



Protection Of Women Against Online-Based Shopping Fraud

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Abstract

Online shop is a popular shopping choice. attractive to consumers without having to visit the store directly, through internet applications can be easily accessed and ordered at a price offer that is sometimes also much cheaper than shopping directly coming to the store. However, the various conveniences offered in reality also cause various problems related to the protection of consumers in transactions at online shops, which oftentimes consumers also experience fraud, whether the goods have not arrived that have been ordered and paid for or the goods arrived but are not in accordance with what was ordered. There are still many cases of online buying and selling fraud, efforts are needed to reformulate existing regulations that have not been able to accommodate the interests of consumers, so it is also necessary to change the Consumer Protection Act which is more secure in providing legal protection to consumers in online buying and selling transactions as well as regulation of business actors. that adapts to the development of information technology and social changes in society.

Keywords: Protection; Women; Buying and Selling; Online.

I. Introduction

The development of information technology that is growing very quickly provides benefits for various conveniences for the community, but on the other hand, misuse of information technology sophistication often occurs, including online-based fraud. Various phenomena occur where women are often victims of fraud from online shopping transactions, so caution and vigilance are needed in online shopping. Especially during the Covid-19 pandemic which has finally brought people to experience social changes and prefer to shop online. Online shop is an attractive shopping option for consumers without having to visit the shop directly, through internet applications it can be easily accessed and ordered with price offers that are sometimes also much cheaper than shopping directly coming to the shop. However, the various conveniences offered in reality also cause various problems related to the protection of consumers in transactions at online shops, which oftentimes consumers also experience fraud, whether the goods have not arrived that have been ordered and paid for or the goods arrived but are not in accordance with what was ordered. So it is necessary to understand the public in transacting online shops so as not to experience losses or also become victims of fraud. E-Commerce applications are provided in the business world to make it easier between

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producers and consumers whose locations are sometimes far away and even across national borders so that various conveniences are offered.

II. Method

The approach method used in this paper is using a normative juridical approach, this concept views the law as written norms that are made and promulgated by an authorized institution or official and a concept that sees law as a normative system that is autonomous, closed and detached from life. and ignore norms other than legal norms¹. This writing is to provide an overview in providing legal protection to consumers, especially women in transacting through online buying and selling. Based on the legal material of Law Number 8 of 1999 concerning Consumer Protection and Law Number 19 of 2016 concerning Amendments to Law Number 11 of 2008 concerning Information and Electronic Transactions.

III. Main Heading of the Analysis or Results

Legal Protection for Women as Consumers in Online-Based Buying and Selling Transactions

E Commerce is a trading activity carried out through intermediaries provided by web pages on the internet. The advantages when compared to conventional trading are in the ease and flexibility through software applications that are specifically designed for transactions between producers and consumers.² Consumers as regulated in the Consumer Protection Law Number 8 of 1999 are every person who uses goods and/or services available in the community for their own interests, their families or other people and other living creatures and not for trading. Based on this understanding, people as buyers are referred to as consumers. Every consumer has the right to get protection from business actors in buying and selling transactions, including buying and selling transactions through internet media.

Business actors sell and promote goods or services to be traded through websites and social media owned by business actors or also through online buying and selling forums without having to meet or meet face to face.

¹ Ronny, Hanitijo Soemitro, *Metode Penelitian Hukum dan Jurimetri*, Jakarta, Alumni, 1988, p. 13.

² Ali Akbar, *Kamus Praktis Internet Untuk Semua Orang*. Neomedia Press. Semarang. 2006.

The advantages obtained in online buying and selling transactions include: Increasing income by using online channels; reduce paper-related costs; reduce delays by using electronic transfers/payments that are timely and can be checked immediately; speed up service to customers and be more responsive.

In an effort to realize consumer protection, a balance between consumers and business actors is needed, namely their respective rights and obligations. Consumers have rights that must be protected by producers or business actors.³ Various problems that often arise include consumers who have sent payment from buying and selling transactions which are the obligations of consumers but do not receive the goods ordered. So that a strong legal basis is needed in protecting consumers because it is not easy to uncover cases of fraud through online shops considering that sometimes the websites provided are not in Indonesian territory but the consumers are Indonesian or then the website has been deleted by online shop fraud perpetrators.

