

The implementation of good will principle in oline shopping

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Abstract

This study aims to determine the implementation of the principle of good faith in online buying and selling in Regency of Sukoharjo, Province of Central Java, Indonesia and the obstacles and alternatives to solve problems regarding the implementation of the Good Faith Principle in Online Selling and Purchasing in Sukoharjo Regency. The research used an empirical approach that was descriptive, using primary data such as interviews and reviews literature obtained from various statutory provisions in accordance with what is being researched. Analysis of data using interactive analysis, namely the data collected will be analyzed through three stages, namely reducing data, presenting data and drawing conclusions. The results of the study indicated that based on observations and interviews, the implementation of good faith in online buying and selling in Sukoharjo could not run optimally. This is due to a lack of good faith in online buying and selling so that consumers are often disadvantaged, such as the mismatch of goods with the information submitted, or the goods ordered do not match the goods sent. Apart from that, legally, the handling of the case also did not work well because from the police there was no operational funds for handling the case, and the existence of Supreme Court Regulation Number 2 of 2012 sought to resolve it by deliberation or non-litigation. The obstacle in implementing the Good Faith Principle in Online Buying and Selling in Sukoharjo Regency originated from the police. Even though many reports have been submitted, due to limited operational funds, these reports are limited to being received, but not followed up. This has an impact on the Sukoharjo District Court and District Court, which have never received an abundance of cases of violations of good faith in online shopping.

Keywords: good faith, implementation, online buying and selling

1. Introduction

Online or internet-based trading agreement shall be conducted in good will, for all trading process can be smoothly implemented and will not inflict either party involved in this trading agreement. Good will in an agreement have to be constructed since initial phase of agreement, it means that good will is a prerequisite in agreement negotiation, it must be established before the agreement, and during the agreement until the resolution achieved ^[1].

However, behind the easeness of online shopping, it inevitably incurs some problems. Inter-parties dispute is vulnerably occurred because in the implementation of online shopping, the parties are indirectly meet (face to face), but they are online media-connected, so that in some cases, disaccordance is frequently occurred related with the goods ordered by the consumer due to bad will from the online seller in providing detail information on the products, or bad will from consumer who unilaterally cancel the order which will incur lost on the online business actors. In online shopping or electronic transaction, it should be based on good will both from the online seller or buyer. Good will principle, according to Subekti, is one of the most important aspect of agreement law ^[2].

Electronic contract is at least to contain: the parties' identity, the product and specification, electronic transaction prerequisites, price and cost, procedures in cancellation, requirements for the inflicted party's right in product return

and/or replacement if there found latent defect, and legal preference on electronic transaction resolution ^[3]. This principles state that the Parties must implement contract substances on the base of mutual faith or confidence or good will from the involved parties. Good will can be relative from real attitude and behavior from the subject, or can be absolute where the assessment is from just and common sense in objective measure ^[4]. Thus, good will prevails for named or unnamed agreement, both direct (face to face) or indirect, in this online field. Good will is very important in its efforts to maintain transaction continuity, specifically by online media. Psychologically, most prospective buyer feels uncomfortable and safe on his/her first online transaction. It is in accordance with the Article 1338 verse (3) KUHPerdata, in which maintaining that contract must be based on good will.

The problem after the online shopping transparency is the fraud left behind ^[5]. Besides, problems frequently observed in this e-commerce field are the inaccordance of the advertised product, fraud by the seller with premise that the fault is on delivery service provider or even other fraud which inflict loss on the buyer as the consumer, even after the consumer meet his/her obligation, the seller disappear

³ Khotimah, C.A & Chairunnisa, J.C. 2014. *Perlindungan Hukum Bagi Konsumen Dalam Transaksi Jual Beli-Online (E-Commerce)*. Business Law Review. Volume One

⁴ Asro, Kontrak: (3) Asas Hukum Kontrak, <https://asro.wordpress.com/2011/09/26/kontrak-3-asas-hukum-kontrak/>, diakses pada tanggal 8 November 2019 pukul 20.00 WIB,

⁵ Smedinghoff, T. J. (2012). Solving the legal challenges of trustworthy online identity. *Computer Law & Security Review*, 28(5), 532-541.

