution, so decisions in *the Resolution Center* are administrative and do not have the force of executive law. This is the main limitation of the internal settlement system on e-commerce platforms.

b. Refunds and Replacements

If the results of the mediation show that the seller has committed a violation, Shopee gives the consumer the right to receive a refund or replacement. This system is implemented as a form of responsibility for business actors in accordance with Article 19 paragraph (1) of the UUPK, which requires compensation for losses experienced by consumers. In addition, this policy also reflects the implementation of the principle of restorative justice in the

¹⁵ *Law of the Republic of Indonesia Number 8 of 1999 concerning Consumer Protection, Article 45 paragraph (2).*

context of consumer protection, namely recovery of the aggrieved party without the need to cause new losses for business actors in good faith.

- c. Sanctions for Business Actors Who Violate
- Shopee imposes a multi-level sanction system for sellers who are proven to violate the provisions, including:
- 1) Warnings or downgrades of the store;
 - 2) Account freeze or store decommissioning;
 - 3) Permanent removal from the platform.

The application of this sanction is a form of enforcement of administrative liability from electronic system operators, as stipulated in Article 18 paragraph (1) letter c of the Minister of Trade Regulation Number 50 of 2020, which requires operators to provide guidance and supervision to digital business actors.¹⁶ However, in terms of legal certainty, these internal sanctions do not yet have a formal juridical basis outside of platform policies, so their effectiveness is highly dependent on Shopee's internal system. Therefore, there is a need for coordination between Shopee and supervisory agencies such as the Ministry of

¹⁶ *Regulation of the Minister of Trade of the Republic of Indonesia Number 50 of 2020, Article 18 paragraph (1) letter c.*

Trade to ensure that administrative sanctions go hand in hand with national legal sanctions.

d. Analysis of the Effectiveness of Repressive Protection

When analyzed based on the legal theory of consumer protection, repressive protection at Shopee is more administrative and private than public law. This means that dispute resolution still relies on the company's internal system, not yet involving legal institutions such as the Consumer Dispute Resolution Agency (BPSK) or the District Court. This condition poses a risk of legal uncertainty, because not all Shopee's administrative decisions can be tested juridically. Thus, the repressive legal protection implemented by Shopee can be said to be practically efficient but normatively weak. To strengthen it, it is necessary to integrate Shopee's internal settlement mechanism with formal legal mechanisms, so that dispute resolution decisions can have permanent legal force (final and binding).

3. Electronic agreement theory

This theory is a theory that is very relevant in research on consumer legal protection in online buying

and selling transactions on the Shopee platform. This is because the legal relationship between the seller and the buyer in the marketplace is basically born from an **agreement made through an electronic system (electronic contract / e-contract)**. Conceptually, an electronic agreement is an agreement between two or more parties that is made, sent, received, and stored in electronic form through internet media or other electronic systems. From the perspective of Indonesian civil law, the main basis of this theory still rests on the **provisions of Article 1320 of the Civil Code** regarding the conditions for the validity of the agreement, namely: **agreement of the parties; the competence of the parties; a certain thing; because it is halal.**

Based on Article 1 number 17 of Law No. 11 of 2008 concerning Electronic Information and Transactions (ITE Law), an electronic agreement is defined as an agreement made through an electronic system and made without a direct meeting between the parties. A tool for compiling, sending, and receiving electronic data is known as an electronic system. When a consumer expresses his consent in a certain way, such as clicking the "agree" or "confirm order" button, an electronic agreement is made through digital media in ecommerce. Terms of agreement under the Civil Code According to Article 1320 of the Civil Code, agreements that meet four conditions are considered valid:

- a. Agreement between contracting parties
- b. Ability to make agreements
- c. Specific object of the agreement
- d. Valid reasons and not contrary to the law.

These conditions still apply to electronic agreements, regardless of whether they are digital or not. For example, in an e-commerce platform such as Shopee, the statement of "agree" indicates an agreement. that regulates Electronic Agreements Some of the regulations that are the legal basis for electronic agreements in Indonesia include: a. Law No. 11 of 2008 concerning Electronic Information and Transactions (ITE Law): Regulates the legality of electronic information and electronic documents as legal evidence. In accordance with Government Regulation No. 80 of 2019 concerning Trade Through Electronic Systems: Affirms that electronic transactions must meet the principles of trust, security, and consumer protection. in Law No. 8 of 1999 concerning Consumer Protection: Guarantees consumers' rights to comfort, security, and safety in using products and services. So that E Commerce and Shopee's business model Trading conducted through electronic media, such as the internet, is called ecommerce. E-commerce business models can be categorized into:

- a. B2C (Business to Consumer): Transactions between business actors and consumers.
- b. C2C (Consumer to Consumer): A transaction between an individual acting as a seller and a buyer.¹⁷

In this case, Shopee uses both of these business models, where the seller can be an individual (C2C) or a business entity (B2C). Platforms like Shopee provide a system that allows electronic transactions, including features such as "checkout", "payment", and "consensus resolution center" are the main elements in the formation of a valid agreement, as stipulated in Article 1320 of the Civil Code. In the context of electronic transactions on Shopee, an agreement is reached when the buyer explicitly expresses his or her agreement to the terms and conditions set.

