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Consumer Protection of the Goods Delivered Does Not Accordance with the Online Purchase Agreement in the Framework of E-commerce

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Abstract:

The purpose of this study is to determine the responsibility of business actors for the goods delivered that are not in accordance with the sale and purchase agreement made through E-Commerce; as well as knowing the process of returning goods that are not in accordance with the sale and purchase agreement through E-Commerce and the process of sending back goods that are in accordance with the sale and purchase agreement through E-Commerce by business actors.

This research is descriptive, using normative-empirical research combining normative legal approaches with various empirical elements. Normative-empirical legal research focuses on research on the enforcement or implementation of normative legal provisions in action on certain legal events that occur in society.

The results of the study indicate that consumer protection for the goods delivered is not in accordance with the agreement within the E-Commerce framework, which can be implemented by submitting a return of goods and/or funds, and if the business actor does not carry out his obligations, this means that there has been a violation of the rights of the consumer. The other party (the buyer) and the legal consequence is causing losses. The responsibility of business actors for goods that are not in accordance with the agreement in electronic commerce has not been specifically regulated in the UUPK and UUIITE, but in principle business actors can be held accountable in electronic commerce through contractual liability related to losses suffered by consumers.

Keywords: Consumer protection, agreement, electronic commerce

1. Introduction

1.1. Background Problem

The development and growth of the economy, especially in the fields of industry and national trade, produces a wide variety of goods/services that can be consumed. In addition, globalization and free trade supported by advances in information technology and telecommunications have expanded the space for the flow of transactions for goods and/or services offered to vary both domestically and internationally. This condition makes the fulfillment of consumer needs not only be done conventionally, but also electronically (Dian Mega ErniantiRenouw: 2006).

The electronic trading system (E-Commerce) itself consists of buying and selling online and other transactions. Online buying and selling that arises due to the influence of this globalization era has a difference with buying and selling in general (conventional buying and selling). In conventional buying and selling, buyers or consumers directly meet physically with the seller or business actor. Whereas in online buying and selling, the implementation of the sale and purchase agreement is carried out through an electronic system.

This online sale and purchase agreement is carried out based on the terms and conditions made by the business actor or seller to be understood by consumers. These terms and conditions are related to goods offerings, prices, delivery/delivery of goods, payments either directly (Cash on Delivery or COD) or indirectly. With the enactment of these terms and conditions, in fact, it is possible that the goods delivered by business actors through shipping services are not in accordance with the online sale and purchase agreement which causes problems.

Because of the above, the authors are interested in conducting a study entitled 'Consumer protection for goods delivered not in accordance with online buying and selling agreements within the framework of E-Commerce' so that it becomes learning material for writers in particular and to the wider public in responding to problems Renown that occur in the field of online buying and selling within the framework of E-Commerce. In this case, the authors choose 2 samples of E-Commerce applications based on their popularity, namely Tokopedia and JD.ID.

1.2. Formulation of the Problem

From the description of the background above, the following problems are formulated:

- What is the responsibility of the business actor for the goods delivered that are not in accordance with the sale and purchase agreement made through E-Commerce?
- How is the process of returning goods that are not in accordance with the sale and purchase agreement through E-Commerce and the process of sending back goods that are in accordance with the sale and purchase agreement through E-Commerce by business actors?

2. Research Results and Discussion

2.1. Research Results

2.1.1. The Responsibilities of Business Actors for the Goods Delivered Are Not in Accordance with the Online Sales and Purchase Agreement in the Framework of E-Commerce

The form of protection for the community has many dimensions, one of which is legal protection. The existence of conflicts of interest in society must be minimized by the presence of law in society. The existence of legal protection for all Indonesian people can be found in the 1945 Constitution of the Republic of Indonesia, therefore every product produced by the legislature must be able to provide legal protection for the entire community.

According to Satjipto Rahardjo, legal protection is an effort to protect a person's interests by allocating a power to him to act in the context of his interests (Satjipto Rahardjo: 2000).

According to Muchsin, legal protection is an activity to protect individuals by harmonizing the relationship of values or rules that are manifested in attitudes and actions in creating order in the social life between human beings (Muchsin: 2003).

