
The Efficiency and Effectiveness of E-commerce Consumer Protection Law Enforcement in Indonesia's Digital Economy

Yanto Sufriadi¹, Alauddin².

¹Universitas Prof Dr Hazaairin SH, Faculty of Law,
Ahmad Yani Road Bengkulu 38115, Indonesia.

²Universitas Prof Dr Hazairin SH, Faculty of Law,
Ahmad Yani Road Bengkulu 38115, Indonesia.

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Abstract

The Government's policy of implementing social restrictions to prevent the spread of COVID-19 has led to an increased reliance on the internet for daily needs, triggering significant growth in the digital economy. However, this rise in internet usage has also resulted in a surge in crimes that harm consumers. The government must enhance the efficiency and effectiveness of consumer protection law enforcement. This paper aims to analyze the relationship between digital economic growth and e-commerce fraud and evaluate the efficiency and effectiveness of consumer protection law enforcement in Indonesia. This normative legal research employs economic and statutory approaches, utilizing primary legal materials such as laws and government regulations, and secondary legal materials including books, research findings, journals, and electronic information. The study concludes that while digital economic growth in Indonesia spiked during the COVID-19 pandemic, it was accompanied by a rise in e-commerce fraud. Consumer protection law enforcement, as regulated by consumer protection laws, is relatively efficient in terms of dispute resolution time since consumer lawsuits can be settled quickly. However, it is less efficient for business actors who bear the costs of attending examinations at consumer dispute resolution agencies and/or court hearings. Dispute resolution between consumers and business actors is highly effective, prioritizing agreements between the parties and resolving nearly all consumer complaints. The study recommends that all disputes between consumers and business actors in electronic trading be resolved electronically (Online Dispute Resolution) to ensure justice for all parties involved.

Keywords: Digital Economy; E-Commerce Customers; Disputes; Legal Protection.

1. Introduction

According to Don Tapscott, the digital economy has twelve attributes:

1. Knowledge: Translating the power of knowledge into superior innovations and competitive advantages. Digitization: Business transactions utilize digital technology and information. Virtualization: Converting physical goods into virtual goods and intellectual capital into digital capital.

2. **Molecularization:** Transforming traditional heavy organizations into flexible, lightweight ones.
3. **Internetworking:** Building interconnections to form an economic network via the Internet.
4. **Disintermediation:** Conducting transactions directly peer-to-peer, eliminating intermediaries.
5. **Convergence:** Combining computing, communications, and content to form interactive multimedia.
6. **Innovation:** Human imagination and creativity drive the innovation economy.
7. **Presumption:** Shifting from mass production to mass customization, blurring the lines between producers and customers.
8. **Immediacy:** Reducing the time between ordering and shipping goods due to the speed of digital technology processing.
9. **Globalization:** Knowledge transcends borders, enabling limitless global transactions.
10. **Discordance:** Creating a gap between those who understand technology and those who do not, necessitating technological literacy for survival.

Several digital business models have emerged in the digital economy in Indonesia:

1. **Open Market:** Digital transactions are open to everyone directly in a peer-to-peer form, with income from received wages (e.g., eBay).
2. **Aggregation:** E-tailer companies aggregating products from various manufacturers and offering them to customers (e.g., Lazada, Zalora).
3. **Portals:** Providing services and searching for content, news, email, chat, etc. (e.g., Yahoo, Google).
4. **Content Providers:** Information providers such as newspapers and magazines (e.g., NYTimes.com, Viva.co.id).
5. **Electronic Brokers:** Intermediaries conducting electronic transactions (e.g., Agoda, E*TRADE).
6. **Service Providers:** Online sellers of non-goods services (e.g., Lawinfo.com, Xdrive.com).
7. **Community Providers:** Platforms for specific groups to meet, earning revenue from advertising and membership fees.

Digital disruption triggers new business models. For example, in transportation services, digital technology interconnects drivers and customers, increasing productivity and reducing costs for companies.

E-commerce, a major component of the digital economy, involves trading goods and services using internet-connected technology. E-commerce activities in Indonesia include:

1. **Classifieds:** Providers of sales information where transactions occur between sellers and buyers (e.g., OLX).
2. **Marketplace:** Platforms facilitating promotion and payment methods for transactions (e.g., Tokopedia, Shopee).
3. **Shopping Mall:** Similar to marketplaces but involving big brands (e.g., Blibli).
4. **Business To Customer (B2C):** Online shops selling directly to consumers (e.g., Lazada).
5. **Consumer to Business (C2B):** Individuals offering services to companies (e.g., freelancer.com).

