

Legal Protection for Consumers for Dispute Resolution Through Mediation for Return of Goods and/or Funds Determined by Shopee Based on Law Number 8 of 1999 concerning Consumer Protection

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Abstract

Based on the law on consumer protection, there are 2 (two) ways to resolve consumer disputes, namely through court (litigation) and outside court (non-litigation). The aim of this research is to obtain legal certainty regarding legal protection for consumers for resolving disputes through mediation of returning goods and/or funds determined by Shopee based on the statutory provisions in force in Indonesia. Writing this journal uses normative legal research methods by conducting a study of the problems discussed based on applicable statutory norms with the consumer dispute resolution process.

Abstrak

Berdasarkan undang-undang tentang perlindungan konsumen dalam penyelesaian sengketa konsumen terdapat 2 (dua) cara yaitu melalui pengadilan (litigasi) dan di luar pengadilan (non litigasi). Tujuan penelitian ini untuk mendapatkan kepastian hukum tentang perlindungan hukum terhadap konsumen atas penyelesaian sengketa melalui mediasi pengembalian barang dan/atau dana yang ditetapkan oleh Shopee berdasarkan ketentuan perundang-undangan yang berlaku di Indonesia. Penulisan jurnal ini menggunakan metode penelitian secara hukum normatif dengan melakukan kajian permasalahan yang dibahas berdasarkan norma perundang-undangan yang berlaku dengan proses penyelesaian sengketa konsumen.

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1. INTRODUCTION

The existence of electronic transactions in the Trade Law is considered very important, considering the potential and growth of online business, so that protection for consumers is needed as stipulated in Law Number 8 of 1999 concerning Consumer Protection ("UUPK") and has become a law. Trade is a reference for every business actor in carrying out trade transactions, whether conventional trade or online trade or e-commerce.

Trade or buying and selling activities is one way of fulfilling human needs. However, previously buying and selling was generally carried out in special places, namely places where sellers and buyers met to carry out bargaining activities, such as in markets, malls, supermarkets and other shopping centers. With busy work and human activities, in this modern era, coming to a shopping center will take up work time and rest time. Therefore, internet use is increasing and has an influence on the development of the digital economy or e-commerce in Indonesia, especially online buying and selling or electronic transactions.

Ecommerce is the process of buying and selling services and goods electronically with computerized business transactions using the internet, networks and other digital technologies. E-commerce activities help humans or the consumer community to carry out trade transactions electronically without disrupting activities and can be done anywhere. Online shopping has become a choice for many consumers to obtain the goods and/or services they want without using a lot of time and energy, as well as the ease of carrying out transactions at fairly competitive prices and good quality goods.

With the existence of electronic transactions, many companies or startup businesses have emerged that operate in the e-commerce sector or industry, one of which is the marketplace, which is one of the business concepts used by e-commerce start-up businesses today. Marketplace is an electronic product marketing platform that brings together many sellers and buyers to transact with each other. Where sellers don't need to bother and be confused if they want to sell online, because the marketplace already provides a place to sell online. Only registration is required to start selling. The registration in question is registering to become an online shop (online store) on the marketplace in question.

Examples of marketplaces in Indonesia currently are Shopee, Bukalapak, Tokopedia, Blibli, and so on. Meanwhile, examples of online stores in Indonesia are Matahari Mall, Lazada, Zalora, Berrybenka, Groupon Indonesia, and Small and Medium Enterprises (SMEs) who have registered on the marketplace. Transaction buying and selling through the marketplace has several advantages compared to buying and selling transactions through forums, social networks, or advertisements.

One marketplace that is quite well-known and very popular with many consumers in Indonesia is Shopee. Shopee was first launched in 2005 in Singapore. Since then, Shopee has begun to expand its reach to Thailand, Indonesia, Malaysia, Vietnam, the Philippines and Taiwan. PT Shopee International Indonesia is a subsidiary of the SEA Group or previously known as Garena. Shopee operates in the e-commerce industry led by Chris Zhimin Feng who previously worked at Zalora and Lazada. Shopee is not only in Indonesia, but has quite a wide reach in several countries such as Malaysia, Thailand, Vietnam, the Philippines and Taiwan.

