

**LEGAL PROTECTION FOR CONSUMERS IN ONLINE BUYING
AND BUYING TRANSACTIONS OF GOODS THAT ARE NOT
IN ACCORDANCE WITH THOSE OFFERED THROUGH THE
LAZADA APPLICATION REVIEWED FROM AN ISLAMIC
LEGAL PERSPECTIVE**

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ABSTRACT

Consumer protection refers to the various measures put in place to ensure that consumers are provided with legal certainty and safeguarded from potential harm. In the context of Indonesia, consumer protection specifically pertains to online buying and selling transactions conducted through the Lazada application. These transactions involve goods that do not align with what is advertised on the platform, and are governed by the provisions outlined in Article 9 of Law Number 19 of 2016 concerning Information and Electronic Transactions. The objective of this study is to examine how consumer protection measures can be applied within the framework of Islamic law to address the issue of inappropriate goods being sold on the Lazada application. Additionally, the research aims to identify the factors contributing to consumer protection concerns in this context, as well as explore the various efforts undertaken to protect consumers when making purchases through the Lazada application. To achieve these goals, a qualitative research approach will be adopted, employing a descriptive analytical methodology and utilizing primary legal, secondary legal, and tertiary legal data sources. The findings of this study suggest that the level of consumer protection offered in online transactions for buying and selling goods through the Lazada application does not align with Islamic legal principles. Specifically, it fails to adequately consider the seller's credibility, the quality of the goods being sold, and the overall permissibility of the transaction according to Islamic law, unless there is a specific prohibition. This lack of attention to these factors can potentially expose consumers to misleading information and harm. Additionally, there are several factors and challenges that hinder the protection of consumers when using the Lazada application for shopping. These include difficulties in comparing products, navigating the shopping process, and locating specific items. Ultimately, customer complaints play a significant role in expressing dissatisfaction with the goods or services provided by the company and may cause customers to perceive online shopping on the Lazada application as ineffective.

Keywords: *Consumer Protection, Inappropriate Goods, Lazada Application, Islamic Law.*

1. INTRODUCTION

Legal protection refers to the collective and deliberate actions taken by individuals, governmental bodies, and private institutions to safeguard, regulate, and uphold the well-being and rights of individuals, in alignment with the established human rights as stipulated in Law Number 39 of 1999, which specifically addresses Human Rights.¹

Consumer protection is a crucial aspect of the legal system and its boundaries are defined by the law. Individuals who purchase products and avail services have the fundamental right to feel secure and assured in their choices. It is imperative that the products and services offered do not pose any harm or detriment to the consumer, be it physically or emotionally. The definition of consumer protection is explicitly outlined in Article 1 paragraph (2) of Law Number 8 of 1999 concerning Consumer Protection, which states that a consumer is any individual who utilizes goods and/or services within society, for personal use, the well-being of their family, or for the benefit of others, and not for the purpose of trade. In Indonesia, consumer protection is currently garnering significant attention as it involves the implementation of regulations that aim to foster prosperity. By striking a balance between business entities and consumers, a society that thrives and prospers can be cultivated.²

The UUPK, as stated in Article 1 Paragraph (1), aims to ensure legal certainty and protection for consumers through various efforts. It seeks to establish a comprehensive consumer protection system that encompasses elements such as transparency, access to information, and awareness among business actors. While the UUPK does not specifically address online transactions, it acknowledges the importance of upholding consumer rights and preventing fraud. By promoting awareness among businesses about consumer protection, it encourages a culture of honesty and responsibility in the business sector. Furthermore, the UUPK specifically regulates online buying and selling activities, recognizing the need to protect both consumers and online business people. In addition to the UUPK, Islamic Sharia law also plays a role in regulating buying and selling activities, imposing strict guidelines based on religious texts such as the Al-Qur'an, Hadith, Ijma', and Qiyas. These guidelines cover various aspects, including the conditions for sellers, buyers, and the goods being sold, as well as the prohibition of sales and purchase contracts that may cause harm to either party.

