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Contractual Imbalance and the Consumer Protection Crisis in E-Commerce

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Original Article

Abstract

The expansion of e-commerce in Indonesia has facilitated commercial transactions while simultaneously increasing the risk of consumer harm arising from information asymmetry, unfair standard contractual terms, and inadequate legal protection mechanisms. This study examines the legal framework governing consumer protection in online transactions, the validity of electronic contracts, the liability of business operators, and the challenges associated with the enforcement of consumer protection laws. Employing a normative legal research method through statutory and conceptual approaches, this study qualitatively analyzes primary and secondary legal materials. The findings reveal that although the Consumer Protection Law (UUPK), the Electronic Information and Transactions Law (UU ITE), the Indonesian Civil Code, and regulations governing trade through electronic systems provide a legal foundation for consumer protection, their effective implementation remains constrained by contractual imbalances, limited digital legal literacy, difficulties in identifying business operators, restricted access to dispute resolution mechanisms, and inadequate law enforcement. This study concludes that effective consumer protection in the digital marketplace requires stronger regulatory oversight, greater contractual transparency, improved consumer legal literacy, and more accessible and effective dispute resolution mechanisms.

Keywords: *Consumer Protection, E-Commerce Transactions, Electronic Contracts, Dispute Resolution*

Abstrak

Perkembangan perdagangan elektronik di Indonesia memberikan kemudahan transaksi, tetapi juga meningkatkan risiko kerugian konsumen akibat ketimpangan informasi, klausula baku yang merugikan, dan lemahnya mekanisme perlindungan hukum. Penelitian ini bertujuan menganalisis landasan hukum perlindungan konsumen dalam transaksi jual beli online, keabsahan perjanjian elektronik, tanggung jawab pelaku usaha, serta hambatan implementasinya. Penelitian menggunakan metode hukum normatif dengan pendekatan perundang-undangan dan konseptual melalui analisis bahan hukum primer dan sekunder secara kualitatif. Hasil penelitian menunjukkan bahwa UUPK, UU ITE, KUHPerdata, dan peraturan perdagangan melalui sistem elektronik telah memberikan dasar perlindungan hukum, tetapi implementasinya masih terkendala ketidakseimbangan kontraktual, rendahnya literasi hukum digital, ketidakjelasan identitas pelaku usaha, keterbatasan akses penyelesaian sengketa, dan lemahnya penegakan hukum. Penelitian menyimpulkan bahwa penguatan pengawasan, transparansi, literasi konsumen, dan mekanisme penyelesaian sengketa diperlukan untuk mewujudkan perlindungan konsumen digital yang efektif.

Kata kunci: *Perlindungan Konsumen, Jual Beli Online, Perjanjian Elektronik, Penyelesaian Sengketa*

1. INTRODUCTION

Advances in information technology have fundamentally transformed patterns of social interaction and economic activity in Indonesia. Internet use is no longer confined to communication and information exchange; it has evolved into a primary infrastructure supporting modern commercial activities. These technological developments have enabled commercial transactions to take place without the physical presence of the parties involved, allowing every stage of the transaction—from product offers and order placement to payment and delivery—to be conducted through electronic systems.

This transformation marks a transition from conventional trading practices to electronic commerce (e-commerce), which offers greater convenience, speed, broader market access, and increased transactional efficiency. This development is consistent with Article 28F of the 1945 Constitution of the Republic of Indonesia, which guarantees every individual the right to obtain, process, and disseminate information through various available channels. This constitutional guarantee imposes an obligation on the state to respect, protect, and fulfill citizens' rights, including ensuring that the use of information technology takes place in a secure environment and does not undermine the interests of the public.

E-commerce transactions also give rise to legal relationships that differ substantially from those established through conventional commercial activities. Agreements between sellers and buyers are generally concluded through electronic communications and standard-form contracts, the provisions of which are unilaterally drafted by business operators or platform providers.[1] Consumers are typically offered only two options: accepting or rejecting the predetermined contractual terms, with little or no opportunity to negotiate their provisions. This arrangement creates the potential for contractual imbalance between the parties, particularly because consumers may have limited access to comprehensive information concerning the seller's identity, product specifications, payment procedures, and the legal consequences of the transaction. Additional risks include discrepancies between advertised and delivered products, delayed shipments, fraudulent transactions, misuse of personal data, and difficulties in obtaining legal remedies when losses occur.[2]

Despite the convenience offered by electronic transactions, the development of e-commerce has not been accompanied by equally effective guarantees of consumer protection. From a normative perspective, Indonesia has established several legal instruments governing consumer protection and electronic commerce, including Law

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[1] Baiq Karina Permatasari et al., "Validity of Digital Agreements and the Legal Relations of the Parties in Affiliate Marketing," *Law Journal of the National Academy of Internal Affairs* 15, no. 1 (2025): 59–71, https://doi.org/10.63341/naia-chasopis/1.2025.59.

