

Legal Protection for Consumers Who Buy and Sell Used Goods on Facebook

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Abstract

High consumer interest in purchasing used goods through platforms like Facebook, where the buyer is unknown, is evident. These goods are typically sourced from their original locations, which sometimes leads to consumer losses. The purpose of this research is to acquire knowledge and understanding of the legal protections available to consumers who purchase used goods on the Facebook platform. The research methods employed are normative, utilizing a regulatory legislation approach described as descriptive. This research focuses on analysing and solving problems that occurred during the study. Consumer rights in these transactions are regulated under Article 4 of the Consumer Protection Act (UUPK), reinforced by the obligations of entrepreneurs in Article 7 of the UUPK. The sale of used goods is also addressed in Chapter 8, Paragraph 2 of the UUPK, which stipulates that entrepreneurs must not sell used goods without providing clear information. To prevent fraud involving stolen goods, consumers must adhere to Article 28 (1) of the ITE Act. Dispute resolution between consumers can be conducted through both litigation and non-litigation methods.

Keywords: Buy, Sell, Consumer, Protection, Facebook, Platforms

I. Introduction

The rapid development of information technology has occurred recently giving rise to a new style when carrying out buying and selling transactions. Indonesia. The development of information technology is very fast and, for society, has important meaning. The benefits are even wider and reach various aspects of life. In the beginning, trading was carried out conventionally, where the sellers and buyers had to meet. With the rapid development of information technology, it can provide various positive impacts, one of which is making it easier to carry out buying and selling transactions, so that it can change buying and selling transaction activities that initially had to meet, now that the seller

and the buyer do not have to meet to carry out the sale and purchase transaction.¹

As a result of the rapid development of information technology, buying and selling transactions on the internet have changed the paradigm of development, marketing, service, sales, and so on.² Information technology has the benefits needed by humans to simplify and help various daily activities be more effective and efficient. Recently, in Indonesia, trading via social media has become widespread. One of the social media sites that is frequently used is Facebook. As technology develops, the function of Facebook is, of course, increasingly developed, so that it is used as a medium for people to carry out buying and selling activities. The large number of Facebook users has the potential to be used for many activities, such as product promotion.³

Facebook has become a social media link for communication between buyers and sellers, with various types of features for carrying out buying and selling activities. The activity of selling and buying used goods via social media is wrong. The only thing is that Facebook has become a phenomenon that often occurs because people have easy access to advertise various used goods they want to sell. However, apart from that, the presence of social media also raises several problems that must be addressed. There is also concern about the emergence of this phenomenon due to various crimes of theft of goods, which are then sold on social media sites like Facebook. As has happened many times in various regions.

An example of a case that the author found through several news websites was a case of motorbike theft committed by two people with the initials AS (31), a resident of Karanganyar, and B (20), a resident of Sukoharjo. This action was carried out by the perpetrator on August 28, 2021, when the perpetrator targeted a Vixion motorbike with plate number AD 3695 HJ, which the victim had left fishing on the Serenan Bridge, Bulakan, Sukoharjo in the morning. The victim found out that the motorcycle was missing when he was going home at 11 a.m. WIB. Then the victim reported the incident to the authorities, and after an investigation, the police succeeded in identifying him. perpetrator. The case was

¹ Diky Kurniawan. (2023). *Perlindungan Hukum Bagi Konsumen Dalam Jual Beli Online Yang Menggunakan Situs Web Iklan Di Facebook ditinjau Dari UUPK*. Jurnal Cahaya Mandalika, 4(2), 930- 938.