Lazada, an e-commerce giant in Indonesia, stands out as one of the most prominent platforms in the country. It is a shopping hub under the proficient management of Alibaba Group, with PT. Lazada Indonesia overseeing its operations locally. As the e-commerce industry in Indonesia experiences a remarkable surge, Lazada has demonstrated a keen interest in invigorating this sector. It prides itself in being the pioneer of mobile marketplace applications, providing a seamless experience for both buyers and sellers. Nevertheless, amidst its success, there remains a segment of customers who express their disappointment with Lazada, primarily due to the recurrent occurrence of various issues.³

In Lhokseumawe City, there have been multiple instances where individuals have experienced a frustrating issue with online shopping. Many customers have lodged complaints about receiving items that did not match their original order. This means that the goods they received were not in line with the product description and accompanying photo. It is crucial for businesses and online sellers to adhere to certain guidelines when showcasing their products on the internet. They should be obligated to present a clear and accurate representation of the goods electronically, providing comprehensive and correct information about the terms of the agreement.

¹Syamsul Arifin, *Pengantar Hukum Indonesia*, Medan Area University (Press, Medan, 2012).

²Eman Rajagukguk, *Hukum Perlindungan Konsumen*, (Mandar Maju, Bandung, 2000).

³Tinjauan Hukum Islam Terhadap Jual Beli Pada Marketplace Online Lazada, 21658-Article%20Text-74435-1-10-20220104.pdf, Accessed January 2, 2023.

This information can be included in the image caption or in the description section below the image on the website.⁴

In accordance with Article 9 of Law Number 19 of 2016 pertaining to Information and Electronic Transactions, it is mandated that businesses engaging in electronic commerce must furnish comprehensive and accurate details concerning the terms of the contract, the manufacturer, and the products they offer. However, a concerning issue arises in the case of consumer interactions with Lazada business actors, as they appear to be in violation of Article 9 of Law Number 19 of 2016 governing Electronic Information and Transactions. This violation is evident through the provision of misleading information by Lazada e-commerce actors, which does not align with the actual condition of the goods being bought and sold. This is substantiated by instances where consumers receive products that are completely unsuitable and of differing quality than what was initially advertised.

A number of consumers in Lhokseumawe City who participated in this study expressed their dissatisfaction with the products they purchased. They claimed that the items, such as shoes, were advertised as being made from genuine cowhide, but in reality, they were made from artificial leather. Additionally, the color of the goods did not match the order, and the overall quality was very poor. Moreover, some consumers reported receiving a different quantity of goods than they had actually ordered. Unfortunately, these consumers did not receive the necessary legal protection outlined in the UUPK and the Electronic Transactions Law. Consequently, the business actors involved in these buying and selling transactions on Lazada e-commerce were not held accountable for their violations.

Expanding on the context of the issue presented earlier, the following discussion will delve deeper into the subject of legal protection for consumers engaged in online buying and selling transactions of goods that do not align with the representations made on the Lazada application. This analysis will be approached from the perspective of Islamic Law, taking into account its principles and teachings.

2. RESEARCH METHOD

The research methodology employed in this study is qualitative research, which aims to delve into the deeper meaning and generate descriptive data through the collection of verbal and written information from individuals, as well as the observation of their behavior. The overarching goal of qualitative research is to gain a comprehensive understanding of the experiences of the research participants, encompassing aspects such as perception, motivation, and actions, within a specific and authentic context. To achieve this, a diverse range of natural research methods are utilized.

3. RESULTS AND DISCUSSION OF RESEARCH

From the standpoint of Islamic law, there are various aspects that encompass legal safeguards for consumers engaged in online purchasing and selling of goods, particularly when the transactions do not align with what is offered on the Lazada application. These safeguards entail ensuring consumer protection in online transactions that deviate from the Lazada platform, as well as implementing measures to safeguard consumers on the Lazada application in accordance with Islamic law principles.⁵

⁴Putra & Sukihana, (2018). Kedudukan Penyedia Aplikasi Terkait Ketidakesesuaian Barang Yang Diterima Oleh Konsumen Dalam Jual Beli Melalui Internet Ditinjau dari Undang-Undang Nomor 8 Tahun 1999 Tentang Perlindungan Konsumen, *Kertha Semaya: Jurnal Ilmu Hukum*, 1-15.

⁵Bambang Waluyo, *Penelitian Hukum dalam Praktek*(Rineka Cipta, Jakarta, 2002).