[2] Indri Julisyah Sandi et al., "Digital Information Management and Consumer Protection in Electronic Transactions: Evidence from Indonesia," *Journal of Digital Scholarship in Archives and Information* 2, no. 2 (2026): 22–30, https://doi.org/10.58723/jdsai.v2i2.219.

Number 8 of 1999 concerning Consumer Protection, the Law on Information and Electronic Transactions and its subsequent amendments, and Government Regulation Number 80 of 2019 concerning Trading Through Electronic Systems. Collectively, these regulations establish the legal foundations for protecting consumer rights, defining the obligations of business operators, recognizing the validity of electronic transactions, and determining the legal responsibilities of the parties involved.

Nevertheless, the existence of a comprehensive regulatory framework does not necessarily ensure the effective protection of consumer rights in practice. The central problem lies not simply in the availability of legal instruments but also in the extent to which legal protection is effectively implemented when consumers experience financial or other forms of loss and encounter difficulties in exercising their rights. Accordingly, the effectiveness of consumer protection in e-commerce must be evaluated by examining the relationship between normative legal guarantees, the responsibilities of business operators, and the actual realization of consumer rights in electronic transactions.

Previous studies have examined consumer legal protection in online transactions from various perspectives and with different analytical emphases. Ikhsan, for example, argues that the use of the internet in commercial activities has fundamentally altered the relationship between sellers and buyers by limiting direct interaction between the parties. The Consumer Protection Law and the Law on Information and Electronic Transactions provide the principal legal framework for protecting consumers in this context. Although these regulations accommodate changes in commercial practices, the distinctive characteristics of electronic transactions continue to create specific challenges for their effective implementation.[3]

Furthermore, Sukarmi and Permono examined the stages of sales transactions conducted through the Lazada platform, including product selection, order placement, payment, and product delivery. Their findings highlighted the vulnerable position of consumers, questions concerning the validity of electronic agreements under Article 1320 of the Indonesian Civil Code, and limitations in existing transaction guarantee mechanisms. These findings suggest that consumer protection extends beyond product quality to encompass legal certainty in the formation and performance of electronic contractual relationships.[4] Similarly, Landrawati and Rosmaya found that discrepancies between products received by consumers and the information provided by business operators frequently result in consumer dissatisfaction. Although the Consumer Protection Law grants consumers the right to request product replacement or

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[3] Viola Annisa Ikhsan, "Perlindungan Hukum Bagi Konsumen Terhadap Transaksi Jual Beli Melalui Platform E-Commerce Di Indonesia," *Jurnal Program Magister Hukum FHUI* 2 (2022): 10.

[4] Sukarmi Sukarmi and Yudhi Tri Permono, "Perlindungan Hukum Konsumen Dalam Transaksi Secara Online," *Jurnal Hukum* 35, no. 1 (2019): 77–100, https://doi.org/10.26532/jh.v35i1.11046.

compensation, some consumers choose not to exercise these rights after experiencing losses.[5]

Setyawan and Kurniawan demonstrated that existing consumer protection regulations have not been fully effective in ensuring the fulfillment of consumer rights, particularly in cases involving business operators' failure to perform their contractual obligations (breach of contract).[6] Meanwhile, Husin et al. broadened the discussion by identifying several critical issues, including product discrepancies, fraudulent transactions, difficulties in resolving disputes, and threats to personal data security. Their findings underscore the importance of cross-jurisdictional cooperation and the development of online alternative dispute resolution mechanisms.[7] Khair and Yefrianto, in turn, focused on the liability of business operators to provide compensation for defective or problematic products and examined the normative foundations of consumer protection in electronic transactions.[8]