Implementation of Consumer Protection for *Online* Buying and Selling (Shopee) Based on Law Number 8 of 1999?

The implementation of consumer protection in online buying and selling transactions through the Shopee platform is basically the application of legal

¹⁷ Rusviana, Z., & Suliantoro, A., *Sale and purchase agreements via the internet (e-commerce) reviewed from the perspective of civil law. Legal Dynamics*, 19(2), 61-69. (2018).

norms regulated in Law Number 8 of 1999 concerning Consumer Protection on the legal relationship between consumers, business actors, and electronic platform operators. In e-commerce transactions, consumers often face various problems, such as goods that do not match description, hidden defects, delay in delivery, unilateral cancellation, fraud, and difficulties in refunds. The UUPK is here to guarantee consumers' rights to safety, comfort, and legal certainty. The implementation of obtaining consumer protection for online buying and selling through Shopee based on the UUPK is carried out through the fulfillment of information rights, transaction security, complaint mechanisms, compensation, and dispute resolution both within the platform and through legal institutions such as BPSK. Thus, the UUPK provides a strong legal basis for consumers to obtain legal certainty for losses incurred in online transactions. Advances in information technology have created a major transformation in the economic activities of the global community, including Indonesia. One of them is the existence of internet-based online commerce or what is often referred to as e-commerce or electronic commerce,

The increasingly advanced development of the internet is one of the driving factors for the development of e-commerce in Indonesia. Electronic commerce (ecommerce) is increasingly in demand because it

provides various conveniences and efficiency in transactions. One of the platforms that is widely used by the Indonesian people is Shopee. Where this application offers quick and easy access to buying various products, from household needs to electronic goods. However, behind this convenience, online transactions also present risks and challenges, especially for consumers. This is because the existence of dishonest or irresponsible sellers can cause consumers to suffer material and immaterial losses. Many reports show that there are consumer complaints related to goods received that do not match the description, damaged goods, do not reach the buyer's hands, and even fraud committed by parties on behalf of Shopee.

This phenomenon raises important questions about the extent to which legal protection can be provided to consumers in the context of online buying and selling transactions. Consumer protection is any effort that guarantees legal certainty to provide protection to consumers, with a broader scope covering from the stage of obtaining goods or services to the consequences of using the goods or services. The first challenge in consumer legal protection in online goods buying and selling transactions is weak law enforcement. Although there are laws regulating consumer protection in Indonesia, their implementation is still ineffective in the context of online goods buying and selling

transactions. The limited human, financial, and technological resources in law enforcement are one of the reasons why violations of consumer rights in online transactions often occur without firm action. The lack of understanding and awareness among consumers is also one of the main challenges in consumer legal protection in online goods buying and selling transactions.¹⁸

In the implementation of consumer protection in online buying and selling transactions through the Shopee platform, it is a concrete form of implementing the norms of **Law Number 8 of 1999 concerning Consumer Protection** (hereinafter referred to as UUPK) in the context of electronic commerce. The development of information technology has changed the pattern of legal relations between business actors and consumers, from conventional transactions to digital transactions that are carried out without direct meetings between the parties. In practice, consumers often experience various forms of losses, such as goods received that do not match the description, delay in delivery, product defects, unilateral cancellation of transactions, and failure to refund funds. Therefore, the implementation of legal protection is very important to ensure legal certainty and a sense of justice for consumers. The latest legal research

¹⁸ Valentin, "A Descriptive Study of Hedonistic Shopping Motivation in Shopee Online Store Consumers", *EMBA Journal*, Vol. 6, No. 4 (September, 2018): 2243. 6 Subekti, *Agreement Law* (Jakarta: Intermasa, 2004), 79.

also confirms that the UUPK remains the main basis for protection in Shopee transactions and disputes can be resolved through the platform and BPSK.