¹ Subekti, *Pokok-Pokok Hukum Perdata*, Jakarta, Intermasa, 2006, hlm. 5

² Ibd., hlm. 41

and out of contact and the product never delivered. It can be said as default. It particularly inflict the buyer because they expect the good come as advertised ^[6].

In holding online shopping agreement, it is sometime anxiety, lack of faith and uncomfot feels emerged in transaction, because they are not sure whether the seller is trusted or not, afraid on loss and fraud caused by the seller. Other buyer had once face disappointment in online shopping because the product is not as advertised.

Such condition is indeed frequent in its occurrence in online shopping, due to the large amount of online seller fail to provide reliable information on the advertised products so that the buyer feels disappointed on the product acceptance. It shall be the seller has good will by provide information on real condition of the product and provide real picture for the buyer will not be disappointed. Here, there can be observed whether the implementation of online shopping is based on honest or good will by respective party such maintained in KUHPperdata, which is the Article 1320 on prerequisites of agreement, and Article 1338 verse (3) on good will-based agreement. Online shopping development is also in fast growing in Regency of Sukoharjo, Province of Central Java, Indonesia (hereinafter referred as Sukoharjo Regency). By the increasing economical growth, it made residence of Sukoharjo are able to hold increased online transaction. Online shopping in Sukoharjo also vulnerable on such inflicting case. The amount of inflicting online shopping cases shows the lowered good will in online shopping.

Of the abovementioned, the author drawn for further understanding by addressing a law study titled "THE IMPLEMENTATION OF GOOD WILL PRINCIPLE IN ONLINE SHOPPING IN REGENCY OF SUKOHARJO."

2. Research Methods

This study uses empirical approach (law as social, cultural and *das sein facts*), because this study uses primary data derived from field. Type of research in this study is descriptive research ^[7]. This study is held in varied location, both real store serving online shop, the District Police Department, District Attorney of Sukoharjo Regency, State Court of Sukoharjo and One-Stop Service Capital Investment of Sukoharjo Regency.

Type and source of data as secondary data used in this study are primary law materials, including relevant law with this study, which are: the 1945 Constitution of Indonesia; Code of Civil Law (*Burgerlijk Wtboek*); the Acts No. 8/1999 on Consumer Protection, the Acts No. 19/2016 on Electronic Information and Transaction; the Indonesian Government Regulation No. 82/2012 on the Application of Electronic System and Transaction. While the primary data is obtained from interview with the online buyer and seller, and also other relevant parties. Besides, the author also hold literature study on varied science works, documents, prevailing laws and regulations and also results of previous studies in similar topic of good will in online shopping.

Data analysis uses interactive analysis (interactive model of analysis), which is the collected data is analyzed in three steps, they are data reduction, data presentation and

inference. And there also conducted cycle process between the steps so that all data are systematically connected.

3. Discussion

3.1 The Implementation of Good Will in Online Shopping in Sukoharjo Regency

Technological advancement in shopping starts the electronic commerce or e-commerce ^[8]. Onling shopping is unconsciously be an addiction for the online buyer who once satisfactorily served in their transaction, so that there will be transaction repeat in similar site. It is not rare the buyer has curiosity to access other online shopping sites ^[9]. Good will serves important role in an agreement construction, including online agreement. Good will principle becomes important in online agreement because it is basically the consumer shall have adequate information about the advertised product and the online seller shall have good will to provide detail information on the offered products. Good will principle has fundamental role in agreement construction to minimize fraud in online shopping transaction ^[10].

Online shopping can be established between the parties where one party promise to other party to do something for the prerequisite for an agreement such mentioned in KUHPper while the care taken on the use on the agreement in Indonesia for it can be legally implemented. Although the Acts No. 19/2016 on Electronic Information and Transaction (UU ITE) has been applied, but it can't be separated from the amount of problem faced by those who are involved in internet-based or electronic transaction due to they ignorance on UU ITE, so that the buyer or public in general have not been comprehend on how does the systematics of shopping transaction implementation. Internet-based shopping has change the business facade in Indonesia. Public has more space in selecting products (and services) in varied quality and quantity by the use of internet ^[11].