Additionally, Reyriski et al. identified several obstacles to the implementation of consumer protection laws, particularly weak law enforcement and limited consumer awareness of their legal rights.[9] A broader perspective was presented by Pratama et al. (2026), who situated consumer protection within a comprehensive framework encompassing regulatory integration, the allocation of responsibilities between sellers and platform operators, institutional independence, and the strengthening of consumer complaint mechanisms. Their study also emphasized the importance of preventive measures, particularly through greater information transparency and the development of fair contractual arrangements.[10]

Although previous studies have examined consumer protection from the perspectives of regulatory frameworks, breach of contract, business operator liability, and dispute resolution, further investigation is needed into the relationship between normative legal guarantees and the practical obstacles consumers encounter when seeking legal protection. The originality of the present study lies in its integrated examination of the forms of legal protection available to consumers and the challenges associated with their implementation. By connecting these two dimensions, the study

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5 Nur Windy Bripa Landrawati and Ina Rosmaya, "Perlindungan Konsumen Terhadap Transaksi Jual Beli Secara Online Atas Ketidaksesuaian Barang Yang Diterima," *Jurnal Hukum Dan Keadilan* 11, no. 2 (2023): 76–90.

6 Vincentius Patria Setyawan and Itok Dwi Kurniawan, "Perlindungan Hukum Konsumen Dalam Transaksi E-Commerce Menurut Hukum Positif," *Legal Advice Journal of Law* 1, no. 1 (2024): 27–34.

7 Muhammad Habib Husin et al., "Legal Protection for Consumers in Online Sales Transactions: A Review from the Indonesian Civil Code," *Jurnal Hukum Lex Generalis* 5, no. 4 (2024): 1–17.

8 Umul Khair and Yefrianto Yefrianto, "Perlindungan Hukum Bagi Konsumen Dalam Transaksi Jual Beli Online (e-Commerce): Asas Itikad Baik Sebagai Prinsip Korektif Dalam Perlindungan Konsumen Online," *Ensiklopedia of Journal* 8, no. 2 (2026), https://doi.org/10.33559/eoj.v8i2.3751.

9 Nanda Reyriski et al., "Perlindungan Hukum Bagi Konsumen Dalam Transaksi Jual Beli Online Dalam Perspektif Hukum Positif: UU No. 11 Tahun 2008 Tentang Transaksi Dan Informasi Elektronik," *Al-Zayn: Jurnal Ilmu Sosial & Hukum* 4, no. 4 (2026): 1149–55, https://doi.org/10.61104/alz.v4i4.5106.

10 Pradipta Mulya Pratama et al., "Perlindungan Konsumen Dalam Hukum Positif Indonesia Di Era Transaksi Digital," *Jurnal Ilmiah Multidisiplin Ilmu* 3, no. 5 (2026): 243–49, https://doi.org/10.69714/c1dyc662.

seeks to explain the gap between existing legal provisions and the actual fulfillment of consumer rights in online transactions in Indonesia.

This study aims to examine the legal protection afforded to consumers in online transactions in Indonesia and identify the obstacles that hinder the effective realization of such protection. Specifically, it analyzes the normative legal framework governing the rights and obligations of the parties involved, the validity of electronic agreements, and the liability of business operators for losses incurred by consumers in online transactions. Furthermore, this study investigates the practical barriers to implementing consumer protection, including contractual power imbalances, limited access to complaint-handling and dispute resolution mechanisms, and deficiencies in law enforcement.

2. RESEARCH METHODOLOGY

This study employs a normative legal research method, focusing on the examination of legal norms governing consumer protection in online sales transactions in Indonesia. Two approaches are adopted: the statutory approach and the conceptual approach. The statutory approach examines the consistency, coherence, and interrelationships among various legal instruments regulating consumer protection and electronic transactions. The conceptual approach examines the underlying principles of consumer protection, contractual balance, business operator liability, and legal certainty.

The primary legal materials comprise the 1945 Constitution of the Republic of Indonesia, the Indonesian Civil Code, Law Number 8 of 1999 concerning Consumer Protection, the Law on Information and Electronic Transactions and its subsequent amendments, and relevant implementing regulations governing trade through electronic systems. Secondary legal materials include academic books, scholarly journal articles, and previous research relevant to the subject, while tertiary legal materials are used as supplementary references.

