



Consumer Protection through Regulation of Non-Conforming Products in Online Purchase Transactions

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Abstract: *The purpose of this study is to investigate how consumers might be protected against improper products when purchasing and selling online. Examining the type and extent of legal protections available to consumers and sellers of non-conforming items is the main goal of this study. A clear understanding of the rights and obligations of consumers and sellers in online transactions is very important. This study uses a normative juridical approach. A normative legal research technique, which entails a qualitative examination of the legal norms found in existing laws and regulations, is employed in this study. The obligations of business actors and consumer legal protection against inappropriate products during online transactions are the main topics of this study. The results of the study show that customers are entitled to products that reflect their preferences, and sellers in the market will be held liable for such errors under the Consumer Protection Act if the goods sold do not match. In order to boost transparency and customer trust, e-commerce also plays a significant role in advising manufacturers to make sure that the pictures of the products being promoted appropriately reflect their state and in promoting the usage of actual product photos. Buyers can take legal action, both litigation and non-litigation, if the goods sold do not match the drawings.*

Keywords: *Buying and selling; Thing; Internet; Business Actors*

Introduction

Most people believe that transactions through the internet will make it easier for economic activists to transact and get solutions in a limited time and space. This saves time because these types of transactions can happen simultaneously without a meeting. Unlike traditional buying and selling transactions, internet transactions do not include face-to-face meetings between the parties. This causes problems (Yadi et al., 2022). One of the issues with online purchasing and selling is that the things that the vendor delivers to the consumer differ from the products that are offered online. High quality ads loaded on the internet are used by sellers to entice customers to buy the items offered. However, the goods delivered are not comparable to the goods advertised.

Many people today, in the era of increasingly developing globalization, want to look fashionable by wearing clothes or products from well-known global brands, even though the price of these goods may be very expensive and unaffordable (Arnadila Dwi Syahputri et al., 2023). This encourages people to stop using or buying domestically made products. The public's increasing use of online ordering has allowed a variety of items from well-known companies to start making the rounds in Indonesia. This allows people to easily buy the items they want from abroad at affordable prices. High-end people are still interested in

getting permits because well-known brand goods may not be cheap on the internet (Panji et al., 2024).

The buying and selling business is growing due to technological advancements, which allow traders and buyers to meet through social networks, which includes a personal app and an official online trading forum (Nurussofiah et al., 2022). Sellers who do online buying and selling must ensure that there is no deliberate contradiction between what they say and what they do (Bukit et al., 2022).

Online transactions not only have a positive effect, such as making it easier and faster to purchase the desired goods, but also have a negative effect on customers. For example, there are many cases where the ordered goods do not match what the customer received during the online buying and selling transaction. Online merchants who use inappropriate images or list different images profit because many customers buy counterfeit goods. However, brand owners and consumers are bound to be disadvantaged because merchants have sold counterfeit goods to consumers, so consumers are not satisfied with their online transactions (Zahida & Santoso, 2023).

The researcher is interested in learning more about this phenomenon and problem because the position of consumers when this kind of right occurs must result in many losses and the system of justice and consumer protection cannot function because the consumer has agreed to the buying and selling transaction, and when consumer satisfaction and fraud aspects occur, this is very contrary to urgency and reflects on the unrest and phenomenon that occurs.

Methodology

Legislative research of this kind is also known as normative juridical research. This is a type of legal research that uses literature research. This research uses an analytical descriptive method. This indicates that the purpose of this kind of study is to characterize issues pertaining to the relevant rules and regulations as well as theories on the application of positive laws. The research conducted in a descriptive analytical manner also seeks to explain legal theories and practices about the object of the problem being studied. Therefore, the operation of Consumer Protection Law Number 8 of 1999 will be explained in this research. As the name implies, analytical research, another name for this non-interactive qualitative study, does not use human data sources to interactively gather data; Rather, concepts, policies, occurrences, and events that are directly or indirectly linked to the study topic are interpreted by researchers after they have gathered, identified, analyzed, and synthesized data.

Result and Discussion

The term "e-commerce" is often used to refer involves transactions involving online purchases and sales. Most Indonesians are still unfamiliar with this term. Buying and selling is often done by members of the upper middle class. Until now, it is also known as buying and selling transactions, however its existence is not clearly defined.

