

SUMMARY

Ruliani Aida, *Civil Law, Faculty of Law Brawijaya University, October 2017, Responsibilities of Business Persons In The Event of Default of E-Commerce Transactions, In Accordance With Article 19 of The Indonesian Law No. 08 of 1999 Concerning Consumer Protection.* Dr. Sukarmi, S.H., M.H., Dr. Yulianti, S. H., L. LM.

Electronic buying and selling transaction is a business transaction that occurs between individual or entity as a service provider with the user of such goods or services by using information and communication technology either online or in an electronic network such as internet. Although electronic buying and selling transactions are often carried out in daily buying and selling activities, but electronic trading activities are still causing debate in the field of law. There are no clear and specific rules regulate this matter consequently the regulation of electronic transactions are still obscure. This research aims to know, comprehend, and further analyze the principles of liability that shall be applied to businessmen and to provide protection to consumers whose the rights are not fulfilled by businessmen as a result of default.

The method used is normative juridical method, by using approach of legislation and comparison. Technique of research of law material using literature and the technique of analysis of law material are grammatical and theological interpretation.

The result of this research is Contractual liability, shall be applied if the businessmen perform default or has contained raw clause that harm consumers. And product liability shall be applied by using strict liability if the businessmen and consumers are not bound to contractual relation or in unlawful conduct, while professional liability based on law of agreement and tortious act. For the future, in electronic transactions shall not contain exoneration clauses that could harm consumers with sanctions of void by law. Accordingly, the businessmen shall be liable for the loss of consumers through strict liability with the burden of proof to the businessmen not to the consumer. And the evidence points to electronic documents that can be used as valid evidence.

The remedies that can be made in protecting consumer rights as mentioned in Article 4 of Law Number 08 Year 1999 on Consumer Protection, if the consumer suffers losses resulting from the default by businessmen can be given preventive legal efforts in the form of coaching from the government and there should be supervision from the government to the consumer as stipulated in Consumer Protection contained in Article 29 paragraph (1) of Law No. 08 of 1999 on Consumer Protection and Law No. 11 year 2008 regarding Information and Electronic Transactions Article 40 paragraph (2) and repressive remedies such as the settlement of disputes through litigation as stipulated in Article 45 paragraph (1) jo. Article 48 Consumer Protection Law, or non-litigation such as arbitration, mediation and consolidation

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