

Purchasing through Online Entrustment Services (JasTip) in the Perspective of Consumer Protection Law

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Abstract— Technological developments make it easier to fulfill the needs of each individual's life. One form of technological progress is the emergence of an *online* shopping system through the intermediary of personal shopper Services (JasTip). But behind its convenience there are also several gaps that can harm consumers, one of which is if consumers receive goods in damaged conditions. Guarantees to consumers have been regulated in Law Number 8 of 1999 concerning Consumer Protection. The purpose of this study is to find out the form of legal protection received by consumers if there is damage to JasTip *online* goods and the form of liability and settlement that can be submitted by consumers against JasTip online providers if there is damage to JasTip *online* goods. In addition to business actors and consumers, there are also other parties that can help resolve problems related to damage to JasTip goods. The party that plays a role is BPSK.

Index Terms— Consumer Protection Law, JasTip Online, Consumer Dispute, BPSK.

1. Introduction

With the times, everything related to human life will also develop. One of the ways humans fulfill their needs is by buying and selling. If in the past the buying and selling process was carried out traditionally, it is different from today which is done in a modern way. This modern way of shopping is inseparable from the existence of the *internet* which has an impact in the form of the emergence of shopping sites that are run *online*. Shopping through *online* sites or more commonly known as *Electronic-Commerce* or *E-Commerce*. In short, the definition of *E-Commerce* is a system of buying and selling transactions through electronic devices and using computer networks connected to the *internet* [1]. With the *online* shopping system, people can shop freely without any space and time restrictions. In addition to shopping through *ecommerce*, recently another system has emerged in *online shopping*. The system in question is a shopping system through personal shopper services (hereinafter referred to as JasTip).

In short, the definition of JasTip is an offer of shopping services carried out by someone who acts as an intermediary between merchants and buyers, in which process the JasTip provider will provide his services to buy certain goods according to the order or request of a buyer who is also known as a *Customer*. The way JasTip works starts from the initial

step of taking pictures of goods sold in a particular shopping center and then the photo will be uploaded via a *social media* account (usually found on *Facebook*, *Instagram*, *Tik-tok* and several similar platforms), after the photo is uploaded if someone is interested in buying one of the items in the JasTip provider's upload, then the prospective buyer can contact the JasTip provider and start the transaction by agreeing on the conditions provided by the JasTip provider. In addition to buying goods offered by JasTip, there are also buyers who already know what items they want to buy and look for JasTip providers to be able to buy the desired items [2]. Goods traded in JasTip are usually goods originating from abroad in other words these goods are imported goods which are usually in the form of *branded* goods, concert tickets, food products, cosmetic products in the form of *skin care* and *makeup*, and several other types of goods, this is one of the differences between shopping through *jastip* compared to *e-commerce*. With the existence of JasTip, buyers will benefit more.

One of the regulations governing trade through electronic systems is Law Number 19 of 2016 concerning Electronic Information and Transactions. In addition to these laws, there are also regulations that are almost the same, namely Government Regulation Number 71 of 2019 concerning the Implementation of Electronic Systems and Transactions. The validity of an electronic contract begins with an agreement by both parties to the transaction that has taken place. regarding the various provisions regulated *online* as a form of electronic contract can be based on Government Regulation Number 71 of 2019 concerning the Implementation of Electronic Systems and Transactions in Article 46 paragraph (1) states "Electronic Transactions can be carried out based on Electronic Contracts or other contractual forms as a form of agreement made by the parties" and in article (2) states that electronic contracts are considered valid if:

- There is an agreement between the parties;
- Performed by a capable legal subject or one authorized to represent in accordance with the laws and regulations;
- The object of the transaction must not conflict with the Laws and Regulations, decency and public order.

