

# LEGAL EFFECTIVENESS IN PROVIDING CONSUMER PROTECTION FOR ONLINE SALES AND PURCHASE AT ECOMMERCE

**Ferroka Putra Wathan**

Universitas Borobudur, Indonesia

\*e-mail: [ferroka.wathan@gmail.com](mailto:ferroka.wathan@gmail.com)

\*Correspondence: [ferroka.wathan@gmail.com](mailto:ferroka.wathan@gmail.com)

*Submitted:* May 23<sup>th</sup> 2023

*Revised:* June 02<sup>th</sup> 2023

*Accepted:* May 09<sup>th</sup> 2023

**Abstract:** The rise of cases of goods that do not match the image that consumers see in the marketplace shows how weak consumers are in terms of buying and selling online. However, that does not mean that sellers may sell products without following the applicable regulations. Consumers have the right to get clear information about the product they buy. So, the form of responsibility that they should give to consumers is the return of goods or a refund. It means that they will still be responsible for losses that have been received by consumers with the return procedure, but what is done by online buying and selling business actors. In this study is not in accordance with Article 19 of Law No. 8 of 1999 concerning Consumer Protection: a) Business actors in charge of compensating consumers for losses, pollution, or losses incurred as a result of consuming produced or traded goods or services; b) Pay as alluded to in section (1) might be as a discount or substitution of labor and products of the equivalent or identical worth, or clinical treatment or pay as per the arrangements of the relevant regulations; c) The payment is made within seven days of the transaction's date; d) Despite the mentions in paragraphs (1) and (2), the possibility of a criminal charge based on additional evidence indicating the existence of an element of guilt remains; e) If the business actor can demonstrate that the error is the consumer's fault, the provisions in paragraphs (1) and (2) do not apply.

**Keywords:** Consumer Protection, E-commerce, Internet

---

## INTRODUCTION

The growth of the internet and technology in the business world has led to an increase in public interest in buying and selling online. [1] One form of e-commerce development is the presence of a marketplace.

A marketplace is a place where you can buy and sell online. This requires the internet, so you can make transactions without having to meet in person. [2] Thus e-commerce is a business activity without using paper (paperless trading). [3]

Based on data quoted from *price.co.id*, in the second quarter of 2020, the total number of monthly visitors from the 5 largest marketplaces in Indonesia amounted to 255 million visitors, with the Shopee marketplace taking first place with 93.4 million visitors, Tokopedia 86.1 million visitors, Bukalapak 35.2 million visitors, Lazada 22 million visitors, and Blibli 18.3 million visitors.[4] The amount of community interest has the potential to create various business ideas in buying and selling online. [5]

The Marketplace itself has standard rules that they have set and applies to the parties involved in it. [6] Articles 4 to 7 of Law Number 8 of 1999 concerning Consumer Protection have regulated the rights and obligations of consumers and business actors in Indonesia. With the existence of the Consumer Protection Act, it is hoped that consumers in Indonesia can be more active in defending their rights that have been violated. [7] The Government Regulation of the Republic of Indonesia Number 71 of 2019 Concerning the Implementation of Electronic Systems and Transactions is the legal framework

that governs markets. The purpose of this regulation is to provide legal security and protection for electronic systems and transactions.

One of the advantages of using a marketplace is that they have a very secure system. In addition, the market has a trading tool that is better than transactions that occur outside it. Even though the market has a strong security system, there is still a potential loss for consumers due to a weak market. [8] These weaknesses include various frauds that can be committed by merchants in the marketplace, one of which is by selling goods that do not match the images displayed in their online store. Sellers take advantage of the weaknesses in the marketplace so they can trick their buyers.

The development of internet technology has created new problems in the field of law, especially consumer protection law. Within the scope of legal and technological discussions, legal protection is a matter of great effectiveness in the development and application of this technology in society. In contrast, the consumer protection law in force in Indonesia is still based on something physical, not virtual. Trade transactions via the internet or what is often called electronic commerce are formed from various problems that have not been regulated. Electronic e-commerce is formed from various systematically arranged sub-systems, each of which has its problems. One of them is the negative impact of e-commerce itself which tends to harm consumers. Among other things related to the product ordered not following the previous agreement. Besides

---

that, for producers, the large number of people accessing the internet makes it difficult for producers to detect whether the buyer is real or not. Because some of e-commerce's unique features will put customers in a weak or disadvantageous position, such as:

An example of a currently rife case is a product purchasing that does not match the image and description of the product listed on the marketplace. The actions taken by the unscrupulous seller resulted in consumers experiencing losses on the purchases they made. Some of them spoke. Everything went smoothly from the payment to the delivery process, but when the item was received, it turned out that the item did not match the image displayed by the seller on the marketplace, and the item quality tended to be poor. These events are very detrimental to consumers. Moreover, cases of goods that do not match the image are still rife in the marketplace. Transactions in the marketplace must pay attention to the provisions that apply, both the provisions in the marketplace and related general provisions. If there are parties who are harmed in doing something, then there will be an appropriate regulation in solving the problem [9].