According to **Article 4 of the UUPK**, consumers have the right to obtain comfort, security, and safety in consuming goods and/or services, as well as the right to obtain true, clear, and honest information about the condition of the goods being traded. In Shopee transactions, the implementation of this norm can be seen from the seller's obligation to include a product description, price, specifications, size, color, condition of the goods, and estimated delivery time. If the goods received do not match the information displayed, the consumer has the right to file objections and claims for compensation. Practically, consumer protection at Shopee is implemented through the **Shopee Guarantee system**, which is a mechanism for withholding buyer funds by the platform until the goods are declared well received by consumers. This system is a form of preventive legal protection, because it aims to prevent losses from occurring before the transaction is declared complete. With this mechanism, funds are not directly received by the seller so that consumer rights are better protected in the event of default. In addition to preventive protection, Shopee also provides **repressive protection** through the complaint feature or resolution center. Consumers can file complaints by uploading

evidence in the form of photos, videos, and explanations of the non-conformity of the goods received. This mechanism is the implementation of consumers' rights to be heard and their complaints as stipulated in Article 4 letter d of the UUPK. Legal literature that discusses Shopee transactions also places the complaint and dispute resolution features of the platform as a tangible form of implementation of consumer rights.¹⁹

Furthermore, the form of implementation of consumer protection is also seen in the provision of compensation. Based on **Article 19 of the UUPK**, business actors are responsible for providing compensation for damage, pollution, and/or losses to consumers due to the use of traded goods and/or services. In Shopee transactions, this responsibility is realized through refunds, replacement of goods, or return of goods. Juridical research on Article 19 in electronic transactions also confirms the obligation of business actors to meet compensation for defaults in e-commerce.

If dispute resolution through the platform does not reach an agreement, consumers can take the dispute resolution route outside the court through the Consumer

¹⁹ Ria Sintha Devi and Feryanti Simarsoit, "Legal Protection for Ecommerce Consumers According to Law N0. 8 of 1999 concerning Consumer Protection", Jurnal Rectum, Vol. 2, No. 2.

Dispute Resolution Agency (BPSK) or through the district court. This is in accordance with **Article 45 of the UUPK** which gives consumers the right to resolve disputes through litigation and non-litigation. In addition, the role of the National Consumer Protection Agency is also important in providing advocacy and supervision for the protection of consumer rights.

From an academic perspective, the implementation of consumer protection in Shopee transactions shows that the UUPK is still relevant in the development of digital commerce, although in practice it is still necessary to harmonize with provisions regarding electronic transactions and personal data protection. Thus, consumers have a strong legal basis to claim their rights for any losses incurred in online buying and selling transactions. Basically, buying and selling transactions carried out through the Shopee platform involve three main legal subjects, namely:

1. Sellers (merchants) as direct business actors;
2. Buyer (consumer) as the recipient of goods or services; and
3. Shopee (PT Shopee International Indonesia) as an electronic system operator that brings together both parties in the digital space.

The legal relationship between the three is a triangular contract relationship, where Shopee acts as an intermediary without being directly involved in the substance of the sale and purchase agreement, but still has an administrative legal obligation to ensure the security of the system and the fairness of transactions.²⁰

In this system, legal liability is divided into two main layers, namely:

1. Legal Responsibility of the Seller (Direct Business Actor)

Business actors are the parties most responsible for the occurrence of transactions and their legal consequences. In the context of Shopee, sellers are obliged to fulfill obligations as stipulated in Article 7 of the UUPK, including providing correct information, ensuring the quality of goods, and providing compensation in the event of consumer losses.

a. Liability due to Breach of Contract

In civil law, violations of the sale and purchase agreement are called defaults, as stipulated in Article 1243 of the Civil Code, which is a situation in which the debtor does not fulfill its obligations as agreed.

²⁰ Kusaimah, "Consumer Protection of Goods Delivery Services in the Event of Delay in Delivery of Goods", *Jurnal Adil*, Vol. 3, No. 1 (2021): 76.

Examples of defaults that often occur on Shopee include:

- 1) The goods shipped do not match the description or photo of the product;
- 2) Goods are defective or damaged due to packaging negligence;
- 3) The goods are not delivered after payment has been made; or
- 4) The seller declines responsibility for the goods that have been delivered.

In this situation, the seller is obliged to compensate the consumer in the form of refund, *replacement*, or other compensation agreed. This is the application of the principle of *pacta sunt servanda* in Article 1338 of the Civil Code, which requires the parties to execute the agreement in good faith.²¹

b. Liability due to Unlawful Acts (Onrechtmatige Daad)

In addition to default, business actors can also be held liable under Article 1365 of the Civil Code if they commit tort *liability*. An example is if the seller deliberately provides false information, deceives consumers, or trades counterfeit goods (fake) that harm other

²¹ *Civil Code, Article 1338 paragraph (1) and Article 1243.*

parties. In cases like this, the seller's liability is not only civil, but can also be subject to criminal sanctions under Article 62 of the UUPK, for trading goods that are not in accordance with the agreement and misleading consumers.²²

c. The Obligation to Provide Compensation to Consumers

The UUPK provides a clear legal basis for the provision of compensation, as stipulated in Article 19 paragraph (1), that business actors are obliged to provide compensation, compensation, or reimbursement if the goods or services received are not in accordance with the agreement.