Legal materials were collected through a systematic literature review and subsequently analyzed using qualitative descriptive-analytical methods. The analysis involved legal interpretation and systematic legal reasoning to examine the forms of legal protection available to consumers and identify the obstacles they encounter in securing the fulfillment of their rights and obtaining legal certainty in online sales transactions in Indonesia.

3. RESEARCH RESULT AND DISCUSSION

3.1. Legal Protection for Consumers in Online Sales Transactions in Indonesia

Indonesia has established a regulatory framework for consumer protection, primarily comprising Law Number 8 of 1999 concerning Consumer Protection (UUPK), the Law

on Information and Electronic Transactions (UU ITE) and its subsequent amendments, the Indonesian Civil Code (KUHPerdata), and Government Regulation Number 80 of 2019 concerning Trading Through Electronic Systems. Nevertheless, the distinctive characteristics of electronic transactions, particularly the absence of face-to-face interaction between contracting parties, present specific challenges to ensuring a balanced legal relationship between consumers and business operators.

The development of consumer protection in Indonesia can be traced to civil society initiatives, particularly the establishment of the Indonesian Consumers Foundation (Yayasan Lembaga Konsumen Indonesia or YLKI) in 1973. These initiatives subsequently gained a stronger legal foundation through the enactment of the Consumer Protection Law on April 20, 1999. Article 1, point 1, of the UUPK defines consumer protection as all efforts intended to ensure legal certainty in protecting consumers. This definition demonstrates that consumer protection extends beyond the provision of compensation after a loss has occurred to include preventive measures designed to prevent unfair and harmful commercial practices. Such protection encompasses guarantees that products conform to the information provided by business operators, as well as safeguards against the imposition of unfair standard contractual clauses. Accordingly, the principles of legal certainty and contractual balance constitute fundamental requirements for ensuring fairness in electronic commerce.[11]

In principle, online sales agreements are legally binding, provided that they satisfy the requirements for a valid contract under Article 1320 of the Indonesian Civil Code: mutual consent, legal capacity, a specific subject matter, and a lawful cause. The use of electronic forms and digital approval mechanisms, such as clicking an "agree" or "checkout" button, does not invalidate the contractual relationship between sellers and buyers. Furthermore, the legal recognition of electronic information and electronic documents under the ITE Law reinforces the legal certainty of electronic transactions. However, legal concerns arise when contractual provisions are unilaterally drafted by business operators, leaving consumers with little or no meaningful opportunity to negotiate the terms of the transaction. The legal validity of an electronic agreement does not automatically render every provision contained therein legally enforceable. Rather, contractual terms must remain consistent with consumer protection principles, particularly Article 18 of the UUPK, which prohibits the inclusion of standard contractual clauses that disadvantage consumers.

The recognition of electronic documents as legally admissible evidence constitutes another essential instrument of consumer protection in the event of a dispute. Article 1866 of the Indonesian Civil Code establishes the recognized forms of evidence in civil proceedings, while Articles 5 and 6 of the ITE Law recognize electronic information,

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[11] Faisal Afda'u and Husnia Hilmi Wahyuni, "The The Development of E-Commerce and Digital Transactions in The Dynamics Of Civil Law and Personal Data Protection Law," *Uniska Law Review* 6, no. 1 (2025): 23–42, https://doi.org/10.32503/ulr.v6i1.8236.

electronic documents, and their printed versions as legally admissible evidence, provided that they satisfy the requirements established by applicable legislation. In addition, Article 11 of the ITE Law regulates the legal validity of electronic signatures, providing a legal basis for verifying the identity of signatories and establishing their consent to electronic information.

Electronic evidence, including communication records, order confirmations, payment receipts, electronic invoices, and shipping documentation, can play a significant role in substantiating claims during dispute resolution proceedings. Consequently, consumer protection in digital commerce cannot rely exclusively on substantive legal provisions governing the rights and obligations of the parties. It also requires effective evidentiary mechanisms capable of establishing the authenticity, integrity, and reliability of electronic information.[12]

Business operators are legally obligated to provide accurate, clear, and truthful information regarding the condition of goods and services, including applicable warranties, as stipulated in Article 7 of the UUPK. When goods received by consumers do not conform to the contractual agreement, consumers are entitled to compensation, damages, or product replacement under Articles 4 and 19 of the UUPK. These provisions demonstrate that the legal responsibilities of business operators do not terminate upon receipt of payment but extend to the proper fulfillment of contractual obligations and the remedying of losses suffered by consumers. Meanwhile, the liability of electronic system providers must be assessed in light of their respective legal status, functions, and statutory obligations within the transaction. Their liability should not automatically be equated with that of sellers or other business operators. Accordingly, effective consumer protection requires a clear allocation of legal responsibilities based on the respective roles and obligations of each participant within the e-commerce ecosystem.