The rise of cases of goods that do not match the image that consumers see in the marketplace shows how weak consumers are in terms of buying and selling online. However, that does not mean that sellers may sell products without following the applicable regulations. Consumers have the right to get clear information about the product they buy.

A situation in which one of the

parties to an agreement fails to carry out its obligations in accordance with the original agreement is known as default. The Dutch word "wanprestatie," which means "non-fulfillment of achievements or obligations that have been assigned to certain parties in an engagement, whether born out of an agreement or arising from law," is the origin of the term "default." [10]

The occurrence of defaults in buying and selling transactions through electronic media is very vulnerable because we do not know whether the seller uses the original identity and contact information, whether the goods sold by the seller exist or not, whether the item is in good condition or not, whether the image of the item those sold on the internet or social media are in good condition or not, then whether the image of the item being sold is following the original item or not, and if it is not appropriate, of course, this can result in losses for the buyer, especially material losses, and vice versa with the buyer, where there are two possible causes of default. Both are coercive circumstances or force majeure.

E-commerce transactions for buying and selling goods and services have grown rapidly, especially in Indonesia. In addition to the existence of other laws and regulations governing the same subject, Indonesia already has a legal foundation for consumer protection in the form of Law Number 8 of 1999.

In this instance, customers need to be given a variety of special protections because they are very vulnerable to a variety of possibilities that could harm them from business actors and from business actors who do not have good faith

---

---

in conducting online buying and selling transactions for the businesses that committed the crime. In addition, their respective customers must be trustworthy when making online purchases and sales. Online transactions must begin with good intentions for both consumers and business actors. [11]

The concern for internet traders is the risk of fraud. Fraud that often occurs, among others, is in the form of sellers who do not provide complete information on goods to buyers, sellers who do not send goods after the buyer has made a payment, or sellers who send goods that are not following the agreement. This form of fraud like this very often occurs because transactions are not carried out face to face where the buyer cannot see directly the goods. Its buying can cause huge losses that must be borne by the buyer. Therefore, buyers as consumers must get protection in buying and selling transactions, even if done via the internet. Which of these things also often occur in the process of buying and selling online or on the internet?

## **MATERIALS AND METHOD**

According to Soerjono Soekanto, the normative juridical approach is used in this study [12]. The author of this legal study endeavors to examine the laws and regulations pertaining to the subject at hand, specifically cybercrime, as outlined in the Republic of Indonesia's 1945 Constitution; Electronic Information and Transactions Law No. 19 of 2016.

Secondary data sources are used in normative juridical research. Data derived from legal materials, including primary, secondary, and tertiary legal materials,

constitute secondary data in normative juridical research [13].

The following legal materials were used as secondary data in this thesis to analyze legal issues:

- a. Primary Legal Materials, specifically legal documents governing online transactions and social media use. [14] The primary legal materials used in this study include:
  - 1) Law Number 8 of 1999 concerning consumer protection
  - 2) Law Number 19 of 2016 concerning Information and Electronic Transactions
- b. Secondary Legal Materials, specifically those that explain primary legal materials like draft laws, research findings, or expert opinions [15].
- c. Tertiary Legal Materials are legal materials like dictionaries (in English, Indonesian, and law) and encyclopedias that provide instructions and explanations for primary and secondary legal materials [16].

## **RESULT AND DISCUSSION**

### **Forms of Consumer Protection for Buying and Selling Online in the Marketplace**

Keeping customers safe is an essential part of running a profitable business. Developing countries, like Indonesia, are also affected by the rapid development of the times. With the opening of the MEA era, a country is not only required to be able to develop its natural resources, such as producing raw materials into finished materials but also required the development of its human resources.

---

IT has a significant impact on a number of areas, including the business world, particularly those pertaining to online purchasing and selling. The need for services that are quick, simple, and useful led to the development of e-commerce. People have more options for selecting products with the various features they desire thanks to the internet.

