Journal of Posthumanism
2025
Volume: 5, No: 1, pp. 379–397
ISSN: 2634-3576 (Print) | ISSN 2634-3584 (Online)
posthumanism.co.uk

DOI: https://doi.org/10.63332/joph.v5i1.567

In the Context of Consumer Protection Law, E-Commerce and Its Settlement: Lesson from Indonesia, Malaysia, and European Union

Bambang Sugeng Ariadi Subagyono[1], Agus Satory[2], Bambang Suheryadi[3], Melissa[4], Harika Nova Yeri[5], Kanza Azzahra Lawinta Indiaty[6]

Abstract

This research compares Indonesia's consumer protection and dispute resolution mechanisms with the European Union's, highlighting challenges in implementation and the need for increased public awareness and effective enforcement. It suggests technology as a potential solution. This research utilizes normative juridical methodology, analyzing statutory regulations, jurisprudence, and doctrine to analyze legal rules, concepts, and doctrine, aiming to address legal problems through the systematic procedure of legal research. Indonesia's legal framework for electronic transactions is not yet comprehensive, but the government has implemented measures to protect consumers through the Consumer Protection Law (UUPK) and other regulations. The Electronic Transactions Law (UU ITE) regulates electronic transactions, with a focus on Article 9. Dispute resolution in electronic transactions involves litigation and non-litigation approaches. Alternative dispute resolution methods, such as mediation, are crucial for resolving disputes in Indonesia and other countries. The European Court of Justice (CJEU) has played a significant role in developing consumer protection law in Europe, focusing on free movement of goods, interpretation of secondary law, and fundamental rights.

Keywords: *Consumer Protection, Dispute Settlement, E-Commerce, Consumer.*

Introduction

Consumer protection and consumer rights have become a primary focus in public policy across various countries (Ramsay, 2012). In Indonesia, consumer protection regulations continue to evolve in line with the need to safeguard consumers in an increasingly complex digital era (Barkatullah, 2018). Meanwhile, the European Union (EU) has a well-developed and integrated regulatory framework to protect consumer rights and provide effective dispute resolution pathways (van Gelder, 2022). In Indonesia, although the Consumer Protection Law (UUPK) has been in effect since 1999, challenges in its implementation are still evident, particularly regarding consumer awareness and access to efficient dispute resolution mechanisms. Many consumers are unaware of their rights or are reluctant to pursue legal avenues due to procedures that are perceived as complicated and expensive. On the other hand, the European Union has developed various legal instruments, such as Directive 2013/11/EU on Consumer Dispute

[1] Faculty of Law, Universitas Airlangga, Surabaya, Indonesia, Email: bambang.sas@fh.unair.ac.id
[2] Faculty of Law, Universitas Pakuan Bogor, Bogor, Indonesia
[3] Faculty of Law, Universitas Airlangga, Surabaya, Indonesia
[4] Pengadilan Negeri Lahat, Lahat, Indonesia
[5] Mahkama Agung Republik Indonesia, Jakarta, Indonesia
[6] Faculty of Law, Universitas Airlangga, Surabaya, Indonesia

Resolution, which offers alternative dispute resolution methods outside of court through mediation and arbitration, as well as Regulation (EU) No 524/2013 that facilitates online dispute resolution for consumers and businesses.

In a global context, harmonizing consumer protection has become one of the important agendas, especially in international and digital trade (Azmeh et al., 2020). The European Union has long been a pioneer in developing regulations that protect consumers, both in domestic and cross-border transactions (Egan, 2001). Through a comprehensive approach, the EU has successfully created a single market with high consumer protection standards (de Vries, 2012). For example, the online dispute resolution (ODR) mechanism in the European Union provide consumers with access to resolve their issues quickly and without having to go through the courts (Cortes & Lodder, 2014). This highlights the importance of innovation in providing efficient access to justice for consumers.

On the contrary, although Indonesia has the Consumer Protection Law (UUPK) and the National Consumer Protection Agency (BPKN) as the main institutions responsible for consumer protection, challenges are still very evident in terms of implementation. One of the main challenges faced by Indonesia is the limited legal infrastructure, as well as the lack of consumer awareness regarding their rights. In addition, the existing consumer dispute resolution system, whether through the courts or out of court, is often not sufficiently responsive to the needs of consumers, especially in areas far from economic centers.

In addition, changes in consumption patterns due to the development of digital technology and e-commerce also add complexity to consumer protection (Rosário & Raimundo, 2021). In the European Union, regulations have been updated to respond to technological advancements, for example through the General Data Protection Regulation (GDPR) provides protection for consumers' personal data (Hoofnagle et al., 2019). Protection of privacy has become increasingly crucial in the digital era, where online transactions are vulnerable to data misuse (DeVries, 2003). Meanwhile, in Indonesia, although the Personal Data Protection Bill has been drafted, the implementation and public awareness regarding personal data protection still require further encouragement (Bonneau & Preibusch, 2010).

In addition to the aspect of personal data regulation, consumer protection in the realm of e-commerce has also become an important focus (Niranjanamurthy & Chahar, 2013). In Indonesia, the significant surge in e-commerce users has created both opportunities and challenges for the consumer protection system (Sugianto et al., 2022). Various disputes arise due to product discrepancies, delivery delays, and even fraud. Unfortunately, not all consumers understand the mechanisms for complaints and dispute resolution that are available. Compared to the European Union, which through the Directive on Consumer Rights (2011/83/EU) and related regulations has clearly established consumer rights in digital transactions, including the right to return goods, access to transparent information, and protection from unfair business practices.

From the perspective of dispute resolution, the mechanisms used in the European Union are also more structured (Magiera & Weiß, 2014). The Alternative Dispute Resolution (ADR) and Online Dispute Resolution (ODR) systems implemented by the EU provide consumers with easier and faster access to resolve their issues (Plevri, 2020). Indonesia has introduced the Consumer Dispute Settlement Agency (BPSK) as an alternative to court (Syamsudin, 2021). However, its implementation is still limited and often only effective in certain areas. Equal access to dispute resolution mechanisms is one of the challenges that need to be addressed, so that all layers of society, both in big cities and remote areas, can enjoy the same protection.

In relation to efforts to enhance consumer protection, the participation of all parties involved, including the government, business actors, and the community, becomes very important. In the European Union, in addition to strong regulations, there is supporting infrastructure that encourages the active role of consumers in reporting violations or submitting complaints. For example, the existence of independent bodies like the European Consumer Centres Network (ECC-Net) that provide information and assistance services to consumers facing cross-border issues in EU countries (Twigg-Flesner & Twigg-Flesner, 2012). In contrast, in Indonesia, although the National Consumer Protection Agency (BPKN) exists, not all consumers understand how to access information or report issues related to their rights (Arifin et al., 2021). One of the contributing factors is the low level of legal literacy among the community. Many consumers are unaware that they have certain rights protected by law, or are unsure how to follow up when those rights are violated. This reflects the need for more intensive efforts to raise public awareness through education, both through national campaigns and the provision of easily accessible information services. In addition, there are also challenges faced in the enforcement of consumer protection laws in Indonesia. The capacity of law enforcement agencies and regulators is often limited, both in terms of human resources and technology. In some cases, consumer disputes are not resolved effectively due to overly bureaucratic procedures or a lack of coordination among agencies. On the other hand, in the European Union, the dispute resolution system is more integrated, with various bodies mandated to handle consumer rights violations quickly and efficiently.