Online transactions are the purchasing and selling process and sale of goods or services made through e-commerce platforms on the internet (Feriyanto et al., 2024). Sellers

can market their goods or services through this platform, and buyers can browse, select, and buy the goods they want. Buyers can find the products they are looking for by using the e-commerce platform's search feature once they have registered and created an account. To assist the buyer in making a decision, a clear product description is accompanied by information such as specifications and conditions.

Buyers can choose their preferred payment method and the price of the product is displayed. E-commerce platforms use encryption technology and security protocols to keep transactions secure (Chintami Rahmadani Putri et al., 2024). Sellers are responsible for delivering products to buyers after purchase, while e-commerce platforms offer the ability to monitor shipments. Buyers can follow the return policy set by the platform if there is a problem with the product or if they want to return it. Once the transaction is complete, buyers can also provide reviews and ratings, which helps sellers make better decisions (Fajarrina et al., 2023).

Sales are divided into three parts, namely: (Lutfianisa & Naf, 2025)

1. A trade transaction whose goods can be seen allows both parties to see the goods to be traded directly. Before making a transaction, buyers can assess whether the item meets their needs. Legally, this type of buying and selling is considered legal.
2. Sales transactions involving specific features or features. Although the traded goods cannot be seen directly, sellers can create items that match the buyer's request by providing their specifications.
3. Both parties cannot see what happens in the buying and selling transaction. Since the seller cannot present from the object of sale, so both parties cannot see it, the third sale is legally invalid. Sellers even sell items that they don't actually own.

Online buying and selling generally falls into the third category of buying and selling, where both parties cannot see the goods being sold. Buyers can only view online buying and selling through images and information. The item does not exist and cannot be seen directly. After the transaction, the image may change. The thing to anticipate is that there is a possibility of a change between the displayed image and the actual one, so the seller must provide a return option if the purchased product does not match the customer's demand.

There are three main categories in terms of buying and selling that can describe different types of transactions. Linked to the legal basis of buying and selling, according to experts, based on the above theoretical elaboration, namely: (Yova murnika et al., 2024)

1. There is an agreement. The agreement between the buyer and seller determines the laws governing sales and purchases. A legal arrangement is called a contract. between the parties involved that establishes the rights, obligations, and conditions that govern the sale and purchase transaction. The law of sale and purchase depends on the contract between the seller and the buyer. Mutual agreement on rights, obligations, and terms of the transaction is included in this contract. A contract is a binding agreement made by both parties and provides a clear basis for a smooth buying and selling transaction.
2. Exchange of Ownership. The legal basis of buying and selling is that the goods or property are passed from the buyer to the seller. Buying and selling is a legal way to

transfer ownership rights. In a buying and selling, property or goods are transferred from the seller to the buyer. According to this legal basis, the legal transfer of ownership rights can be carried out through the sale and purchase process regulated by law. The seller's title ends and the buyer's title begins with this exchange of ownership.

3. There is an agreement. This approach highlights that the legal foundation for purchasing and selling is the mutual agreement between the buyer and seller. When the parties involved reach an agreement on prices, goods, and other conditions, it's referred to as a purchase and sale. The contract between the buyer and seller determines the laws governing sales and purchases. When the parties involved reach an agreement on prices, goods, and other conditions, the buy and selling deal is regarded as legal. This deal has the effect of making the agreement the transaction's legal foundation.
4. Exchange of Value. The exchange of goods or services of equal value between sellers and buyers is known as buying and selling. Both parties consider the exchange of value as the basis of the buying and selling transaction. The exchange of goods or services of equal value between sellers and buyers is called buying and selling. According to this legal basis, exchanges of value that are deemed advantageous to both parties are the foundation of buying and selling transactions. Fairness in transactions depends on the equivalence of these values.
5. Protection of consumers. Respecting the rights of consumers is essential when it comes to sales and purchases. Efforts to protect consumers from harmful practices and ensure that they receive goods or services that meet their expectations are the legal basis of buying and selling. The protection of consumer rights is an important component of the law of sale and purchase. Protecting consumers from adverse practices, such as misinformation, defective products, or unethical business practices, is essential, according to this foundation. Consumer protection includes the right to demand products or services that live up to expectations.

