

Scams in Buying and Selling Online: Telematics Legal Perspectives

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Abstract. With the rapid development of buying and selling online today, the risk of online fraud is also increasing. The purpose of this study is to know and understand the legal consequences of fraud in online buying and selling contracts in Indonesian positive law. This research is a normative research using statutory, case, conceptual, analytical, and theoretical approaches, and the legal materials used are primary legal materials, secondary legal materials, and tertiary legal materials, and is qualitative research using deductive and inductive methods. The legal consequences of fraud in online buying and selling contracts in Indonesian positive law, namely as stipulated in both ITE laws, give rise to liability for consumer losses in electronic transactions and oblige the injured party to compensate the party who due to his negligence caused the loss. The consequences of online trading fraud have legal consequences not only in the field of ITE law, but also in the field of civil and criminal law.

Keywords: Fraud, Buying and Selling Online, Telematics Law.

1 Introduction

Evil is not a new concept in the history of human civilization. It began with Satan's rebellion against God's command to honour God's creation, man, from the very beginning of man. After this rebellion, Satan promises to continue tempting man until the end of time.[1] The conflict of interest between man and the devil is seen as an embryonic evil arising from feelings of envy, pride, and spite. In its developmental stage, the modus operandi of crime moves forward with the development of human civilization. With the development of society and technology, humans are increasingly utilizing digital technology facilities and interacting more and more with individuals.[2] Almost all economic activities in the world use internet media using electronic systems. One aspect of such economic activity is internet-based transactions, commonly known as transactions through internet media (e-commerce).[3]

The advancement of the internet world has given birth to the modern world commonly known as the internet world. The internet world allows individuals to interact with each other across borders, which takes place through electronic transactions without face-to-face.[4] In Indonesia, the presence of information technology has encouraged the birth of Law No. 11 of 2008 concerning Electronic Information and Transactions and Law No. 19 of 2016 as amended by Law No. 11 of 2008 concerning Electronic Information and Transactions (hereinafter referred to as the ITE Law). It is the first legal umbrella that regulates electronic trading activities and provides legal updates aimed at guaranteeing public interest in legal

certainty for transactions carried out through electronic media. Contracts, as contracts are commonly called, have an important function in public life, especially in the world of trade.[5] In general, a contract will terminate when agreement has been reached on the will of the parties regarding the essential and essential elements of the contract. For example, if there is an agreement on 'goods and prices' in a contract of sale, then that agreement is born; On the contrary, everything that is not agreed upon by the parties must be determined by law.[6]

A contract of sale, especially for the sale of movable goods, is made by agreement and is binding upon the conclusion of the agreement, even if the price has not been paid or the goods have not been delivered.[7] It is emphasized that agreement is created when agreement is reached on the points of the contract, however, some things must be known. Namely, the terms of validity of an agreement as stipulated in Article 1320 BW:

- a) Their binding agreement;
- b) Ability to agree;
- c) A particular subject matter;
- d) A cause that is not forbidden.

These four conditions are commonly referred to as 'lawful agreements, skills, things and causes'. Furthermore, in the developing theories of legal science, the four elements are categorized as follows:[7]

- 1) Two main elements (subjective elements) relating to the subject (the parties) giving rise to the agreement;
- 2) Two other main elements directly related to the subject of the agreement (objective elements).

These conditions must be met by each party at the time of agreement. If any of the conditions are not met, then the agreement is null and void.[8] An example of a fraud case in an online sale and purchase agreement is an incident that occurred in 2020 in New Regency, South Sulawesi. In the chronology of the case, victim F and NBH perpetrators agreed through online media on the transaction of buying and selling Sensi masks uploaded by the perpetrator through the Facebook social media application, after that the perpetrator and victim communicated with each other through the messenger application Negotiations were carried out and the victim and perpetrator agreed on a price of IDR 170,000 / box by ordering 15 boxes of masks at a price of IDR 2.55 million, after that the victim chats again via WhatsApp and the perpetrator sends his account number to the victim. However, after the victim transfers the money in full to the perpetrator according to the price of the goods ordered, when the money reaches the perpetrator, the perpetrator also makes a neat-looking parcel in the form of a box containing used notebooks and baby towels, and the perpetrator withdraws the money that has been transferred amounting to Rp 2.55 million.

After withdrawing Rp. 000, he and his wife went to a delivery shop in Parepare City, but minutes later, the perpetrators blocked the victim's WhatsApp number and Facebook account. For this incident, the victim suffered a loss and reported the incident to the New Police Station. In this case, the police managed to uncover a case of online buying and selling fraud with evidence securing one gold Oppo brand mobile phone, one mobile phone card, neatly arranged documents, books, used baby blankets and Rp. 450,000,000.[9] The second case in February 2016 was found in Sidrap Regency, South Sulawesi, in 2016, the Cybercrime

Sub-Directorate of the Metrojaya Regional Police arrested an online fraud group using fake accounts in several well-known online stores in Indonesia. The group was arrested, the group created fake accounts in online stores such as olx.co.id, kaskus.co.id, bukalapak.com and tokopedia.com.