3.1 Consumer Protection in Online Buying and Selling Transactions of Goods That Do Not Match Those Offered Through the Lazada Application

Consumer protection encompasses two main elements: safeguarding consumers against receiving goods that do not meet the agreed-upon terms, and shielding them from unfavorable conditions. If a business entity sends goods that deviate from the depicted image, it can be deemed as a breach of contract, as the business entity fails to uphold their obligations within the electronic agreement, resulting in financial harm to consumers. This form of default occurs when the debtor fulfills the transaction, but not in the manner expected or desired by consumers, such as sending goods that do not align with the anticipated or desired appearance.⁶

A marketplace is a platform where both business people and consumers can engage in buying and selling activities, utilizing transaction systems provided by the platform. This allows individuals to sell a wide range of products online through a website. Within the marketplace, there is a diverse selection of products available, each with its own corresponding price and detailed specifications. These specifications serve to inform potential buyers about the condition of the products being traded. As consumers and sellers engage in transactions within the marketplace, they establish a mutually agreed upon agreement. This agreement not only creates rights and obligations for both the seller and the buyer but also solidifies their roles within the transaction process. The agreement itself is formed when a consumer encounters an offer for a specific product within the marketplace and subsequently accepts the offer by making a purchase.⁷

There have been numerous incidents, particularly within the Lazada application, where products received by consumers did not match the pictures displayed. These discrepancies encompass a range of issues, including misshapen or incorrect sizing, subpar quality, mismatched colors, and improper materials. Although the majority of products fall under the desired category for consumers, they often possess various shortcomings or do not align with the visual information provided by the sellers. Unfortunately, it is not uncommon for these products to exhibit poor quality, resulting in significant disadvantages and losses for consumers.

In relation to the issue of consumer losses resulting from the purchase of goods that do not align with the visual representation presented, Law Number 8 of 1999 concerning Consumer Protection, specifically Article 4 Letter c, explicitly states that consumers are entitled to receive accurate, transparent, and truthful information regarding the quality and warranty of goods and services. Moreover, Article 4 Letter h of the same law affirms that consumers who face financial setbacks as a direct consequence of receiving products that deviate from the visual representation provided are entitled to seek redress in the form of compensation, reimbursement, and/or replacement. These provisions emphasize the importance of ensuring that consumers are not deceived or misled by misleading visual representations, thereby safeguarding their rights and promoting fair business practices.

The specific regulations governing electronic trading are outlined in Government Regulation Number 80 of 2019, which addresses trading through electronic systems. According to Article 26, letter a of this regulation, it is mandatory for business entities to safeguard consumer rights in alignment with the existing laws and regulations pertaining to consumer protection.

Consumers who believe they have been put at a disadvantage have the legal right to take action against business entities. They can do so by either filing a lawsuit through the Institute for resolving consumer disputes with business actors or through traditional litigation pursued in the court system, as specified in Article 45, Paragraph (1) of Law Number 8 of 1999 regarding Consumer Protection. Alternatively, consumers have the option to seek resolution for their grievances through alternative channels outside of the court system, as outlined in Article 45, Paragraph (2) of the same law.⁸ There are several bodies in Indonesia that are

⁶Rosmawati, *Pokok-Pokok Hukum Perlindungan Konsumen* (Kencana, Jakarta, 2018).

⁷Desy Ary Setyawati et al., "Perlindungan Bagi Hak Konsumen Dan Tanggung Jawab Pelaku Usaha Dalam Perjanjian Transaksi Elektronik", *Syah Kuala Law Journal* Vol. 1, No.3, 2017, <http://jurnal.unsyiah.ac.id/SKLJ/article/view/9638>, diakses 26 Agustus 2023.

⁸Celina Tri Siwi Kristiyanti, *Hukum Perlindungan Konsumen* (Sinar Grafika, Jakarta, 2011).

responsible for resolving consumer disputes. One such body is the Consumer Dispute Resolution Agency (BPSK). Additionally, there are Non-Governmental Consumer Protection Institutions, including the Indonesian Consumers Foundation (YLKI), the Indonesian Archipelago Consumer Protection Institute (LPKNI), and the Non-Governmental Consumer Protection Institute (LPKSM). These institutions play a crucial role in ensuring that consumers have a means to address grievances regarding products that do not meet their expectations. By offering both civil and criminal avenues for resolution, consumers can receive the legal protection they deserve.