In the context of Shopee, the form of compensation can be in the form of:

- 1) Refunds through the Shopee escrow system;
- 2) Replacement of new goods (replacement);
- 3) Provision of compensation vouchers if agreed by the parties.

This obligation strengthens the principle of full responsibility of business actors for the consequences caused by their products, while

²² *Law of the Republic of Indonesia Number 8 of 1999 concerning Consumer Protection, Article 62.*

reflecting legal protection of consumer rights.²³

2. Shopee's Responsibilities as an Electronic System Operator (Intermediary Liability)

Even though Shopee is not a direct party to the sale and purchase agreement between the seller and the buyer, legally Shopee still has administrative and technological responsibilities based on the laws and regulations that govern electronic transactions.

a. Legal Basis of Shopee's Liability

According to Article 15 paragraph (1) of Government Regulation Number 71 of 2019 concerning the Implementation of Electronic Systems and Transactions (PP PSTE), every electronic system operator is obliged to ensure the reliability and security of the system and be responsible for losses caused by their mistakes or negligence.²⁴

This means that Shopee can be held liable if it occurs:

- 1) System failures that cause consumer funds to be lost;

²³ Ibid., Article 19 paragraph (1).

²⁴ Government Regulation of the Republic of Indonesia Number 71 of 2019 concerning the Implementation of Electronic Systems and Transactions, Article 15 paragraph (1).

- 2) Leakage of the user's personal data; or
- 3) Inaccuracies in information due to unreliable systems.

Thus, Shopee's responsibility is not on the substance of buying and selling goods, but on the functions of supervision, system administration, and user data protection.

b. The Concept of Intermediary Liability in Cyber Law

In cyber *law*, the concept of intermediary liability is known, which is limited liability attached to digital platform providers. Shopee can be held accountable if it is known to know, allow, or not immediately follow up on violations committed by business actors on its platform. This concept has been applied in international practice such as in the European Union through the EU Directive on E-Commerce (2000/31/EC), which states that electronic system operators have an obligation to immediately take *down obligations* for content or products that violate the law after receiving official notification. Thus, Shopee is required to have an enforcement policy against violating business actors, so as not to

participate in legal negligence that results in harm to consumers.²⁵

c. Forms of Shopee Administrative Responsibility

Shopee implements several forms of administrative responsibility as an effort to protect the law, including:

- 1) Implement a Know Your Seller (KYS) identity verification policy;
- 2) Provide consumer complaint and shipment tracking features;
- 3) Conduct moderation and removal of illegal content;
- 4) Provide compliance reports to the Ministry of Trade in accordance with Articles 14-15 of Permendag Number 50 of 2020.²⁶

This mechanism shows that Shopee has normatively carried out its administrative function as an electronic system operator. However, the supervisory mechanism is still internal and not fully transparent, so it needs to be supervised by state authorities to be in

²⁵ Directive 2000/31/EC of the European Parliament and of the Council on certain legal aspects of Information Society Services, Article 14.

²⁶ Regulation of the Minister of Trade of the Republic of Indonesia Number 50 of 2020, Articles 14–15.

line with the principles of public accountability.

d. Shopee's Legal Liability Analysis

Shopee can be categorized as having indirect liability which is fault-based liability, which is a liability that arises if it is proven to be negligent in carrying out its obligations to supervise or secure the system. In practice, Shopee often uses the "disclaimer" clause in the terms and conditions of the user, which states that Shopee is not responsible for the seller's fault. However, based on Article 18 paragraph (1) letter a of the UUPK, the clause that abolishes the responsibility of business actors for the goods/services traded is declared null and void.⁷²⁷ This means that if Shopee uses this clause, then legally Shopee can still be held liable if it is found to be negligent in supervising transactions that are detrimental to consumers. Gunawan Widjaja's opinion emphasized that in digital legal relations, system operators are obliged to be responsible for the reliability of the system and the security of transactions, as part of

²⁷ Law of the Republic of Indonesia Number 8 of 1999 concerning Consumer Protection, Article 18 paragraph (1) letter a.

preventive legal protection against public trust (trust-based liability).²⁸

3. State Responsibility in Law Supervision and Enforcement

The state through the Ministry of Trade, the National Consumer Protection Agency (BPKN), and the Consumer Dispute Resolution Agency (BPSK) have a constitutional obligation to guarantee consumer rights in the digital space. Based on Articles 30 and 31 of the UUPK, the government is obliged to provide guidance, supervision, and the imposition of administrative sanctions against business actors who violate consumer rights. However, the effectiveness of supervision in the e-commerce sector is still limited because:

- a. Not all transactions are recorded by the government system;
- b. There is no solid coordination between agencies;
- c. Low public awareness to report to BPSK.