The approach used in the European Union to integrate regulations with oversight systems and innovative dispute resolution mechanisms demonstrates that consumer protection relies not only on good regulations but also on the effectiveness of implementation in the field. Therefore, this research will also focus on efforts to improve the implementation of regulations in Indonesia by learning from approaches that have been successful in the EU. The use of technology in monitoring systems and dispute resolution, such as the ODR platform in the European Union, could be one relevant solution for Indonesia in the current digital era. With the increase in cross-border transactions, both through international trade and e-commerce, strengthening consumer protection in Indonesia can no longer be done in a piecemeal manner. There is a need for synergy among countries to create a system that can protect consumers from unfair business practices. Here is where the comparison with the European Union becomes important as one of the best examples in global consumer protection. Thus, the research analyses and identifies the legal comparison between Indonesia and the European Union in the context of consumer protection and the resolution of consumer disputes in electronic transactions, and this comparative study aims to analyze the differences and similarities between consumer protection systems in Indonesia and the European Union, focusing on consumer rights and the dispute resolution mechanisms implemented in both regions.

Methodology

This research covers various forms of legal research. Legal research is a systematic procedure used to discover and analyze legal rules, legal concepts, and legal doctrine to overcome the legal problems faced (Peter Mahmud Marzuki, 2021). The research methodology used in this research is normative juridical which includes analysis of statutory regulations, jurisprudence, and doctrine. The normative juridical approach refers to a method that involves the analysis of primary legal materials, such as theories, conceptions, legal principles, and statutory regulations, which are relevant to the research being conducted. And conceptual methods involve the examination and analysis of emerging perspectives and principles in the scientific legal field.

Through examining legal doctrine, researchers can discover related legal thoughts, concepts, and principles that can be applied to the issues under consideration. The statutory method involves a thorough examination of all statutory regulations relevant to the legal problems being faced (Peter Mahmud Marzuki, 2021).

Results

Legal Regulations In Conducting Electronic Transactions In Indonesia

The legal framework for electronic transactions in Indonesia does not yet have comprehensive legislation. Therefore, the author of this research utilizes the provisions of conventional sales and purchase agreements as outlined in the Civil Code as a reference in electronic transactions (Ashari, 2021). The use of Internet electronic media to form sales and purchase agreements is a continuation of the principles established in the Civil Code (Kantaatmadja, 2002). Online transaction agreements have a legal basis in both traditional commercial practices and civil law relating to buying and selling. The difference lies in the uniqueness of this internet-based agreement, where the role of media and electronic gadgets plays a prominent position. Under the provisions contained in Article 1457 of the Civil Code, buying and selling contains an agreement in which one party has the obligation to transfer ownership rights to an item, while the other party bears the responsibility to obtain compensation for the item that has been agreed upon price (Priyono et al., 2019). The fundamental components of a sales and purchase agreement are the products exchanged and the agreed price. Following the principle of consensualism underlies agreements in the Civil Code, a sale and purchase agreement is formed based on a mutual agreement made by the parties regarding the goods and price at stake. The formation of a legally binding sales and purchase agreement occurs when both parties reach a mutual agreement regarding a particular item and an appropriate price. Article 1458 confirms that the act of buying and selling is considered to be consensual if both parties have agreed on the goods and the price, regardless of whether the goods have been delivered or the price has been paid (Heidrysbang et al., 2018). It can be concluded that simply saying the term "agree" without requiring formal documentation or other concrete evidence already indicates the formation of a legally binding agreement, which has obligations that can be implemented by the parties involved and functions as a governing principle for those parties.

In practical application, the government has implemented steps to protect consumers, especially in the field of online transactions, through UUPK (Consumer Protection Law) and various other laws and regulations. The government has implemented the ITE Law as a policy related to online trading. The protection given to consumers in the context of online trading as regulated in UUPK (Consumer Protection Law) is considered equivalent to the protection given to consumers who carry out direct or conventional transactions. However, the government enacted the ITE Law in 2008. The law regulates electronic transactions, with a special focus on Article 9. This provision stipulates that entities carrying out commercial activities via electronic platforms are obliged to provide accurate and comprehensive details regarding contract terms, manufacturers, and goods offered.

Before the enactment of Law Number 19 of 2016 together with Law Number 11 of 2008 concerning Information and Electronic Transactions, in many aspects of transactions, the common practice was to use conventional transaction systems. For example, buying and selling goods is still carried out directly between the parties involved, without involving electronic means. The general explanation of Law Number 11 of 2008 explains that at that time there was the development of a new law known as cyber law. It is a term used internationally to describe

laws related to the use of information and communications technology. Apart from that, the term telematics law has also emerged, which is the result of the unification of telecommunications law, media law, and informatics law. Some other terms used to refer to this field include information technology law, virtual world law, and digital law.

The Consumer Protection Legal Efforts In Electronic Transaction In Indonesia

Consumer protection encompasses all efforts directed at establishing legal certainty in safeguarding customers, with the objective of achieving consumer protection in Indonesia (Triasih et al., 2021). The Consumer Protection Law positively influences the economic dimensions of the business sector (Koos, 2022). This motivates the business sector to enhance the quality of goods and services, enabling these items to compete effectively in both home and international markets. The Information and Electronic Transactions Law (UU ITE) of Indonesia stipulates that electronic transactions may be governed by electronic contracts. The parties in an electronic contract may choose the governing legislation for dispute resolution (Bahar et al., 2023). If the choice of law is not elucidated, the law grounded in the principles of private international law must apply. This principle also applies to the selection of judicial forums authorised to adjudicate conflicts (Latifiani et al., 2022). The parties involved in an e-commerce transaction may specify in the electronic contract whether the disagreement will be addressed by litigation, arbitration, or other alternative dispute resolution mechanisms. In the absence of a specified forum selection, dispute resolution will adhere to the rules of Private International Law. Dispute resolution may be accomplished via several methods when there are disagreements or conflicts between the parties involved. Failure to achieve an agreement may jeopardise their relationship. Consequently, when confronted with differing opinions or conflicts, the parties consistently seek suitable methods for resolution. Occasionally, such concerns cannot be addressed exclusively at the national level, and if the affected parties pursue legal recourse, their role is confined to assessing the damages incurred. Simultaneously, it is the obligation of the parties engaged in the business to ascertain the reasons of accidents and mistakes that transpire. Conflict resolution may be attained via many techniques when discrepancies or disputes arise between the participating parties. Failure to achieve an agreement may jeopardise their relationship. Consequently, when confronted with differing opinions or conflicts, the parties consistently seek suitable methods for resolution. Occasionally, such issues cannot be resolved exclusively at the national level, and if the affected parties pursue legal recourse, their objective is confined to assessing the damages incurred. Furthermore, it is the obligation of the parties engaged in the activity to establish the reason of accidents and mistakes that arise. The ITE Law in Indonesia acknowledges the potential for establishing electronic contracts that regulate electronic transactions. The parties in this electronic contract may choose the governing law for dispute resolution. In the absence of an agreed-upon choice of law, the governing law will be determined by the rules of private international law. The same principle applies to identifying the judicial venue with jurisdiction over the case.

