

## RESPONSIBILITY FOR PRODUCT DEFECTS IN MARKETPLACE SHOPEE: STUDY OF ELECTRONIC TRANSACTIONS

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ARTICLE INFO	ABSTRACT
<p><b>Accepted</b> : 27-08-2023  <b>Revised</b> : 12-09-2023  <b>Approved</b> : 25-09-2023</p> <hr/> <p><b>Keywords:</b> buying and selling; online; hidden defects; responsibility.</p>	<p>Advances in internet technology have given development to buying and selling online. This causes the consumer's position to become weaker in front of the seller because the product to be purchased cannot be checked directly, so if defects are hidden, this can harm consumers. Due to the large number of cases of product defects that occur, this paper will discuss liability for product defects both from the perspective of the electronic transaction information law and according to marketplace policies. According to the ITE Law liability can be in the form of imprisonment and according to the marketplace policy, it will get accumulated penalty points. This study uses normative research methods whereas the data collection technique uses library research. The purpose of this research is so that people who are victims of product defects know what steps to take in seeking accountability according to applicable laws and policies.</p>



### Introduction

Developments in the field of information and communication technology are very rapid. One of the results of the rapid development in the field of technology and communication is the existence of the Internet (Kristiyono, 2015). The Internet is a computer network formed in the 1970s and called Arpanet, which is a computer formed by the United States Department of Defense, then This network was updated and developed into the Internet as it is today (Nugroho, 2010).

Advances in computer technology and the internet have provided many developments in online buying and selling so that consumers can shop from home without having to leave the home, or commonly called electronic transactions (Yulianti, 2021). Article 1 point 2 of the ITE Law states that electronic transactions are legal acts carried out using computers, computer networks, and/or other electronic media (Tampubolon, 2019). This provision also explains the scope of E-Commerce which is also a legal act, which is carried out using computer media, computer networks, or other electronic media. Regarding this, Atip Latifulhayat, as quoted by Abdul Halim Barkatullah (Barkatullah, Ibrar, & Hussain, 2009) stated that:

"As a trade based on advanced technology, e-commerce has reformed conventional trade. Interactions between consumers and business actors that were previously carried out directly became indirect interactions"

Trading through cyberspace is mentioned as a trading model where the parties who make trades do not meet each other directly, but simply through cyberspace (Sukarmi & Permono, 2019). Its reach is not only local but also global so that in electronic transactions if there are problems, it can use the instruments of the electronic information and transaction law and Government Regulation Number 82 of 2012 concerning the Implementation of Electronic Systems and Transactions (Effendi & Wahidy, 2019).

The choice of products (goods and services) offered by sellers is quite diverse at relatively cheap prices that pose positive challenges related to the ease of consumers to choose the desired product without having to come to the seller's place, but enough with internet facilities, and the negative challenge is to cause a weaker consumer position before the seller, because the products that consumers will buy cannot be checked first in the past, directly, so that if hidden defects this can harm consumers (Morishima, 1993).

Product defects that occur can be in the form of shipping goods that do not match the color, or size or are by the goods, it's just that it has defects in invisible objects and can only be seen with accuracy when the product has been received by consumers who do look as if they have met the standards but in the end can harm consumers in their use that does not meet the original purpose of the product, and result in reduced benefits on goods, which can cause losses to consumers (Wijaya & Dananjaya, 2018).

If there is a hidden defect in the goods sent or not by the agreement, the act can be threatened with a crime in Article 45A paragraph (1) Jo. Article 28 paragraph (1) of Law Number 11 of 2008 concerning Information and Electronic Transactions. The expectation of applying the principle of full responsibility for potentially defective products in online commerce is to encourage sellers to sell their products honestly. This aims to anticipate losses that may be incurred by consumers (Susiawati, 2017). Therefore, a systematic discussion of this article first covers buying and selling online to understand the specifics and discuss the responsibilities of e-commerce relevant to the problem of potentially defective products to help readers understand the importance of absolute things (Miranda, 2016). Responsibility when similar events occur because consumers have the right to be protected when buying and selling, also because it turns out that many victims of product errors when buying and selling online without realizing it.

## **Research Methods**

Research Methods used by researchers are normative research methods. The data used is secondary data. This type of research explains a problem that is analyzed using the perspective of the ITE Law. The data collection technique carried out in this study was interviews.

## **Results and Discussion**

In the Internet world, many transactions take place on the legal aspects of business. One of the activities that is always carried out is trading activities (Ramli, Ramli, Permata, Ramadayanti, & Fauzi, 2020). Because of these trading activities, there is a system of buying and selling transactions carried out in the Internet world known as e-commerce.

An agreement occurs when there is an offer from the seller and then there is an acceptance from the prospective buyer. This offer and acceptance is the beginning of the agreement between the parties concerned

The development of trade carried out online, of course, will result in legal consequences, one of which is related to violations of the principle of good faith committed by the parties who agree (Wijaya & Dananjaya, 2018). The consequences of bad faith in online buying and selling agreements, which can result in the prosecution of parties with bad faith are not only civil but can also be under the realm of criminal law, associated with fraud cases (Hariyana, 2021).

Business actors or sellers can freely produce goods and sell their products to the market without paying attention to the quality and quality of goods. Business actors who only care about the quantity of goods without paying attention to the quality of the goods they produce cause the goods produced are sometimes not by standards, even many goods are damaged or defective post-production.