According to Az. Nasution, the success of consumer protection in the digital era can only be achieved if the state acts not only as a rulemaker, but also as an active regulator and consumer protector.²⁹ Thus,

²⁸ Gunawan Widjaja, *Product Responsibility in Consumer Protection Law* (Jakarta: RajaGrafindo Persada, 2014), p. 61.

²⁹ Az. Nasution, *Consumer Protection Law: An Introduction* (Jakarta: Diadit Media, 2012), p. 43.

legal protection for Shopee consumers is not only a private responsibility between business actors and platform operators, but also the responsibility of the state public in ensuring justice and legal certainty in the digital space.

The development of electronic commerce (e-commerce) systems such as Shopee has brought significant progress in the accessibility and efficiency of people's economic transactions. However, on the other hand, this progress also presents new challenges in the implementation and enforcement of the law, especially in the protection of consumer rights. Analysis of buying and selling practices at Shopee shows that there is a gap between legal norms (*das sollen*) regulated in laws and regulations and empirical reality (*das sein*) that occurs in digital transaction practices. This gap is caused by institutional factors, legal awareness, and the complexity of legal relationships in the online trading system.

1. The Normative Gap: An Uncomprehensive Legal Framework

Normatively, legal protection of consumers has been regulated in several regulations, including:

- a. Law Number 8 of 1999 concerning Consumer Protection (UUPK);

- b. Law Number 11 of 2008 concerning Information and Electronic Transactions (ITE Law);
- c. Government Regulation Number 71 of 2019 concerning the Implementation of Electronic Systems and Transactions (PP PSTE);
- d. Regulation of the Minister of Trade Number 50 of 2020 concerning Provisions for Business Licensing, Advertising, Coaching, and Supervision of Business Actors in Trade Through Electronic Systems.

Doctrinally, these regulations have provided a strong legal basis for digital transactions. However, the regulation is still sectoral and fragmentary, and has not yet regulated in detail the tripartite legal relationship between sellers, buyers, and platform operators. For example, the UUPK regulates the responsibilities of business actors towards consumers, but does not explicitly regulate the responsibilities of digital platform operators such as Shopee. Meanwhile, the ITE Law and PP PSTE only regulate administrative responsibility for electronic systems, without affirming the legal consequences on the substance of the sale and purchase agreement. As a result, when violations such as goods do not match descriptions or production defects occur, consumers often have difficulty determining which party is legally responsible, whether the seller is a direct

business actor, or Shopee as the system operator that facilitates the transaction.³⁰ This condition causes legal *uncertainty*, even though legal certainty is one of the main values in Gustav Radbruch's legal theory, which states that law must be able to provide a guarantee of clarity and stability in social relations.³¹

2. Empirical Gaps: Implementation of Legal Protection in the Field

From the results of observations on user reviews and public complaint data, there are still many inconsistencies between the goods received and product descriptions, as well as weaknesses in Shopee's internal dispute resolution mechanism.

a. Lack of Consumer Legal Knowledge and Awareness

Most consumers do not understand the procedure for submitting a claim or the deadline for submitting a return of goods. Many consumers think that Shopee is directly responsible for all losses, even though legally, Shopee is only an intermediary who provides transaction facilities. This shows the weak digital legal literacy of the community, which results in the ineffective implementation of the legal protection that is

³⁰ *Law of the Republic of Indonesia Number 8 of 1999 concerning Consumer Protection; Law of the Republic of Indonesia Number 11 of 2008 concerning Information and Electronic Transactions.*

already available. According to Az. Nasution, without high legal awareness from consumers, consumer protection law will only be a "*law in the book*" that has no use in the field.³²

b. Limitations of Shopee's Internal Dispute Resolution Mechanism

Shopee has provided the Resolution Center feature as a means of dispute resolution, but this mechanism is administrative and does not have binding legal force. Shopee's mediation decision is only valid as long as the parties are willing to accept the outcome. If one of the parties refuses, the dispute cannot be resolved through internal channels and must be brought to the Consumer Dispute Resolution Agency (BPSK) or the court. Unfortunately, most consumers are reluctant to proceed to the formal channel due to the complicated costs, time, and procedures, so many cases end up without a definite legal settlement. Unfortunately, most consumers are reluctant to proceed to the formal channel due to the cost, time, and complicated procedures, so many cases end up without a definite legal settlement. According to **Soerjono Soekanto's theory of legal effectiveness**, the success of a rule of law is

³² Az. Nasution, *Consumer Protection Law: An Introduction* (Jakarta: Diadit Media, 2002), p. 44.

determined by five factors: the law itself, law enforcement, facilities, society, and legal culture.³³

In the context of Shopee, the last four factors have not functioned optimally, especially public legal awareness and supervision of state institutions.