Efforts To Settle Consumer Disputes In Electronic Transactions In Indonesia

Dispute resolution in electronic transactions may be achieved by litigation and non-litigation methods (Wiratama et al., 2023). Article 45 of the UUPK delineates the provisions for conflict settlement via litigation. It is subsequently reaffirmed in Article 38 and Article 39, paragraph (1) of the ITE Law. The non-litigation conflict resolution rules are outlined in Article 39, paragraph (2) of the ITE Law, which includes arbitration, negotiation, mediation, and conciliation as various modes of dispute settlement. Consumer dispute resolution in Indonesia may be achieved

via many techniques. This encompasses non-litigation methods, excluding courts, as well as litigation methods that include courts. This document provides a comprehensive overview of the strategies used to resolve consumer disputes commonly utilised in Indonesia. The Consumer Dispute Resolution Agency (BPSK) is an organisation empowered to adjudicate conflicts between consumers and commercial entities. BPSK, or the Business Dispute Resolution Institute, is an organisation created to efficiently address issues between customers and businesses. If consumers cannot achieve a consensus via mediation or discussion, they may file a request for dispute resolution to BPSK. Decisions rendered by BPSK possess the utmost legal power and are obligatory for all parties engaged in the dispute. Additionally, the District Court is a specialised judicial entity with the legal authority to resolve conflicts between consumers and commercial enterprises. If mediation or the Consumer problem Resolution Agency (BPSK) fails to resolve the problem, the parties involved may choose to commence legal procedures by presenting their case to the Consumer Court. Consequently, many options are available for resolving consumer disputes in Indonesia, including the Consumer Dispute Resolution Agency (BPSK) and the Consumer Court, contingent upon the efficacy of non-litigious resolutions such as mediation. Method for adjudicating consumer complaints via legal proceedings. Litigation often fosters a lengthy environment of animosity among the parties concerned. Litigation for economic entities or the foreign business sector also has additional ramifications, including disparities in legal frameworks, site selection for cases, deterioration of commercial relationships, and concerns surrounding the enforcement and execution of rulings. Moreover, litigation entails substantial time and financial expenditures, and due to technical factors like the accumulation of cases in court, alternative conflict resolution becomes increasingly vital. Numerous dispute cases in Indonesia and other nations resolved through litigation exhibit several deficiencies, including: 1. Coercing parties into precarious circumstances necessitating legal protection; 2. The potential to disadvantage opposing parties due to exhaustive and systematic investigation; 3. The protracted and costly nature of the dispute resolution process. Alternative Dispute Resolution seeks to settle conflicts or disagreements using mutually agreed-upon methods by the concerned parties. This resolution occurs outside the court's jurisdiction and employs numerous approaches, including consultation, negotiation, mediation, conciliation, or expert evaluation. Several years later, alternative dispute resolution (ADR) was systematically introduced. Judges often mandate the involvement of parties in the proceedings. In court, rules often pertain only to arbitration, particularly where this technique has been stipulated in a contract or has resemblance to the evidence procedures in conventional courts. In some instances, such as malpractice lawsuits, resolution occurs via arbitration, and in certain courts, parties must attempt mediation to settle their disagreements prior to initiating formal legal proceedings. In Indonesia, electronic trading dispute testing is being conducted online, however without comprehensive regulation. The testing process is deemed entirely online when every aspect, from picking a specific institution that offers online Alternative Dispute Resolution (ADR), arbitration agreements, and court processes, to transmitting judgements, is conducted online. Law Number 30 of 1999 about Arbitration and Alternative Dispute settlement permits the use of email in the dispute settlement process, including during the correspondence phase. Article 4, Paragraph (3) of the Law stipulates that in cases where arbitration dispute resolution necessitates the exchange of correspondence, such correspondence may be transmitted through multiple communication methods, including telex, telegram, facsimile, email, or other means, contingent upon the parties' acceptance. In Indonesia, customers may use the Consumer Dispute Resolution Agency (BPSK) when conflicts arise in E-commerce.

Consumer Definitions In The EU: Legal Frameworks And National Variations

The definition of consumer in the law of European Union member states differs across nations (Nessel, 2019). In some nations, the definition of a consumer aligns with the Consumer Rights Directive, whilst in others, it is restricted to natural beings. The European Court of Justice's ruling in "Patrik vs Pinto" asserts that a comprehensive definition of a consumer is illegal and must be confined to a natural person exclusively (Mkrtchian, 2023). Notwithstanding the EU's attempts to harmonise consumer rights legislation, member states continue to adopt disparate interpretations of the notion of consumer. This does not contravene the directive; nonetheless, the law permits member states to broaden the definition of consumer under national legislation to include legal entities and natural individuals not classified as customers under Article 2 (1) of the Directive on consumer rights protection. Under Austrian and Czech law, a legal entity may qualify as a consumer when acquiring a product or utilising a service for non-professional reasons (Selucká, 2010); (Południak-Gierz, 2021); (Lakerbaia, 2014). French legislation classifies both natural and legal people as customers when they engage in non-professional activities, exemplified by real estate companies installing alarm systems at their premises and engaging into contracts for such services (Terryn, 2016); (Sénéchal, 2013); (Giliker, 2005). The consumer rights protection legislation governs the interaction between consumers and traders. Legal documents of the European Union use additional terminology, like company, seller, and service provider, which represent the dominant party in the contract (CarvalhO, 2020); (Kötz, 2017); (Fauvarque-Cosson & Mazeaud, 2009); (Roppo, 2009). The European Court of Justice characterises a trader as any individual or entity, regardless of private or public ownership, engaging in activities pertinent to their trade, business, craft, or profession concerning contracts governed by the Directive (Stuyck, 2015); (Schoenmaekers, 2014); (Jurčová & Novotná, 2013). The European Court of Justice asserts that these qualifications are not complete, and the presence of one or two elements does not automatically classify an individual as a trader. Consequently, an individual in a superior position relative to the customer is seen as a trader. The European Union (EU) seeks to establish a highly competitive social market economy, with consumer protection as one of its goals (Nazzini, 2011). Particular citations for attaining this objective are included in Articles 12, 114(3), and 169(1) of the Treaty on the Functioning of the European Union (TFEU). Article 38 of the Charter of Fundamental Rights of the European Union (CFR) stipulates that Union policy shall provide a high standard of consumer protection. Article 12 of the TFEU establishes the legal foundation for the integration of consumer protection into other EU policies and initiatives. Additional sections provide a legal framework for aligning the legislation of member states to attain a superior standard of consumer protection. The EU has equivalent powers to the member states concerning consumer protection laws and regulations. Article 114(3) TFEU (formerly Article 95 of the EC Treaty; Article 100a of the former EC Treaty) has the most extensive history and serves as the principal foundation for the harmonization of consumer law throughout the EU. Consumer protection inside the EU has evolved as a direct result of the integration of the internal market. The legal framework for consumer protection comprises legislative harmonization via Directives and Regulations (positive harmonization) and the oversight of national consumer laws concerning the free movement of goods and services (harmonizing negative). Consumer protection legislation in Europe is intricately connected to the evolution of the EU internal market (Stuyck, 2000). The regulations in this domain have emerged as a direct result of market integration initiatives, with the primary legal foundation for harmonization being the internal market clauses of the Treaty. The content emphasises the role of consumers as economic agents inside the market. EU consumer legislation is seen important in achieving internal market integration. Access justice,