Consumers are equipped with a range of legal safeguards when it comes to purchasing products, particularly on the popular online marketplace Lazada. These regulations not only serve to safeguard consumer rights, but they also impose obligations on sellers to ensure that consumers are not misled or harmed by inaccurate information. Consequently, if consumers receive goods that do not align with the description provided during the transaction, they can rely on these legal provisions for protection. One of the contributing factors to the vulnerability of consumers in e-commerce transactions is their lack of awareness and knowledge of consumer education and their rights under the Indonesian Consumer Protection Law (UUPK). To address this issue, it is imperative that marketplaces like Lazada prioritize consumer education by informing users about their rights, obligations, and responsibilities. Additionally, clear instructions on how to lodge complaints should be provided, in accordance with Article 28, Paragraphs (1) and (2) of Government Regulation Number 71 of 2019, which outlines the implementation of electronic systems and transactions.

3.2 Implementation of Consumer Protection in the Lazada Application According to an Islamic Law Perspective

In the realm of consumer rights, Islam takes a unique approach that goes beyond the sequential regulations outlined in the Consumer Protection Law. Instead, it emphasizes the absolute necessity of protecting consumers in order to achieve success and harmony in society. The teachings of Islam guide humanity to refrain from engaging in actions that may bring harm to others, particularly when it comes to the utilization of goods and services. This principle is exemplified in the Quran, where Allah states in Surah An-Nisa, verse 29, that believers should abstain from unlawfully consuming each other's wealth and instead engage in fair and mutually agreed upon trade. Furthermore, this verse stresses the importance of preserving one's own life, as Allah is depicted as the Most Merciful.⁹

The verse mentioned above serves as a reminder that Allah SWT strictly prohibits His followers from unlawfully acquiring the wealth of others through dishonest means, such as engaging in usury, gambling, or any other form of deceitful practices that may seem to align with Shari'a law but are actually against its principles. However, it is important to note that engaging in lawful trade, where both the seller and buyer are willing participants and agree upon the terms and conditions of the transaction, is permissible. In such cases, the exchange of goods and services is carried out voluntarily, without any form of coercion or manipulation from any party involved.

According to the principle of muamalah, every action undertaken in the realm of transactions and interactions must either bring about benefits or avoid causing harm. The Lazada application aligns itself with this principle by ensuring that all of its muamalah activities adhere to this ethical guideline. This is supported by a hadith which conveys the message that the Prophet Muhammad emphasized the importance of refraining from engaging in actions that bring harm and avoiding retaliating harm with wrongdoing. In other words, the Lazada application operates in accordance with the teachings of Islam, promoting fairness and ethical conduct in its transactions and interactions.

Lazada offers a multitude of advantages and convenience to its users. It not only provides a wide range of products to choose from, but also ensures a hassle-free shopping experience with its comprehensive payment system. Moreover, Lazada empowers buyers with the freedom to browse and select products at their own pace, catering to their specific requirements and preferences, regardless of time and location.

⁹Al-Qur'anul Karim Transliterasi Arab-Latin dan Terjemahan, 2011.

According to Islamic law, there are six consumer rights that require serious attention from business actors, namely;

1. The right to obtain correct, honest, fair information and avoid falsification
2. The right to obtain product safety and a healthy environment
3. The right to obtain advocacy and dispute resolution
4. The right to obtain protection from abuse of circumstances
5. The right to receive compensation for negative consequences of a product
6. The right to choose and obtain a reasonable exchange rate.

4. Conclusion

Consumer protection is essential when it comes to online buying and selling, especially in cases where transactions do not align with what is offered through specific applications like Lazada. In order to ensure the rights of consumers are met, it is important to fulfill their needs and address any potential harm caused by inaccurate information. By doing so, consumers can be protected from any negative consequences that may arise from receiving goods that do not match the initial transaction. This protection can be upheld through a variety of legal measures, as mentioned earlier, which serve as a means of safeguarding consumers. The Lazada application ensures the implementation of consumer protection in line with the principles of Islamic law. The consumer protection policy adopted by Lazada adheres to the fundamental rights and principles outlined in Islam that business entities must uphold. These principles encompass various aspects, including the provision of accurate and truthful information, prevention of counterfeit products, guaranteeing product safety and a healthy environment, offering support and resolution mechanisms for consumer disputes, safeguarding against exploitation, providing compensation for any adverse effects caused by a product, and facilitating fair and reasonable exchange of goods.

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