From the several definitions of legal protection above, it can be concluded that legal protection is an effort to protect the interests of individuals on their position as human beings who have the right to enjoy their dignity, by giving them the authority to act in the context of their interests.

Based on the explanation above, there are at least four main reasons why consumers need to be protected, among others (Janus Sidabalok: 2014):

- Protecting consumers is the same as protecting the entire nation as mandated by the national development goals in the Preamble to the 1945 Constitution of the Republic of Indonesia;
- Protecting consumers is necessary to prevent consumers from the negative impact of using technology;
- Protecting consumers is necessary to produce human beings who are physically and mentally healthy as development actors, which means also to maintain the continuity of national development;
- Protecting consumers is necessary to ensure the sources of development funds that come from the consumer community.

The principle of responsibility is a very important subject in the study of consumer protection law. In cases of violation of consumer rights, caution is needed in analyzing who should be responsible and how far the responsibility can be imposed on the related parties (Sidharta: 2006).

As stated above regarding the rights and obligations of the parties, which in this case are the business actors of Tokopedia and JD.ID and consumers of Tokopedia and JD.ID, in this case the parties involved must comply with or follow every right and obligation which is the core of the legal relationship in electronic commerce through Tokopedia and JD.ID. In the electronic trading process carried out by Tokopedia and JD.ID business actors and Tokopedia and JD.ID consumers which are carried out in an agreement that binds both parties, the agreement made must be in accordance with the provisions of the applicable laws and regulations, and in the agreement, the rights and obligations of the parties in conducting legal relations through electronic commerce have been regulated.

Civil law basically regulates agreements in Article 1313 of the Civil Code which explains that 'agreements are binding agreements for both parties.' This is the basic rule for the implementation of electronic trading systems. Therefore, by touching the check button on the Tokopedia and JD.ID platforms, this is an agreement made by each party, in this case both parties have agreed by touching the tick button before entering the platform, which makes a binding agreement for both sides.

If, there are parties who violate and do not comply with or do not follow the provisions of the rights and obligations as contained in the agreement, it can be said that the parties have defaulted or broken promises.

Based on the explanation above, the author conducted interviews with several respondents around the Catholic University of Santo Thomas Medan who had experienced the problem of incompatibility of goods submitted in online buying and selling agreements, especially in the Tokopedia and JD.ID applications to find out the form of accountability of business actors, in order to be a source of data in the study. this. The author compiled a list of questions related to the problems mentioned above, namely as follows:

- Have the respondents ever experienced the problem of incompatibility of goods in buying and selling online?
- What goods did the respondent buy at that time?
- What is the nominal price of the item?
- Has the respondent ever made a return or refund?
- How to return the goods and money submitted by the respondent?

- How is the response from the online buying and selling application to the submission of the return of goods or a refund/fund?

Based on the results of these interviews, the authors get some data and information, namely:

- The number of respondents interviewed by the author is 10 people.
- There are 5 respondents who use the Tokopedia and JD.ID applications each.
- All respondents who the author interviewed, 100% had experienced the problem of incompatibility of goods in buying and selling online. The discrepancy generally consists of discrepancies in the image, size, color and brand.
- Of all respondents, 80% submitted a return while 20% did not submit a return.

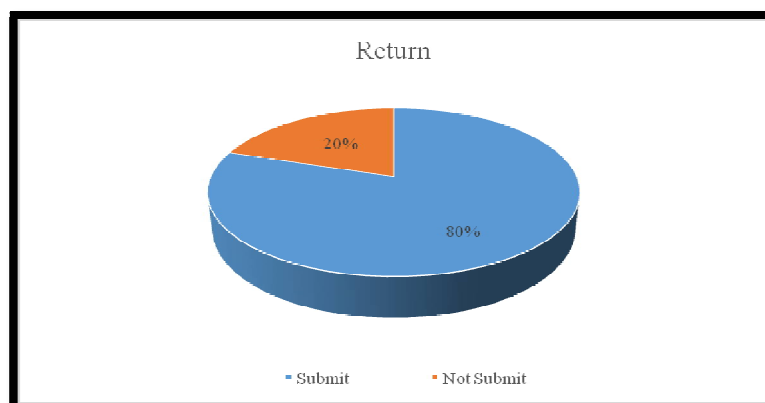


Figure 1: Comparison of Returns

The reasons respondents did not submit returns are:

- Because the item can still be used because it only differs in color.
- Because you have to pay the cost of returning the goods.
- Due to the complicated return system.