The author is interested in learning more about how Law Number 19 of 2016 regarding information and electronic transactions views the legal protection of product buying and selling transactions at online shops. The development of information technology has had the greatest impact on one type of trade transaction, which is electronic commerce. Through this exchange, the idea of conventional business sectors changes to the idea of selling (significant distance exchanging utilizing the web). The way consumers get the product they want has changed because of electronic commerce.

Article 45 of the Consumer Protection Act states that parties to a dispute with a consumer can choose to resolve it outside of court or in a court, depending on their own preferences. The law also says that dispute resolution can take place outside of a court. A purchaser question in view of regulation with respect to customer security (UUPK) can be settled in 2 ways, in particular:

a. Court Every consumer who suffers harm or is involved in a dispute has access to a general court institution for dispute resolution. Taking into consideration the provisions of article 45 UUPK, the term "settlement of disputes against consumers through this court" refers to

the applicable provisions for general courts.

b. Outside of the Court (Consumer Dispute Settlement Agency) The Consumer Dispute Settlement Agency is another option for consumer dispute resolution. Consumers who believe their rights have been violated can submit requests for consumer dispute resolution to the BPSK secretariat, as this is the function of the BPSK.

In accordance with the Minister of Industry and Trade's (Ministry of Trade) decision No.350/MPP/Kep/12/2001, BPSK's consumer dispute resolution forums offer three methods of resolution, namely:

a. Through Conciliation  
BPSK acts as an intermediary in the process of resolving consumer disputes outside of court through conciliation, whereby the parties to the dispute are brought together and the settlement is handed over to them. When the intermediary is BPSK, conciliation is an option for resolving consumer disputes outside of court.

b. Mediation  
Mediation is a way to settle consumer disputes without going to court. BPSK serves as an advisor, and the disputing parties decide how to settle the matter. Resolution of this dispute when one or more parties take the initiative, with the BPSK assembly acting as a mediator or active intermediary. Conciliation, on the other hand, uses the BPSK assembly as a passive intermediary.

c. Arbitration  
Dispute resolution for consumers in which both parties entrust the BPSK

---

---

assembly with deciding and resolving any ensuing disputes.

In Indonesia, there are already regulations in place to govern the growth of electronic transactions and information. The rights and responsibilities of consumers and business actors can now be safeguarded thanks to the passage of Law No. 19 of 2016 on electronic information and transactions (UU ITE). As a result, the ITE Law includes two essential elements: the recognition of electronic transactions and electronic documents in the fields of contract law and evidentiary law. This is necessary to ensure that legal certainty governing electronic transactions can guarantee both the categorization of actions that are included in legal violations related to the misuse of IT (information technology) and the imposition of criminal sanctions. At least e-commerce activities have a legal basis because electronic documents and transactions are recognized.

Information and electronic transactions are also protected by Consumer Protection Law Number 8 of 1999, in addition to the Consumer Protection Law.

A form of acceptance in agreements governing electronic transactions is when customers click "approve for transactions" to make online purchases of goods. The demonstration of acknowledgment is a type of electronic agreement as a proclamation based on the conditions and states of trading on the web. Article 47 paragraph 2 of PP PSTE (new regulations for the implementation of electronic systems and transactions) states that an

electronic contract is valid if:

- a. There is an agreement between the parties;
- b. Performed by legal subjects who are capable or authorized to represent in accordance with the provisions of laws and regulations;
- c. There are certain things; d. The object of the transaction may not conflict with laws and regulations, decency and public order.

The electronic contract must contain the following things:

- a. Identity data of the parties;
- b. Objects and specifications;
- c. Electronic transaction requirements;
- d. Prices and fees;
- e. Procedure in the event of cancellation by the parties;
- f. Provisions that provide for the aggrieved party to be able to return goods or request a product replacement if there are hidden defects; And
- g. Electronic transaction settlement legal options.

All efforts to ensure legal certainty to safeguard consumers are considered consumer protection. Due to the extremely weak position of consumers in this situation, legal protection is critical. Usually, business actors have the realm to make and stipulate the terms of the agreement unilaterally without regard to the interests of consumers so that consumers cannot change or replace these terms to maintain their interests. The terms contained in the agreement are entirely at the will of the producers of goods or services and business actors. Therefore, consumers have

---

two choices, whether they want it or not. Vol boger calls it a take-it-or-leave-it contract. This means that if the potential consumer agrees that an agreement may be made, if you don't agree, please leave or leave.