Fake accounts were created in online stores such as olx.co.id, kaskus.co.id, bukalapak.com and tokopedia.com, under the guise of offering motorcycles, watches, agate, cars, and mobile phones through various fake accounts in these online stores, and committing fraud. The group was eventually arrested by police in a press statement at the Jakarta Metro Police headquarters, according to a statement by the Director of Special Criminal Investigation of the Jakarta Metro Police, Police Chief Commissioner Argo Yuwono. The modus operandi is that after the victim transfers the money, the group immediately takes the money and the item ordered by the victim is not delivered because it basically does not exist. The five suspects are H (34), AS (23), Z (49), R (33) and B (32), all five were arrested in the Sidrap area, South Sulawesi. In addition to the suspects, the police secured a number of evidence that incriminated the suspects, including 14 units of mobile phones, bank accounts, one laptop unit, one unit of Honda CRV cars, one unit of Honda Freed cars and one unit of Yamaha motorcycles, with the total losses of the victims reaching Rp10.1 billion.[10]

Based on the above cases, it is a legal fact that online sales contracts are prone to fraud. Of course, this happens because online sales contract activities do not involve face-to-face meeting activities and sometimes the parties do not know each other so they are vulnerable to fraud, but the example case above shows that it is not subject to Article 1320 BW, which is the legal condition of the contract, namely agreement, competence, a certain thing, forbidden, It is not forbidden, and no cause is lawful. Subject to the absence of lawful cause. Therefore, the application of Article 1320 BW will of course have legal consequences if one party violates it. Namely, the agreement can be sued to be canceled and can become void, which in addition to the civil law consequences above, also has an impact on the consequences of the Fraud Criminal Law and the ITE Law which is being intensively enforced in Indonesia.

Legal problems based on the cases above include legal facts that facilitate fraud in online buying and selling contracts, such as the seller does not deliver the goods for a long time even though the buyer has paid, or the goods do not arrive because there was nothing before, the goods sent to the buyer are damaged or not as promised, the goods are not as promised or not as promised. The goods are not as promised or not as promised. Or not in accordance with the proper form so that it cannot be used by the buyer, and so on, which is a legal issue that often arises in fraudulent online sales contracts. With the legal issues mentioned above, online sales contracts are vulnerable to fraud because they are not carried out in person and the parties may not know each other. As a result, the legal subject of the online sale and purchase contract does not correspond to the agreed object of sale and purchase. This raises the risk of fraud in buying and selling online.

2 Method

The type of research used in this study is 'doctrinal legal research' or 'normative legal research'. [11] Normative jurisprudential research refers to literature jurisprudence research conducted in countries commonly referred to as 'jurisprudence research' or 'legal teaching research'. [12] This research includes a statutory approach, case approach, conceptual approach, analytical approach, and theoretical approach. [13] Types and sources of legal

materials, namely primary legal materials, include legal materials from the Holy Bible and legal materials from various laws and regulations, namely the Constitution of the Republic of Indonesia Year 1945, Law No. 11 the Year 2008 concerning Electronic Information and Transactions, Law No. 11 the Year 2008 concerning Amendments to Law No. 11 the Year 2008 concerning Electronic Information and Transactions, Law No. 19 of 2016 concerning Amendments to Law No. 19 of 2016 concerning Electronic Information and Transactions. Law No. 19 of 2016 concerning Amendments to Law No. 11 of 2008 concerning Electronic Information and Transactions. Government Regulation No. 71 of 2019 concerning the Implementation of Electronic Systems and Electronic Transactions, Secondary legal materials are various references or scientific works in the field of law in the form of law books, legal articles, legal journals, inaugural speeches of professors in the field of law, scientific speeches in the field of law and academic manuscripts in the field of law, legal papers from research groups, and others.