When online-shopping, consumer considers four primary factors. The first is related with the returned product, restituted product, after-market service, which are the factor of dissatisfaction solution; the second is related with delivery period, product delivery pertinence, product wrapping, which are the factor of product delivery; the third is related with product quality, product attributes, product designs, which are the factor of product attribute; and the fourth is related with product price, delivery cost and payment, which are the factor of money ^[12].

Other factors to be the key of e-commerce success in the future is security, a prerequisite increasingly important in global e-commerce field presently. In general, it is believed that good security improves trust and it eventually improves the use of Electronic Commerce (E-Commerce)

⁸Didik M. Arief Mansyurdan Elisatris Gultom. 2009. *CyberLaw-Aspek Hukum Teknologi Informasi*. Bandung: PT Refika Aditama.

⁹ Ari Wahyudi Hertanto, *Pencantuman Batasan Tanggung Jawab Pemilik/Pengelola Situs Dalam Transaksi Jual Beli Secara Online Dan Dampaknya Bagi Konsumen*, *Jurnal Hukum dan Pembangunan* Tahun ke-45 No.1 Januari-Maret 2015

¹⁰Gede Krisna, 2017, *Penerapan Asas Itikad Baik Dalam Perjanjian Jual Beli Online*, *Bisnis Fakultas Hukum Universitas Udayana*

¹¹Dikdik M, Arief Mansur dan Elisatris Gultom, *Cyber Law-Aspek Hukum Teknologi Informasi*, PT Refika Aditama, Bandung 2009, hlm. 144

¹² Chen Hui, 2011. *The Impact Mechanism of Consumer-generated Comments of Shopping Sites on Consumer Trust*, *Journal Of Computers*, Vol. 6, No. 1, January 2011

⁶Novinda Tri Siswandari, *Wanprestasi Dalam Kontrak Pre Order Melalui Layanan Internet*, Tesis, Program Magister Ilmu Hukum Program Pascasarjana Fakultas Hukum Universitas Islam Indonesia, Yogyakarta, 2017, hlm. 12

⁷Saifuddin Azwar, *Metode Penelitian*, (Yogyakarta: Pustaka Pelajar,2009), hlm. 21

[13]. E-commerce has similar principle with legal agreement, that are contract freedom principle, collective agreement principle, good will principle, fairness principle and habitual principle, compensation principle, binding power principle, moral principle and international principle [14].

Security in transaction is absolutely required to secure consumer interest on their personal data including credit card number, password, to avoid fraud from irresponsible parties. It is observed that online shopping in Indonesia has inadequacy of security if compared with abroad's merchants. Information security is an important part of online shopping system [15].

Electronic transaction with standard agreement as the base of buying agreement has potential to inflict consumer's rights because consumer can not abort an agreement if the seller fail to meet the promise [16]. This is the inappropriate product delivered. Even, the paid product is not delivered to the consumer. Taken a guidance on agreement principle, the consumer shall be able to cancel the agreement. The meaning of agree in shopping agreement is the seller offers an object in form of product and the buyer agreed to pay on the product. If the seller offers out-of-agreement product, then the agreement fails. Conversely, if the parties agreed on an agreed-product, then the prerequisite of an agreement has been met and respective party shall enter in an acts to be signed, which made the agreement valid and can be put under the prevailing law for those who are involved (The Explanation of the Acts 1338 KUHPdata) [17].

The implementation of good will is constructed by the right and honest information by the parties under transaction, in such case particular product or services. Service provides information on real condition of the product, no misleading information while the buyer who use or buy the product and or service is obliged to pay as his/her consequence. The infringement of good will in an agreement can be prosecute according to the Acts No. 62 UUPK and it aggravated by the Act No. 45 verse (2) UU ITE. The implementation of good will in online shopping agreement includes all agreement stages, they are pre-agreement, in-agreement and post-agreement stages [18].

The implementation of good will principle is very important in online transaction agreement, or more popular with electronic transaction. Good will principle becomes important in online transaction agreement because it basically consumer must obtain detail information on the offered product with the seller good will in explaining the product. It aims to avoid misunderstanding between the parties which can inflict either party. It can be said that good will principle has fundamental role in an agreement, including in online shopping agreement. By the

implementation of good will by respective party, it is certainly minimize the chance of fraud.