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Shopping through JasTip intermediaries *online* does look easy to do but behind that convenience there are also many risks that will be obtained. One of the risks that can be obtained is that the condition of the goods does not match the description that has been stated by the JasTip. The form of discrepancy can be in the form of damage to goods that occur during shipping or during the *packing* process and the originality of the product that will be obtained by the buyer. In Indonesia there is no legislation that specifically regulates *online* JasTip. However, it turns out that there is also legislation that has a relationship and can be used as a source of reference. The legislation in question is Law Number 8 of 1999 concerning Consumer Protection (hereinafter referred to as UUPK), the Civil Code (hereinafter referred to as the Civil Code), several laws and government regulations and ministerial regulations. In the process of obtaining liability if the consumer gets damage to the JasTip goods received can file a lawsuit against the JasTip provider. And to resolve problems related to the sale and purchase process arising between consumers and business actors can be resolved through two settlement options, namely through litigation (through court intermediaries) and through non-litigation (not through the court) which in this case will involve the Consumer Dispute Resolution Agency (hereinafter referred to as BPSK).

2. Research Methods

This research uses a type of normative juridical research method, a method that focuses on legal theories and norms that refer to norms or rules in applicable positive law [3]. The approaches used are statutory approaches and conceptual approaches. The statutory approach is carried out by understanding all laws and regulations related to the legal issues being studied. The conceptual approach is carried out by emphasizing the legal aspects of the principles contained in the views or doctrines of legal experts [4]. The legal materials used are primary legal materials, secondary legal materials and non-legal materials. Meanwhile, the processing of legal materials is done deductively.

3. Results and Discussion

A. Forms of Legal Protection Received by Consumers if there is Damage to Goods JasTip Online

Advances in technology, communication, and information in the field of trade make the process of buying and selling transactions carried out not only directly but can also be done indirectly or known as electronic commerce (*e-commerce*). *Buying and selling done online* has many positive impacts that make business people can easily and efficiently sell various products without the need to meet directly with potential buyers. Although there are many positive impacts that are beneficial if shopping through jasTip intermediaries, it turns out that there are also risks that can be obtained by consumers which are detrimental. One of the risks in question is when consumers receive JasTip goods in damaged conditions. The damage referred to in this context is a hidden defect that at first glance is difficult to see with the naked eye. The damage can

be said to be a form of non-conformity that can be categorized as an act of default. With these problems, knowing the form of legal protection is considered important to fight for consumer rights and get solutions to overcome these problems. Legal protection is usually given to legal subjects when dealing with legal events. The state gives the right to legal protection to each of its citizens, which in the context of this discussion is closely related to the field of consumer protection which is directly regulated in the UUPK Law, from the existence of this Law it can be said that every legal relationship is given legal protection. Legal protection is an effort to protect the interests of individuals in their status as human beings who are entitled to enjoy dignity by authorizing them to act in the context of their interests. A protection can be called legal protection if it contains several elements, namely:

1. Government protection for citizens,
2. Ensure legal certainty,
3. Regarding civil rights,
4. The existence of legal sanctions for those who violate

According to Isnaeni, legal protection is divided into two, namely [8] internal legal protection and external legal protection. Internal legal protection is legal protection that emerges based on the agreement of both parties. Both parties must reach an agreement in making an agreement. The basis used in this internal legal protection is to use the agreement as an object of agreement in accordance with what has been written in Article 1320 of the Civil Code. With the nonfulfillment of several elements of the agreement in the activity of purchasing goods through JasTip *online*, it can be said that there is no internal legal protection. While external legal protection is legal protection provided by the government in the form of regulations in the form of laws and certain regulations, one of which is the existence of the UUPK as a form of providing legal protection to consumers as weak parties due to the lack of consumer knowledge about their rights as consumers.

Online JasTip providers who have sold damaged goods are considered to have violated the obligations of business actors contained in Article 7 letter b of the UUPK Law, which states that business actors have an obligation to provide clear and honest information related to the condition and guarantee of the goods sold. The actions of business actors are considered to violate these provisions because business actors do not provide truthful information about the goods they sell, but rather sell goods that are not in accordance with their condition or there is damage to the goods. When transactions are not in line with what has been stipulated by the laws and regulations, the possibility of losses for the consumer becomes higher. In such a situation, moral and legal responsibility demands that business actors take full responsibility for any actions that have harmed consumers. Existing laws and regulations aim to regulate and protect the interests of consumers, as well as ensure that business actors act in accordance with established standards. According to Peter Mahmud Marzuki, liability is a condition in which certain individuals or legal entities are considered to have an obligation to provide a form of reimbursement or compensation as a result of the occurrence of

an event or unlawful act that harms another party [5]. In a legal context, liability often refers to the obligation to financially compensate for losses, restore a disturbed state, or provide compensation for the injured party as a direct result of an act or omission committed by the responsible party. Liability in law is limited according to several formal sources of law, such as legislation and agreements in civil law. The principle of responsibility in legal protection law can generally be categorized as follows [6]:

1. The principle of *fault liability principle*
2. *Presumption of liability*
3. *The presumption of nonliability*
4. *Strict liability*
5. *Limitation of liability*

The existence of damage to goods purchased by consumers through *online* JasTip services carried out by JasTip providers is classified as a *fault liability principle*.