or Zugangs Gerechtigkeit, is a notion situated between allocative justice, which is libertarian and typical of market law, and the manifestation of social distributive justice, which is obvious in national law (Wrbka, 2014). This term encapsulates the notion that the private law regulations of Europe, formulated by European lawmakers and the Court, aim to enable participants to transcend barriers to engage in the internal market. Access justice serves as a normative baseline, offering direction to EU and national lawmakers to guarantee the inclusion of all consumers and workers inside the EU internal market and society. The harmonization of EU consumer law began in the 1980s and has since decelerated, resulting in the adoption of around twenty new directives and rules (Valant, 2015). In recent years, new standardized regulations have been implemented primarily concerning the EU's Digital Single Market initiative. Current directives underwent a comprehensive evaluation (the "Fitness Check") (Leon, 2018), which determined that the majority of consumer protection directives operate well, and that small modifications are enough to align them with contemporary practices. Nonetheless, several directives possess a wider reach and might be seen to apply horizontally to consumer contracts throughout Europe. In the 1990s and 2000s, the European Commission launched initiatives to achieve more harmonization of private law across Europe. A group of legal scholars, under the auspices of the Commission, performed a comparative analysis of legal systems throughout Europe, culminating in a Draft Common Frame of Reference (DCFR) for European private law. This resulted in a more concentrated legislative proposal for a Common European Sales Law (CESL), which was ultimately withdrawn in 2015. The planned CESL's failure is ascribed to insufficient political will or consensus among member nations about the need of such an instrument. The stagnation of harmonization initiatives in European private law aligns with overarching trends regarding the EU's relationship with its member states, since the EU has seen many crises that have tested its constitutional structure. A further rationale for the diminishing focus on legislative harmonization in European private law is the shift in rule formation from legislation to governance, private regulation, and standardization. In European Union legislation, consumer protection is mostly achieved via an information-centric strategy (Mak, 2022), with the transparency of terms being a fundamental stipulation in the Unfair Contract Terms Directive (Poncibò, 2023). This methodology corresponds with the tenets of neoclassical economic theory, which perceives consumers as rational agents that get optimum efficient results in particular marketplaces depending on the information available to them. European competition law establishes criteria for a fair and competitive market, while consumer protection regulations enable customers to discern which items or services best satisfy their requirements and are of high quality. Recent years have seen scrutiny and reevaluation of the information paradigm in EU consumer legislation, informed by findings from behavioural research. These studies demonstrate that consumer rationality is constrained, indicating that their cognitive capacities do not enable people to make rational judgements as posited in economic models derived from neoclassical theory. Cognitive limits are evident via biases and heuristics, since the brain is predisposed to make conclusions based on assumptions and heuristics when information is too complicated to analyse. Behavioural studies research started later in Europe than in the United States, where it originated. In recent years, scholars in European consumer law have used ideas from behavioural psychology and economics to address regulatory challenges. Experiments have been done to examine consumer behaviour in the EU and the impact of EU consumer legislation. Moreover, the Court of Justice of the European Union (CJEU) has significantly contributed to the evolution of consumer protection legislation in Europe (Howells & Straetmans, 2017). The CJEU has significantly contributed to the evolution of consumer protection law in Europe, emphasising the free movement of products, the interpretation of EU

secondary legislation (notably EU directives), and the impact of basic rights enshrined in the Charter (Trstenjak, 2013). The CJEU's scepticism about national consumer protection measures contrasts with its endorsement of EU secondary legislation aimed at attaining a high degree of consumer protection. The CJEU has enhanced consumer protection, especially via its rulings on the ex officio examination of unfair clauses in consumer contracts. National courts have, in various instances, rendered decisions that clarify the procedures for ex officio evaluation of unjust stipulations within the framework of their respective national procedural laws. The CJEU has rendered many decisions concerning the ramifications of eliminating unjust clauses from consumer contracts (Hulmák, 2022). In the court determined that national law does not permit national courts to modify contracts when they identify unfair conditions in agreements between sellers or suppliers and customers as null and invalid (Beka, 2012). This decision is influenced by the Kásler ruling, which determined that if a contract between a seller or supplier and a consumer cannot persist after the removal of an unfair provision, that provision does not inhibit national law from permitting national courts to rectify its invalidity by substituting it with supplementary provisions of national law (Grozavu, 2016). The court in the Kásler case offered clarification on the implementation of transparency obligations pertinent to significant contract clauses (Article 4(2) UCTD) (Feher, 2019). The court determined that contract provisions must be articulated in clear English, allowing customers to independently evaluate the financial implications of such terms. The court has started to provide advice on the implementation of the substantive fairness standard outlined in Article 3(1) of the UCTD in its jurisprudence. The CJEU increasingly use the Charter of Fundamental Rights (CFR) as the foundation for consumer protection (O'Neill, 2012); (Benöhr, 2013). Article 47 on the efficacy of legal remedies for the enforcement of EU law has emerged as the primary foundation for enhancing consumer protection. In Aziz, the Court determined that the Spanish procedural norm permitting evictions for non-payment of mortgage installments cannot be disregarded where customers have initiated a lawsuit against the mortgage lender to challenge inequitable provisions in the mortgage contract (Sánchez, 2014). The Court has adopted a position of prudence concerning challenges to the legitimacy of EU directives, including the EU's legislative authority to enact laws grounded in internal market principles. Nonetheless, alternative instances are few.

Dispute Resolution In The European Union: A Blend Of Legal And Alternative Solutions

The consumer protection strategy of the European Union has become more significant owing to the BSE crisis and controversies surrounding genetically modified organisms (Ansell & Vogel, 2006). The establishment of the Single European Market (SEM) requires the elimination of obstacles to intra-EU trade in goods and services (Santagostino, 2017), however, disparities in national legislation, institutional frameworks, and policies among member states complicate the provision of consumer protection in cross-border transactions. The integration of national markets is impeded if these issues are not sufficiently resolved (Egan, 2001). The BSE crisis exposed divergent perspectives among member states about risk assessment and the desirability of unified EU food safety rules (Vos, 2000). The fast expansion of cross-border service commerce generates trust concerns when customers purchase services from foreign enterprises. These trends reveal issues in the interaction between member states and the EU's foreign trade strategy. The advent of new technologies, including e-commerce and digital information systems, enhances the potential for creating innovative, cost-effective market supply methods (Santarelli & D'Altri, 2003). These advancements provide new challenges for consumer protection as fundamentally distinct marketing, sales, and distribution systems arise from the

information highway. Innovative IT systems enhance development in commerce outside the EU and emphasise the connections between consumer protection policy and the EU's external trade policy. International organisations may encounter difficulties both inside and outside. Internal conflicts can arise from organisational rules that lack approval or acceptance by its members. The UN advocates for dispute settlement mechanisms to address all conflicts, hence preventing bloodshed. Regional organisations are essential in settling internal regional conflicts by acting as platforms for consultation and venues for negotiation among member states. The European Union, as a regional international organisation, is susceptible to conflicts, whether among member states and the Commission, among member states, or between the EU and non-member nations. The European Union plays a crucial role in the dispute resolution process, marked by substantial progress in its integration. The practice is conducted using legal avenues and other methods, including alternative conflict resolution. The European Union (EU) has implemented mediation mechanisms to address conflicts among member states, akin to Article 33 of the UN Charter. In disputes over food additives, the Commission serves as a mediator, offering many viewpoints and insights to avert conflicts and prevent impasses in settlement efforts. Member states may notify the Commission if their actions are inconsistent with the agreement or internal market regulations. Collaboration between member states and the Commission facilitates the settlement of difficulties. The efficacy of the mediation process relies on the consensus of the concerned parties and the readiness of member states to endorse the proposed settlement. This advancement represents a noteworthy progression in the resolution of conflicts among member nations. The European Ombudsman, founded in 1992, acts as a mediator between people and the European Union administration (Zawadzki, 2020). It receives and examines grievances from people, enterprises, organisations, and individuals with legal residence in Member States. The Ombudsman is chosen by the European Parliament for a five-year term and is tasked with identifying and addressing maladministration within European institutions and other EU entities. Maladministration denotes ineffective or unsuccessful administration, including power abuse, discrimination, and unwarranted delays. Complaints may be made using the electronic complaint form on the European Ombudsman website. Upon discovering an instance of maladministration, the Ombudsman notifies the relevant institution and formulates recommendations. SOLVIT is an online problem-solving system designed to address concerns arising from the misapplication of Internal Market legislation by authorities in member states. It operates throughout each Member State, including Norway, Iceland, and Liechtenstein, and is capable of addressing grievances from individuals and enterprises. SOLVIT is affiliated with the national government and guarantees solutions within a 10-week timeframe. The European Commission orchestrates a network managed by member states, offers data resources, and facilitates the prompt settlement of disputes. Producers or dealers may file actions when grievances occur due to the misapplication of European Community legislation aimed at public bodies. The SOLVIT policy area encompasses access to education, residence permits, voting rights, social security, labour rights, driving licenses, vehicle registration, border control, market access for goods and services, entrepreneurship, public procurement, taxation, and the unrestricted movement of capital or payments. The European Council has underscored the significance of alternative conflict resolution procedures in civil and commercial sectors.