Agreement in online or internet-based transaction must also be based in good will for all transaction process can be well established and not inflicting either party under agreement. Good will in an agreement must be established from the beginning, it means that good will has to be established in agreement negotiation, before agreement and in the implementation to the completion of agreement. The implementation of good will in agreement must be obeyed according to the Acts No. 1337 verse (3) of Civil Code on good will principle, in which stated "An agreement must be in good will."

Good will must be established from pre-contract phase where the parties started to negotiate until the agreement achieved to contract implementation phase. But in fact, good will is hardly to be predicted because good will is an inner situation which can be clearly observed. In conventional transaction, it is easier to know whether the parties have good will. But in online transaction, the seller display the offered product in social media or other online media.

Good will principle is maintained in the Acts No. 1338 of Civil Code "All agreement is made according to the prevailing regulation as legal base for those who involved. The agreement can not be alienated except by both parties consent or due to reasons such regulated in law. Agreement must be in good will." So, from law perspective, good will is an obligatory principle to be met in an agreement.

Online transaction, usually will be started by selling offer, buying proposal and buying or selling acceptance. Previously, there may online offer like through website in internet or social media like facebook, twitter, yahoo messenger or even Blackberry messenger. Transaction through website usually conducted by those who are not know each other. But the transaction through social network like facebook or yahoo messenger is conducted by chatting and they usually know each other or had once in previous transaction. Website-based transaction is when the seller provide catalog with product description.

Shopping by order form is one of the most frequent method in e-commerce. By such method, the merchant provide catalog. Each order stage applied, it is usual that the product is not visualized in form of image, but in form of product description. In order form, product offer session is divided into four parts, they are:

1. Checkbox for customer to select the product
2. Product description
3. Quantity of ordered products
4. Product price

Beside product table to be offered, there also payment method, according to the services provided by the seller, such like by credit card, bank transfer, cheque, etc. In order form filling, the buyer is asked to complete a form containing contact information of buyer. In this part, there a applied a security system, like SSL (Secure Sockets Layer) to protect from fraud. Then, if the legitimate information had sent by the buyer or stated valid, then the seller will send confirmation to the buyer in email.

After all requirements and the buyer had paid and accepted by the seller, the next process is on seller's obligation to prepare the ordered product. If the product is service-based or instruction, then on-time delivery can be conducted. But

¹³ Kim, C., Tao, W., Shin, N., Kim, K.S., 2009, An empirical study of customers' perceptions of security and trust in e-payment systems. *Electronic Commerce Research and Applications*, Volume 9, Issue 1, January 2010, Pages 84-95

¹⁴ Alif, R. (2001). Perspektif Transaksi E-commerce di Era Globalisasi Perdagangan Bebas dalam Hukum Perjanjian di Indonesia. *Jurnal Hukum Internasional*, 5(2).

¹⁵ Paryati, keamanan Sistem Informatika, *Jurnal Teknik Informatika UPN "veteran" Yogyakarta*, Vol. 01, No. 2, Mei 2008, hlm 379

¹⁶ Nurul Fibrianti, Consumer Protection In Elefctronic Transactions, *International Journal of Business, Economics and Law*, Vol. 12, Issue 4 (Law.) ISSN 2289-1552

¹⁷ Ahmadi Miru, *Hukum Kontrak dan Perancangan Kontrak*, PT Raja Grafindo Persada, Jakarta 2007, hlm. 127

¹⁸ Widaningsih, The Implementation of Good Faith Principles in Online Sale and Purchase. *Jurnal Kertha Wicaksana* Volume 13, Nomor 1 2019

it is different if the product is goods.

Product delivery is certainly made in accordance with the catalog provided. Delivery is by expedition or delivery service providers, like Post Indonesia, Tiki Online, JNE, and others. Term of delivery usually displayed in the agreement and generally distance-dependent.

While the parties involved in online transaction are the seller or merchant who offer the product through internet as business actor.

1. Buyer or consumer is everyone who are not prohibited by the law to accept offer from the seller or business actor and have a will to hold product transaction offered by the seller or merchant.
2. Bank as fund transmitter from the buyer or consumer to the seller or merchant, because in electronic transaction, the seller and the buyer are not directly meet due to in separated location so that the payment must be conducted through payment agent.
3. Provider as internet access service provider.