6. Social Media Shop: Utilizing social media for e-commerce.

The pandemic-driven social restrictions led to a sharp increase in digital economic activity. However, this rise in e-commerce also led to consumer harm due to fraud. In 2020, the Ministry of Information and Communication of Indonesia recorded 167,675 cases of e-commerce fraud, and 115,756 cases in 2021.

The government must promote e-commerce and digital economic growth while ensuring efficient and effective law enforcement to protect consumers. Despite extensive research on consumer protection and law enforcement, no specific studies have examined the relationship between digital economic growth and e-commerce fraud, or the efficiency and effectiveness of consumer protection law enforcement in Indonesia.

This study aims to analyze the relationship between digital economic growth and e-commerce fraud, and the efficiency and effectiveness of consumer protection law enforcement in Indonesia. This research is crucial for developing more efficient and fair consumer dispute resolution laws.

2. Method

This normative legal research uses economic and statutory approaches. Data is obtained by examining primary legal materials (e.g., Consumer Protection Act Number 8 of 1999, Informatics and Electronic Transaction Law Number 11 of 2008 and Number 19 of 2016, Government Regulation Number 80 of 2019) and secondary legal materials (e.g., books, journals, digital information). The analysis employs descriptive qualitative methods.

The economic approach uses efficiency principles to analyze the relationship between digital economic growth and increased e-commerce consumers, and the principle of justice to analyze the effectiveness of dispute resolution.

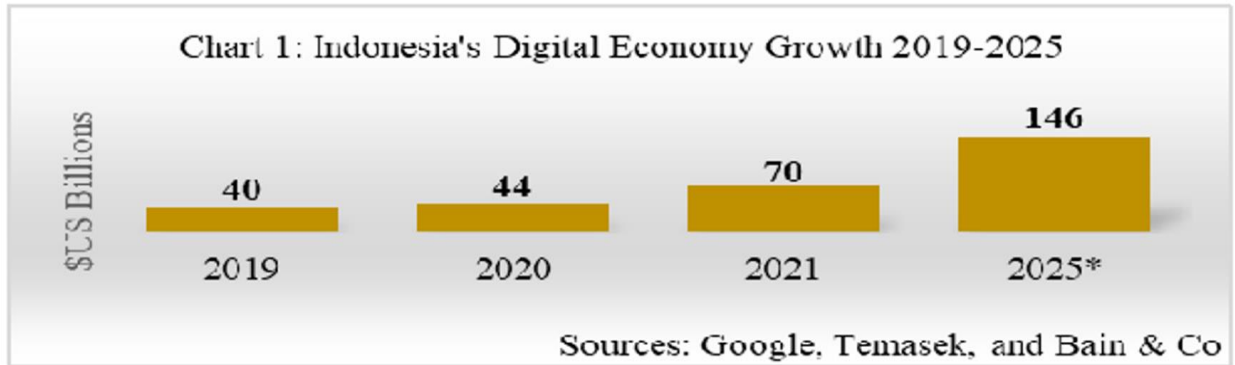
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3. Results

3.1. The Growth of the Digital Economy and E-commerce Fraud

The Covid-19 pandemic has accelerated the global shift toward a digital economy. A study by Google, Temasek, and Bain & Co. indicated that 41.9% of ASEAN's total digital economy transactions came from Indonesia. Indonesia's digital economy was valued at \$44 billion in 2020, growing by 11% from \$40 billion in 2019, and contributed 9.5% to Indonesia's GDP. This figure is projected to reach \$146 billion by 2025.

The growth in Indonesia's digital economy corresponds with increased e-commerce activities, driven by social restrictions forcing people to work and shop from home. The digital economy growth trend is illustrated in Chart 1.



The great opportunity for Indonesia's digital economy is supported by many factors. Indonesia is a country that has the 4th largest total population in the world with a population of productive age reaching more than 191 million or 70.7%, and most of them are Generation Z and Millennial Generation. In terms of digital users, the number of Indonesian mobile phone users currently reaches 345.3 million with internet penetration of 73.7% and internet traffic which has increased by 20% throughout 2020.