Ahmad Ramli argues that a new law is needed that uses a different approach to the law made based on territorial boundaries. Cyberspace can be likened to a place that is only limited by screens and passwords. Radically, cyber space has changed the relationship between legally significant online phenomena and physical locations.⁴

There are also several cases of fraud committed by consumers against online shop business actors such as the following case that occurred in West Java with the initials VI (33) and VA (30) two sisters who were arrested by the Directorate of Special Criminal Investigation of the West Java Police. From police records, the two women had deceived around 92 online and offline shop businessmen. The perpetrators targeted online shop sellers in several areas such as Bandung, Medan, Surabaya to Semarang. Unmitigated, as a result of their actions, the losses suffered by all victims reached almost Rp 1 billion.⁵ Both cheated by manipulating electronic document data for proof of payment. Both, send a fictitious proof of transfer to the seller. "The method is to send fictitious transfer evidence for everything ordered," said Erdi. The last fraud was carried out, the VA perpetrator had the mode of buying 32 pieces of Giordani branded clothes for Rp. 5.4

³ Ade Maman Suherman, *Aspek Hukum Dalam Ekonomi Global*, Jakarta, Ghalia Indonesia, 2002, p. 64

⁴ Ahmad Ramli, *Cyber Law dan Haki Dalam Sistem Hukum Indonesia*. PT Refika Aditama. Bandung. 2004. p. 21

⁵ Ibid

million. The VA then sent a fake transfer slip. The next day, another perpetrator ordered 79 pieces of similar branded clothes for Rp. 14.8 million. Just like his brother, he also sent a fictitious proof of transfer. However, after checking with the central financial unit and the company's admin, the money from the three transactions totaling Rp 24.7 million never entered the company account of PT Giordano Indonesia. When contacted, the seller's number was blocked. The seller also reported the incident to the West Java Regional Police.⁶ Various other cases also occurred, such as the case experienced by Andi, who did not expect that his online buying and selling transactions via social media would end in misery. He admitted that he was entangled in online fraud by an online shop account on Instagram. I complained in the comments column and DM (direct message) to the online shop account owner, but there was no response. Another case was experienced by Mita who bought shoes on Facebook. The seller claims that the products he sells are original, with convincing product photos and the price is cheaper than the official store when they are sent and arrived at home, the product is KW.⁷ Another case of victims of the Grab Toko fraud reached 980 people with a total loss of IDR 17 billion. Director of Cyber Crimes, Bareskrim Polri Brigadier General Slamet Uliandi said that the goods offered through Grab Toko were not sent to buyers after the transaction was carried out. Grab Toko owner Yudha Manggala Putra manages the site using hosting from abroad.⁸

Various cases of online buying and selling fraud in Indonesia are so widespread, but not many have been revealed and followed up considering there are many obstacles in uncovering various cases of online buying and selling fraud. Various factors cause including many victims of online buying and selling fraud who do not report the cases they experienced, the absence of evidence due to the absence of reports from victims of online fraud, Websites of fraud perpetrators who are sometimes outside the jurisdiction of Indonesia but victims of online buying and selling fraud victims from Indonesia . It is not easy to track down the IP addresses of online shop fraud perpetrators and so on which raises obstacles in handling and eradicating cases of online shop fraud.

⁶ <https://www.liputan6.com/teknoread/4157301/headline-marak-penipuan-online-shop-di-medsos-hati-hati-modusnya-makin-canggih>

⁷ <https://www.cnnindonesia.com/ekonomi/20210113132505-92-593109/6-fakta-penipuan-grab-toko-yang-rugikan-korban-rp17-m>

⁸ <https://www.cnnindonesia.com/economy/20210113132505-92-593109/6-facts-fraud-grab-toko-yang-losing-korban-rp17-m>

Various arrangements in providing consumer protection already exist including Law Number 8 of 1999 concerning Consumer Protection which states that all efforts to ensure legal certainty to provide protection to consumers. The objectives of consumer protection include increasing consumer awareness, ability and independence to protect themselves; elevating the dignity of consumers by avoiding negative access to the use of goods or services; increasing the empowerment of consumers in choosing, determining and demanding their rights as consumers; create a consumer protection system that contains elements of legal certainty and information disclosure as well as access to information; raise awareness of business actors about the importance of consumers to be honest and responsible; improve the quality of goods or services that guarantee the continuity of goods and services as well as health, comfort and safety of consumers.

Various arrangements regarding the rights and obligations of consumers and business actors have also been regulated in the Consumer Protection Act. The purpose of the e-commerce trading application is, among others, so that people who wish to buy goods and transact via the internet can easily; make the e-commerce portal not only a portal for shopping but also a community that builds an information center; virtual service-oriented management that responds quickly and communicatively; the information obtained is updated and dynamic; as well as payment models by transfer. The online buying and selling market opportunity makes Jawak no longer an obstacle in the business world.

Various electronic agreements are also regulated to protect business actors and consumers. An agreement between a seller and a buyer made through an electronic agreement. The agreement uses digital data so that it can be easily carried out. Related to the agreement, it has also been regulated in Article 1414 of the Civil Code as an act by which one or more people remind themselves of one or more other people. Article 1319 of the Civil Code stipulates two groups of agreements, namely

1. An agreement called *nominaat contracten*, so called because it is an agreement that is named and specifically regulated in the law, such as a sale and purchase agreement, lease and others.