In the Civil Code, there maintained trading agreement (in Article 1475 of Civil Code) and good will principle is maintained in Book III of Civil Code Chapter II in Third Section on the consequences of agreement, that are in the Acts 1338 verse 3 in which stated "An agreement must be in good will." Trading is maintained in Book III Chapter V, started from the Act 1457 of Civil Codes, stating that: "Trading is an agreement on which a party bind him/her self to provide a product, and other party to pay as of the price agreed." Trading/shopping agreement in general can only conducted by seller and buyer in a certain place to hold direct transaction in relation the product under transaction. Direct trading transaction is referred as conventional trading. This conventional trading is actually the safest way in transaction process. But presently, many people preferred more practice transaction process.

Technological advancement is very helpful for public in finding a way in holding trading transaction as they can implement anywhere, anytime. The advancement of technology is admittably helpful in trading transaction.

Based on the abovementioned, according to the result of interview with Mr. "X" as a buyer who said that in holding online agreement, the concerned still have anxiety or less confidence and also uncomfot in holding the transaction, because the concern has not been assured whether the buyer can be trusted or not.

Mr. "X" has also once disappointed in online shopping because the ordered good is not like those advertised online. It has been frequently occurred in online transaction due to adequate information of the product from the seller so that the buyer face disappointment. The seller shall have good will by provide the buyer detail and clear information on the product.

Transaction via internet can not be separated from basic concept of agreement as mentioned in the Article 1313 of Civil Code which stating that "An attitude by which a party or more binding them self to other one or more parties." Online trading transaction is also related with the Acts No. 19/2016 on Electronic Information and Transaction. While the definition of electronic information based on the Article 1 verse (1), there stated that "Electronic information is one or a group of electronic data, including but not limited to writing, sound, images, maps, sketches, photograph, electronic data interchange (EDI), electronic mail, telegram,

telex, telecopy, letters, number, access code, symbol or perforation which are had been processed to have meaning or comprehensible by those who are competent."

The form of agreement in e-commerce transaction in Indonesia can be divided into two categories, they are e-contract with goods and or services as the transaction object, and two, law protection on consumer as the consumer dispute resolution. The process of consumer dispute resolution is implemented if in online transaction, it breaks consumer's rights. The dispute resolution can be applied in court or uninstitutionally^[19].

The meeting of law protection aimed for law certainty in its implementation is related with moral role because it also underlining the good will principle and pacta sunt servanda principle in general contract law system. While the Article 1 verse (2) on electronic information and transaction stated that "Electronic transaction is a legal action conducted by the use of computer, computer network and or other electronic media."

The position of business actor in relation with trading transaction is relatively stronger if compared with the consumer. Such strong position shall be monitored because of the possibility to incur loss on consumer. In its relation with consumer protection in online trading, then it can be provided in form of seller's clear identity notification by mentioning the store type whether personal or corporation, the name of the store, address and domicile, and also the contact person.

Besides, the online seller must have permission from the authorized body to hold the business as it is for trading importance. Additionally, the seller is obliged to mention the Business Registration Number and other relevant documents published by the authorized body.

Product information is very important to be shared to consumer because by this information, the consumer can make a decision whether to enter the transaction or not. One method of information sharing is by representation. Correct representation of a product is very required, because of the cause of loss on consumer is misrepresentation of certain product. Loss on the consumer in Indonesia is caused by misleading advertisement or brochures, while the advertisement or brochure is not always contain real information. By and large, the prohibition on misrepresentation is stated in the Article 9 vese (1) UUPK which stated that the business actor is prohibited to offer false quality, price, usage, guarantee and also prize of product to the consumer.