The findings of this study are consistent with those of Ikhsan who emphasizes the importance of the Consumer Protection Law (UUPK) and the Law on Information and Electronic Transactions (UU ITE) as the primary legal foundations for consumer protection in e-commerce transactions.[13] Similarly, Sukarmi and Permono highlight the vulnerable position of consumers and the legal challenges surrounding the validity of electronic agreements.[14] Meanwhile, Husin et al. extend the scope of consumer protection concerns to encompass personal data security and the challenges associated

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[12] Owen Santiago et al., "Consumer Protection Against the Sale of Counterfeit Products in E-Commerce: A Human Rights and Legal Certainty Perspective in Indonesia," *Jurnal Mediasas: Media Ilmu Syari'ah Dan Ahwal Al-Syakhsiyyah* 8, no. 1 (2025): 221–39, https://doi.org/10.58824/mediasas.v8i1.288.

[13] Ikhsan, "Perlindungan Hukum Bagi Konsumen Terhadap Transaksi Jual Beli Melalui Platform E-Commerce Di Indonesia."

[14] Sukarmi and Permono, "Perlindungan Hukum Konsumen Dalam Transaksi Secara Online."

with dispute resolution.[15] Unlike these previous studies, which examine specific dimensions of consumer protection, the present study integrates normative legal protection, the validity of electronic contracts, electronic evidence, and the legal responsibilities of the parties involved within a unified analytical framework. The findings demonstrate that although consumer protection in online transactions is supported by a relatively comprehensive normative legal framework, its effectiveness ultimately depends on the consistent application of contractual fairness, legal certainty regarding electronic evidence, and the equitable allocation and fulfillment of the legal responsibilities of all parties involved.

3.2. Obstacles to the Implementation of Consumer Legal Protection in Online Transactions in Indonesia

Obstacles to effective consumer protection arise not only from deficiencies in the regulatory framework but also from the conduct of business operators who fail to act in good faith, the imposition of unfair standard contractual clauses, limited consumer legal awareness, and difficulties in identifying the parties responsible for electronic transactions. These conditions reveal a gap between the normative recognition of consumer rights and consumers' practical ability to exercise those rights when they suffer losses.

The first major obstacle concerns information asymmetry and the imbalance of contractual power between consumers and business operators. Consumers generally make purchasing decisions based on photographs, product descriptions, specifications, and other information provided by sellers. Their reliance on such information places them in a vulnerable position, particularly when business operators provide misleading or inaccurate representations that do not reflect the actual condition of the goods. This problem is particularly evident in the online sale of fashion products through social media platforms, where the products received may contain concealed defects or differ from those advertised in terms of color, size, material, design, or overall quality.

Such information asymmetry can subsequently develop into a contractual imbalance because consumers have limited opportunities to independently verify product conditions before completing a transaction. These practices may constitute a breach of contract (wanprestasi) when business operators fail to perform their contractual obligations in accordance with the agreed terms and conditions.[16] Moreover, the provision of inaccurate or misleading product information violates the obligations imposed on business operators under Article 7 of the Consumer Protection Law

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[15] Husin et al., "Legal Protection for Consumers in Online Sales Transactions: A Review from the Indonesian Civil Code."

[16] Adeline Lo et al., "Legal Implications of Government Default in the Ranggulalo Market Construction Contract: An Analysis of Decision Number 28/Pdt.G/2021/PN Dgl," *SIGn Jurnal Hukum* 7, no. 1 (2025): 70–91, https://doi.org/10.37276/sjh.v7i1.416.