The concept known as e-commerce encompasses any type of business transaction or exchange of information that takes place between a business and a consumer, or between a business and a public administration institution (Hasdiana Juwita Bintang, 2022). A legal action conducted by a computer, computer network, or other electronic media is referred to as an electronic transaction, Law No. 11 of 2008 respecting Information and Electronic Transactions, Article 1 Number (2) (Presiden Republik Indonesia, 1999)

According to consumer protection laws, customers have several ways to address product non-conformance in transactions involving online purchases and sales (Arief, 2023). The customer has the right to ask for a replacement or appropriate repair when the products are damaged. The issue of products not matching during online buying and selling transactions is one that both buyers and sellers on e-commerce platforms frequently face. elements like erroneous descriptions, fake or counterfeit products, damage incurred during shipping, shipping errors, and differences in expectations between buyers and sellers are some of the sources of these problems.

Product mismatches are one of the common problems when making online buying and selling transactions. Buyers get items that don't match their expectations or the description provided by sellers on online buying and selling platforms. This is called item mismatch. There are many reasons why this issue can arise: (Habib Husin et al., 2024)

1. **Incorrect Description.** Sellers may provide incorrect or incomplete product descriptions. They can use fake images or omit important information about the product's size, material, condition, or features. Buyers may receive products that are not what they expected.
2. **A product that is not original or counterfeit.** The purchase of counterfeit or imitation goods can occur on online buying and selling platforms. Buyers may not realize this until they receive an item that does not match the expected quality or brand because a dishonest seller or unauthorized third party can market counterfeit goods by claiming that they are genuine products.
3. **Damage that occurs during shipping.** It is possible that the goods will be damaged during shipping, although the delivery of goods is usually done with care. Goods may be damaged during transit if the seller or delivery party does not pack or protect them appropriately. This can lead to a discrepancy between the goods received and the expected.
4. **Errors in the delivery process.** In the process of shipping goods, sometimes mistakes occur. Buyers may receive the wrong item or the amount is not appropriate. For example, people can get products that are supposed to be intended for other people, or they can get different colors or sizes. This causes the goods received to not match the buyer's order.
5. **Not according to estimates.** Goods mismatches can sometimes be caused by differences in expectations between buyers and sellers. Even if the seller gives a clear description, the buyer has unreasonable expectations. While sellers offer products of comparable quality for their price, buyers may expect high-quality products at low prices.

One of the main factors that cause goods to be mismatched is inaccurate descriptions. The seller may use fake images or not provide a complete description. This may cause the buyer to receive a product that does not meet their expectations or does not match the description provided, which can lead to disappointing discrepancies. Goods mismatches can also occur if counterfeit or imitation products are available on online buying and selling platforms. A dishonest seller or an unauthorized third party can market a counterfeit item with the claim that it is the real item (Syah Awaluddin et al., 2023). After receiving an item that does not meet the expected quality or brand standards, the buyer may only realize this.

Another risk that can cause the goods to be mismatched is damage during shipping. Items can be damaged in transit due to inadequate packaging processes or lack of protection. In addition, shipping errors can occur when the wrong item or the amount is not suitable is sent to the buyer, causing a discrepancy between the ordered and the received item.

The seller must provide accurate and honest product descriptions, while the buyer must actively read the reviews and product descriptions before making a purchase. In the event of a discrepancy, appropriate action should be taken, such as submitting a return request or resolving the issue through the mechanism provided by the e-commerce platform. Therefore, understanding and paying attention to these issues can help improve the online transaction experience and reduce the risk of goods mismatches.

Consumers have the right to request that the non-conforming item be returned or exchanged. According to consumer protection laws, sellers must have a clear return policy and comply with these requests. In the event that the items are unsuitable, consumers are also entitled to reimbursement (Jonah Prasetyo, 2024). A reimbursement of the purchase price may be one way to provide this compensation, product repairs, or compensation for other losses suffered by the customer. Consumers can contact the competent consumer protection authority or institution if the seller or e-commerce platform does not resolve the issue or does not provide an appropriate solution.

The notion of supply and demand still governs online purchasing and selling; The buyer considers the profits and costs when deciding to buy, and the seller considers the profits and costs when deciding to sell. Although there are some differences in how sellers and buyers interact, the theory of buying and selling that involves the laws of demand and supply still applies to online buying and selling.

When the product does not match the description or expectations given by the internet marketplace for buying and selling, this can be considered a default (Mursita Devi & Vensuri, 2025). Consumers have the right to address product non-conformities in consumer protection law. They can request returns or exchanges of non-compliant items, and laws that protect consumers require sellers to create clear return policies. Consumers are also entitled to compensation, such as a refund of the purchase price or compensation for other losses, if they suffer losses.