Consumer Dispute Resolution: Comparative between Indonesia and Malaysia

The Consumer Dispute Settlement Agency (CDA) is a consumer justice entity established in every regency and municipality in Indonesia, as specified by Law No. 8 of 1999 on Consumer Protection (Subagyono et al., 2024). This institution is responsible for addressing consumer

disputes outside the public judicial system. The agency consists of representatives from the government, consumers, and business enterprises who are appointed or dismissed by the minister to handle and resolve consumer grievances. If there is a dispute, the CDA can decide if the reports and statements from both sides are true, as well as look at or ask for receipts, invoices, lab test results, or other proof. Their decision is final and binding for everyone involved. The establishment of a CDA is the responsibility of the local government in regions or municipalities, which means that the regional government's budget must provide the necessary funds. Subsequently, the authority of the CDA and its financing have been delegated to the provincial government. Law Number 23 of 2014 in the Republic of Indonesia governs the implementation of consumer protection authorities (Subagyono et al., 2022), but does not suggest the abolition of the CDA at the Regency or Municipal level; it just concerns the funding allocated by the Province. The CDA was created due to a resolution passed by the General Assembly on April 16, 1985, also known as the UN Guidelines on Consumer Protection. The directives emphasize the importance of executing consumer protection measures to benefit all demographic groups, particularly rural populations. Governments should set up or maintain legal and administrative frameworks that let consumers and relevant organizations seek redress through official or informal channels that are quick, fair, cheap, and simple to use. Governments must encourage the equitable, swift, and informal settlement of consumer disputes by all companies and provide voluntary tools, such as advisory services and informal complaint procedures, to assist consumers. Governments must advocate for consumer organizations and pertinent entities, including the media, to execute educational and informational programs, particularly benefiting low-income consumer groups in both rural and urban environments. The CDA is not a judicial entity, and it does not possess a judge or an official authority to implement rulings. It bears similarity to the Small Claims Court, but they are separate bodies. The existing architecture is mostly quasi-judicial, influenced by its predecessor, the defunct Settlement Committee for Regional Labour Disputes. The CDA has two strategic roles based on duty and authority: serving as a process for settling conflicts extrajudicially (alternative dispute resolution) via conciliation, mediation, and arbitration, and enforcing administrative sanctions on the infringing business entity in accordance with the provisions of the Consumer Protection Act.

The e-commerce sector in Malaysia is regulated by various laws and regulations, including the Consumer Protection Act (CPA) 1999 (Act 599) (Rahman, 2020), the Electronic Commerce Act 2006 (ECA) (Kim, 2019), the Personal Data Protection Act 2010 (PDPA) (Sudarwanto & Kharisma, 2022), the Consumer Protection (Electronic Trade Transactions) Regulations 2012 (ETT Regulations) (Atiyah et al., 2024), the Contracts Act 1950 (Jawahitha, 2003), the Sale of Goods Act 1957 (Zeno, 2022), and the Direct Sales and Anti-Pyramid Scheme Act 1993 (Amin & Mohd Nor, 2013). These laws ensure consumer protection by addressing the legal aspects of electronic transactions and e-commerce. The Consumer Protection Act 1999 (CPA) 1999, also known as Act 599, became effective in 2013 after its amendment in 2007 to include internet commerce transactions (Nazari et al., 2023). It prohibits false or misleading representations about product quality or quantity, or inaccurately indicating the costs of goods or services offered. Suppliers may face charges for violating the Act 1999 if they use it in their marketing to attract customers. The Act also forbids drafting consumer terms and conditions that provide an unfair advantage to suppliers or harm the customer, as well as the inclusion of substantively unfair terms and conditions. The Electronic Commerce Act 2006 (ECA) is fundamental in the realm of internet commerce, defining "commercial transactions" as singular or multiple communications of a commercial nature, irrespective of contractual obligations (Wuling et al., 2024). However, the Act lacks measures for facilitating electronic transactions inside a secure

environment, which is crucial for safeguarding e-consumers. The Sale of Products Act 1957 (SOGA) governs contracts for the sale of products in Malaysia, including online transactions.

Malaysian law delineates three categories of sales contracts: commercial sales, consumer sales, and private sales (Mallin et al., 2010). Retail sales involve transactions involving the exchange of goods between a seller and a commercial client for business purposes (B2B), consumer sales contract (B2C) pertains to an agreement between a seller and an individual customer for personal, domestic, or home purposes, and private sales denote transactions between two independent parties in which items are traded (C2C). The Contracts Act 1950 encompasses all forms of communication, including electronic communications, and includes all electronic interactions. Regrettably, this obsolete act has not been amended to align with the requirements of contemporary enterprises. The Act does not mention the legal effects of email or web-based contracts, making it unsuitable for discussing the legality and enforceability of electronic contracts at this point in their development. E-commerce is included under the concept of mail-order sales, as stipulated by the Direct Sales and Anti-Pyramid Scheme Act of 1993, which was amended in 2010. Section 19A of this Act prohibits the sale or proposal of any goods or service using electronic means, except in compliance with this Act and its rules. The Consumer Claims Tribunal Malaysia (TCCM) was established by the Ministry of Domestic Trade and Consumer Affairs in Malaysia under Section 85 of The Consumer Protection Act 1999 (Act 599) (Roslan et al., 2022). Its purpose is to provide a quick, easy, and inexpensive way for customers to get refunds from companies that sold them goods and services. E-consumers will also receive protection from the Tribunal. The Royal Malaysian Police has developed a web-based program that allows the public to verify bank account, phone number, and identity card numbers associated with individuals. This digital repository monitors fraudsters' records, making it beneficial for e-consumers as it provides account numbers, phone numbers, and the precise credit card number of the vendor, reducing the incidence of scams. The website's effectiveness is shown by its visitor count of approximately 13,373,682 on October 1, 2021. The government has established the CCID Scam Response Centre, where victims of online scams can contact the government at the numbers 03-26101599 or 03-26101559 from 8 AM to 8 PM daily. Consumers can submit complaints to KPDNHEP (Ministry of Domestic Trade and Consumer Affairs) via the toll-free number 1-800-886-800, the e-Aduan system on the official website, or by writing to the complaint department at the Ministry. Additionally, the claim can be lodged using the official KPDNHEP WhatsApp, allowing complainants to engage in a live conversation or visit the Consumer Complaint Management Center (CCMC) in person. KPDNKK also has applications available for download from the Google Play Store and Apple App Store. Ez ADU KPDNKK application allows consumers to lodge complaints and articulate grievances. Users can access the app by inputting their identity card or passport number, along with the corresponding duplicate number and passwords. The app can generate a report, review the report details, propose actions, and provide recommendations or inquire using the application. However, the app has received an average rating of just 1.4 stars on the App Store, suggesting that the application may lack convenience for most users.