(UUPK). Article 49, paragraphs (1) and (3), of Government Regulation Number 71 of 2019 concerning the Implementation of Electronic Systems and Transactions, together with the relevant provisions governing trade through electronic systems, must also be interpreted systematically to ensure compliance with information disclosure requirements and obligations concerning the return of goods that do not conform to contractual agreements. Accordingly, consumer harm results not only from discrepancies between advertised and delivered products but also from business operators' failure to fulfill their transparency obligations from the initial stage of product promotion and offering.

The second major obstacle concerns the use of standard contractual clauses that restrict consumers' rights to return purchased goods or obtain refunds through so-called "no-return" and "no-refund" policies. Such clauses are frequently imposed unilaterally by business operators, who argue that consumers have accepted the condition of the products before making payment. However, a consumer's acceptance of an electronic contract cannot be interpreted as a waiver of statutory consumer rights.

Article 18, paragraph (1), letter b, of the UUPK prohibits business operators from including standard contractual clauses that grant them the right to refuse the return of goods purchased by consumers. Meanwhile, Article 18, paragraph (1), letter c, prohibits clauses that authorize business operators to refuse refunds for payments made for purchased goods or services. Furthermore, Article 18, paragraph (3), explicitly stipulates that standard contractual clauses violating these provisions are null and void by operation of law.

The inclusion of "no-refund" or "no-return" provisions cannot serve as a legal justification for business operators to avoid liability when delivered products fail to conform to the contractual agreement or contain concealed defects. Although freedom of contract is recognized in electronic transactions, its exercise remains subject to statutory limitations designed to protect consumer interests and maintain a fair and balanced contractual relationship.[17] Consumers' digital consent cannot legitimately be used to justify the unilateral transfer of all transactional risks and responsibilities to consumers.

The third obstacle concerns consumers' limited legal awareness of their rights and the mechanisms available for obtaining legal remedies. Some consumers tend to accept financial losses without filing complaints, even when the goods received do not conform to the terms of the agreement. This situation may result from insufficient knowledge of their legal entitlements, including the right to product replacement, refunds, and the procedures for submitting complaints. In fact, Article 4 of the Consumer Protection Law (UUPK) grants consumers the right to receive compensation, damages, and/or

[17] Hulman Panjaitan, Nindyo Pramono, "Legal Protection of Consumers in Digital Transactions," *Russian Law Journal* 11, no. 3 (2023), https://doi.org/10.52783/rlj.v11i3.1622.

replacement when goods or services received do not conform to the contractual agreement.

Article 19 of the UUPK further requires business operators to provide compensation for consumer losses in accordance with applicable legal provisions. Consumers may submit complaints supported by transaction records, photographs or other documentation of the goods, and communication records with sellers. They may subsequently request product replacement or a refund when replacement is not possible. However, insufficient awareness of these procedures prevents consumers from fully exercising their legally recognized rights. Effective consumer protection therefore requires improvements in digital legal literacy to ensure that consumers not only understand their legal rights but also possess the knowledge and capacity to assert those rights when violations occur.

The fourth obstacle concerns the difficulties associated with identifying and tracing the identities of business operators. The use of social media accounts or online stores that disclose only an account name and telephone number, without providing a verifiable business address or formal business identity, makes it difficult for consumers to submit complaints and hold the responsible parties legally accountable. When business operators discontinue communication or delete their accounts after receiving payment, consumers face considerable difficulties in identifying and pursuing the parties responsible for their losses.

These difficulties become more complex when electronic transactions involve multiple parties, including sellers, platform operators, payment service providers, and delivery service providers. Each party performs distinct functions and assumes different legal responsibilities. Consequently, determining liability for a particular violation requires a careful examination of the legal relationships and obligations governing each participant. Limited access to complaint-handling and dispute resolution mechanisms further exacerbates consumer losses, particularly when consumers lack sufficient transaction evidence or are uncertain about which institution has the jurisdiction to address their complaints.[18] Transparency regarding business operators' identities, transaction traceability, and accessible dispute resolution mechanisms constitute essential prerequisites for effective consumer protection.[19]

These findings are consistent with those of Landrawati and Rosmaya, who found that discrepancies between goods received and the information provided in product offers frequently result in consumer losses, although some consumers do not pursue

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[18] Wiwik Sri Widiarty and Md Hasnath Kabir Fahim, "Institutional Roles and Mechanisms in Upholding Legal Protection Under Consumer Protection Law in the Era of Globalization," *Jurnal Hukum* 40, no. 2 (2024): 134, https://doi.org/10.26532/jh.v40i2.40717.