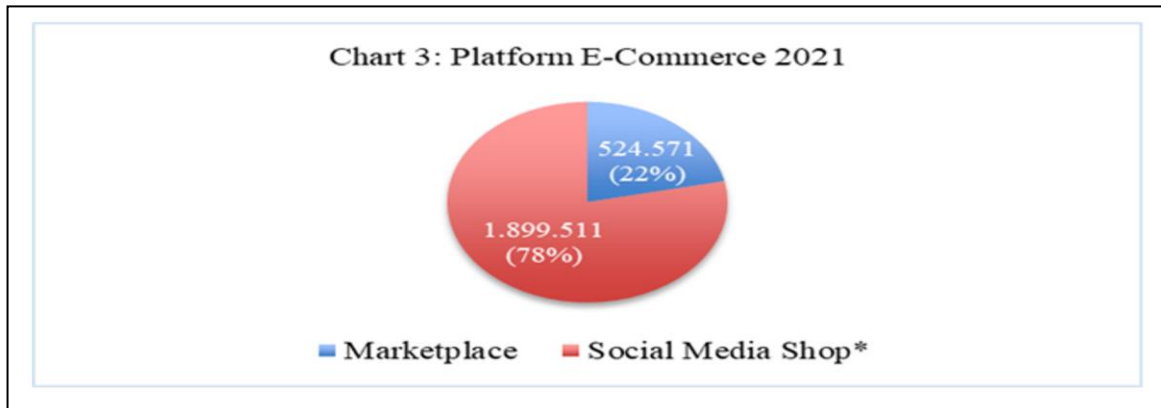
Indonesia's digital economic growth in 2020 is also supported by 2,361,423 e-commerce business people and increased to 2,474,082 in July 2021. The growth of e-commerce businesses is shown in Chart 2.



In the first 6 months of 2021, e-commerce businesses increased from 112.659 to 2.474.082. The growth of e-commerce business players will tend to continue to increase, due to the influence of changes in transaction values that are more efficient. In the trading business through e-commerce, only by using a mobile phone, business actors can carry out promotions and offers, so that marketing costs become cheaper and the market reach is wider and consumers can be. Consumers can also be more practical and economical because only by using a mobile phone,

consumers can buy and have many choices of goods and prices from bidding information, according to the wishes of consumers, even though shipping costs are a burden that must be paid. by consumers.

The e-commerce platforms used by e-commerce businesses are Marketplace 524.571 Business actors and Social Media Shop 1.899.511 Business actors. A comparison of e-commerce platforms used by e-commerce businesses is shown in Chart 3.



On the Marketplace Platform, using e-commerce technology that facilitates the buying and selling process; starting from promotions and offers, sales of goods and services, which are produced and sold by traders who join as members. Payment transactions are made non-cash by the buyer, through the Marketplace Company account. Payment for the price of goods that has been received by the Marketplace Company is then forwarded to the merchant who owns the goods, a few days after the goods are handed over by the courier to the buyer. Goods sold through the Marketplace Company belong to the producers and traders who are affiliated, therefore the goods and services sold are fully the responsibility of the Merchant. Market companies are simply providers of electronic communication tools used for trade transactions. Market Companies; Producer; and Traders who are members of a Market Company are required to have a business license through an electronically integrated business license.

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Social Media Shop is an online shop owned by a merchant that offers the sale of goods and services of its production, through social media, such as Facebook; Instagram; Twitter; and WhatsApp which is not facilitated by buying and selling transactions and payment transactions. Offers, Purchases, and payment methods depend on the information provided by the merchant. They do not have a business license to trade via electronic systems. Consumers who purchase goods and services through Social Media Shops are vulnerable to fraud that harms them.

Meanwhile, based on the Digital 2022 Global Overview Report, the country whose citizens shop online the most, Indonesia is 36%, ranking fifth under Thailand, South Korea, Mexico, and Turkey. This means that 97,344 million of Indonesia's population are e-commerce customers.

The increasing number of people who become e-commerce customers is also followed by the number of online frauds. The National Police recorded many reports of online fraud from 2016-September 2020 of 7.047 cases or an average of 1.409 cases per year. Reports of online fraud are the second highest after cases of distributing provocative content with 1.048 cases. The Ministry of Communication and Informatics recorded the most online fraud, 167.675 cases in 2020 and 115.756 cases in 2021 were online fraud buying and selling transactions. Online fraud for the 2016-2021 period can be shown in Chart 4.