In a transaction, of course, there are problems, both problems that arise from the mistakes of business actors and errors caused by the consumers themselves. If the mistake is made by the business actor, the business actor should provide compensation to consumers who have been harmed.

Product responsibility is a legal conception whose essence is intended to protect consumers. Manufacturers or sellers insure their goods against possible risks due to defective products or causing harm to consumers. Products are generally defined as goods that can be seen or held, either movable or immovable. The legal responsibility of a person or entity involved in the production process of a product or an entity that sells or distributes the goods is referred to as product liability.

So, the form of responsibility that they should give to consumers is the return of goods or a refund. It means that they will be responsible for losses that have been received by consumers with the return procedure. However, what is done by online buying and selling business actors in this study is not following article 19 of Law No. 8 of 1999 concerning Consumer Protection:

a. Compensation for losses, pollution, or consumer losses as a result of consuming goods or services produced or traded is the responsibility of business actors;

- b. A refund or replacement of goods or services of the same or equivalent value, medical treatment, or compensation in accordance with the provisions of the applicable law may constitute the type of compensation referred to in paragraph 1;
- c. Compensation is paid out within seven days of the transaction's completion;
- d. A criminal charge based on additional evidence regarding the existence of an element of guilt is still possible despite the award of compensation described in paragraphs (1) and (2);
- e. The arrangements alluded to in passages (1) and (2) don't make a difference on the off chance that the business entertainer can demonstrate that the blunder is the shortcoming of the purchaser.

Responsibility is an absolute thing that must be done by every business actor. Every human being has responsibilities, both in the form of words and behavior that they do. Every consumer and business actor ought to be held to the responsibility principle when it comes to buying and selling. Customers' comfort and safety are the responsibility of business actors. When a sale and purchase agreement is in place, consumers also have responsibilities. Producers are subject to civil sanctions in accordance with the provisions of Law No. 8 of 1999 regarding the protection of consumers. The civil sanctions in question are adjusted to account for consumers' losses.

### **Efforts made by the Police in Revealing Criminal Acts of Online Fraud**

When the police carry out law

---

---

enforcement, they begin by conducting an investigation after receiving a report. An investigation is a series of steps taken to find an event that is suspected of being a crime and determine whether or not it can be investigated using this law's method.

It is clear that the police are a part of the criminal justice system as an element, subsystem, and component. They are referred to as "Investigators and Investigators" in the current legislation, which includes both the Criminal Procedure Code (KUHAP) and the Regulation of the Indonesian National Police Number 6 of 2019".

Everyone who experiences, sees, witnesses, and/or becomes a victim of an event constituting a crime has the right to submit a report or complaint to investigators and/or investigators, both orally and in writing. Any person who knows of a conspiracy to commit a crime against public peace and security or against life or property is obliged to immediately report this matter to investigators. Every civil servant in the course of carrying out his duties who knows about the occurrence of an event constituting a criminal act is obliged to immediately report this to the investigator.

When an event with a reasonable suspicion of being a criminal act occurs, investigators who are aware of it and receive reports or complaints about it must immediately conduct the necessary investigation. The investigator must immediately take the necessary actions within the framework of the investigation if they are caught red-handed without waiting for the investigator's order. The investigator is required, in accordance with

the law, to submit an official report regarding this action to the investigator.

The complainant or complaint must sign any written submission, report, or complaint. The investigator must record verbal reports or complaints and sign them by the complainant or the complainant and the investigator. In the report or complaint, it must be noted that the reporter or complainant is unable to write. Investigators are required to present proof of identity when performing their duties in the investigation. Investigators coordinate, supervise, and instruct investigators as they carry out their investigative responsibilities.

The subsequent are the sections of criminal procedural law that concern investigations as follow:

- a. Provisions on investigative tools.
- b. Provisions regarding knowing the occurrence of offenses.
- c. Examination at the scene.
- d. Summons of suspects or defendants.
- e. Temporary detention.
- f. Search.
- g. Examination or interrogation.
- h. Official report (search, interrogation and on-site inspection).
- i. Foreclosure.
- j. Case aside.
- k. Delegation of cases to the public prosecutor and their returns.

In the event that the criminal act has been investigated by the investigator, Through the investigator, he must immediately submit the findings of his investigation to the public prosecutor. Reports from specialists to agents are joined by minutes of assessment which are shipped off the public examiner. Similarly,

---



in the event that the criminal case is not presented to the public prosecutor.