3. Institutional Gaps: Weak Coordination and Law Enforcement

Institutionally, supervision of e-commerce transactions still faces coordination obstacles between government agencies. The Ministry of Trade is responsible for business licenses and supervision of business actors; BPKN plays a role in consumer protection policies; Kominfo is authorized to supervise electronic systems; while OJK and BI supervise digital payment systems. However, there is not yet a single special institution that has comprehensive authority to handle consumer disputes in the electronic commerce sector. This creates an overlap of authority and weakens law enforcement. According to Philipus M. Hadjon, effective legal protection requires synergy between normative and institutional aspects, so that the law does not stop at the text level, but really provides real benefits to society.³⁴

³³ Soerjono Soekanto, *Factors Influencing Law Enforcement* (Jakarta: RajaGrafindo Persada, 2018), p. 8.

³⁴ Philipus M. Hadjon, *Legal Protection for the Indonesian People* (Surabaya: Bina Ilmu, 2010), p. 5.

4. Gaps in Legal Sanctions Enforcement

Normatively, business actors who violate the provisions of the UUPK can be subject to administrative, civil, and even criminal sanctions. However, in practice, the enforcement of legal sanctions for violations at Shopee is still rarely carried out in real terms. The main weaknesses lie in:

- a. Lack of effective investigation and electronic evidence mechanisms;
- b. Reliance on Shopee's internal policies;
- c. Weak official reports or complaints from consumers to state institutions.

In fact, Article 62 of the UUPK expressly stipulates that business actors who violate the provisions on goods or services can be subject to imprisonment for a maximum of 5 years or a maximum fine of IDR 2 billion. However, in the context of online transactions, these sanctions are almost never applied due to the difficulty of digital proof and the lack of official reporting. This condition gives the impression that legal protection at Shopee is a mere administrative formality, without being accompanied by real law enforcement in the field.

5. Implications of the Gap on Legal Certainty and Justice

The gap between legal norms and practices at Shopee has serious consequences for the principles of legal certainty (*rechtssicherheit*) and legal justice (*gerechtigke*t).

- a. In terms of legal certainty, consumers do not have a clear guarantee regarding the protection mechanism in the event of a loss.
- b. In terms of legal justice, the position of consumers tends to be weak compared to business actors and platform operators who have greater resources.

According to Gustav Radbruch's theory, if the law loses its balance between certainty, justice, and utility, then the law loses its moral essence as a means of social justice.³⁵ Therefore, there is a need for a reformulation of legal policies that place the protection of digital consumers as a national priority, with the principle:

- a. Integration between regulations and supervisory agencies;
- b. Shared liability obligations between the seller, the platform, and the country;
- c. Strengthening the role of BPSK and BPKN in handling e-commerce disputes;

³⁵ *Gustav Radbruch, Op. Cit., p. 108.*

d. Increasing digital legal literacy for the community.

These measures are expected to narrow the gap between legal norms and consumer protection practices in Indonesia, especially on the Shopee platform.

Online buying and selling transactions through the Shopee platform are a form of modern engagement that takes place in the digital space (*cyberspace*), where legal relationships are no longer direct (*face-to-face*), but through an electronic system operated by the platform operator. Therefore, the two main regulations that are the basis for legal protection in these transactions are Law Number 8 of 1999 concerning Consumer Protection (UUPK) and Law Number 11 of 2008 concerning Information and Electronic Transactions (ITE Law). These two laws have different characteristics and focuses, but they are complementary in providing legal guarantees to digital consumers.

1. UUPK as a Substantive Basis for Consumer Protection

The UUPK functions as the main legal umbrella (*lex generalis*) that regulates the relationship between business actors and consumers. The UUPK affirms the principle that business actors are obliged to guarantee that goods or services traded in accordance with quality,

safety, and correct information standards. Important articles in the UUPK that are relevant to Shopee transactions include:

- a. Article 4 provides fundamental rights to consumers, including the right to comfort, security, safety, correct information, and the right to have their complaints heard.
- b. Article 7 regulates the obligation of business actors to be in good faith in carrying out their business activities and providing correct and honest information.
- c. Article 8, prohibits business actors from trading goods that do not match the label, advertisement, or description provided.
- d. Article 19 regulates the obligation of business actors to provide compensation if goods or services are not in accordance with the agreement.