Fraud cases increased sharply in 2020 when the government imposed social restrictions to prevent the spread of Covid-19. The social restriction policy has resulted in people doing work from home or the office using the Internet, including buying goods and services to meet their daily needs. Victims of online fraud are generally internet users who have not been educated in electronic transactions.

An increase in the number of internet users buying goods and services through electronic transactions has increased the growth of the digital economy. Indonesia's digital economy increased by 10% in 2020, and 59,09% in 2021, but in the same period, online buying and selling fraud reported by the society, increased very sharply in 2020, and slightly decreased but remained high in 2021.

Increased growth in the digital economy goes hand in hand with an increase in consumer fraud. Victims of fraud who are harmed must be protected, and perpetrators of fraud must be sanctioned by the Government, through enforcing consumer protection laws to achieve

3.2. Consumer Dispute Resolution in Indonesian Cyber Law

4. Discussion

Consumer protection law for e-commerce customers is regulated in Indonesian cyber law based on Law Number 11 of 2008 concerning Information and electronic transactions. Several provisions in it have been amended by Law Number 19 of 2016.

Indonesian cyber law regulates several provisions relating to the legal protection of e-commerce consumers as follows:

- a. Everyone is prohibited from deliberately and without right spreading false and misleading news that results in consumer losses in electronic transactions;
- b. Everyone who is harmed can file a lawsuit against the party that operates the electronic system or uses information technology that causes losses; the society can file a lawsuit on a representative basis against those who operate electronic systems or use information technology that harms society, by the provisions of the Laws and Regulations.
- c. Civil lawsuits are filed by statutory provisions. In addition to settling civil lawsuits, the parties can resolve disputes through arbitration, or other alternative dispute resolution institutions by the provisions of the Laws and Regulations;

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Increased growth in the digital economy goes hand in hand with an increase in consumer fraud. Victims of fraud who are harmed must be protected, and perpetrators of fraud must be sanctioned by the Government, through enforcing consumer protection laws to achieve justice.

4.1 Dispute resolution for e-commerce customers

Indonesian cyber law does not regulate the details of false news that is misleading and detrimental to consumers and does not regulate how to file a civil lawsuit or how to resolve disputes through arbitration, or alternative dispute resolution institutions.

Details of false news that are misleading and detrimental to consumers and methods of dispute resolution for consumer protection are regulated in Law Number 8 of 1999 concerning Consumer Protection as follows.

Article 8-18 of the Consumer Protection Law Number 8 of 1999 stipulates that business actors who produce or trade goods provide false information that is misleading and harms consumers if:

- a. Produce or trade goods that do not meet the specified standards; not in accordance with the content, weight, number of counts or doses that have been stated on the label; does not comply with the terms, guarantees, features or benefits stated on the label; not in accordance with the quality, grade, composition, processing, style, mode, or certain uses, as stated on the label; does not comply with the promise stated on the label, advertisement or sales promotion of goods or services; does not include the expiration date or period for the best use/utilization of certain goods; does not follow the provisions of halal production, as stated in the "halal" statement on the label; not affixing labels or making descriptions of goods containing the name of the goods, size, net or weight/content, composition, instructions for use, date of manufacture, side effects, name and address of the business actor, as well as other information for use, which according to the provisions must be attached; does not include information or instructions for using the goods in the Indonesian language, in accordance with the provisions of the applicable laws and regulations; trading damaged, defective or used goods, and tainted without providing complete and correct information on the goods concerned; trade damaged, defective or used and contaminated pharmaceutical and food preparations, with or without providing complete and correct information, without withdrawing them from circulation, causing harm to consumers;
- b. Business actors who offer, promote, or advertise goods or services incorrectly, or mislead consumers;
- c. Business actors produce advertisements that are not true and mislead consumers;
- d. Business actors make or include standard clauses in every document or agreement that transfers the responsibility of business actors; states that business actors have the right to refuse to return goods purchased by consumers: includes the right of business actors to refuse to return money that has been paid for goods or services purchased by consumers; contains a power of attorney from consumers to business actors, either directly or indirectly, to take all unilateral actions related to goods purchased by consumers in installments; regulates the matter of proving the loss of the use of goods or the use of services purchased by consumers; grant rights to business actors to reduce the benefits of services or reduce the assets of consumers who are the object of buying and selling services; states that consumers are subject to regulations in the form of new changes, additions, continuations which are carried out unilaterally by business actors as long as consumers use the services they buy; states that the consumer authorizes the business actor to charge a mortgage, pledge, or mortgage for goods purchased by the consumer in installments; including standard clauses whose location or shape is difficult to see or cannot be read clearly, or whose expressions are difficult to understand. Such standard clauses are null and void.