² Anggraeni Yuko Isnawangsri (2023) *Perlindungan Hukum Terhadap Konsumen Pada Clickwrap Agreement Dalam Transaksi Elektronik*. Prosiding Nasional Sinars, 2(1), 267-273

³ Endang Lestari, Gabriel Ngadio, Kunto F. E. I. (2023) *Perlindungan Hukum Bagi Konsumen Dalam Penipuan Jual Beli Online Melalui e-commerce*. Jurnal Nusantara, 10 (6), 2879-2884.

revealed when police found a Vixion motorbike with the same characteristics as the victim's for sale via Facebook. To arrest the perpetrator, the police pretend to be the buyer of the victim's motorbike.⁴

In cases like the above, it causes consumers to carrying out buying and selling transactions without knowing in full and in detail where the second-hand goods sold on Facebook social media come from. There are always immoral actions carried out by traders with their merchandise with the aim of making a profit without considering the losses that buyers might experience. Consumers' high interest in shopping via media platform social media like Facebook, especially for used goods, is due to more affordable prices.

Therefore, interest in second-hand goods remains high. To protect consumers during the buying and selling transaction process, regulations are needed that regulate consumer protection. Consumer Protection is a business that aims to improve the welfare of the people in relation to the rapid development of the times. especially in the field of trade. Including second-hand goods trading on social media (Facebook). Increased implementation of obligations by business actors are a necessity because this will bring positive impact on the exercise of the rights of buyers, customers, or user. Basically, the obligations borne by business actors should be: rights that consumers can enjoy. However, the reality is that often, the obligations that should be carried out by business actors are ignored. So there are still many consumers who do not fully understand their rights. that consumers should get from business actors.

By considering the context of the problem, the author believes that consumers who are involved in sales activities or activities Buying used goods via social media on the Facebook platform must be provided with protection against any potential losses that may arise as a result of the transaction. So the author is interested in analysing how "Legal Protection of Consumers Buy and Sell Used Items on Facebook Social Media"

Based on the author's explanation of the background context write, the problem formulation of this research can be detailed, namely: 1. What are the steps to implement legal protection for consumers involved in buying and selling used goods, especially motorbikes and cell phones, via the social media platform Facebook? 2. What is the mechanism for resolving disputes between consumers and sellers of used goods that occur in buying and selling transactions via the Facebook social media platform?

II. Methodology

⁴ <https://lampumerah.id/jual-barang-curian-di-facebook-pencuri-motor-ditangkap-polisi/diakses-pada-Kamis,21-Januari-2024>

The research method used by the author uses normative research (legal research) using a statutory and regulatory approach. The type of research applied is descriptive, where the research focus is centered on analyzing and solving problems that occur when conducting research. Data that has been collected and processed will be analyzed using a method, namely normative qualitative, namely a discussion carried out by discussing and interpreting data that has been obtained and processed based on legal norms, legal doctrine, and legal theory.

III. Results

The meaning of buying and selling is explained in the Civil Code as buying and selling included in Book III concerning engagements. Engagement in Book III The Civil Code is a legal relationship in this case related to different assets. To two people, one gives the right to demand goods, whereas others have an obligation to fulfill demands⁵. Constitution explains that the source of the obligation can arise if an agreement occurs as well as from the law.⁶ Article 1457 of the Civil Code explains buying and selling, namely: an agreement in which one party binds himself to provide something objects or goods, and the other party pays according to the agreed price. The words buying and selling indicate that one party is called the buyer and the other party is the seller. So, buying and selling is an agreement made between two parties to transfer merchandise based on a mutually agreed-upon price.⁷

Buying and selling used cell phones and motorbikes is currently a trend in society because it has a cheaper price when compared to buying directly at counters and used motorbike dealers. If you look at it from the seller's side, there is a lot of interest in selling on Facebook because selling on Facebook is considered faster and more efficient, so it doesn't require anything. A lot of time, especially if it's done in desperate circumstances requiring money, then selling handheld telephones and motorcycles is the solution. For example, a group of handheld phone buyers named Buy New HP/Secondary bekonang.solo.sukoharjo⁸ buys motorcycles. For example, in a Facebook group called Buy Used Motorcycle Plates AD⁹. Generally, sellers upload photos in

⁵ Niru Anita Sinaga. (2019). *Implementasi Hak dan Kewajiban Para Pihak Dalam Hukum Perjanjian*. Jurnal Ilmiah Hukum Dirgantara, 10(1), 1-20.

