

## Analysis of Customer's Loss as The Impact of E-commerce

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### Abstract

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Conventional commerce is known as trading products through face to face interaction and real transaction. However, the internet connection already changed the conventional commerce into e-commerce. The development of science and technology makes the researcher is interested in the problems on the regulation and law of consumers' loss in the e-commerce. Commonly, the steps of e-commerce are posting some pictures and providing price, detail information and contact person of seller. If the buyer is interested in those products, they easily contact the sellers via text or phone. In this case, the law of Information and Electronic Transaction does not regulate about the compensation yet. It is related to the injury damage. namely; costs, compensations, and interests which may be required by consumers in order to obtain the advantages. The damages due to the misconduct of sellers should be prosecuted clearly and detailly since both sellers and buyers must get profit equally in online shopping.

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**Keywords:** Consumer's Loss, e-commerce; trading, online shopping

### 1. Introduction

#### 1.1 Background

The rapid growing of science and technology makes the great changes of information and communication over the entire accesible world via internet connection for both personal and e-commerce trading purposes. The use of information and technology in online shopping is growing in Indonesia and the more profits will be gained by the sellers. E-commerce or online shopping is modern transformation of convention or traditional commerce, in which conventional commerce had been based on the face to face interaction, direct payment, and real contracts. It is quite different with E-commerce since it is known as trading products via internet networking in which the interaction and transaction will be taken place via internet and phone. Both convention and e-commerce have the same activity, namely; buying and selling. Generally, buying and selling activity is an agreement whereby the seller hands over the products, while a buyer should pay the cost has been dealt with in advance covering the shapes, sizes, materials of products and services.

Selling and buying activity will have been reached the agreement when both a seller and a buyer immediately agree with the products and prices. The common steps of e-commerce is posting the picture of products, and providing any detail information of products, address and contact numbers. Buyers will directly contact number provided if they are interested in those products and the payment will be taken via bank transfer , all of these will be an agreement in e-commerce.

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## 1.2. Research Problems

Based on the background of study, the resech problem is formulated as the following;

1. What kind of regulations and law that Indonesia has passed to protect the consumers in the e-commerce?
2. How do the consumers protect their transctions from the loss in the online shopping?

## II. Technique of Collecting the Data

The data of this study were collected by using the documents and interview transcriptions. To collect the data some procedures will be conducted; (a) documents are legislations which had been collected as secondary data in order to get a grounding rules and theoretical concepts related to e-commerce, (b) field study for having the respondents in the interviews had been done to support the legislations and to have the depth analysis, some related institutions were also used as the research subjects.

## III. The Research Method

This study was conducted by using normative juridis which guides the rule of law or determines some stanndard and norms against a phenomenon by analyzing secondary data or documents. Furthermore, it was be selected according to the law sources, namely; primary legal materils which consists of legislation, secondary laws, relevants documents, tertiary legal materials; dictionaries, ensyclopedia, black laws which relate to the research problem. Data collecting was supported by inteviewing the various subjects who had been taken as sources of data. In order to be more in-depth research, this study used the qualitative approach since it presented the description based on case study rather than statistical data.

## IV. Analysis of Consumer Losses as Impact of E-commerce

According to the article 1320 of the civil code; a valid agreements are;

- a. Agreed to bind themselves
- b. Competent to make an agreement
- c. Particular things
- d. Legality

According to the article 1320 act (1), agreement called be recognized as license which means two different subjects must be agreed and constantaneous with all matters decided. Both seller and buyer have some desire; seller wants some money and buyer needs the product. Clearly, both seller and buyer are involved in sale agreementmaking. Due to the proliferation, conventional commerce is transforming to e-commerce, it is supported by law no 11 year 2008 about Technology and e-commerce. According to the artichel 18; Electronic transaction will be binding to both seller and buyer. They have the auththority to choose the applicable laws as the international e-transactions were made such as; the forum court, arbitration, and other alternatives to overcome all the possible troubles ahead so the applicable laws will be based international Law. However, if they do not establish the agreements as stated in act (4), all the the decision would be based on a principle of International Law.