Tertiary sources of law are complementary sources of law, which complement the other two sources, namely primary and secondary sources of law. Tertiary sources of law are general dictionaries, dictionaries of legal terms and dictionaries of legal terms that provide a basis for researchers in the field of law to trace the meaning and meaning of words and texts related to the field of law, and also include encyclopedias. The method of collecting legal materials used in this study is careful observation and tracing of various legal materials as described above, namely tracing primary legal materials, secondary legal materials, and tertiary legal materials. The analysis of legal materials used in this study is a type of qualitative analysis, and qualitative analysis is mainly used in the type of legal research characterized by normative legal research, which obtains data from the literature in the form of legal materials such as primary legal materials, secondary legal materials and tertiary legal materials.[13] The essence of normative legal analysis is to emphasize the deductive method as the main method and the inductive method as an additional work procedure. In normative analysis, library materials are mainly used as research materials.[14]

3 Result and Discussion

3.1 Legal provisions of digital transactions in Indonesia

In the world of the internet, many transactions take place in the legal aspects of business. One of those transactions is trading activity. For this trading activity, a system of trade transactions known as e-commerce takes place in the internet world.[4] In the rapidly developing world of commerce and business, innovative and creative forms and systems of trade began to emerge along with the development of increasingly advanced technology in the field of communication and information media.[15] This form can of course also be understood as a construction of the 'classic' forms of contract that have been commonly used, albeit in a different format. However, the substance remains the same as the modification. E-commerce is basically a modern sales transaction model that applies technological innovations such as the internet as a transaction medium. The will of the parties explicitly stated in the contract becomes the basis for the binding nature of the contract, which can be expressed in various ways, both orally and in writing, and binds the parties with all legal consequences.[16]

Electronic commerce is also a contract of sale, just like traditional sales in general, but e-commerce also contains the principle of consensualism, meaning the agreement of both parties. A deal occurs when there is an offer by the seller and then acceptance by the prospective buyer. This offer and acceptance is the beginning of the agreement between the

parties.[17] One of the advantages of e-commerce is that consumers can get more diverse and detailed information compared to traditional transactions, without having to travel to many locations. However, e-commerce also has its drawbacks. Electronic commerce methods that do not directly connect businesses and consumers, as well as the fact that consumers cannot see directly the goods they order, can cause problems that can harm them.[18] Online buying and selling transactions are easy and fast without having to meet directly with the seller, but buyers cannot see directly the condition of the goods they want to buy. In case of fraud in the transaction or the seller defaults, appropriate sanctions may be imposed. Ensure that consumers have clear legal protections.[19]

O.C. Kaligis argues that: "E-commerce contracts made without meeting in person are also legally valid and give rise to rights and obligations for both parties." According to the author's analysis, the e-commerce sale and purchase contract is not made directly and the parties may not know each other. Therefore, the legal subject of the e-commerce sale and purchase contract does not fulfil and the object agreed in the sale and purchase does not meet, but a contract made without meeting directly is valid if the contract meets the conditions for the validity of the 1320 BW contract and the provisions stipulated in the ITE Law with PP Number 71 of 2019, the contract is not prohibited by law, is not contrary to decency or public order, it is lawful and gives rise to rights and obligations for both parties, as long as it does not violate public order and decency. However, if there is an element of fraud in the online buying and selling contract, legal consequences will arise both in terms of criminal law and civil law. The author's opinion above is also strengthened by the laws and regulations stipulated in Article 46 PP No. 71 of 2019, which states:

1. 'Electronic transactions may be executed under an electronic contract or other form of contract as a form of agreement of the parties;
2. An electronic contract is considered valid if:
 - a. there is agreement of the parties; and
 - b. carried out by an authorized legal entity or authorized representative in accordance with the provisions of laws and regulations; and
 - c. there are certain things; and
 - d. the purpose of the transaction is not contrary to law, decency or public order."

On the one hand, Article 18(1) of the ITE Law states that "On the other hand, Article 18(1) of the ITE Law stipulates that "electronic transactions set forth in an electronic contract are binding on the parties". Law No. 11 of 2008 concerning Electronic Information and Transactions and Law No. 19 of 2016 concerning Amendments to Law No. 11 of 2008 concerning Electronic Information and Transactions. Law No. 19 of 2016 concerning Amendments to Law No. 11 of 2008 concerning Electronic Information and Electronic Transactions, also known as the ITE Law, is a fairly new law, the ITE Law does not specifically regulate the rights and obligations of producers and consumers of electronic commerce, but rather focuses on users and internet service providers in general. Internet users and internet service providers in general, but more focused on providing legal certainty and legal protection. Nevertheless, the ITE Law can still be used as one of the main legal sources for e-commerce in Indonesia.[20]

The use of information technology and the use of the internet as electronic transactions must be carried out in accordance with Article 3 of the ITE Law.[21] Article 3 of the ITE Law states that: "The use of information technology and electronic commerce must be based on the principles of legal certainty, benefits, prudence, good faith, freedom of choice of technology or technological neutrality." With the development of trading carried out online, of course, there are legal consequences that arise, one of which relates to violations of the principle of good faith by the contracting parties. The consequences of the existence of bad faith in online trading contracts are relevant to fraud cases because parties with bad faith can not only be prosecuted in civil law but can also be brought into the realm of criminal law. Electronic agent operators must observe the principles of Article 39(1) of the Government Regulations.[22]

Article 39(1) of Government Regulation No. 71 of 2019 concerning the Implementation of Electronic Systems and Transactions (PP PSTE) regulates:

- a) Discretion;
- b) Security and integration of information technology systems; and
- c) Security management of electronic trading activities;
- d) Cost effectiveness and efficiency;
- e) Responsibilities of the organizer of the electronic transaction;
- f) Consumer protection in accordance with the provisions of laws and regulations.