⁶ Bing Waluyo. (2022). *Kajian Terhadap Perbuatan Melawan Hukum Berdasarkan Pada Pasal 1365 Kitab Undang-Undang Hukum Perdata*. Cakrawala Hukum, 24(1), 14-22.

⁷ Fajar Kusuma Adi. (2021). *Perspektif Jual Beli Online dalam Perspektif Hukum Islam dan KUHP Perdata*. Jurnal Studi Islam dan Sosial, 2(1), 91-102.

⁸ <https://www.facebook.com/groups/237225543144334/> (diakses pada 21 Januari 2024)

⁹ <https://www.facebook.com/groups/450269585180737> (diakses pada 21 Januari 2024)

groups or marketplaces with various descriptions about the condition of the handheld phone to be sold. Buyers who are interested in the product will do a check by sending a message to the seller in advance about whether the item to be purchased has been desired or not.

When an agreement is made through a message sent through Facebook, the transaction process is carried out with the COD (cash on delivery) system so that both parties can meet in person to conduct a check on the goods sold. With the transaction process, the author concludes that it can result in a loss to one party because, in the process of sale, it is highly possible that there is an element of fraud because one party exploits the ignorance of another party. But even though there is an agreement between the parties making the agreement, it is still possible that the agreements made by the parties are defective, often referred to as defective wills.¹⁰ The incidence of disability of will is mentioned in the Covenant in articles 1321 and 1449, which are: 1. Coercion; 2. Fraud; 3. Foolishness; 4. Abuse of circumstances.

The validity of the agreement made on social media (Facebook) is considered valid if the condition has been fulfilled, but if there are various disputes in the online sale agreement, they will be further examined on the terms of the sale to determine whether the contract has been valid or not in accordance with the terms listed in Article 1320 of the Covenant. The agreement can be void by law and can be cancelled if one of the parties does not qualify for it.

IV. Discussion

The provisions of Article 378 of the Covenant define fraud as an act committed by anyone with the aim of obtaining unlawful profits for himself or another person by using a false name or false identity, by deceiving or lying in a series, inducing others to surrender something, diverting debt, or canceling debts, punishable by a criminal sentence of up to four years imprisonment for fraud. Article 28(1) of the ITE Act means that any person who deliberately and against the law disseminates false and misleading information resulting in consumer losses in electronic transactions is punishable by a penalty of imprisonment for a maximum of 6 years and/or a fine of up to Rs 1 billion. In order to determine whether a person has violated Article 28(1) of the ITE Act, it is necessary to observe some of the following implementation guidelines:

¹⁰ Muhammad Romli. 2021. *Konsep Syarat Sah Akad Dalam Hukum Islam dan Syarat Sah Perjanjian Dalam Pasal 1320 Kitab Undang-Undang Hukum Perdata*. Jurnal Tahkim, 17(2), 173-188.

- It is not a criminal act to spread false news (hoaxes) in general. but the act of spreading false news in the transaction Electronic examples are: online commercial transactions
- Fake information or news shared through the application service messages, online broadcasts, advertisements, social media, marketplaces, and/or other transaction services are performed on electronic systems.
- Electronic transactions can form an agreement between trader or trader with a consumer or buyer;
- This clause may be applied to the infringing party and/or Force majeure.
- This article is a serious crime, so the value of the losses can be determined and calculated. 6. The term “consumer” in this section refers to the Consumer Protection Act. The rights and
- Obligations of consumers are regulated by the Protection Act.