Consumers can also submit complaints about discontent with telecommunications, telecommunications providers, special service providers, and broadcasters via the MCMC Complaint Portal. E-consumers often have difficulties with postal and courier services, and both sellers and consumers may lack awareness of the appropriate procedures for lodging complaints. To lodge a complaint against a communication service, customers must first reach out to their service provider for support. If the service provider fails to answer, they may go to the second

step of the procedure. To ensure the protection of e-consumers' rights, a robust emphasis must be placed on teaching and enlightening them about the legal protections afforded to them by law. Research has shown that e-consumers are mostly oblivious to the legal safeguards afforded to them by law. Many online consumers have not encountered any stimuli that would compel them to respond in the event of an issue arising post-transaction after their purchase. Some e-consumers are unaware of the appropriate actions to take, while others lack knowledge of the correct channels for reporting their discontent. The issue arises not from a deficiency of complaints but from the public's unawareness of the tribunal in cases related to online transactions. The claimant's obligation to deliver the claim to the negligent seller to get justice is crucial, and if a vendor feigns commitment, pursuing legal recourse in a court of law becomes challenging. The interview data indicates that the e-consumer has a mere 'neutral' awareness of their rights, and given that only a limited number of individuals are now aware of their rights, it cannot be said that the situation is at a "satisfactory" level. The Nielson Global Survey reveals that Malaysia has made significant progress in e-commerce, with Malaysians ranking among the world's most enthusiastic online consumers.

The Electronic Commerce Act 2006 (ECA) in Malaysia protects e-consumers by acknowledging electronic commerce transactions (Nuruddeen et al., 2016). Section 9 provides an overview of electronic signatures in e-commerce transactions. The Consumer Protection Act of 1999 (CPA) safeguards consumers in internet commercial transactions (Zeno, 2022). The Consumer Protection (Electronic Trade Transactions) Regulations 2012 (ETT Regulations) delineate the legal safeguards applicable to e-consumers. The Communications and Multimedia Act 1998 (CMA) now regulates communications and multimedia in Malaysia (Hussein, 2000). The Contracts Act 1950 encompasses contracts executed by electronic methods, acknowledging electronic transactions conducted by customers (Ong, 2004). The Selling of Products Act 1957 regulates the selling of products (Halim et al., 2014). However, none of the laws explicitly includes the online platform, although one may anticipate its inclusion. In addition, two internet customers or shopaholics provided insights into their understanding of the current legislation pertaining to e-consumers. The first respondent agreed that Malaysia would implement legislation to safeguard consumers, particularly those engaging in electronic commerce. The second respondent also provided a blog post detailing her experience with e-commerce sites, including her experience obtaining a refund from Shopee. The Electronic Commerce Act 2006 (ECA) is a crucial legislation in Malaysia that acknowledges the legitimacy of electronic contracts and signatures, potentially safeguarding e-consumers. The Digital Signature Act 1997 governs digital signatures, while the Personal Data Protection Act 2010 (PDPA) governs the use of personal data. The Consumer Protection Act of 1999 (CPA) covers all goods and services sold to consumers, with only online transactions being subject to its application. The Consumer Protection (Electronic Trade Transactions) Regulations 2012 (ETT Regulations) regulate entities that supply goods or services via websites or online marketplaces. The Trade Descriptions Act 2011 (TDA) prohibits false trade descriptions and deceptive statements, actions, or practices related to the delivery of goods or services, including those conducted electronically (Zeno, 2020). The Sale of Commodities Act 1957 (SGA) regulates the sale of commodities in Malaysia, while the Communications and Multimedia Act 1998 (CMA) regulates Malaysia's multimedia and communications sector, including content service providers and website owners. The study found that Malaysia's current legislative framework has less requirements than other nations, demonstrating that consumer safeguards remain inadequate. E-commerce has seen significant growth in recent years, partly attributed to the COVID-19 epidemic (Guthrie et al., 2021). Malaysia needs to concentrate on this industry due to its growing

importance. E-customers require comprehensive legal protection, similar to what traditional consumers enjoy. The overwhelming majority of e-consumers are unaware of their rights and the safeguards afforded to them under Malaysia's legal framework. Establishing distinct regulations specifically for electronic consumers would be beneficial, as the e-commerce sector has expanded significantly, necessitating additional regulation. The singular, special legislation is necessary to regulate e-consumers, as it would facilitate reference and demonstrate that Malaysian laws are evolving with contemporary standards. The e-commerce sector has shown substantial expansion during the COVID-19 epidemic, resulting in a rising population of e-consumers, necessitating adequate protection. Currently, a distinct legislative framework for the protection of e-consumers is essential in Malaysia, as indicated by the authors of E-commerce and Consumer Protection in Malaysia: Advertisement and False Description.

Conclusion

The legal framework for electronic transactions in Indonesia remains incomplete; nonetheless, the use of online electronic media for the formation of sales and buy agreements extends the principles delineated in the Civil Code. The government has enacted measures to safeguard consumers, particularly regarding online transactions, via the Consumer Protection Law (UUPK) and other pertinent laws and regulations. The ITE Law, established in 2008, governs electronic transactions, particularly emphasising Article 9. Consumer protection initiatives seek to provide legislative clarity in safeguarding consumers and enhance the quality of products and services to maintain competitiveness in both local and international markets. The Electronic Transactions Law (UU ITE) let parties to choose the governing law for settling disputes in electronic contracts. Dispute resolution in electronic transactions in Indonesia encompasses several strategies, including litigation and alternative dispute resolution techniques. The ITE Law permits parties to choose the governing law for dispute resolution; in the absence of such agreement, rules of private international law may apply. The Consumer matter Resolution Agency (BPSK) addresses conflicts between customers and businesses, and if mediation or negotiation is unsuccessful, the matter may be escalated to the District Court. If litigation fails, the case may be pursued in the Consumer Court. Litigation may engender animosity, vary between legal systems, and need considerable effort and expenses. Alternative dispute resolution strategies, including mediation, are essential for settling conflicts in Indonesia and other nations. Alternative Dispute Resolution (ADR) is a mechanism for resolving conflicts outside of judicial proceedings, including techniques such as consultation, negotiation, mediation, conciliation, or expert evaluation. In Indonesia, online dispute resolution in electronic trade is now conducted, with the Consumer Dispute Resolution Agency (BPSK) involved in e-commerce issues. The definition of consumer in EU law differs across member states, with several nations restricting it to natural people. The European Court of Justice characterises a trader as any individual or legal entity engaged in activities pertinent to their trade, business, craft, or profession concerning transactions governed by the Directive. The EU seeks to establish a highly competitive social market economy, with consumer protection as a key purpose. The legal framework for consumer protection comprises legislative harmonisation via Directives and Regulations, with national consumer law oversight, grounded on the free movement of goods and services. Access to justice is a notion that integrates allocative justice in market law with social distributive justice in national law. Its objective is to enable consumers and workers to engage in the EU internal market. The harmonisation of EU consumer law began in the 1980s and has since decelerated, resulting in the adoption of around twenty new directives and rules. The European Commission started initiatives for extensive harmonisation throughout the 1990s and 2000s, resulting in a