Shopee was originally a company that had a concept as a customer-to-customer ("C2C") market and began to experience a transition to a hybrid C2C and business-to-customer ("B2C") model since launching Shopee Mall in 2017 and acting as an online shop platform for shops or distributors. official. Shopee has several accesses for selling or shopping, namely through the website by accessing <https://shopee.co.id/> via the internet, as well as through the application by downloading via the Apps Store or Play Store. Shopee has partnered with more than 70 (seventy) courier service providers in all its markets. This aims to provide logistics for its users and collaborate with various local logistics and online transportation service providers. In fact, starting in 2020 Shopee has a special Shopee delivery service for selected sellers which will be directly arranged by the Shopee Express team.

Shopee also provides convenience and various services for its consumers which are beneficial for buyers and are part of the promotions carried out by Shopee, such as providing vouchers to reduce shipping costs, providing COD (Cash On Delivery) services, money back guarantees, and product price discounts.

Electronic buying and selling transactions using Shopee provide many facilities, namely Shopee provides free joint account facilities, sellers can determine minimum purchases and can set a discount system for large purchases, postage calculations are set automatically, online payment confirmation and delivery position checking goods automatically. Meanwhile, the implementation of the payment system on Shopee is usually not directly transferred to the seller's account or balance, but the payment paid by the buyer is paid first to Shopee's guarantee account which will then be received by the seller when the buyer has received the ordered goods without submitting a complaint to Shopee.

The Shopee guarantee in question is a service to assist buyers and sellers in resolving certain problems that arise during transactions. Problem resolution can be communicated privately between the buyer and seller or you can contact Shopee to help resolve problems or disputes by requesting a return of goods and/or funds. Problems that often arise and can be requested to return goods and/or funds when the goods are not received or do not match the order, the buyer can submit a complaint or request a return of goods and/or funds to Shopee. Then the application will be processed by Shopee based on the terms and conditions for returning goods and/or funds.

This was experienced by Farhan Ardiansyah as a buyer based on his upload on consumer media on December 20 2021, that on November 13 2021 he purchased a used (second) camera at @KamerakuOriginal via the Shopee application with order number: 21113EM7U1RRB which was then accepted by the Buyer. on November 22 2021. However, the order received by the Buyer did not match the sales description listed on Shopee so the Buyer submitted a request for a return of goods and funds via Shopee on November 22 2021. The request for a return of goods and funds was then processed by Shopee and requested The buyer and seller uploaded proof of the goods, but the seller was not cooperative in carrying out the settlement so that as of December 15 2021 there had been no decision on the application.

The second case was experienced by Aditya Nataprawira as the buyer as based on his upload on consumer media on February 1 2023, that on January 14 2023. The buyer ordered a Complete Yamaha 54P Cylinder Seher Block on @MRA79 via the Shopee application with order number 23011BAKRX4ST which was then ordered This was received by the Buyer on January 15, 2023. Then on January 16, 2023, the Buyer took the motorbike and piston block that he had purchased to a repair shop to help install it, but it was discovered that the piston block was not suitable for the Buyer's motorbike, so the Buyer submitted a request for a return of goods and funds. via Shopee.

Based on the cases above, the author intends to conduct research on how legal protection is for consumers regarding dispute resolution through mediation of returning goods and/or funds determined by Shopee based on positive law?. The aim is to examine dispute resolution through mediation, in this case related to the mechanism implemented by Shopee which will be seen from the perspective of consumer protection law.