3.2 Barriers and Alternatif Solution on the Implementation of Good Will Principle in Online Transaction in Sukoharjo Regency

The law on electronic trading must be based on the following principles: interaction participant equality set by the principles, contract freedom, free-resistance commercial activities, product free movement, service and financial in all territory. The parties under transaction can not doubt the reality and binding character on electronic transaction, and also the law protection assurance on the rights of those involved in electronic commerce^[20]. Good will principle in

¹⁹ Niniek Wahyuni, 2018. Consumer Protection In Indonesia On Selling Buy Transaction Through E-Commerce, Journal of International Trade, Logistics and Law, Vol. 4, Num. 1, 2018, 1-8

²⁰ Elena Anatolyevna Kirillova, et.al. 2016. The Principles of the Consumer Right Protection in Electronic Trade: A Comparative Law Analysis

the Article 1338 of Civil Code, stated “All consent is made according to the prevailing regulation as law base for those who establishing it. This consent can be recalled by both parties mutual agreement, or due to reasons such stipulated by the law.”

It stated that “An agreement must be in good will.” From the Article’s perspective, good will is an obligatory principle to be meet by those who are involved. The definition of good will has 2 (two) meanings, they are, in objective meaning, that the agreement must be made to be implemented by taking attention on appropriateness and decency norms, and in subjective meaning, it is the good will which located in inner attitude.

The meaning of the implementation of good will is for the parties in the agreement, there is an obligation not to hold anything that are not make sense, not inflicting both parties or either party. Besides, the good will principles in inner attitude is very required to avoid fraud from either party in an agreement, evenmore in online transaction, where the parties are not directly meet.

In relation with online transaction, Indonesian consumer has their protection in the Acts No. 8/1999 on Consumer Protection (UUPK), that is consumer rights in the Article 4^[21].

From many infringement on good will principle, those related with the inaccordance with the shape or quality of the product are the most frequently infringement occurred. Such infringement is implicitly prohibited according to the Article 8 verse (1) letter f UUPK in which stated that the business actor is prohibited to produce or trade products which are not in accordance with specification which had promised in label, etiquette, leaflet, advertisement or promotion. In such case if the product accepted by the consumer is not in accordance with the online advertisement (as a form of offer), consumer can accuse the online seller in Civil Code on good will principle infringement or fraud in online transaction.

Consumer who is inflicted by online seller who had no good will in the meeting of promise, based on the Article 45 verse (1) UUP can accuse the online seller through authorized body serving seller and buyer transaction dispute or through court in public court (litigation). But based on the Article 45 verse (2), consumer is also provided option to resolve the dispute through non-litigation or out of court. Such dispute resolution can be amicable settlement and through arbitrary body like Badan Penyelesaian Sengketa Konsumen (BPSK). In such way, UUPK facilitate the consumer to submit accusation through BPSK for personal accusation (the consumer or inheritor) while for class action, it can be submitted through public court. If online business actor is not give his/her good will, then it can be entered in those regulated in the Article 62 UUPK, in which stated: Business actor who infringe regulation such mentioned in the Article 8, 9, 10, 13 verse (2), 15, 17 verse (1) letter a, b, c, e, verse (2) and Article 18 can be imprisoned at the longest of 5 (five) years or fine at most of IDR. 2,000,000,000 (two billion rupiah).

Online business actor with no good will in selling his/her product can be verdicted by the provision of the Acts 62

verse (1) UUPK. The legal consequence incurred from the infringement of good will principle can be observed in UU ITE. The Article 28 verse (1) UU ITE stated that everyone who intentionally, or those with no rights to spread fake and misleading information, by which causing consumer loss in electronic transaction.

Good will principle can also said that either party in an agreement, has their respective obligation to provide detail explanation or information which can influence other party in providing agreement. In the Acts No. 19/2016 on Electronic Information and Transaction (UU ITE), it also put obligation to business actor to provide complete and right information. Such obligation is maintained in Article 9. The Article 9 of the Electronic Information and Transaction Acts also explains that the business actor who offer products through electronic system must provide complete and correct information in its relation with contract requirement, producer and product under offer. Then the Article 10 verse (1) UU ITE put obligation to the business actor to be certified by authorized certification body^[22].

Until presently, there are many online business actor who have less understanding on their obligation as business actor. There are many online shop who are not mentioning address as information to consumer and less distinct description on the offered product, so that it has potential to incur loss on consumer.

Of the abovementioned, it is clearly observed that good will is very important and must be comprehend by the parties in holding an agreement, including in online transaction.