Draft Common Frame of Reference (DCFR) for European private law and a Common European Sales Law (CESL). Recent research have criticised the information paradigm in EU consumer law, exposing cognitive limits and biases. The Court of Justice of the European Union (CJEU) has been essential in the evolution of consumer protection law in Europe, emphasising the free movement of products, the interpretation of EU secondary legislation, and basic rights. The European Court of Justice (CJEU) has issued opinions about the implications of eliminating unfair clauses from consumer contracts, exemplified by the Kásler case. The court has offered direction about the implementation of transparency mandates and the substantive fairness criterion. The CJEU increasingly utilises the Charter of Fundamental Rights (CFR) as the foundation for consumer protection, with Article 47, concerning the efficacy of legal remedies for the implementation of EU legislation, serving as the primary basis for the enhancement of consumer protection. The EU's consumer protection strategy has gained significance owing to the BSE crisis and controversies surrounding genetically modified organisms. The EU has implemented mediation methods to address conflicts among member states, the European Ombudsman, and SOLVIT. The European Council has underscored the significance of alternative conflict resolution procedures in civil and commercial sectors. The EU's involvement in dispute resolution is crucial for facilitating the integration of national markets and tackling the issues presented by the BSE crisis and the fast expansion of cross-border commerce. Malaysian law categorizes sales contracts into commercial, consumer, and private sales. The Contracts Act 1950 is outdated and does not address electronic contracts. E-commerce is included under mail-order sales, as per the Direct Sales and Anti-Pyramid Scheme Act of 1993. The Consumer Claims Tribunal Malaysia (TCCM) provides a quick and inexpensive way for customers to get refunds. The Royal Malaysian Police has developed a web-based program to verify bank account, phone, and identity card numbers, reducing scams. The government has established the CCID Scam Response Centre for victims. Consumers can submit complaints to KPDNHEP, KPDNKK, and the MCMC Complaint Portal. However, research shows that e-consumers are mostly unaware of legal safeguards and the tribunal's role in online transactions. Malaysia's Electronic Commerce Act 2006 (ECA) and Consumer Protection Act of 1999 (CPA) protect e-consumers through electronic signatures and transactions. However, the current legislative framework is inadequate. The e-commerce sector has grown significantly, necessitating adequate protection.

Acknowledgement

The authors would like to express their gratitude toward Universitas Airlangga.

References

Amin, N., & Mohd Nor, R. (2013). Online shopping in Malaysia: Legal Protection for E-consumers. European Journal of Business and Management, 5(24), 79–86.

Ansell, C., & Vogel, D. (2006). The Contested Governance of European Food Safety Regulation. In What's the Beef? (pp. 3–32). The MIT Press. https://doi.org/10.7551/mitpress/7216.003.0003

Arifin, R., Kambuno, J. A., Waspiah, W., & Latifiani, D. (2021). Protecting the Consumer Rights in the Digital Economic Era: Future Challenges in Indonesia. Jambura Law Review, 3, 135–160.

Ashari, I. (2021). Pengaturan Online Dispute Resolution (ODR) Sebagai Metode Alternatif Penyelesaian Sengketa Bisnis E-Commerce Di Indonesia. Universitas Hasanuddin.

Atiyah, G. A., Ibrahim, A. I., & Jasim, A. A. (2024). Enforcement of smart contracts in cross-jurisdictional transactions. International Journal of Law and Management.

Azmeh, S., Foster, C., & Echavarri, J. (2020). The international trade regime and the quest for free digital

trade. International Studies Review, 22(3), 671–692.
Barkatullah, A. H. (2018). Does self-regulation provide legal protection and security to e-commerce consumers? Electronic Commerce Research and Applications, 30, 94–101.
Beka, A. (2012). Commentary note on Case C-618/10 Banco Español de Crédito SA v Joaquín Calderón Camino, judgment of 14 June 2012. Zeitschrift Für Gemeinschaftsprivatrecht, 9(6), 326–328.
Benöhr, I. (2013). EU consumer law and human rights. OUP Oxford.
Bonneau, J., & Preibusch, S. (2010). The privacy jungle: On the market for data protection in social networks. In Economics of information security and privacy (pp. 121–167). Springer.
CarvalhO, J. C. (2020). Online platforms: concept, role in the conclusion of contracts and current legal framework in Europe. Cuadernos Derecho Transnacional, 12, 863.
Cortes, P., & Lodder, A. R. (2014). Consumer dispute resolution goes online: reflections on the evolution of European law for out-of-court redress. Maastricht Journal of European and Comparative Law, 21(1), 14–38.
de Vries, S. (2012). Consumer protection and the EU Single Market rules–The search for the'paradigm consumer'. Zeitschrift Für Europäisches Unternehmens-Und Verbraucherrecht, 1(4), 228–242.
DeVries, W. T. (2003). Protecting privacy in the digital age. Berkeley Tech. LJ, 18, 283.
Egan, M. (2001). Constructing a European market: standards, regulation, and governance. OUP Oxford.
Fauvarque-Cosson, B., & Mazeaud, D. (2009). European contract law: materials for a common frame of reference: terminology, guiding principles, model rules. Walter de Gruyter.
Feher, M. Z. (2019). From Kasler to Dunai-A Brief Overview of Recent Decisions of the CJEU in Hungarian Cases concerning Unfair Terms in Consumer Contracts. Hungarian YB Int'l L. & Eur. L., 289.
Giliker, P. (2005). Regulating Contracting Behaviour: The Duty to Disclose in English and French Law. European Review of Private Law, 13(5).
Grozavu, M. (2016). The European Court of Justice Jurisprudence in Arpad Kasler vs. OTP Case and Its Interpretation in the Jurisprudence of National Courts. European Journal of Law and Public Administration, 3(1), 61–67.
Guthrie, C., Fosso-Wamba, S., & Arnaud, J. B. (2021). Online consumer resilience during a pandemic: An exploratory study of e-commerce behavior before, during and after a COVID-19 lockdown. Journal of Retailing and Consumer Services, 61, 102570. https://doi.org/https://doi.org/10.1016/j.jretconser.2021.102570
Halim, M. bin A., binti Mohd, K. W., Salleh, M. M. M., Yalawae, A., Omar, T. S. M. N. S., Ahmad, A., binti Ahmad, A. A., & bin Mohd Kashim, M. I. A. (2014). Consumer protection of halal products in Malaysia: a literature highlight. Procedia-Social and Behavioral Sciences, 121, 68–78.
Heidrysbang, F., Amani, S., Hamidah, H., & Fani, A. (2018). Consumer Protection of the Standardised Clause E-Commerce Agreement on the Retail Shopping Site. International Conference of Communication Science Research (ICCSR 2018), 104–106.
Hoofnagle, C. J., Van Der Sloot, B., & Borgesius, F. Z. (2019). The European Union general data protection regulation: what it is and what it means. Information & Communications Technology Law, 28(1), 65–98.
Howells, G., & Straetmans, G. (2017). The interpretive function of the CJEU and the interrelationship of EU and national levels of consumer protection. Perspectives on Federalism, 9(2), E-180.
Hulmák, M. (2022). The consequences of unfair terms in consumer contracts. The Lawyer Quarterly, 12(1).
Hussein, S. M. (2000). The Malaysian Communications and Multimedia Act 1998-Its Implications on the Information Technology (IT) Industry. Information & Communications Technology Law, 9(1), 79–88.
Jawahitha, S. (2003). Electronic Contract in the Malaysian Contracts Act 1950: An Analytical Comparison with the EU Directive on E-Commerce and the US Uniform Computer Information Transaction Act