In discussing the powers of investigators and investigators above, it is necessary to also discuss the authority of the "Police" as investigators and investigators according to the provisions of the Republic of Indonesia National Police Regulation Number 6 of 2019 concerning the Police, as follows:

- a. According to Article 16 paragraph (1), that the Indonesian National Police has the authority to carry out the responsibilities outlined in Articles 13 and 14 in the context of criminal proceedings:
  - 1) Carry out an arrest, detention, search, and confiscation.
  - 2) Prohibit any person from leaving or entering the scene of the case for investigation.
  - 3) Bringing and presenting people to investigators in the context of investigations.
  - 4) Ordering the suspect to stop and asking and checking personal identification.
  - 5) Examination and confiscation of letters.
  - 6) Calling people to be heard and examined as suspects or witnesses.
  - 7) Bring in the necessary experts in connection with the examination of cases.
  - 8) Hold an end to the investigation.
  - 9) Submit the case file to the public prosecutor.
  - 10) In an emergency or unforeseen circumstance, direct your request to the authorized immigration official at

the immigration checkpoint to prevent or deter criminals.

- 11) Instruct and assist civil servant investigators in conducting investigations, and receive the findings of those investigations for submission to the public prosecutor.
  - 12) Take other responsible actions according to the law.
- b. According to Article 16 paragraph (2), that "Other actions as referred to in paragraph (1) letter I am investigative and investigative actions that are carried out if the following conditions are met:
- 1) Not contrary to a rule of law.
  - 2) In line with the legal obligation that requires the action to be carried out.
  - 3) Must be appropriate, reasonable, and included in the position environment.
  - 4) Reasonable consideration based on compelling circumstances.
  - 5) Respect human rights".

Investigation of online-based fraud cases, these online-based fraud cases are different from ordinary criminal cases. The perpetrators of these online-based fraud crimes carry out their crimes anytime, anywhere, at an unspecified time, without the knowledge of other people, because these online-based fraud perpetrators usually use social media and fake accounts. Online-based fraud crimes often occur, usually in buying and selling online tickets, motorized vehicles, clothes, electronics, and so on. Agreements made between sellers and buyers are also based on trust and do not meet in person, because transactions are carried out online. Usually, before making a transaction, the seller and the buyer communicate via messengers,

---

---

direct messages, and so on. After an agreement is reached between the seller and the buyer, payment is usually made by transferring a certain amount of money to the seller's account. The step taken by the Police is to trace the accounts used by the perpetrators of crimes, where the last whereabouts or position of the perpetrators of these crimes are.

The investigation was carried out after a victim complaint related to online-based fraud. After receiving a money transfer from the victim, the perpetrator deactivated their account or cellphone number, and did not send the items the victim had ordered because the item doesn't exist. Investigations conducted by the police regarding this cybercrime crime are carried out by tracing accounts or sources where the area of the cybercrime perpetrator's account is located. The police traced the whereabouts of the perpetrators by tracing the perpetrator's Internet Protocol ("IP Address") address stored on the website managing server which was used as a means or tool for the perpetrators to commit their crimes. After getting the whereabouts of the perpetrators, the police were in the process of arresting them.

However, not every instance of online fraud can be investigated or arrested. The phrase "two hundred and fifty rupiahs" in articles 364, 373, 379, 384, 407, and 482 of the Criminal Code is explained in Article 1 of Supreme Court Regulation Number 2 of 2012 as IDR 2,500,000.00, or two million and five hundred thousand rupiahs. The Chief Justice shall immediately appoint a Single Judge to examine, hear, and decide the case with the Procedure the Rapid Examination regulated in Articles

205-210 of the Criminal Procedure Code, and the Chief Justice shall not stipulate detention or an extension of detention if the value of the goods or money is not greater than IDR 2,500,000.00.

## **CONCLUSIONS**

This study came to the conclusion, based on the outcomes of the discussion that was presented, that the type of fraud that is carried out online is essentially the same as that of traditional fraud. It's simply that the thing that matters is with regards to prove. The statutory regulations, as well as the sanctions imposed, are the same but there are additions to this online-based fraud. Police officers, in this case as the gateway in law enforcement acting as investigators, have difficulties because they are constrained by the evidence obtained in corroborating cases. Protection from the law in No. Article 378 of the Criminal Code and Act No. 11 of 2008 pertaining to Information and Electronic Transactions. Additionally, the ITE Law's Article 45 paragraph 2 provides an explanation of the penalties, and Law No. 5 paragraph 2 provides evidence that law enforcement can use electronic evidence and/or printed results as an extension of the evidence. In accordance with the Criminal Procedure Code, Law No. 19 of 2016 made amendments to Law No. 11 of 2008 regarding information and electronic transactions in addition to other conventional evidence. Article 378 of the Criminal Code, in addition to the ITE Law and the Criminal Code, details the amount of the loss in Article 379 of the Criminal Code.