Compensation is a person's right to obtain all his rights as a result of not fulfilling the obligations of another party [7]. Regarding the form of liability due to losses suffered by consumers, it is regulated in Article 19 paragraph (2) of the UUPK consisting of, first, a refund, the refund process referred to in this case is a step taken to give back some money to consumers as an act of compensation for possible losses that may arise during or after the transaction. Second is the return of goods and/or services, the return of goods and/or services in question is the return of goods or services that have been purchased by consumers, then the business actor replaces the goods and/or services with other products in accordance with the agreement in the agreement. Third is health care, health care referred to in this context refers to actions taken by business actors by providing financial support in the form of cost assistance for health care that may be needed by consumers as a result of the use or consumption of goods and services that have been obtained or traded by the business actor. Fourth is the provision of compensation, compensation is an act that includes the provision of a sum of money to consumers or their heirs as a form of compensation in situations where consumers are disabled or even die as a result of side effects arising from the use of certain goods and/or services.

B. Forms of Liability and Settlements that can be Submitted by Consumers against Online JasTip Providers if there is Damage to JasTip Online Goods

JasTip itself is a business that conducts its business by posting pictures of goods to be sold so that consumers can see the items offered by JasTip providers [9]. When consumers are interested in the goods offered through *personal shopper* posts, consumers can order by contacting the JasTip provider. By ordering brnng, it means that it can be said that there has been a legal buying and selling process that has been agreed by both parties. So what should happen is that when the goods are sent by the Jstip provider, the consumer will receive the goods in good condition according to the initial agreement. However, what sometimes happens is that consumers get damaged goods that occur on goods that have been purchased through JasTip. The emergence of problems related to damage to JasTip goods,

often causes consumer disputes for the parties, because business actors have violated the provisions in the legislation. Consumer disputes have a broad scope, which includes all aspects of law, both civil, criminal and administrative law [10].

Consumers who feel they have been harmed by business actors can sue through a court that is within the scope of the general court, this is stated in Article 45 of the UUPK. Consumer disputes are disputes caused by violations of consumer rights by business actors in a sale and purchase transaction of goods or services [11]. In connection with consumer disputes resulting from damage to goods purchased through JasTip services *online*, Article 45 paragraph (2) of the UUPK has divided two forms of settlement, which can be resolved through the court (litigation) or outside the court (non-litigation). Both consumers and business actors are given the freedom to choose the form of settlement used.

First, out-of-court dispute resolution. Out-of-court dispute resolution or known as non-litigation is a form of effort to resolve a dispute by not involving a court institution in the settlement process. Out-of-court settlement of consumer disputes is carried out by bringing together the disputing parties directly or indirectly in a forum or discussion, where the forum will find a way to resolve the dispute. Article 47 of UUPK directly regulates out-of-court dispute settlement. The purpose of organizing out-of-court dispute resolution is to reach an agreement on the form and amount of compensation, as well as related specific actions taken to ensure the non-recurrence of actions that harm consumers in the future [13]. For out-of-court dispute resolution efforts, there are two methods, namely amicable settlement between the parties and settlement through BPSK intermediaries. According to Article 1 paragraph (11) of UUPK, BPSK is an institution that has the responsibility to manage and resolve disputes arising between business actors and consumers. Based on Article 52 of UUPK letter a, in terms of handling and resolving consumer disputes, BPSK will use mediation, conciliation and arbitration.