The laws of supply and demand are still relevant in the theory of buying and selling. Both buyers and sellers consider the benefits and costs before deciding to buy (Kennedy, 2024). The fundamental ideas of supply and demand continue to form the cornerstone of purchasing and selling activities, although the mechanisms of interaction and transactions between sellers and buyers on the internet can differ.

Article 4 of the Consumer Protection Law lists the following consumer rights: the ability to select products and/or services at reasonable costs, terms, and assurances; The entitlement to get true, clear, and accurate information on the conditions and warranties of goods and/or services; also, the right to compensation (Devrayno &., 2023). In the event that the products and services obtained do not meet the terms of the agreement or as appropriate, reimbursement and/or exchange (Haryono et al., 2023).

In addition, it is well known that entrepreneurs are required by article 7 of the Consumer Protection Law to give accurate, transparent, and truthful information on the warranties and conditions of products and services; an explanation of how compensation is used, repaired, and maintained; reimbursement or exchange in the event that the products and services utilized or obtained do not meet the terms of the agreement; and so forth.

According to Article 8 of the Consumer Protection Law, it is illegal for business actors to sell products and services that don't live up to the claims made on labels, signs, descriptions, advertisement, or promotional activities. Merchants commit an offence or prohibition if the goods they receive under this article are different from the goods mentioned in the advertisement or image of such products. The Consumer Protection Law's Article 4 Letter H addresses the right of the customer to compensation. If the goods and services acquired are not what was planned or do not fit the conditions of the contract, compensation and/or exchange (Rajalabis et al., 2024). Meanwhile, should the goods and services acquired or used fail to live up to the terms of the agreement, merchants are obligated to provide compensation, refund, or a transaction that complies with the Consumer Protection Law's Article 7 Paragraph G. Entrepreneurs who fulfill their commitments risk punishment, based on the Consumer Protection Law's Article 62: (Andrian et al., 2024)

"The sanctions imposed on corporate actors that disregard the clauses stated in Articles 8, 9, 10, and 13 paragraph (2), five years in prison or a fine of up to Rp 2,000,000,000.00 are the penalties for Article 15, Article 17 paragraph (1) letters a, b, c, and e, paragraph (2), and Article 18".

If the products or services that consumers get do not meet their expectations or the terms of the agreement, they are entitled to repayment or compensation under the Consumer Protection Law (UUPK). This is governed by Criminal Court Law Article 4 Letter H. Because of this nonconformity, consumers are entitled to legal protection and remedies. The business must provide refund or compensation if the consumer's usage or receipt of the products or services does not match the terms of the agreement (Cecilia Nugroho & Gunadi, 2024). This duty is governed by Criminal Court Law Article 7 Letter G. In compliance with the PK Law's Article 62, business actors can be punished if they do not carry out their obligations.

According to legal studies, Law Number 8 of 1999's Article 1 Number 1 on Consumer Protection states the following: "Any effort that guarantees legal certainty to protect consumers is considered consumer protection" (Jaang, 2023). Law Number 8 of 1999 concerning Consumer Protection, Article 1 Paragraph 1, governs all acts that ensure legal certainty for consumer protection. Consumer protection has a wide reach and encompasses safeguarding consumers from the moment they purchase products and services until the effects of their use are felt.

The concept of this research says that if the seller makes a mistake that harms the consumer in a transaction, the consumer will be protected. This safeguard, which shields customers from vendors' illegal actions, is governed by the Consumer safeguard Law (UUPK). Based on the above opinion, this protection is linked to how some customers feel about transactions involving non-conforming products on online marketplaces.

E-commerce as a means of consumer protection, there are at least three ways that can be done to resolve conflicts between consumers and businesses. Among these efforts are: (Darnia et al., 2023)

1. **Non-Litigation Consumer Protection:** This is a method of resolving consumer disputes that does not involve judicial proceedings or litigation in court. The goal of this approach is to encourage conversation, mediation, and cooperation between consumers and businesses and to resolve conflicts in a faster, more effective, and cheaper way. The concept of consumer non-litigation involves a neutral third party called a mediator, who helps consumers and business actors reach a mutually beneficial agreement. A mediator helps both parties talk, find problems, and find the best way to resolve them. Typically voluntary, mediation gives the opposing parties a chance to communicate and work toward a settlement without the involvement of the court.