2. RESEARCH METHODS

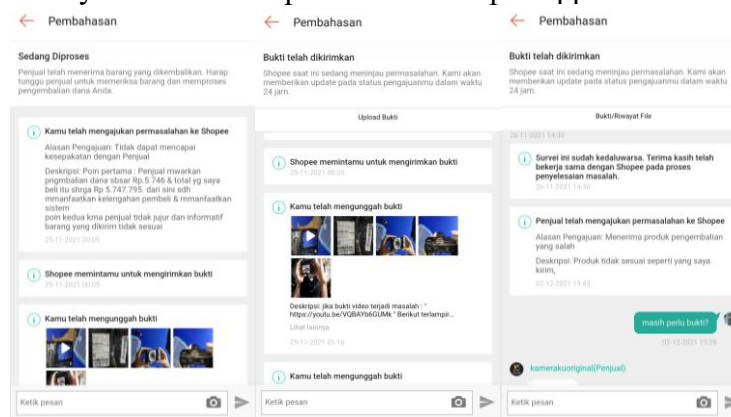
The analysis in this research will be carried out using a normative method, namely by conducting a study of the problems discussed based on statutory norms that apply to the consumer dispute resolution process. Approach the problem normatively with an approach conceptual and the legislation used includes: Law Number 30 of 1999 concerning Arbitration and Alternative Dispute Resolution, Law Number 80 of 1999 concerning Consumer Protection, Law Number 7 of 2014 concerning Trade, Law Number 19 of 2016 concerning Amendments to Law Number 11 of 2008 concerning Information and Electronic Transactions, Government Regulation Number 80 of 2019 regarding Trading Through Electronic Systems, as well as secondary legal materials consisting of journal articles, theses, dissertations, books related to the main problem in this research. Furthermore, Tertiary legal materials can be in the form of media, the internet and legal dictionaries.

3. RESULTS AND DISCUSSION

3.1 Case

The first case was experienced by Farhan Ardiansyah as a buyer or consumer ("Buyer"). The chronology of this problem begins on November 13, 2021. The buyer made an electronic purchase transaction via the Shopee application, where the buyer wanted to buy a used camera for IDR 5,699,000 (five million six hundred and ninety-nine thousand rupiah) at the @KamerakuOriginal ("Seller") shop. with order number: 21113EM7U1RRB ("Order").

On 22 November 2021 the Order was received by the Buyer, but after checking that the Order did not match the sales description listed on Shopee so the Buyer submitted a request for a return of goods and funds via Shopee with reporting number: 211122194806660. On 25 November 2021 Shopee opened a discussion room between the Buyer and Seller ("Disputing Parties") to conduct discussions regarding the problem and Shopee asks the Buyer to upload or attach proof of the goods received by the Buyer and explain the reasons for requesting a return of goods and funds. The reason for requesting a return was explained by the Buyer that an agreement was not reached where the Seller was only willing to return funds to the Buyer amounting to Rp. 5,746 (five thousand seven hundred and forty six rupiah) while the value paid by the Buyer was Rp. 5,747,795,- (five million seven hundred and four twenty-seven thousand seven hundred and ninety-five rupiah). Apart from that, the Buyer also attached video evidence of unboxing and tried the order but it did not work properly as informed by the Seller to the Buyer in the description of the Shopee application sales information.



Picture1. Discussion Room (Discussion) between Sellers, Buyers and Shopee

Next, Shopee checks and reviews the evidence attached by the Buyer, then Shopee agrees to first return the goods to the Seller. Then on December 2 2021 the Seller submitted a problem submission to Shopee on the grounds that the Order returned by the Buyer did not match the product sent by the Seller previously so Shopee then asked the Seller to attach evidence to strengthen the reasons for the submission, but until December 12 2021 the Seller does not attach evidence for his statement that the returned Order is not suitable and is not cooperative in resolving the problem where the Seller does not upload the evidence requested by Shopee.



Picture2. Refund Completed

Furthermore, on December 23 2021, Shopee decided to approve the request for a refund submitted by the Buyer based on the results of investigations and checks on the evidence provided by the Disputing Parties that the Seller's evidence did not support the rejection of the application submitted by the Buyer so that refunds to Buyers will be processed within 1x24 hours via ShopeePay or within 14 (fourteen) days.

The second case was experienced by Aditya Nataprawira as a buyer or consumer ("Buyer"). The chronology of this problem began when on January 14 2023 the Buyer made a purchase in the form of a Complete Yamaha 54P Cylinder Seher Block for IDR 290,000 (two hundred and ninety thousand Rupiah) ("Order") at @MRA79 ("Seller") via the Shopee application with order number 23011BAKR4ST. Then the order was received by the Buyer

on January 15 2023, but it was only checked the next day, namely on January 16 2023 when the Buyer took his motorbike to the workshop to be helped to install the order on the Buyer's motorbike but the order was not precise with the Buyer's motorbike so the Buyer submitted a complaint via Shopee then on January 30 2023 Shopee opened a discussion room between Buyers and Sellers ("Disputing Parties") to hold discussions regarding problems and Shopee asked Buyers to upload or attach proof of goods received by Buyers and explain the reasons for requesting to return goods and funds. The reason for requesting a return is explained by the Buyer that the product is not functioning properly.