Consumer rights are set out in Article 4, which is:

- The right to comfort and safety in the consumption of goods and/or services;
- The right to choose goods and/or services and to obtain goods and/or services, as well as
- Obtaining such goods and/or services accordingly. with the exchange rate, conditions, and
- guarantees promised;
- The right to accurate, clear, and honest information about the conditions and warranty of
- goods and/or services;
- The right to hear opinions and complaints about goods and/or services used;
- The right to advocacy, protection, and settlement. consumer protection disputes properly;
- The right to education and the education of consumers;
- The right to be treated or served fairly and honestly and not discriminatory;
- The right to compensation, damages, and/or compensation when the goods and/or services
- received are not in conformity with agreement or not, as it should be;
- The rights provided for in the provisions of the laws and regulations others.

Therefore, as a consumer, it is important to comply with the rights and obligations laid down in the Consumer Protection Act. This action aims to build a positive relationship between entrepreneurs and consumers, with the aim

of supporting each other in order to create a healthy business environment.

It is affirmed in Article 8, Paragraph 2, that the perpetrator Businesses should not sell used goods without clear information. If it is violated in accordance with Section 62 of the Protection Act Consumers, then perpetrators, can be punished with a maximum prison sentence of 5 years (lima). A year or a maximum fine of Rs. 2,000,000,000. (dua miliar rupiah). If attached to a criminal offense, the complaint is expressly formulated on I'm a prisoner in Section 480, called a conspiracy or Also commonly referred to as "drugs," it is actually only the acts mentioned in Article 480, Paragraph 1, of the Covenant because it is a conglomerate..¹¹

But to be bound by Article 480, paragraph 1, I'm a prisoner, of course. must comply with the above elements, such as in the case of compacting. which has been tried by General Assembly Decision No. 168/Pid.B/2020/PN Kot It is stated that the suspect has violated Article 480 of the first sentence with The element is:

A. Whose goods? Whoever is here is either a man or a Woman.

Buy, rent, exchange, accept a mortgage, receive a reward, or to profit, to sell, to rent, to exchange, adequate, carrying, storing, or hiding something objects Based on the facts revealed in the trial of the accused buy 1 unit Xiaomi Note 5A handheld phone with IMEI 867398036090025 and 86739980360900025 of someone named Ngaliyun for 600,000 rupees without a note of sale. And the box.

B. Internal to the Object Based on the Fact that the Accused Bought the Phone Handheld Without Accessories and Sold at a Price Below the Market

It should have been the defendant's presumptuous possession of property or property obtained from the crime. Therefore, it is important for consumers to anticipate the occurrence of a criminal offense, so consumers are advised to pay attention to the internal elements of the object because, basically, the purchase of used goods must contain clear information.

C. Settlement of Disputes Between Consumers and Vendors

The right to accurate and clear information means that consumers get a

¹¹ Ponco Febri Saputra, Baharudin, dan Anggalana. 2022. *Implementasi Sanksi Terhadap Pelaku Tindak Pidana Penadahan Kendaraan Bermotor*. Jurnal Res Justicia, 2(1), 173-182.

clear picture of the goods they are going to sell.¹² The activity or transactional activity carried out in the sale and purchase transactions online or offline puts consumers in a very risky position with their rights being violated, so that consumers' rights cannot be fulfilled when carrying out sales and buying transaction activities online or offline. This puts consumers in an easy position to be harmed.

Article 4 of the Consumer Protection Act affirms the right of consumers to obtain advocacy, protection, and fair dispute settlement efforts. Consumers have the authority to take legal action, both through litigation and non-litigation proceedings, as a means of defending their rights. Resolution of conflicts between consumers and entrepreneurs through non- The litigation can be realized through the choice of three institutions.

D. The National Consumer Protection Agency

The National Consumer Protection Agency was established with the aim of increasing efforts in consumer protection. The country's capital is headquartered and directly accountable to the president. His mandate included advising and considering the government's efforts to advance consumer protection in Indonesia. To carry out its functions, the National Consumer Protection Agency is regulated in Article 34, paragraph 1, of the Consumer Protection Act.

E. Consumer Protection Institution Swadaya Society

The Swedish Consumer Protection Agency is a non-governmental agency whose existence is recognized by the government to deal with consumer protection. The tasks of the Consumer Protection Institution are based on Article 44, Paragraph 3, of the Consumer Protection Law.