[19] La Ode Mbunai et al., "Consumer Protection in the Digital Economy Era: A Literature Analysis of E-Commerce Regulation in Indonesia," *Skyhawk: Jurnal Aviasi Indonesia* 7, no. 1 (2026): 895–912, https://doi.org/10.52074/skyhawk.v7i1.368.

their legal rights.[20] The findings also reinforce the conclusions of Setyawan and Kurniawan, who demonstrated that consumer protection remains ineffective when sellers fail to fulfill their contractual obligations (breach of contract).[21] Furthermore, Reyriski et al. emphasized that weak law enforcement and limited consumer awareness constitute significant barriers to the effective implementation of consumer protection laws.[22]

Meanwhile, Pratama et al. underscored the importance of information transparency, fair contractual arrangements, a clear allocation of responsibilities between sellers and platform operators, and effective consumer complaint mechanisms. In contrast to previous studies that primarily examine individual dimensions of consumer protection,[23] the present study demonstrates how deceptive business practices, unfair standard contractual clauses, limited consumer legal literacy, and difficulties in identifying responsible parties interact and reinforce one another, thereby increasing consumer vulnerability in online transactions.

The principal challenge to consumer protection in online transactions in Indonesia lies in the persistent gap between the existence of normative legal guarantees and their effective implementation. The enactment of the UUPK and regulations governing electronic transactions does not, by itself, ensure the effective restoration of consumer rights. Such protection requires greater transparency on the part of business operators, stricter oversight of standard contractual clauses, improved digital legal literacy, and accessible, efficient, and affordable complaint-handling and dispute resolution mechanisms. Accordingly, strengthening consumer protection should not focus exclusively on providing compensation after losses have occurred but should also prioritize the prevention of unfair commercial practices and the enhancement of accountability among all parties involved in the e-commerce ecosystem.

4. CONCLUSION

The Consumer Protection Law (UUPK), the Law on Information and Electronic Transactions (UU ITE) and its subsequent amendments, the Indonesian Civil Code, and regulations governing electronic commerce collectively establish a normative legal framework for protecting consumer rights, defining the obligations of business operators, recognizing the validity of electronic agreements, regulating the admissibility of digital evidence, and establishing liability for consumer losses. Nevertheless, the effectiveness of this legal framework remains constrained by several persistent

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[20] Landrawati and Rosmaya, "Perlindungan Konsumen Terhadap Transaksi Jual Beli Secara Online Atas Ketidaksesuaian Barang Yang Diterima."

[21] Setyawan and Kurniawan, "Perlindungan Hukum Konsumen Dalam Transaksi E-Commerce Menurut Hukum Positif."

[22] Reyriski et al., "Perlindungan Hukum Bagi Konsumen Dalam Transaksi Jual Beli Online Dalam Perspektif Hukum Positif: UU No. 11 Tahun 2008 Tentang Transaksi Dan Informasi Elektronik."

[23] Pratama et al., "Perlindungan Konsumen Dalam Hukum Positif Indonesia Di Era Transaksi Digital."

challenges, including information asymmetry and contractual power imbalances, the use of unfair standard contractual clauses, limited digital legal literacy, difficulties in identifying business operators, inadequate complaint-handling mechanisms, and weak law enforcement. The existence of legal regulations alone does not guarantee the effective fulfillment of consumer rights; their implementation requires consistent enforcement, effective institutional oversight, and accountability among the parties involved.

This study contributes conceptually to the development of digital consumer protection law by integrating the analysis of normative legal guarantees and the practical obstacles to their implementation. It also provides policy recommendations for strengthening the regulatory framework governing e-commerce in Indonesia. However, because this study employs a normative legal research approach based on the analysis of legal materials and scholarly literature, it does not empirically examine consumers' actual experiences or the effectiveness of existing protection mechanisms in practice.

The government should strengthen its oversight of digital platforms, ensure greater transparency regarding business operators' identities, enhance regulatory control over standard contractual clauses, promote digital legal literacy, and expand access to effective and accessible dispute resolution mechanisms. Future research should adopt empirical or comparative legal approaches to assess the practical effectiveness of consumer protection regulations and examine the extent to which existing mechanisms facilitate the enforcement and restoration of consumer rights in online transactions.

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