Based on the provisions of Article 46-60 of the Consumer Protection Law Number 8 of 1999 it is stipulated that the settlement of disputes between consumers and business actors can be reached through court or out of court based on the voluntary choice of the parties to the dispute. Settlement of disputes outside the court does not eliminate criminal responsibility as stipulated in the law. Lawsuits through courts can only be pursued if efforts to resolve outside the court are declared unsuccessful by one of the parties or by the parties to the dispute.

Lawsuits against violations by business actors can be filed by: consumers who have suffered losses or the heirs concerned; a group of consumers who have the same interests; a non-governmental consumer protection institution that meets the requirements (in the form of a legal entity or foundation, which clearly states in the articles of association that the purpose of establishing an organization is for the benefit of consumer protection and has carried out activities by its articles of association; government or related agencies if the goods or services provided are consumed or exploited, resulting in large material losses or many victims. Claims filed by consumer groups, non-governmental consumer protection organizations or the government are submitted to the court. Settlement of consumer disputes through the courts refers to the provisions regarding general courts that apply.

Out-of-court consumer dispute resolution is held to reach an agreement regarding the form and amount of compensation or regarding certain actions to ensure that the losses suffered by consumers will not be repeated. The government establishes a Consumer dispute resolution agency in each region (regency/city) to resolve consumer disputes outside of court; its members consist of elements from the government, consumers, and business actors; appointed and dismissed by the Minister of Trade.

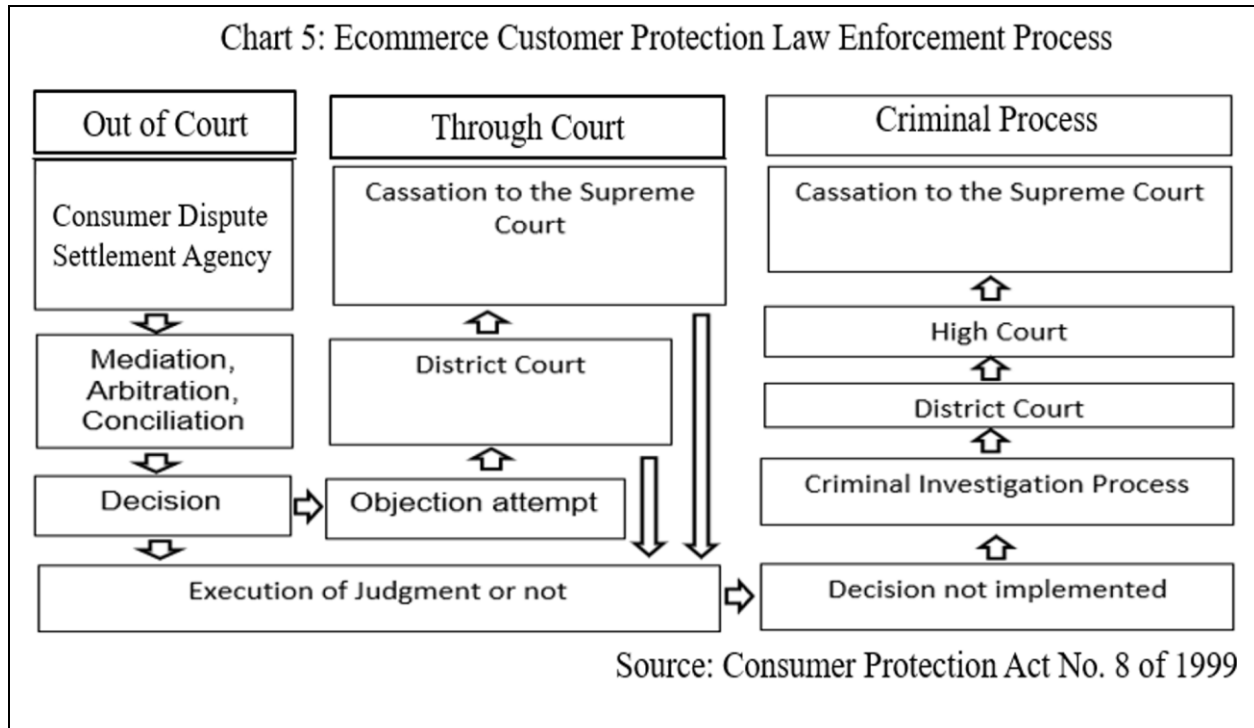
The consumer dispute resolution agency has the duty and authority to handle and resolve consumer disputes through mediation or arbitration or conciliation; provide consumer protection consulting; supervising the inclusion of standard clauses; report to the general investigator if there is a criminal violation of the provisions of this Law; receive written or unwritten complaints from consumers regarding violations of consumer protection; conduct research and examination of consumer protection disputes; summon business actors who are suspected of committing violations of consumer protection; summon and present witnesses, expert witnesses or anyone who is deemed aware of the occurrence of a violation of the law; request the assistance of investigators to bring business actors, witnesses, expert witnesses, or anyone who is not willing to comply with the subpoena of the consumer dispute resolution agency; obtain, examine or evaluate letters, documents or other evidence for the purposes of investigation or examination; decide and determine whether or not there is a loss on the part of the consumer; notify the decision to business actors who violate consumer protection; impose administrative sanctions on business actors who violate the provisions of this law.