F. Consumer Dispute Resolution Body

BPSK is a body that has the task of resolving and dealing with disputes between entrepreneurs and consumers. The duties and powers of the BPSK are regulated in Section 52 of the Consumer Protection Act. Alternatives to the settlement of disputes may also be taken through a common court litigation procedure, in accordance with the rules applicable to the common court and bearing in mind the provisions of Article 45 of the Consumer protection Act.

Legal action against the violation committed by the entrepreneur can be taken in accordance with Article 46 of the Consumer Protection Act. In the context of this case, if the victim is placed as a person who has not

¹² Putu Surya Mahardika dan Dewe Gde Rudy. (2018). *Tanggung Jawab Pemilik Toko Online Dalam Jual Beli Online (e-commerce) Ditinjau Berdasarkan Hukum Perlindungan Konsumen*. Kertha Semaya, 2(5), 1-16.

acquired his rights, that is, information in accordance with the provisions of Article 4 letter (c) of the Consumer Protection Act, which establishes the right of the consumer to receive accurate, clear, and honest information about the condition of the goods. If associated with the criminal proceedings of litigation in accordance with Section 480 of the first paragraph of the Penal Code contains a number of components, including:

- Subject: Anyone.
- Acts: those mentioned in the article must not be all done, but there is only one act that can meet this element.
- Object: an object of action on the element of action.
- Internal to objects: presumption of goods or objects obtained the result of a crime.

Based on the elements of the crime of receiving goods from criminal acts According to the provisions of the article, the victim should not bear this is because it does not comply with the requirements of the settlement clause. Therefore, the perpetrator should be deemed to have committed an act. Criminal fraud for not providing accurate information about the goods that sold. Reviewed how to conduct transaction if the entrepreneur is giving Inappropriate information through social media Facebook things can Article 45(2) of the ITE stipulates that "everyone who deliberately and without the right to spread false and misleading news. consumer losses in electronic transactions, as referred to in Article 28(1) sentenced to imprisonment for a maximum of six (six) years and/or a fine of up to Rs 1.000,000,000.00 (one billion rupees).

Conclusion

A. Legal Protection against Consumers Selling Antiques

On social media Facebook the Consumer Protection Act No. 8 of 1999 is one of the legislative regulations governing how the government provides consumer protection. The rights of consumers to carry out sales transactions are regulated in Article 4. This protection is reinforced by the obligation of the entrepreneur referred to in Article 7. The protection concerning the sale of used goods is also contained in Article 8, Paragraph 2, which states that an entrepreneur may not sell used things without clear information of their truth. If violated in accordance with Section 62 of the Consumer Protection Act, then the perpetrators can be punished by a maximum penalty of imprisonment of five (five) years or a maximum fine of Rs 2,000,000,000. (dua miliar rupiah). In the case of online sales, to anticipate the existence of fraud against the stolen goods, the state guarantees protection in Article 28 paragraph (1) of the ITE Act, but there is something to pay attention to in Article 480 paragraph 1 of the Penalties. The most important element is the internal element of the object.

B. Settlement of Disputes between Consumers and Vendors

Efforts that can be made in the event of a dispute between consumer and seller in accordance with Act No. 8 of 1999 on There are two ways of protecting consumers: through non-litigation through three agencies, namely the National Consumer Protection Agency and the Institute. The one is Public Consumer Protection and Settlement Body Consumer dispute. The other attempt that can be made is through litigation through general justice. In order to protect consumers from criminal proceedings, it is explained in Article 8, Paragraph 2, of the Consumer Protection Act that an entrepreneur may not sell used goods without clear information about their truth. If violated in accordance with Section 62 of the Consumer Protection Act, then the perpetrators can be punished by a maximum penalty of imprisonment of five (five) years or a maximum fine of Rs 2,000,000,000. (dua miliar rupiah).

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