Respondents who submitted a return explained how to claim the return, which can be concluded as follows:

- Submit a return claim for the return of goods and funds in the Tokopedia and JD.ID applications.
- Fill out the return and refund form that has been provided.
- Include a short video when opening the unsuitable item from its packaging.

The Tokopedia and JD.ID applications gave a good response and immediately followed up on claims for returning goods and or funds submitted by respondents.

The chronology or cases experienced by the respondents are when ordering an item in E-Commerce, which is sent through a delivery service. However, when the goods arrived in the hands of the respondents, the goods ordered were not in accordance with the online sale and purchase agreement, so most respondents took the initiative to apply for after-sales service from Tokopedia and JD.ID and return the goods to Tokopedia and JD.ID. From the chronology explanation, it can be concluded that consumers suffer losses, because consumers who have purchased goods from Tokopedia and JD.ID business actors receive goods that are not as expected. After applying for after-sales service to Tokopedia and JD.ID, Tokopedia and JD.

The agreement that has been agreed by consumers and business actors regulates that if a dispute occurs, it will be resolved through an online dispute resolution procedure that has been made by the Tokopedia and JD.ID platforms which makes this platform in accordance with the provisions of the 80 Year Government Regulation. 2019 About Trading Through Electronic Systems. The online dispute resolution offered by Tokopedia and JD.ID based on the agreed agreement, is divided into 2 (two) outlines, the first is negotiation between business actors and consumers who have disagreements. In conducting these negotiations, the seller and the consumer make offers to each other to resolve the dispute between the two parties.

Based on the data above, in this case, the Tokopedia and JD.ID electronic trading business actors are required to take responsibility for the incompatibility of goods received by consumers.

2.1.2. The Process of Returning Goods That Are Not Suitable for Buying and Selling Online and the Process of Returning Goods That Are Appropriate by Business Actors

2.1.2.1. Tokopedia App

The process of returning goods that are not suitable for online buying and selling as well as the process of returning goods that are appropriate by business actors on the Tokopedia application are as follows (Tokopedia, 2021):

- Return of Non-Conforming Items
 - Click the 3 bottom lines in the top right corner of the Tokopedia application
 - Then select My Store.
 - Then click Order Complained.

- If they agree on the solution proposed by the Buyer, namely Return and Refund, the consumer can press the 'Accept Solution' button.
- Furthermore, consumers can provide the return address in the Enter Address column.
- After the Buyer provides the Return of Goods Receipt number, the consumer can check the status of the delivery of the goods by pressing the Track button.
- If the returned item that the consumer receives has problems, the consumer can discuss with the seller at the Resolution Center and will be assisted by Tokopedia Customer Care by clicking the Request Help button.

Return Delivery of Appropriate Items

- Click the 3 bottom lines in the top right corner of the Tokopedia application
- Then select My Store.
- Then click Order Complained.
- If the consumer agrees on the solution proposed by the Buyer, namely Return and Product Replacement, the consumer can press the 'Accept Solution' button
- Furthermore, consumers can provide the return address in the Enter Address column.
- After the Buyer provides the Return of Goods Receipt number, the consumer can check the status of the delivery of the goods by pressing the Track button.
- If the consumer accepts the return of the returned item properly, the consumer can first check for a replacement product. After that the consumer can send back the Replacement Product to the Buyer.
- Product returns are made within 1-2 weeks from the time the product is received by the buyer.
- Furthermore, consumers can attach the Physical Receipt for Delivery of the Appropriate Product on the Enter No. button. Receipt.
- Consumers can check the delivery status of the Appropriate Product by pressing the Track button.

2.2. JD.ID App

The process of returning goods that are not suitable for online buying and selling and the process of sending back appropriate goods by business actors on the JD.ID application are as follows (JD.ID, 2021):

Return of goods after the delivery process is allowed for the following reasons:

- The condition of the seal has been opened or the warranty has been used when you receive the package.
- The product has a manufacturing defect prior to use.
- An error occurred in the logistics process.
- The customer changes his mind (specifically in this case, the condition of the seal on the product box cannot be opened and the customer is charged with logistics costs).