As a result, the return of goods or a

---

refund is the form of responsibility that they ought to shoulder for customers. This indicates that they will continue to be liable for losses incurred by customers as a result of the return procedure; however, the actions taken by online business actors in this study violate Article 19 of Law No. Concerning Consumer Protection, Act No. 8 of 1999:

- a. Compensation for losses, pollution, or consumer losses resulting from the production or trading of consumer goods or services is the responsibility of business actors;
- b. Under the terms of the applicable law, compensation can take the form of a refund, replacement of goods or services of the same or equivalent value, medical care, or other form of compensation;
- c. Compensation is paid out within seven days of the transaction's completion;
- d. A criminal charge based on additional evidence regarding the existence of an element of guilt is still possible despite the award of compensation described in paragraphs (1) and (2).;
- e. The arrangements alluded to in passages (1) and (2) don't make a difference on the off chance that the business entertainer can demonstrate that the blunder is the shortcoming of the purchaser.

## REFERENCES

- [1] Julian Iqbal, "Perlindungan Bagi Konsumen Online Marketplace Melalui Mekanisme Online Dispute Resolution (ODR)," *Jurist-Diction*, 2018.
- [2] Aditya Ayu Hakiki, "Perlindungan Hukum Bagi Pembeli Dalam Sengketa Jual Beli Online," *Justitia J. Huk.*, 2017.
- [3] Munir Fuady, *Pengantar Hukum Bisnis Menata Bisnis di Era Global*. Bandung: PT. Citra Aditya Bakti, 2016.
- [4] "CNBC Indonesia, '24 August 2020 Tokopedia Tergeser! Ini Dia Jawara e-Commerce Indonesia', Tech, <https://www.cnbcindonesia.com/tech/20200824073330-37-181385/tokopedia-tergeser-ini-dia-jawara-e-commerce-indonesia> (diakses 13 Maret 2023)." .
- [5] Masintoh Indriyani, "Perlindungan Privasi Dan Data Pribadi Konsumen Daring Pada Online Marketplace System," *Justitia J. Huk.*, 2017.
- [6] Nurhafni dan Sanusi Bintang, "Perlindungan Hukum Konsumen Dalam Pembelian Secara OOnline," 2017.
- [7] "Yayasan Lembaga Konsumen Indonesia, 'Visi Misi', Profil, <http://ylki.or.id/profil/visi-misi/> (diakses 19 Maret 2023)." .
- [8] Amalia Desiani, "Implementasi Asas Itikad Baik Dalam Perlindungan Konsumen Atas Pembatalan Transaksi Yang Dilakukan Oleh Situs Belanja Elektronik," *Acta Diurnal*, 2018.
- [9] R. Abdoel Djamal, *Pengantar Hukum Indonesia*. Jakarta: Rajawali Pers, 2016.
- [10] "Tirto id, wanprestasi: pengertian, bentuk, penyebab, dan dampak hukumnya, diakses melalui: <https://tirto.id/wanprestasi->

---

pengertian-bentuk-penyebab-dan-dampak-hukumnya-f8kF, pada tanggal 6 maret 2023.”

- [11] Abdul Halim Barkatullah, *perlindungan hukum bagi konsumen dalam transaksi E-commerce lintas negara di indonesia*. 2009: FH Ull Press, 2009.
- [12] Ronny Hanitijo Soemitro, *Metodologi Penelitian Hukum dan Jurimetri*. Jakarta: Ghalia Indonesia, 1990.
- [13] Peter Mahmud Marzuki, *Penelitian Hukum*. Jakarta: Kencana, 2005.
- [14] B. J. Nasution, *Metode Penelitian Ilmu Hukum*. Bandung: Mandar Maju, 2008.
- [15] Amarudin dan Zainal Asikin, *Pengantar Metode Penelitian Hukum*. Jakarta: PT. Raja Grafindo Persada, 2010.
- [16] Soerjono Soekanto dan Sri Mamudji, *Penelitian Hukum Normatif*. Jakarta: CV Rajawali, 1985



© 2023 by the authors. Submitted for possible open-access publication

under the terms and conditions of the Creative Commons Attribution (CC BY SA) license (<https://creativecommons.org/licenses/by-sa/4.0/>).

---