To handle and resolve disputes a consumer dispute resolution Agency forms an assembly; The number of members of the assembly must be odd and at least 3 (three) people represent all elements of the membership and are assisted by a clerk. the Consumer Dispute Settlement Agency has the authority to impose administrative sanctions on business actors who violate it, with a maximum compensation of IDR 200,000,000 (two hundred million).

The Consumer Dispute Settlement Agency is required to issue a decision no later than 21 (twenty one) working days after the claim is received; Within a period of no later than 7 (seven) working days after receiving the decision of the Consumer Dispute Settlement Agency, the business actor is obliged to implement the decision; The parties may file an objection to the District Court no later than 14 (fourteen) working days after receiving the notification of the decision; Business actors who do not file objections within the period referred to are deemed to have accepted the decision of the consumer dispute settlement agency; if the provisions of the decision of the dispute settlement agency are not implemented and do not file an objection to the District Court, the consumer dispute settlement agency submits the decision to the investigator to conduct an investigation in accordance with the provisions of the regulations; The decision of the Consumer Dispute Settlement Agency is sufficient preliminary evidence for investigators to carry out an investigation.

The District Court is obligated to issue a decision on the objection filed within a period of no later than 21 (twenty-one) days from the receipt of the objection; Against the decision of the District Court, the parties within a period of no later than 14 (fourteen) days may file a cassation to the Supreme Court of the Republic of Indonesia; and the Supreme Court of the Republic of Indonesia is obliged to issue a decision no later than 30 (thirty) days after receiving the request for cassation.

The process of resolving consumer disputes through a consumer dispute resolution institution only takes 21 working days and 7 days for executing the decision. If the parties to the dispute object to the decision of the Consumer Dispute Settlement Agency, then within 14 days of receiving the decision letter, they must submit an objection to the district court, which will decide the dispute within 21 working days. If the parties to the dispute still object to the district court's decision, then within 14 working days after the district court's decision is received, the parties to the dispute may submit an appeal to the Supreme Court, which will decide on the dispute. in 30 days. The process of resolving consumer disputes only takes a maximum of 100 working days, not including time for criminal justice processes. The criminal justice process is carried out if the business actor does not carry out the dispute settlement decision that has been determined by the consumer dispute resolution agency or the court's decision on objections to the consumer dispute settlement agency's decision, which the parties submit to the court. The consumer dispute resolution process is shown in Chart 5.