Basic principle to protect online consumer rights is the principle to return product bought from internet; rights to complaint on internet buying, admission principle in online contract, effective protection principle, and personal data protection principle. It is necessary to design an efficient structure for justice system, and also the regulation to be established, in the implementation of consumer rights in electronic trading^[23].

The ineffectiveness of the Article 9 of the Acts No. 19/2016 on Electronic Information and Transaction explaining that business actor who offer product through electronic system must provide complete and correct information in its relation with contract requirement, producer and the offered product. It still found in many case that the large amount of online seller are not providing complete information. It is also the Article 10 verse (1) of UU ITE that the business actor who hold electronic transaction must be certified by the authorized body. The implementation of this Article is less effective because there are many business actor who are not certified.

In addition to security factor, limited consumer knowledge on UUPK on consume rights, especially the rights for compensation and/or replacement and/or accepted service which are inaccordance with the advertisement. It influenced by the level of education. Therefore the Acts on consumer protection is become strong legal base for the government and related bodies in effort to empower and

construct public education in Sukoharjo Regency in reminding that it is very important but it is not an easy job to implement if only expecting awareness from the business actor, which basically based on profit gaining with as minimal as capital required. The next factor is informational restriction by consumer, particularly on the offered product and service. It is that consumer right to obtain information or rights to know is the most essential right and the low effort on consumer education empowerment by the government on consumer protection shall be improved.

Based on interview with Kaorbinops Satreskrim Polres Sukoharjo, there are 2 to 3 cases in a day, meaning that in such situation, online transaction still in vulnerable position on fraud. Current information technology becomes a two-tipped sword on the crime occurrence against law.

This effort is conducted by Polres Sukoharjo in socialization to public by providing appeal in Sukoharjo Regency legal territory for public more careful in holding online transaction and not easily persuaded by those who are not reliable.

Repressive effort by Polres Sukoharjo to handle online transaction case is for those who self-admitted or those who submit report via online. But the resolution can not be processed by Police Department if the loss incurred from online transaction is less than IDR 2.500.000. It is such mentioned in Supreme Court Public Notice (SEMA) who published the Regulation of Supreme Court (Perma) No. 2/2012 on Limit Resolution of Lightweight Crime Action (Tipiring) and fine amount in the Crime Code. It is basically that this Perma is objected to resolve appraisal on money value in Tipiring in the Crime Code. In Perma No. 2/2012, it is not only provided dispensation to the authorized judge, but also under 2.5 million-valued crime act which can also be imprisoned.

Further effort to avoid legal infringement on good will principle in online transaction is the implementation of new, more just policies on actions potentially categorized as crime action.

Other effort to be implemented is by providing maximum protection to inflicted consumer. In case of fraud in online transaction, it is usually the victim will accused to obtain material compensation, for the rights to be return back by the actor. Even the victim's right had provided, it doesn't mean that the obligation of crime victim is disobeyed, because through the role of victim and family, it is expected the settlement of crime can be significantly achieved. Having not put legal system below in justice establishment, good will principle by the online seller and buyer can also settled through non litigation, where this method can be taken to provide mor justice to both parties without any pressure from other parties.

The reconciliation effort is by discussion by both parties. In such case, public provided information and ask to comprehend the prevailing values and or norms. The enforcement efforts is by anticipating situation where the discussion is conducted to construct public behavior, so that public will not loss its spirit of Pancasila. The improvement by the law enforcer is a law improvement process in maintaining community values and idealism to be preserved on mutual life principle, that is Pancasila. Such that the essence and role of community can be well maintained.

4. Conclusion

Results of this study stated that based on the results of

observation and interview, the implementation of good will in online shopping in Sukoharjo has been not maximum. It caused by the bad will in online transaction so that the consumer frequently put in inflicted party, like inappropriateness of the product and information provided, and also the product offered and the product delivered. Besides, in legal sector, the settlement of the case has not been effectively processed because the Police Department has not allocating operational fund for such case resolution, and Perma No. 2/2012 prioritize deliberation and non-litigation resolution.

Primary barrier in the implementation of good will principle in online shopping in Sukoharjo Regency is started from the police department. Although many report filled, due to limited operational fund, it results in the reports are only accepted, with no follow up. It gives influence to District Attorney and Distric Court of Sukoharjo which have not been receiving reports on good will infringement in online transaction.

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