In the context of Shopee, these norms are the basis for the seller's responsibility to the consumer if the goods received do not match the description. In addition, Article 62 of the UUPK provides a threat of criminal sanctions for business actors who deliberately trade goods that are not in accordance with the agreement or mislead consumers.³⁶ From a philosophical perspective,

³⁶ Law of the Republic of Indonesia Number 8 of 1999 concerning Consumer Protection, Article 62.

the UUPK reflects a protective approach that puts consumers in a position that must be protected from the economic power of business actors. This approach is in accordance with Philipus M. Hadjon's view, that legal protection is the state's action to prevent the abuse of economic and social power against weaker parties.³⁷ Thus, the UUPK is a substantial (material) basis for Shopee's consumer protection, because it regulates the rights, obligations, and legal responsibilities of the parties in the buying and selling agreement.

2. ITE Law as a Formal and Procedural Basis for Electronic Transactions

In contrast to the substantive UUPK, the ITE Law functions as a formal-procedural basis, which provides legal legitimacy for electronic transactions and digital documents. The ITE Law guarantees that electronic contracts have the same legal force as conventional contracts. This is emphasized in Article 5 paragraph (1) of the ITE Law which states that *electronic information and/or electronic documents are considered valid as legal evidence*.³⁸ In addition, Article 18 paragraph (1) of the ITE Law emphasizes that an electronic agreement is valid if there is an agreement between the parties that is carried out

³⁷ Philipus M. Hadjon, *Legal Protection for the Indonesian People* (Surabaya: Bina Ilmu, 2015), p. 4.

³⁸ Law of the Republic of Indonesia Number 11 of 2008 concerning Information and Electronic Transactions, Article 5 paragraph (1) and Article 18 paragraph (1).

through a reliable and secure electronic system. In the context of Shopee, the transaction process — from the selection of goods, payment, to confirmation of receipt — is a form of electronic agreement (*click agreement*), which is legally valid as long as it meets the elements:

- a. Agreement of the parties;
- b. Legal proficiency;
- c. The presence of a particular object; and
- d. Halal reasons (Article 1320 of the Civil Code).

Thus, all buying and selling activities on Shopee, including payments through *ShopeePay* or *escrow transfers*, have binding legal force as in general agreements. In addition, Article 26 of the ITE Law regulates the obligation of electronic system operators, such as Shopee, to protect users' personal data from misuse. This confirms that Shopee is not only responsible for the security of transactions, but also for the security of consumer information, including account data, addresses, and personal identities.

3. Synergy between UUPK and ITE Law in Digital Consumer Protection

Although the UUPK and the ITE Law were born from different contexts, they have a mutually reinforcing relationship.

- a. The UUPK provides protection for the content of transactions, consumer rights, and the responsibilities of business actors.
- b. The ITE Law provides a legal basis for the transaction process and digital data security.

These two regulations create a balance between substance and legal procedure, where consumer protection concerns not only products and services, but also the way transactions are conducted electronically. For example:

- a. If the seller provides false information about the product → violation of UUPK Article 8;
- b. If consumer data is leaked due to the negligence of the Shopee system → violation of the ITE Law Article 26;
- c. If the buyer does not get the goods according to the order → enforcement through Article 19 of the UUPK;
- d. If electronic payments fail due to an unreliable system, **Shopee** → responsible based on Article 15 of the PP PSTE.

Thus, legal protection at Shopee is integrative (integrated legal protection), that is, a collaboration between substantive norms (UUPK) and procedural

norms (ITE Law) that are applied simultaneously in a digital legal ecosystem.

4. Challenges of Implementing the Second Law in Shopee Transactions

Although the UUPK and the ITE Law have provided a sufficient legal basis, their implementation in the field still faces various challenges, including:

a. **Dualism of Authority and Law Enforcement**

In cases of violations, there is often overlap between the trade supervisory agency (Ministry of Trade) and the digital technology supervisory agency (Kominfo). As a result, the handling of complaints becomes slow and inefficient.

b. **Lack of Specific Legal Mechanisms for E-Commerce**

There is no specific law that comprehensively regulates the responsibilities of digital platforms, including Shopee. This is different from some developed countries that already have their own E-Commerce Law.

c. **Limited Consumer Awareness and Access to Dispute Resolution Institutions**

As found in Chapter III, most consumers do not follow up on disputes to BPSK because they do not understand the applicable legal procedures.

This condition creates a gap between the ideal rule of law (*das sollen*) and actual legal practice (*das sein*), which ultimately reduces the effectiveness of legal protection for consumers at Shopee.