The emergence of various cases due to the use of products causes consumers to spend money to overcome the consequences of using hidden defective products. This shows that the economic and social costs of using goods products are very high. This condition has implications for placing consumers in a weak position. This weak consumer position results in consumers tending to be exploited by business actors, such as the existence of hidden defective products, the practice of making standard clauses, mass production, and the number of substandard goods products.

Defective products that occur when looking at the UUPK definitively no article contains specifically about hidden defective products (Ariyanto, Purwadi, & Latifah, 2021). Although implicitly it can be interpreted from Article 19 paragraph (1) that business actors are responsible for providing compensation for damage, pollution, and/or consumer losses due to consuming goods and/or services produced or traded. In Article 19 paragraph (1) of this Law, the word "damage" has the possibility of legal interpretation that is argumentum analogy, which can be equated to having the meaning of hidden defects as part of a defective product.

A product is said to be defective or otherwise unable to fulfill its intended manufacture, due to product defects (manufacturing defects), design defects (defects in shape), and warning defects (industrial defects). If there is a hidden defect in an online buying and selling process, it is necessary to have absolute responsibility for the seller. Dharu Triasih, B. Rini Heryanti, and Endah Pujiastuti added that although legal protection for consumers in online sale and purchase agreements is regulated in Law Number 8 of 1999 concerning Consumer Protection (UUPK), Law Number 11 of 2008 concerning Electronic Information and Transactions, and the Civil Code (KUH Percivil) as the parent of the agreement law.

Discussing responsibility, if based on the explanation of Article 3 of the Law, business actors are companies, corporations, SOEs, cooperatives, importers, traders, distributors, and others that carry out business activities in various economic fields. This means that business actors are not only sellers but also organizers of online buying and

selling sites. And in its accountability, it must look at the principle of accountability in general, namely:

1. Liability for wrongdoing, is a form of responsibility adopted in Criminal and Civil Law
2. liability presumes that a person is held responsible until he or she can prove his innocence
3. Presumption of nonliability is the opposite of the presumption principle of always being responsible, where not always the business actor is responsible
4. Strict liability states that business actors must be responsible for consumer losses without having to prove whether there is fault on their part.

In this study, the author chose the shop marketplace as the subject raised. Launched in 2015, Shopee is a platform that provides customers with an easy, secure, and fast online shopping experience through strong payment and logistics support. In the course of the online buying and selling process at Shopee several cases arise, as the subject of discussion in this writing is the case of defective products sent by the seller, in that case, it is clear that the fault lies with the seller for not sending goods that match the goods ordered by the buyer. Shopee will take action as the organizer of the buying and selling site and Shopee has policies that have been listed on the official Shopee website page regarding store performance, violations, and product abuse by sellers in the form of penalty points. Accumulation of penalty points may result in the seller getting:

1. Promotion entry restrictions
2. Deposition of the product
3. Product upload restrictions
4. Account restrictions

One example of a case of hidden product defects at Shopee is that there is one consumer who bought a "BAGGEBO TV table, white metal, 90x35x40 cm. After being checked by consumers When the item comes, there is a part of the table that is tilted and cannot be straightened because the table material is steel. The buyer and seller have discussed and there is no middle ground, so the consumer/buyer reports the incident to the shop. And the response from the shopee after passing the process is to direct the return of goods and set penalty points on the seller.

The occurrence of cases of hidden product defects throughout 2021, the Ministry of Communication and Information received 115,756 reports of online transaction fraud complaints, seeing that this large number requires dispute resolution as a form of accountability. The way to resolve it can be through litigation and non-litigation channels. Dispute resolution through the litigation process is carried out by the court with a binding decision. The process through litigation/court is only possible if the parties have not chosen consumer dispute resolution efforts outside the court and consumer dispute resolution efforts outside the court, are declared unsuccessful by either party or by the parties to the dispute.

In addition to litigation, it can also be done through non-litigation methods, including:

1. Negotiations, which can be carried out by the parties to the dispute, either directly or through representatives of each party;
2. Mediation, is one way to resolve disputes outside the court, with a third-party intermediary/mediator who functions as a facilitator, without interfering with the decisions taken by both parties;
3. Conciliation, also a way of resolving disputes outside the court, but similar to the actual court, where there are parties who are considered quasi-judges
4. Arbitration, is a way of resolving disputes in a non-litigation manner, with the help of arbitrators appointed by the parties according to their fields.

### **Conclusion**

The rapid development in the field of information and communication technology is rapid towards online buying and selling. The impact is that there are positive challenges related to the ease of consumers to choose the desired product without having to come to the seller's place, but simply with internet facilities, while the negative challenge is to cause a weaker consumer position in front of the seller to allow hidden product defects in the buying and selling process. In the case of hidden defective products, responsibility is needed, in this case, it has a different meaning from responsibility in general. The seller's responsibility for hidden defective products lies with the element that the product may harm or harm consumers or liability caused by damage or inability to function the product itself. Shopee as a platform provider will take policy actions related to store performance, violations, and product abuse by sellers in the form of penalty points.

Another form of responsibility, namely resolving consumer disputes in disputes over hidden product defects in the shop marketplace, has two ways. The first way is through non-litigation, namely by agreement, negotiation, mediation, arbitration, and conciliation. The second way is litigation where dispute resolution is directly through the court, but it is only possible if the parties have not chosen consumer dispute resolution efforts outside the court and consumer dispute resolution efforts outside the court, are declared unsuccessful by either party or by the disputing parties.

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