The process of resolving consumer disputes through the Consumer Dispute Settlement Agency in consumer protection law number 8 of 1999 looks very efficient because it must be completed in a short time. But it is not efficient for business actors, because they have to incur significant costs to attend examination hearings, both by the Dispute Settlement Body and by the Court at the Consumer's domicile. It is also possible for consumer dispute resolution to be carried out effectively, because if the dispute settlement decision, both the Consumer Dispute Settlement Agency's decision and the Court's decision is not carried out by the business actor, then the business actor is found guilty, based on a Consumer Dispute Settlement Agency decision or by the Court for filing an objection filed, then the investigation will be continued to proceed to the criminal justice process. This consumer protection law enforcement provision can encourage business actors who are proven guilty of harming consumers, to implement the decisions of the Consumer Dispute Settlement Agency and court decisions, to avoid criminal sanctions.

In addition to resolving disputes through the Consumer Dispute Settlement Agency, the Consumer Protection Law Number 8 of 1999 also provides an option for consumers who have been harmed to file a lawsuit through the District Court, by the procedures in force in the general justice system, which requires that the consumer has failed to settle disputes out of court. Efforts to resolve with the general justice mechanism require a long time, so it is not efficient.

4.2. Trade Through Electronic Systems

Apart from the settlement mechanism stipulated in the consumer protection law Number 8 of 1999, several Marketplace operating companies, such as Tokopedia; Shopee; Bukalapak; and Lazada, also facilitate the settlement of disputes between buyers and merchants who sell goods

through their Marketplace. The Marketplace protects consumers by accommodating and temporarily storing funds for payment of goods prices paid by buyers. Funds for payment of the price will be handed over to the trader a few days after the goods are handed over by the delivery person to the buyer. Consumers can submit complaints to the Marketplace through the application they provide if the goods they have purchased have not been received at the specified time or if the goods received are damaged or do not match the offer information.

Tokopedia will keep the price payment funds from the buyer as long as the dispute between the consumer and the merchant has not been resolved by the merchant; Shopee connects buyers directly with merchants to resolve disputes and if they fail to reach an agreement, they can seek the assistance of the Shopee Mediation Team; Bukalapak provides a way to return goods that consumers complain about; and Lazada provides an opportunity for consumers to return goods and if the merchant refuses to return goods, it will be facilitated by the Lazada internal team.

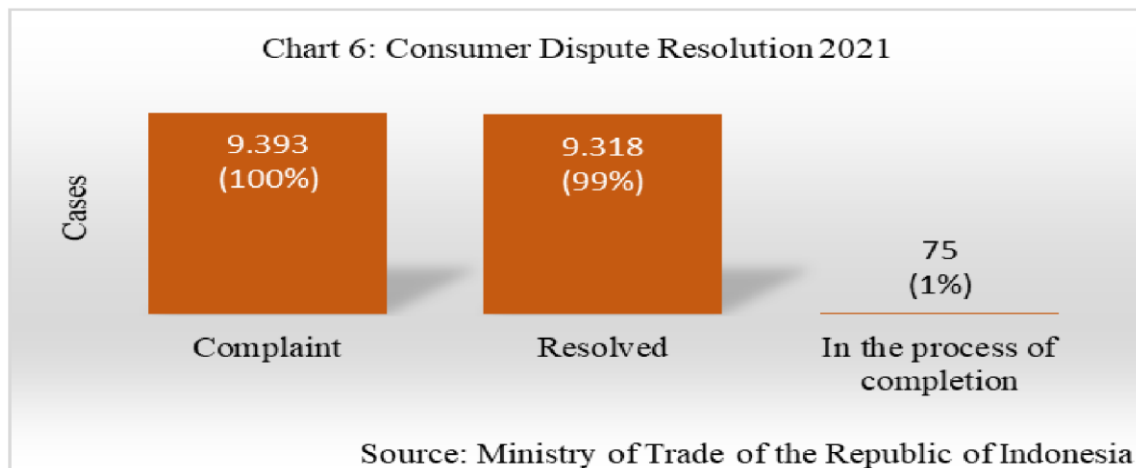
In Government Regulation Number 80 of 2019 concerning Trade Through Electronic Systems, it is determined that international trade is carried out through electronic systems, and the authorities have the right to choose the applicable law and form of dispute resolution forums. If the parties do not determine the choice of law and the choice of forum, the applicable law and the dispute resolution forum will be determined based on the principles of Private International Law. If the parties choose a dispute resolution forum in Indonesia, the institution authorized to resolve trade disputes through the electronic system is the Central Jakarta District Court, an arbitration institution, or another alternative dispute resolution. However, if there is a dispute between the domestic business actor and the consumer, the consumer can sue the business actor through the Consumer Dispute Settlement Agency or submit a complaint to the judicial institution at the consumer's domicile. The settlement of trade disputes through the electronic system "can" be done electronically (online dispute resolution).