5. Normative Analysis: Integration and Harmonization of Digital Law

Theoretically, the relationship between the UUPK and the ITE Law can be understood through the progressive law approach developed by Satjipto Rahardjo, that the law must be able to adapt to social and technological changes.³⁹ This means that digital consumer protection is not enough just by relying on conventional law, but also requires regulatory reform and coordination between legal authorities. This approach is also in line with Gustav Radbruch's theory of legal balance, which demands harmony between legal certainty (UUPK), justice (ITE Law), and social benefits (digital protection).⁴⁰ Thus, the synergy between the UUPK and the ITE Law is expected not only to produce legal certainty in electronic transactions, but also to create a sense of justice and trust for people who use e-commerce platforms such as Shopee.

³⁹ *Satjipto Rahardjo, Progressive Law: A Synthesis of Indonesian Law (Jakarta: Kompas, 2012), p. 23.*

6. Consumer Legal Protection Theory

The main theory that is relevant in this discussion is **the theory of legal protection**. According to **Satjipto Rahardjo**, legal protection is an effort to provide protection for human rights that are harmed by others and this protection is provided so that people can enjoy all the rights granted by the law. In the context of online buying and selling through Shopee, this theory places consumers as parties who must obtain guarantees for their rights, especially if it occurs: goods do not match the description; delay in delivery; fraud by the seller; unilateral transaction cancellation; defect of goods; no refund. Law Number 8 of 1999 concerning Consumer Protection (UUPK) expressly regulates consumer rights in **Article 4**, including the right to comfort, security, safety, and the right to obtain true, clear, and honest information about the condition of goods and/or services. The implementation of this norm is very relevant for e-commerce transactions such as Shopee

Basically, legal protection does not discriminate between men and women. Indonesia, as a country of law based on Pancasila, must provide legal protection for its citizens, the legal protection will give birth to the recognition and protection of human rights in their form as individual and social beings in the context of a unitary state that upholds the spirit of kinship in order to achieve

common prosperity. The opinion on the meaning of the law stated by Dr. O. Notohamidjojo, SH Law is a set of written and unwritten regulations that are usually coercive in nature for human behavior in the society of the state and between the state that are oriented to two principles, namely justice and usefulness, for the sake of order and peace in society.

According to Prof. Mahadi, SH is a set of norms that govern human behavior in society. According to Soedjono Dirdjosisworo, the meaning of law can be seen from eight meanings, namely law in the sense of ruler, law in the sense of parapeofficer, law in the sense of attitude of action, law in the sense of a system of rules, law in the sense of value interweaving values, law in the sense of legal system, law in the sense of legal science, law in the sense of legal discipline. Various definitions that have been put forward and written by legal experts, which basically provide an almost simultaneous limit, namely that the law contains regulations for human behavior⁴¹ if in the law The definition of legal protection is all efforts that are made consciously by every person and government and private institutions that aim to seek the security, control and fulfillment of the welfare of life in accordance with existing human rights as regulated in Law Number 39 of 1999 concerning Human Rights.⁵

⁴¹ Syamsul Arifin, Introduction to Indonesian Law, Medan: Medan Area University Press, 2012, p. 5-6.4 Ibid. Syamsul Arifin

Basically, legal protection does not discriminate against men and women. Indonesia, as a country of law based on Pancasila, must provide legal protection to its citizens because the protection of the law will give birth to the recognition and protection of human rights in their form as individual and social beings in the context of a unitary state that upholds the spirit of kinship in order to achieve common prosperity.

E. CONCLUSION

Based on the results of the study, the implementation of diversion mechanisms for children involved in narcotics offenses in Indonesia has, in principle, been aligned with the objectives of the legal framework, particularly Law Number 11 of 2012 concerning the Juvenile Criminal Justice System and Law Number 35 of 2009 concerning Narcotics. Diversion is mandated at every stage of the juvenile justice process: investigation, prosecution, and trial, provided that statutory requirements are fulfilled. Its primary aim is to resolve cases outside formal judicial proceedings, promote reconciliation, prevent deprivation of liberty, and instill responsibility in children. In the context of narcotics abuse, children are not merely offenders but also victims who require legal protection, guidance, and rehabilitation. Therefore, the integration of diversion with medical and social rehabilitation reflects the

rehabilitative orientation of narcotics law.

Furthermore, diversion serves not only as a procedural mechanism but also as a substantive instrument of child protection within the Indonesian legal system. The application of diversion in narcotics cases emphasizes a restorative justice approach rather than punitive measures, recognizing that children are often influenced by environmental, social, and exploitative factors. Consequently, imprisonment should be regarded as a last resort (*ultimum remedium*), while rehabilitation, supervision, and social reintegration should be prioritized. In this regard, diversion contributes to preventing recidivism and safeguarding the future of children. Overall, its application is consistent with the broader objectives of national criminal law policy, including the protection of society, the protection of children, and the promotion of humane and proportionate justice.

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