Mediation is a method used to resolve conflicts or disputes, offering a very flexible and non-coercive approach and involving the presence of a mediator, namely BPSK who acts as a neutral arbiter [14]. Dispute resolution through mediation is carried out by the parties themselves using the help of a mediator as a companion. In this case, the mediator fully submits the process of resolving consumer disputes to the parties, both regarding the amount of compensation or other matters that can ensure that consumer losses do not recur. The mediator has an important role because he has the task of facilitating the negotiation process between the parties involved or providing assistance to them in reaching a mutually beneficial agreement. The result of the mediation process, which is an agreement between the consumer and the business that is experiencing a dispute, is then realized in the form of a written agreement. This agreement is officially signed by all parties involved in the dispute and then submitted to the BPSK panel to obtain official ratification through the panel's decision.

Conciliation, the settlement of consumer disputes through the conciliation process is an effort made independently by the parties involved in the dispute, in which they will receive

assistance from the BPSK panel [15]. In this context, BPSK's role is more passive as a conciliator who assists in the conciliation process between the two parties to the dispute. Thus, the conciliator plays an important role by giving full authority to the parties involved in the dispute settlement, both in determining the form and amount of compensation given.

Arbitration, the arbitration dispute resolution process is an out-of-court dispute resolution involving BPSK as an arbitrator, who has an active role in deciding the dispute. . Decisions relating to such disputes are fully determined by the BPSK Panel, which consists of representatives of consumers, business actors, and a government representative who acts as the chairperson of the panel. Decisions of the BPSK panel in arbitration are issued in the same manner as decisions in civil cases, which include a description of the case and its legal considerations.

Second, dispute resolution through the court. In this case, consumers who have been harmed can file a lawsuit through the court based on the provisions on public courts [16]. Provisions related to dispute resolution through the court have been regulated in Article 48 of the UUPK. The process of resolving consumer disputes in the District Court is carried out with the same procedure, namely by filing an ordinary civil dispute lawsuit on the basis of a claim for compensation due to violations committed by business actors. The lawsuit that has been filed will later be decided by the judge through a decision that is binding for the parties. If there are parties who do not accept the verdict, then they can file legal remedies in accordance with the provisions contained in the civil procedural law.

The most appropriate way to be used as a settlement that can be done by consumers is through an out-of-court settlement through BPSK. This is considered appropriate because the dispute resolution process is carried out quickly against claims for compensation filed by consumers and consumers are not required to pay the costs of the dispute resolution process because all costs incurred are borne by the Regional Revenue and Expenditure Budget (APBD). However, if the out-of-court settlement process cannot resolve the dispute, consumers can resolve it through the court. Both efforts are efforts to protect consumer rights from fraudulent acts committed by business actors in buying and selling transactions through *online* JasTip.

4. Conclusion

The form of legal protection received by consumers if there is damage to goods on JasTip online goods is divided into two types, namely internal and external legal protection. External legal protection in the form of laws and regulations which include Article 1365 of the Civil Code which emphasizes the obligation to provide compensation for acts that have harmed others, Article 4 of the UUPK on consumer rights, Article 7 of the UUPK on the obligations of business actors, Article 8 of the UUPK on business actor prohibitions, Article 19 on the responsibility of business actors and Article 45 of the UUPK on consumer dispute resolution as a concrete form of external legal protection to safeguard consumer interests.

The form of liability that can be filed by consumers against

online JasTip providers if there is damage to online JasTip goods is first, consumers can apply for a refund of the money paid to the online JasTip provider along with the return of damaged goods to the online JasTip provider. Second, consumers can submit a return of goods to the online JasTip provider which is then replaced by the online JasTip provider. Dispute resolution efforts that can be made by consumers if there is damage to JasTip online goods are through out-of-court (non-litigation) and through the court (litigation). In the settlement through out-of-court (non-litigation) channels, both business actors and consumers can choose what method they want to use. With the intermediary of BPSK. There are three methods that can be taken, namely mediation, conciliation, and arbitration. In resolving trade disputes through non-litigation channels, the method that is often chosen is mediation, apart from being easy to implement, the time and costs required tend to be shorter and more affordable when compared to the litigation process. However, if the mediation process or other methods do not reach an agreement, then the aggrieved party may file a claim through the court by referring to the provisions of the general court while still paying attention to the provisions in the UUPK Law, which later this settlement will certainly be carried out with a trial process (litigation).

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