Customers can return goods through 2 procedures, namely:

2.2.1. Return of Goods accompanied by Refund (*Return and Refunds*)

- Submit return information on the account JD.ID about the reason you returned the goods JD.ID.
- Complete the return form that was sent with the package.
- Items to be returned can be delivered directly to the warehouse JD.I Dor through a freight forwarder and save your delivery receipt number.
- After JD.ID receive and check the goods you sent; refunds will be processed according to the applicable conditions.

Payment Method (At Time of Order)	Refund Method	Processing Time
Credit card	Credit card	7 – 14 Working Days
Bank Transfer	Bank Transfer	3 – 5 Working Days
Pay on the spot (COD)	JD Wallet	3 – 5 Working Days

Table 3: Return of Goods Accompanied by Refunds

2.2.2. Return of Goods by Exchange (*Return and Exchange*)

- Return of goods accompanied by exchange of goods (if there are goods with the same product specifications) is carried out within 15 days, starting from the time the customer receives the ordered goods.
- Submit return information on the account JD.ID about the reason you returned the goods JD.ID.
- Complete the return form in the order list on the account JD.ID.
- Items to be returned are delivered directly to the warehouse JD.I Dor through a freight forwarder and save your delivery receipt number.
- After JD.ID receive and check the goods you sent; the exchange of goods will be processed within 1x24 hours.

Based on the explanation above, the online sale and purchase agreement within the framework of E-Commerce, the process of returning goods that are not suitable for online buying and selling and the process of sending back goods that are appropriate by business actors require 2 (two) mechanisms, namely 1) the return of goods accompanied by a refund and 2) return of goods with exchange. In terms of Indonesian consumer protection law, the mechanism is basically valid as long as it is based on an agreement and does not conflict with existing laws and regulations.

The process of returning non-conforming goods and sending back appropriate goods at Tokopedia and JD.ID has several stages that facilitate the resolution of transaction problems between sellers and buyers, namely Tokopedia and

JD.ID have a feature that automatically withholds funds for payment of goods to the seller until the issue reported to the Resolution Center is resolved. In this case, the seller and buyer are required to provide evidence of buying and selling transactions in the form of photos of goods, purchase notes, delivery receipt slips and those issued by each party. Problem solving through the resolution center can be in the form of solutions generated based on an agreement between the seller and the buyer.

The issue that must be considered in connection with the form of the mechanism for returning goods and/or funds is related to the relationship between the grace period for returning goods from consumers to business actors and the grace period for providing compensation as regulated in Article 19 paragraph (3) of the Consumer Protection Law.

3. Conclusion

With the research and data that has been presented, the author can provide several conclusions, including:

- The process of buying and selling electronically comes from an agreement that has been made by the seller and the buyer to make a sale and purchase transaction. With the enactment of the agreement to enter into a contract, it means that both parties must have freedom of will.
- The arrangement of legal relations is based on the business actor having agreed to what was promised to the consumer, so that the agreement will act as law for the parties who make it.
- The responsibility of business actors in E-Commerce if consumers receive goods that do not match is by providing compensation, compensation, replacement of goods and/or refunds. In the event that the return of goods that do not match and the return of goods that are in accordance with E-Commerce has presented the process is carried out properly based on the terms and conditions taking into account the rights and obligations between business actors and consumers.

4. Suggestion

With the research and data that has been described, the author can provide some suggestions related to the protection of the parties in electronic transactions:

- Consumers are advised to be careful, selective, and pay attention to security every time they choose a product in the form of goods or services, so they are not easily deceived or tricked by irresponsible producers and suffer losses in every buying and selling transaction, and pay attention to the terms and conditions that apply so that can claim damages.
- For the government, it is necessary to supervise the development of electronic transactions and prioritize consumer protection, especially in electronic contracts, in order to realize what is the goal of consumer protection. In addition, the government must also supervise every field of electronic transaction services in order to obtain valid data. If in the E-Commerce or other electronic services there is fraud or an act that results in harm to consumers, the government can help consumers who feel they have been harmed.

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