Electronic dispute resolution (Online dispute resolution) in Trade through this electronic system, is a way of settlement that is increasingly efficient and by the principles of efficiency that underlie digital economic growth throughout the world. In the digital economy, efficiency is not only in carrying out trade through the electronic system but also efficiency in resolving disputes.

In the Consumer Protection Law Number 8 of 1999, and Government Regulation Number 80 of 2019 concerning Trading Through Electronic Systems, it is determined that the Minister of Trade is responsible for conducting guidance and supervision of the implementation of consumer protection which guarantees consumer rights and obligations of business actors, as well as carrying out coordination in implementing consumer protection.

In 2020, the Directorate General of Consumer Protection and Order of Commerce, Ministry of Trade of the Republic of Indonesia, noted that there were 396 of 931 complaints related to online shopping. These customer reports are in the form of canceling flight ticket purchases, goods not by advertisements, consumers not receiving products, and damage to fraud. 2021, Consumer complaints in the e-commerce sector amounted to 4.855 or 95 percent of the total number of incoming consumer complaints, namely 5.103 during the January-June 2021 period. Of the 4.855 consumer complaints in the electronic-commerce sector, a total of 4.852 complaints have been

successfully resolved. At the end of 2021, there were 9.393 consumer complaints, including 8.949 of which were complaints related to e-commerce. 9.318 complaints were successfully resolved, and 75 complaints are still in process. Settlement of consumer complaints in 2021, as shown in Chart 6.



Settlement of consumer complaints during 2021 looks very efficient because at the beginning of 2022, only 1% of complaints remain unresolved, and very effective because 99 percent of complaints have been resolved. However, consumer complaints are not disputes, but pre-disputes. If consumer complaints are properly responded to and resolved by business actors, then the pre-dispute will not become a dispute. Conversely, if consumer complaints are not responded to and resolved by business actors, then consumer complaints can escalate into disputes, through the Consumer Dispute Settlement Agency or the Court. The Directorate General of Consumer Protection and Trade Order at the Ministry of Trade, which is responsible for consumer protection and trade orders, can play a role in confirming consumer complaints and asking for clarification from business actors to resolve complaints. to prevent disputes, as well as to supervise and guide business actors. Dispute prevention will be more efficient than serving Dispute,

Conclusion

Digital economic growth in Indonesia increased sharply during the COVID-19 pandemic and is projected to continue to increase in the future. The growth of the digital economy in Indonesia has also been followed by an increase in fraudulent crimes against e-commerce customers through the spread of misleading fake news.

Indonesia's consumer protection law has properly regulated legal protection against consumer losses resulting from the actions of business actors. Settlement of disputes between consumers and business actors can be done through the Court or outside the court through the Consumer Dispute Settlement Agency. Dispute resolution prioritizes agreements between consumers and business actors. The process of resolving disputes through the Consumer Dispute Settlement Agency appears to be more efficient because it can be resolved in a short time, but it is unfair for

business actors because they have to bear the costs, to attend court in person. Especially for the settlement of trade disputes through an electronic system, "can" be resolved electronically (Online dispute resolution).

The electronic settlement method can provide justice for business actors because there is no need to incur costs to attend an in-person examination hearing. Consumer dispute resolution is also effective because the dispute resolution decision prioritizes the agreement of the parties to the dispute.

In the future, the settlement of trade disputes through the electronic system does not "can" but "must" be carried out electronically (online resolution). This is important because even though the Consumer Protection Act No. 8 of 1999 stipulates that the settlement of disputes through the Consumer Dispute Settlement Agency only takes a short time, the method of the settlement requires Business Actors to be present at an examination session by the Consumer Dispute Settlement Agency, located in the Regency or City where the consumer lives. Settlement of consumer disputes through the Court also requires the presence of business actors in court.

Therefore, it is suggested that Trade Dispute Resolution through an electronic system should "must" and not "can" be done electronically (Online Dispute Resolution). Government Regulation no. 80 of 2019 concerning Trade Through Electronic Systems, needs to be amended to emphasize the "obligation" of resolving disputes in trade through electronic systems, carried out electronically (Online Dispute Resolution), to support digital economic growth

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