In the discussion between the Buyer and Shopee, the Buyer asked whether the funds for the sale of the goods would be disbursed directly to the seller's account. This was a concern for the Buyer because the Buyer's order could not be used. According to Shopee, funds from sales are not immediately disbursed to the seller's account but rather until the guarantee period is over or while waiting for the process of requesting a return of goods and/or funds submitted by the Buyer to be completed. However, it is known that on February 5 2023, the Buyer's order status will automatically be resolved or within the warranty period given by Shopee to the Buyer, it will only be 3 (three) days as stated in the terms of service for the Shopee site or application.

Furthermore, based on the results of the investigation and inspection, it is known that the order received by the Buyer is in accordance with the description and information written by the Seller on the Shopee application and the Buyer cannot attach evidence that states the order is not suitable or evidence that could state that there was an error on the part of the Seller. Therefore, the request for a refund submitted by the Buyer was rejected and the payment funds for the order were transferred to the Seller's account.

3.2 Mediation as a means of resolving disputes outside of court

In the event of a dispute, generally in Indonesia there are terms of deliberation and consensus which involve several community figures such as traditional leaders to help resolve the problem where the results of the settlement can be accepted by all parties. In its development, it became known as mediation.

The legal application of dispute resolution efforts through mediation in Indonesia is known as 2 (two) types of dispute resolution, namely litigation and non-litigation. Litigation is dispute resolution that is resolved through court (in court) while non-litigation is dispute resolution that is resolved outside court (out court). Resolving disputes outside of court tends to be faster and does not require a lot of costs than resolving through court which takes a relatively long time and requires quite a lot of money. Apart from that, decisions made by the court often give rise to feelings of dissatisfaction among the parties or some parties feel like they are the losing party.

This settlement process has led to the emergence of alternative dispute resolution outside of court, including mediation. The process of resolving disputes through mediation has the nature of a win-win solution where the results are taken through deliberation and based on mutual agreement so that the parties feel that no one has been harmed.

The term mediation comes from the Latin "mediare" which means "to be in the middle", this meaning refers to the role of a third party, in this case as a mediator. In carrying out its duties, namely mediating between parties in resolving disputes, apart from that, the meaning of "being in the middle" also means that the mediator must act as a neutral or impartial party in resolving disputes.

Mediation according to Nolan-Haley, namely: "a short term, structured, task oriented, participatory intervention process. Putting parties work with a neutral third party, the mediator, to reach a mutually acceptable agreement". Meanwhile, according to Kovach: "facilitated negotiation. It is process by which a neutral third party, the mediator, assists disputing parties in achieving a mutually satisfactory resolution", and according to the Big Indonesian Dictionary, mediation is the process of involving a third party in the settlement

whose position is only as an advisor and has no authority to make decisions to resolve the dispute.

From the various definitions of mediation described above, it can be concluded that within this definition there are elements which are characteristics of mediation, including:

Mediation is advanced negotiation;

Assisted by a neutral and impartial third party;

Third parties do not have the authority to decide;

The existence of a third party is accepted by the parties;

Aims to help resolve disputes based on a satisfactory agreement.

As a third party who assists in the dispute resolution process, a mediator must be able to carry out his role so that the goals of mediation can be achieved. Apart from that, a mediator has various functions ranging from holding meetings, leading negotiations, taking notes, making agendas, submitting settlement proposals, maintaining orderly negotiations, to helping the parties draw up an agreement. Basically, a mediator must be neutral, which means that a mediator cannot take sides, because the final result of mediation is a mutual agreement between the parties.

In Indonesia, the term mediation has been used since Law Number 30 of 1999 concerning Arbitration and Alternative Dispute Resolution ("UU No. 30/1999") came into force. Mediation as a way of resolving disputes is mentioned in Article 1 point 10 of Law no. 30/1999 that: "Alternative Dispute Resolution is an institution for resolving disputes or differences of opinion through procedures agreed upon by the parties, namely settlement outside of court by means of consultation, negotiation, mediation, conciliation or expert assessment."