2. An unnamed agreement or *innominaat contracten*, so called because it is an agreement that does not yet have a specific name and has not been specifically regulated in law, such as a lease purchase agreement, cooperation agreement and so on.

One of the named agreements is a sale and purchase agreement as regulated in Article 1457 of the Civil Code which stipulates that: a sale and purchase agreement is an agreement in which one party binds himself to submit an object and the other party to pay the promised price.

Electronic Signatures have the same status as manual signatures and have legal force and legal consequences. In an effort to guarantee the authenticity of the electronic signature, it requires an electronic certificate issued by the Certification Authority to ensure the relationship between the electronic signature and the owner of the signature and provide clear information about the method used to identify the signer.

Law Number 19 of 2016 concerning Amendments to Law Number 11 of 2008 concerning Information and Electronic Transactions has a very large influence on the security of electronic transactions. The most important thing is that this law applies to everyone who commits a legal act both within the territory of Indonesia and outside Indonesia, which has legal consequences in Indonesia. Article 1319 of the Civil Code stipulates two groups of agreements, namely an agreement called *nominaat contracten*, so called because it is an agreement that is specifically named and regulated in the law, such as a sale and purchase agreement, lease and others; An unnamed agreement or *innominaat contracten* is so called because it is an agreement that does not yet have a specific name and has not been specifically regulated in law, such as a lease purchase agreement, cooperation agreement and so on.⁹ The legitimacy of electronic trading through the Kaskus Sale and Purchase Forum is the same as the agreement in general, it must comply with the provisions of Article 1320 of the Civil Code. According to this provision, the conditions for a valid agreement are: Agree with those who bind themselves; The ability to make an engagement; A certain thing; A lawful reason. According to Abdulkadir Muhammad, the conditions referred to in Article 1320 of the Civil Code means: Agree with those who bind themselves. Between the parties entering into the insurance agreement there must be a conformity of will or agreement, which means that the insured

⁹ Salim HS, *Teori dan Teknik Penyusunan Kontrak*, Direktorat Jendral Pendidikan Tinggi, Jakarta, 2003, p. 1

and the insurer agree on the object that is the object of the agreement and on certain conditions that apply to the agreement; The ability to take legal action. Both the insured and the person in charge carry out legal actions recognized by law. A certain thing. A certain thing in the insurance agreement is the object that is insured, which can be in the form of assets and interests attached to the assets, it can also be in the form of human body or soul; A lawful reason. What is meant by a lawful cause is that the contents of the insurance or coverage agreement are not prohibited by law, do not conflict with public order and do not conflict with morality.¹⁰

There are still many cases of online buying and selling fraud, efforts are needed to reformulate existing regulations that have not been able to accommodate the interests of consumers, so it is also necessary to change the Consumer Protection Act which is more secure in providing legal protection to consumers in online buying and selling transactions as well as regulation of business actors. that adapts to the development of information technology and social changes in society. Sanctions for business actors according to article 19 of Law No. 8 of 1999 concerning consumer protection. Civil sanctions for compensation in the form of:

- a. Refund
- b. Reimbursement of money
- c. Health care
- d. Compensation for compensation is given within a grace period of 7 days after the date of the transaction;

In Criminal Law, perpetrators of online buying and selling fraud can be charged with the provisions of Article 378 of the Criminal Code (KUHP) and Article 28 paragraph (1) of Law Number 11 of 2008 concerning Information and Electronic Transactions (UU ITE) as amended by Law Number 19 of 2016 concerning Amendments to Law Number 11 of 2008 concerning Information and Electronic Transactions if fraud is carried out online. Law enforcers can apply layered articles to a criminal act that meets the elements of a criminal act of fraud as regulated in Article 378 of the Criminal Code and fulfills the elements of a criminal act in Article 28 paragraph (1) of the ITE Law. That is, if the elements of a criminal act are fulfilled, law enforcers can use the two articles.

¹⁰ Abdulkadir Muhammad, Pengantar Hukum Pertanggung, (Bandung: PT. Citra Aditya, 1994) p. 49

The need for public caution, especially women who often use online buying and selling applications in choosing an online shop so that they will not become victims of irresponsible online shop fraud.

IV. Conclusion

Online shop is an attractive shopping option for consumers without having to visit the shop directly, through internet applications it can be easily accessed and ordered at prices that are sometimes also much cheaper than shopping directly coming to the store. However, the various conveniences offered in reality also cause various problems related to the protection of consumers in transactions at online shops, which oftentimes consumers also experience fraud, whether the goods have not arrived that have been ordered and paid for or the goods arrived but do not match what was ordered. There are still many cases of online buying and selling fraud, efforts are needed to reformulate existing regulations that have not been able to accommodate the interests of consumers, so it is also necessary to change the Consumer Protection Act which is more secure in providing legal protection to consumers in online buying and selling transactions as well as regulation of business actors. that adapts to the development of information technology and social changes in society.

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