In addition, according to article 19; any parties who carry out the electronic transaction have to use Electronic system negotiated. According to the article 49 PP No.82 Year 2012 about E-transaction system which regarded as the legal basic for e-commerce in Indonesia, they are;

- (1) The seller must offer the product by providing any detail informataion of contract and product sold.
- (2) The seller must explicitly provide the information about either contract or advertisement.
- (3) The seller must inform consumers the deadline whether the product is not delivered or broken.

The conventional transaction agreement; seller and buyer directly have face to face interaction in which buyer has chance to see the products, ask some questions and pay the cost directly. While, in e-commerce transaction agreement; there is no face to face interaction, all the transaction will be done right away through internet networking, the buyer needs to wait for the products for several days.

Advantages and disadvantages of E-commerce

No	Advantages	Disadvantages
1.	It is accesible via laptop, smartphone connected to the internet	There is no face to face interaction
2.	It is easy and efficient	Buyers need a lot of time to see the products
3.	Transaction will be done faste	Delivery service is needed

Therefore, it may causes some legal consequences since there is no valid files such as the sale and purchase agreement. Automatically, it causes consumer's looses as the impact of e-commerce. In order to overcome this problem, the writer illustrates some cases as the following;

For instance : Clothing Online Store

The buyer who buys some clothes through clothing online store as the seller, when the product delivered, the buyer is dissapointed in a bit because the condition and quality of product is not as same as the product advertised. This case clearly shows the consumer's loo as the impact of e-commerce because;

1. Clothes would be unwearable since it is late delivered
2. Clothes would not be unwerable since it is unfit
3. Consumer's Loos as e-commerce Impact

The source of injury damage certainly arises from the agreement in which it uses to postulate a legal subject has been default. To avoid this case, there must be prior agreement between seller and buyer as stated in Article 1320 of the civil code; a valid agreements are; agreed to bind themselves, competent to make an agreemen, the existence of particular things and legality. Injury damage of agreement is the negligence are described in details as follows;

- a. Do not do the affordable thing
- b. Do not do what was agreed
- c. Do not do all the agreements in time
- d. Do the forbidden things

In the Damages, the calculation will have been done when the negligence have occured. It is set by Article 1237 of the civil code; an engagement could give a certain stuffs in which those would be creditor's responsibility since the engagement occured. Otherwise, if debtor fails to turn over the stuffs, all those stuffs would be debtor's responsibility.

Furthermore, Article 1246 of civil code states that creditors may could demand either loss or benefit which covers costs, damages, and interest from everything they obtained. It must be detailly calculated based on type and amount in which all the calculation fulfill both compensation and interest since detail and clear injury damage will be processed.

The first process of injury damage is negligent declaration (inmorastelling, negligent of expression, interpellation, ingerberkesteling) as stated in article 1243 Civil of code; An engagement is intended to give something, do something, or not do something even if debtors are considered as negligent debtors without requiring summons or warnings. For those who feel harmed as the result of injury damage can demand the fulfillment of agreements, cancellation of agreememts, or asking for a change to debtor. This could be carry out when the debtors are nor responsible for the agreements in proper.

Therefore, analysis of consumer's loss as impact e-commerce consists of; costs, damages, and interests in which either loss and benefit may be required by consumer as well. All the calculation will be undertakaen detailly and clearly which covers consumer's loss, the benefit to be gained, and interest compensation. Consumer's loss as the impact of E-commerce is detail and clear injury damage that may be prosecuted. Since the purpose of e-commerce is avoiding any loss and expecting more profits of both seller and buyer in order to equally move the business stuffs.

## V.Conclusion

Analysis of consumer's loss in online transaction shows the compensation of injury damage consists of costs, damages and interest in which either advantegs or disadvantages could be required by the consumers. The accumulation of injury damage is detailly calculated based on types and amounts. Since the purpose of e-commerce is getting the equal profit for both a seller and a buyer the sellers should follow the Indonesian law and trading rules.

## **References**

### **Legislations**

Indonesian Book of Civil Law, No 8. Year 1981

Indonesian Government Regulation, Act No.11 Year 2008 about Information and E-commerce transaction

Indonesian Government Regulation, Act No.7 Year 2014 about E-commerce trading

Indonesian Government Regulation, PP No.82 Year 2012 about E-Transaction System