The process of implementing out-of-court mediation is regulated in Article 58 and Article 60 of Law Number 48 of 2009 concerning Judicial Power, especially in Chapter XII concerning Out-of-Court Dispute Resolution. Article 58 determines that "efforts to resolve civil disputes can be made outside of court through arbitration or alternative dispute resolution". Meanwhile, Article 60 states that:

Alternative dispute resolution is an institution for resolving disputes or differences of opinion through procedures agreed upon by the parties, namely settlement outside of court by means of consultation, negotiation, mediation, conciliation or expert assessment.

Dispute resolution through alternative dispute resolution as intended in paragraph (1) results are stated in a written agreement.

The written agreement as intended in paragraph (2) is final and binding on the parties to be implemented in good faith.

Furthermore, dispute resolution according to the provisions of Chapter peace by the parties themselves, assistance from other parties (mediation) and/or through authorized institutions, namely through the Consumer Dispute Resolution Agency.

Furthermore, dispute resolution over electronic buying and selling transactions on the marketplace between sellers and buyers is regulated in Article 45 of Law Number 8 of 1999 concerning Consumer Protection which states that consumers who are harmed can sue business actors through the Institution tasked with resolving disputes between consumers and business actors or through courts within the general judiciary. Consumer dispute resolution can be achieved through court or outsidecourt.

3.3 Protection of Consumer Rights in Practice Based on a Legal Perspective Number 8 of 1999 concerning Consumer Protection

When carrying out buying and selling transactions through the Shopee site/application, referring to the provisions of section 12.1 of the Shopee Terms of Service, it states that if the buyer does not receive the ordered goods, receives the order that does not match the description/photo/information, is damaged or defective, the Buyer can submit a request to cancel the order. before the payment money for the buyer's purchase is deposited

in the Shopee Guarantee Account or in the sense that the Buyer's order has not been processed for delivery by the seller.

Furthermore, to be able to protect the Buyer in terms of purchases and payments as regulated in section 10 regarding the Shopee Guarantee where the money for purchasing goods by the Buyer does not immediately go into the accountsellerinstead it passes through the Shopee guarantee account first, which will then be forwarded to the accountsellerif the buyer has confirmed that the goods have been received. However, if the goods are not received or are wrong, causing a dispute, the buyer can contact Shopee via the Resolution Center to be able to request a refund/or funds as regulated in section 15. The Resolution Center is a feature in the Shopee application which is intended for buyers to have discussions with sellers to orders for which you wish to return goods/funds.

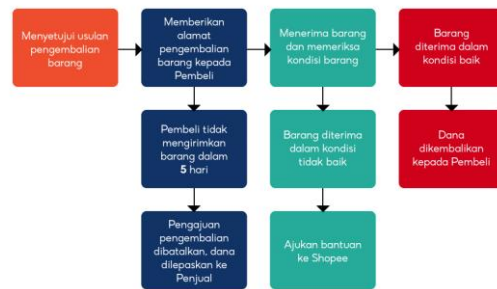
Based on the two cases above, both buyers applied for a return of goods and funds through the Shopee resolution center, namely where in the first case, Buyer Farhan Ardiansyah ("First Buyer") checked the order he received and found that the order did not match the description/information and was damaged and defective. , so that the First Buyer immediately submits an application for returning goods and/or funds which is then immediately processed by Shopee. Meanwhile, in the second case, when Buyer Aditya Nataprawira ("Second Buyer") received the order, it was found that the order sent was in accordance with the seller's description and information, but the order did not match the buyer's needs, so the Second Buyer submitted a complaint which was then directed by Shopee to request a return. goods and/or funds to Shopee which are then processed.

In addition, without prejudice to the provisions in section 4 in conjunction with section 15 of the Terms of Service, Shopee encourages Buyers and/or Sellers ("Users") to communicate with each other if problems occur in a transaction before submitting a request for a refund of money or goods. to Shopee. Because Shopee is just a platform as an intermediary for buyers and sellers to trade. Therefore, buyers must first contact the seller directly via the Shopee site or application for any problems related to the goods purchased before submitting a request for a refund of money or goods to Shopee. If the discussion is not successful, the Buyer can request a refund or vice versasellerYou can request a return of goods and funds via Shopee by following the refund and goods policy on Shopee. Based on this provision, the First Buyer held discussions with the seller, but in this discussion an agreement was not reached between the First Buyer and the seller, so the First Buyer submitted a request to return the goods and funds. Meanwhile, in the second case, the Second Buyer did not have a discussion with the seller first but instead carried out a discussion in the form of a complaint to Shopee.