1999. Business Law Review, 24(4).
Jurčová, M., & Novotná, M. (2013). European Contract Law. Trnavská Univerzita v Trnave, Právnická Fakulta, 100, 6.
Kantaatmadja, M. K. (2002). Pengaturan Kontrak untuk Perdagangan Elektronik (e-Contract). In Cyberlaw: Suatu Pengatar (1st ed.). Elips II.
Kim, H. (2019). Globalization and regulatory change: The interplay of laws and technologies in E-commerce in Southeast Asia. Computer Law & Security Review, 35(5), 105315.
Kötz, H. (2017). European contract law. Oxford University Press.
Lakerbaia, T. (2014). The Right of Withdrawal in European Consumer Protection Law. J. Law, 78.
Magiera, S., & Weiß, W. (2014). Alternative dispute resolution mechanisms in the European Union law. In Alternative dispute resolution in European administrative law (pp. 489–536). Springer.
Mak, V. (2022). Consumer Protection. The Oxford Encylopedia of EU Law [OEEUL].
Mallin, M. L., Asree, S., Koh, A. C., & Hu, M. Y. (2010). Antecedents to managerial trust and sales control in Malaysian salesforce. International Business Review, 19(3), 292–305.
Mkrtchian, J. (2023). Consumer Rights Concept and Historical Review. Law & World, 27, 205.
Nazari, N. N. M., Bakar, E. A., & Arif, A. M. M. (2023). Consumer Protection Against the False Description of Halal in E-Commerce. UUM Journal of Legal Studies, 14(2), 657–675.
Nazzini, R. (2011). The foundations of European Union competition law: The objective and principles of Article 102. Oxford University Press.
Nessel, S. (2019). Consumer policy in 28 EU Member States: An empirical assessment in four dimensions. Journal of Consumer Policy, 42(4), 455–482.
Niranjanamurthy, M., & Chahar, D. (2013). The study of e-commerce security issues and solutions. International Journal of Advanced Research in Computer and Communication Engineering, 2(7), 2885–2895.
Nuruddeen, M., Yusof, Y., & Abdulla, A. B. (2016). Legal framework for e-commerce transactions and consumer protection: A comparative study. Bayero Journal of Private and Commercial Law (BJPCL), 2(2), 41–56.
O'Neill, A. (2012). How the CJEU Uses the Charter of Fundamental Rights. Judicial Review, 17(3), 203–210.
Ong, R. (2004). Consumer Based Electronic Commerce: A Comparative Analysis of the Position in Malaysia and Hong Kong. International Journal of Law and Information Technology, 12(1), 101–122.
Peter Mahmud Marzuki. (2021). Penelitian Hukum (Edisi Revi). Kencana.
Plevri, A. (2020). Alternative Dispute Resolution (ADR) & Online Dispute Resolution (ODR) for EU Consumers: The European and Cypriot Framework. EU Internet Law in the Digital Era: Regulation and Enforcement, 367–392.
Południak-Gierz, K. (2021). Defects of consent in consumer e-commerce from the Polish law perspective (Vol. 50). V&R unipress.
Poncibò, C. (2023). The UCTD 30 Years Later: Identifying and Blacklisting Unfair Terms in Digital Markets. European Review of Contract Law, 19(4), 321–345.
Priyono, E. A., Budiharto, B., & Wulandari, A. H. (2019). Regulations for e-commerce agreement according to ict act and title iii of indonesian civil code. Diponegoro Law Review, 4(1), 76–88.
Rahman, N. R. A. (2020). The rule of Caveat Emptor for e-commerce transaction in Malaysia. Journal of Law and Governance, 3(1), 18–28.
Ramsay, I. (2012). Consumer law and policy: Text and materials on regulating consumer markets. Bloomsbury Publishing.
Roppo, V. (2009). From Consumer Contracts to Asymmetric Contracts: a Trend in European Contract Law?

European Review of Contract Law, 5(3). https://doi.org/10.1515/ERCL.2009.304
Rosário, A., & Raimundo, R. (2021). Consumer marketing strategy and E-commerce in the last decade: a literature review. Journal of Theoretical and Applied Electronic Commerce Research, 16(7), 3003–3024.
Roslan, A. K., Fakrudin, N. S. A. M., Ghani, N. A. A., Saad, H. M., & Ishak, S. (2022). Legal protection of e-consumers in Malaysia. International Journal Of Law, Government And Communication (IJLGC), 7(29).
Sánchez, S. I. (2014). Unfair Terms in Mortgage Loans and Protection of Housing in Times of Economic Crisis: Aziz v. Catalunyacaixa: Case C-415/11, Mohamed Aziz v. Catalunyacaixa, Judgment of the Court of Justice (First Chamber) of 14 March 2013, nyr. Common Market L. Rev., 51, 955.
Santagostino, A. (2017). The Single European Market and Trade Policy. Cambridge Scholars Publishing.
Santarelli, E., & D'Altri, S. (2003). The diffusion of e-commerce among SMEs: Theoretical implications and empirical evidence. Small Business Economics, 21, 273–283.
Schoenmaekers, W. (2014). The notion "consumer" in European private law. Universiteit Gent.
Selucká, M. (2010). Civil Law in the Czech Republic: The Draft Version of the Civil Code and Consumer Protection. European Review of Private Law, 18(1).
Sénéchal, J. (2013). Contract Formation and Non-performance in French Law. In The Law of Obligations in Europe (pp. 343–376). De Gruyter. https://doi.org/10.1515/9783866539839.343
Stuyck, J. (2000). European consumer law after the Treaty of Amsterdam: Consumer policy in or beyond the internal market? Common Market Law Review, 37(2).
Stuyck, J. (2015). The Court of Justice and the unfair commercial practices directive. Common Market Law Review, 52(3).
Subagyono, B. S. A., Chumaida, Z. V., & Romadhona, M. K. (2022). Enforcement of Consumer Rights Through Dispute Settlement Resolution Agency to Improve the Consumer Satisfaction Index In Indonesia. Yuridika, 37(3 SE-Civil Law), 673–696. https://doi.org/10.20473/ydk.v37i3.34943
Subagyono, B. S. A., Romadhona, M. K., Chumaida, Z. V., Suheryadi, B., & Elkhashab, N. S. (2024). Can Indonesia's Laws Keep Up? Protecting Consumer Rights in Digital Transactions. Journal of Law and Legal Reform, 5(3 SE-Articles). https://doi.org/10.15294/jllr.v5i3.4202
Sudarwanto, A. S., & Kharisma, D. B. B. (2022). Comparative study of personal data protection regulations in Indonesia, Hong Kong and Malaysia. Journal of Financial Crime, 29(4), 1443–1457.
Sugianto, F., Sukardi, E., & Michael, T. (2022). Comparison Of Legal Consumer Protection Systems In E-Commerce Transactions To Support Digital Economic Growth In Indonesia. Dalat University Journal of Science, 39–51.
Syamsudin, M. (2021). The Failure of the Court to Protect Consumers: A Review of Consumer Dispute Resolution in Indonesia. Journal of Consumer Policy, 44(1), 117–130.
Terryn, E. (2016). "Consumers, by Definition, Include Us All"... But Not for Every Transaction. Eur. Rev. Private L., 24, 271.
Trstenjak, V. (2013). Procedural Aspects of European Consumer Protection Law and the Case Law of the CJEU from the Perspective of Insurance Law. European Review of Private Law, 21(2).
Twigg-Flesner, C., & Twigg-Flesner, C. (2012). A cross-border-only regulation for consumer transactions in the EU. Springer.
Valant, J. (2015). Consumer protection in the EU. Policy overview. European Parliamentary Research Service.
van Gelder, E. (2022). Consumer online dispute resolution pathways in Europe (Vol. 13). Eleven.
Vos, E. (2000). EU food safety regulation in the aftermath of the BSE crisis. Journal of Consumer Policy, 23(3), 227–255.

Wrbka, S. (2014). European consumer access to justice revisited. Cambridge University Press.
Wuling, Y., Saripan, H., & Mahmood, A. (2024). Civil Liability of E-commerce Platforms as Online Intermediaries: A Comparative Study Between China and Malaysia. Asian Journal of Law and Governance, 6(4), 40–54.
Zawadzki, P. (2020). Origin of the European Ombudsman. Miscellanea Historico-Iuridica, 19(1), 443–459.
Zeno, J. (2020). Digital Entrepreneurs: Legal Obligations Under the Consumer Protection Laws and Regulations in Malaysia. Asian Journal of Entrepreneurship, 1(4), 39–52.
Zeno, J. (2022). Information in Consumer Contracts: Reforming Consumer Protection Law in Malaysia. Asian Journal of Comparative Law, 17(2), 242–267.