Non-litigation consumer protection is a dispute resolution method that avoids litigation in court. Mediation is a commonly used technique to protect consumers in a non-litigation manner. To reach a mutually beneficial agreement, consumers and business actors are assisted by a third party known as a mediator. Mediation can be an effective method to reach a decision that is satisfactory to both parties in cases where the dispute is related to goods that did not arrive. Mediators will help consumers and businesses talk to each other, identify problems, and find solutions that are fair to each.

2. **Consumer Protection in Litigation.** Consumer protection by litigation is a consumer dispute resolution procedure that involves litigation in court. Consumers may choose to file a lawsuit or lawsuit against the company if their dissatisfaction cannot be resolved through negotiation or other non-litigation methods.

If negotiation or other non-litigation settlement attempts are unsuccessful or do not satisfy the consumer, litigation protection may be an option to protect the consumer in the event that the goods received do not match those displayed on the online platform. If customers discover that the products they receive don't match the pictures or descriptions that are posted on the platform, they may file a lawsuit against the seller or business actor in question.

Many consumers choose to avoid the consumer protection route with litigation for a variety of reasons. Litigation usually takes a lot of time and costs. Consumers have to spend time and effort to prepare, attend trials, and deal with complex processes. Consumers can also experience significant financial burdens due to the legal costs associated with litigation, such as attorney and court fees.

There is no confidence about the outcome of the litigation. Even if the consumer has a strong argument and strong evidence, the jury's or judge's decision will determine the outcome of the trial. The litigation process can take a lot of energy and emotions away from consumers because there is no guarantee that their case will be resolved in the expected way. Engaging in long and difficult trials and arguing with the opposing party can cause prolonged stress and tension for customers. Some customers may choose to avoid litigation due to the emotional burden.

Consumer protection in e-commerce can include a variety of dispute resolution methods, such as consumer protection through litigation in court or consumer protection

through non-litigation (Naomi et al., 2024). Non-litigation consumer protection includes dispute resolution that does not involve litigation or litigation in court. One of the most common methods is mediation, in which a neutral third party, called a mediator, helps consumers and businesses reach an agreement. Mediators help both parties talk, find problems, and find solutions. This method gives the disputing party the opportunity to reach a settlement without court intervention.

Consumer protection in litigation cases occurs when the dispute resolution effort involves litigation in court or judicial proceedings. Consumers can choose to sue or sue the company in court if they are dissatisfied with the non-conforming goods. As part of this process, people must gather evidence, speak with legal counsel, file a lawsuit, and finally attend a hearing in court. In this hearing, the judge considered the evidence and arguments of both sides. (Prayuti, 2023).

Consumers have two options for resolving disputes: faster and more effective non-litigation or litigation if non-litigation is unsuccessful or unsatisfactory (Gustami & Marpaung, 2024). Therefore, e-commerce consumer protection demonstrates a commitment to maintaining consumer trust, strengthening the integrity of e-commerce platforms, and resolving disputes in a fair and effective manner. Consumers are not aware of their rights or litigation procedures. They may find it difficult or inappropriate to initiate a lawsuit, especially in cases of minor losses or complex disputes. Many customers prefer to resolve their issues through negotiation or alternative dispute resolution methods such as arbitration or mediation.

Conclusion

Online purchasing and selling when products are purchased and sold via the store's electronic media, transactions that do not correspond with the products on online platforms for buying and selling take place, so that customers can buy goods virtually without physically seeing or holding the goods. The discrepancy between the goods purchased and the quality displayed, are regarded as a type of transaction, as is the difference between the number of items requested and the quantity that is delivered to the consumer. On online buying and selling platforms, consumers are protected from product mismatches in two stages. Non-litigation consumer protection through mediation and negotiation, which includes product returns, product replacements, or financial compensation for consumers whose products are not suitable. In addition, an additional stage is to protect consumers from litigation in court by carrying out the formal administrative stages necessary to take the legal route.

The lack of legal protection for Indonesian consumers in online transactions is a result of the continued prevalence of fraud in these transactions, which causes losses for the customers. As a result, the government must play a role in providing direction and oversight to stop current cases. It is also hoped that the government will be able to create new laws pertaining to consumer protection that will cover everything, including online purchasing and selling. Strict legal penalties are being enforced since vendors continue to often commit issues that generate losses for customers.

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