In the event of a request to return goods and/or funds and through the resolution center, Shopee, within 3 (three) days from the date the return of goods/funds is submitted, the Shopee team will collect the supporting data needed to strengthen the buyer/seller's application. Apart from that, the Shopee team will check and contact sellers/buyers via the discussion forum opened by Shopee and carry out investigations. However, if within 3 (three) days the seller and/or buyer does not respond and provide evidence, then a decision will be taken based on the results of the Shopee Team's investigation and this decision is absolute and cannot be contested.

Based on the first case, the First Buyer uploaded evidence as requested by Shopee and explained his reasons for submitting a request for a return of goods and funds where it was found that there was no agreement between the First Buyer and the seller and the order received by the First Buyer was damaged and did not match the description or information explained by the Seller in the description column in the Shopee application. Based on this, the seller has violated consumer rights as explained in the provisions of Article 4 letter c of Law Number 8 of 1999 concerning Consumer Protection ("UUPK") that consumers have the right to correct, clear, honest information regarding the condition and guarantee of goods and/ or

services. Based on this evidence, Shopee approved the application for returning goods and funds submitted by the First Buyer. Approving the request to return goods does not mean immediately returning the funds to the Buyer. The process is as follows:



Picture3. Flow of returning goods to the seller

After agreeing to return the goods, the seller will be asked to provide the return address to the buyer. Buyers are given 5 (five) calendar days to return the goods. If the buyer does not make delivery within the specified time period, the return request will be canceled and the funds will be released to the Seller. Based on the flow of returning goods and Shopee's directions in the discussion room, the First Buyer again uploaded evidence in the form of a video of the order being repackaged in good condition and sent to the expedition to be returned to the seller's return address. Furthermore, based on the seller's response that the goods returned by the First Buyer do not match the goods ordered first sent to the First Buyer, however this argument cannot be proven by the seller because the seller cannot provide supporting evidence for this claim. So based on this, Shopee decided to return the funds in full to the First Buyer.

Meanwhile, in the second case, the Second Buyer did not include evidence that could state that the order he received was not suitable, but instead stated that the order he received could not be used because it was not suitable and not precise with the Second Buyer's needs. In the process of applying for a refund in the second case, the request was rejected by Shopee because based on the results of checking the evidence and order history that the goods sent by the seller to the Second Buyer were in accordance with the description information included by the seller, this was due to the Second Buyer's negligence in not checking first. Check your needs first before buying goods. So that the seller can be freed from responsibility for losses suffered by the Second Buyer caused by negligence caused by the buyer, as stated in Article 27 UUPK. By not ignoring consumer rights based on Article 4 letter d UUPK where consumers have the right to have their opinions and complaints heard regarding the goods and/or services used, Shopee provides compensation to the Second Buyer in the amount of IDR 100,000 (one hundred thousand rupiah) , this was conveyed by the Second Buyer in consumer media as of February 9, 2023.

Meanwhile, the results of the problem resolution process regarding the process of applying for the return of goods and/or funds can have 3 (three) possible outcomes, namely:

1. Funds will be returned in full or in part to the buyer.
2. The buyer returns the goods and the funds will be refunded in full by the Seller.
3. The application for returning goods or funds is rejected and the Seller accepts payment full.

As based on the results of the investigation and examination by the Shopee team on the evidence attached by the buyer and seller in the two cases above, namely in the first case, the First Buyer received a full refund. Meanwhile, in the second case, the request for a refund was rejected and the seller received full payment and received compensation from Shopee.

Based on the legal perspective of consumer protection regarding settlement mechanisms disputes through mediation carried out by Shopee, namely by providing a Resolution Center feature where sellers and buyers can discuss together to reach the best

agreementconnectionby requesting a return of goods and/or funds.The dispute resolution method used by Shopee is in the form of out-of-court mediation or online settlement.

Protection of consumer rights has been regulated in the provisions of Articles 8 to Article 17 concerning prohibitions for business actors, Article 29 concerning guidance by the Government, Article 30 concerning supervision over the implementation of consumer protection and the application of legislation, and Article 44 concerning education for consumers which aims to increase awareness and caution.

Apart from that, Shopee's policy in resolving disputes between buyers and sellers regarding order cancellation provisions on Shopee is in accordance with the provisions in Article 69 paragraph (1) of Government Regulation Number 80 of 2019 concerning Trading via Electronic Systems that traders are required to provide a minimum period of time. 2 (two) working days for exchange or cancellation of purchases of goods/services from the time they are received by the consumer. Where based on the provisions for Order Cancellation and/or Return of Goods and/or Funds determined by Shopee, Shopee provides the buyer with the opportunity to submit a request for a refund if the goods ordered have not been or are not received by the buyer. This is guaranteed by the guarantee period implemented by Shopee, where the buyer's funds are not directly transferred to the seller's account but are held in the Shopee guarantee account until the dispute or application for returning goods and/or funds is resolved by Shopee.

The process flow for returning goods and/or funds submitted by the buyer will be processed within 3 (three) days by Shopee, where Shopee will contact the buyer and seller to ask for information and several document requirements for Shopee's consideration to help resolve existing disputes.

Dispute resolution through mediation of returning goods and/or funds by Shopee provides several solution options or appropriate decisionswith the results of investigations and checks by the Shopee team on sellers and buyers, as follows:

1. Funds will be returned in full or in part to the Buyer;
2. The Buyer returns the goods to the Seller and the funds will be returned to the Buyer;
3. The Buyer's application for returning goods/funds is rejected and the Seller receives full payment;

The Buyer's refund application is accepted without returning the goods to the Seller and the Seller can appeal and obtain compensation after Shopee returns the funds to the Buyer. This solution option is only intended for sellers selected by Shopee or sellers who have a good sales history or stars during transactions. The compensation received by the Seller is equal to the transaction value or in accordance with the nominal funds received by the Buyer.

4. CONCLUSIONS AND RECOMMENDATIONS

3.1 Conclusion

Legal protection for consumers for resolving disputes through mediation of returning goods and/or funds has been regulated in Article 72 of Government Regulation Number 80 of 2019 concerning Trading via Electronic Systems ("PP PMSE") which states that parties can resolve disputes through court or through a dispute resolution mechanism. others and can be held electronically (online dispute resolution) in accordance with statutory provisions. Apart from that, PP PMSE regulates the provisions for exchange and cancellation of purchases in trading via electronic systems, which states that sellers are obliged to provide a period of at least 2 (two) working days for exchange or cancellation of purchases of goods/services starting from the time they are received by the consumer/buyer. and in Article 71, trade organizers via electronic systems, in this case Shopee, are required to have or provide a mechanism that can ensure a refund of consumer funds if a consumer cancels a purchase.

Legal protection for consumer rights based on the two cases above, in practice legal protection can be resolved through a dispute resolution mechanism for returning goods and/or

funds determined by Shopee. Which has a procedure or SOP so that if you look at the first and second cases it can be seen that the process of applying for the purchase of goods and funds was successful and some were not successful, this is because when submitting evidence for the order claim it was not appropriate in the second case, the Second Buyer was unable to submit evidence which strengthens his reasons for being able to apply for a refund. Based on the evidence and reasons submitted by the two buyers, they are then examined and the results of the examination, Shopee will provide an absolute and irrevocable decision to resolve non-Shopee mall problems, while selected sellers on Shopee can submit an appeal after Shopee has returned the funds to the buyer. Even though in the second case, the request for a return was rejected due to lack of evidence and there was an element of negligence on the part of the consumer himself, Shopee also continues to consider consumer rights as stipulated in the provisions of Article 4 of Law Number 8 of 1999 concerning Consumer Protection. Therefore, in the second case Shopee still provides compensation for losses to the second buyer.

3.2 Suggestion

Based on the conclusions above, it can be recommended that special rules or special policies be immediately created that regulate electronic buying and selling transactions along with provisions and policies for resolving disputes, especially those bridged by the marketplace as a mediator or outside party with the aim of helping buyers and sellers to resolve disputes. and to be able to protect the rights of consumers and sellers in carrying out buying and selling transactions electronically using marketplace applications or sites in Indonesia.

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