As stipulated in Article 15 of the ITE Law, entities that implement or maintain electronic systems are obliged to:

- (1) 'Every electronic system operator shall operate the electronic system reliably and securely and be responsible for the proper implementation of the electronic system;
- (2) The operator of the electronic system is responsible for the operation of its electronic system;
- (3) The provisions in paragraph (2) shall not apply if force majeure, negligence, or error on the part of the user of the electronic system is proven."

Against users who use forums and websites to provide false information and buy goods by lying and piling lies on each other In this case, it means committing a criminal act of fraud and violating the provisions of Article 28 paragraph (1) of the ITE Law: "Everyone intentionally and without rights spreads false and misleading news that results in consumer losses in electronic transactions."

Article 45 paragraphs 1 and 2 of the Government Regulation of the Republic of Indonesia No. 71 of 2019 concerning the Implementation of Electronic Systems and Transactions stipulates that:

- (1) Electronic transactions conducted by the parties have legal consequences for the parties.
- (2) The conduct of electronic transactions carried out by the parties shall be carried out by:
 - a. good faith;

- b. precautionary principle;
- c. transparency;
- d. accountability; and
- e. impartiality.

According to the author's analysis, to anticipate, optimize and regulate the occurrence of legal problems that often arise in online buying and selling, especially fraud problems, organizers and consumers are obliged to comply with the rules of the ITE Law, especially those contained in Article 45 paragraph (2) of PP No. 71 of 2019, and especially in online buying and selling transactions. The obligation to pay attention to the principles of good faith and prudence in online buying and selling contracts makes online buying and selling contracts not too vulnerable to fraud. This is because if one party does not have good faith, then the legal consequences are likely to cause default and fraud. The author's opinion above is also reinforced by Article 17 of the ITE Law:

- (1) Electronic commerce can be done in the public or private domain.
- (2) Parties conducting electronic transactions as referred to in paragraph (1) must exchange electronic information and/or electronic documents in good faith in conducting their transactions.
- (3) Further provisions regarding the implementation of electronic transactions as referred to in paragraph (1) shall be regulated by Government Regulation.

Electronic transactions are regulated in articles 17 to 22 of the ITE Law. Electronic transaction fraud is not explicitly mentioned in the ITE Law. However, perpetrators can be subject to the provisions of Article 28 (1), which states that "any person who intentionally and without rights spreads false and misleading news in electronic transactions that result in consumer losses may be punished with a maximum imprisonment of six years and/or a maximum fine of Rp1 million." Evidence for the purposes of investigation, prosecution, and examination in court hearings based on the provisions of this Law is evidence as referred to in the provisions of laws and regulations and other evidence in the form of electronic information and/or electronic documents.[23]

3.2 The relevance of the case to electronic transactions based on legal perspective

The elements of fraud are regulated in Article 28(1) of the ITE Law as follows: "Everyone intentionally and without rights spreads false and misleading news that results in consumer losses in electronic transactions. According to the author's analysis, the objective element of Article 28 paragraph (1) of the ITE Law is the act of spreading and causing consumer losses in electronic transactions. While the subjective element of Article 28 paragraph (1) of the ITE Law is intentionally and without rights (against the law). On the other hand, with regard to Article 28 paragraph (1) of the ITE Law mentioned above, the criminal provisions are regulated in Article 45A paragraph (1) as follows: "Any person who fulfills the elements as referred to in Article 28 paragraph (1) or paragraph (2) shall be sentenced to a maximum imprisonment of 6 (six) years and/or a maximum fine of Rp1,000,000,000.00 (one billion rupiah).

According to the author's analysis, although the issue of sales contracts through electronic transactions already has legal certainty, as is known, regulations regarding electronic transactions are mainly based on Law No. 11 of 2008 concerning Electronic Information and Transactions and Law No. 19 of 2016 concerning Amendments to Law No. 11 and PP No. 71 of 2019 concerning the Implementation of Electronic Systems and Electronic Transactions, But even though there are these legal arrangements, the fact in the community is that there is still fraud in buying and selling online. This is because law enforcement has not been able to implement these legal arrangements adequately and has not been able to anticipate, optimize and contain the occurrence of legal problems that often arise in online buying and selling. The author revealed this on the basis of legal problems in buying and selling online which is still prone to fraud.

The first case of fraud in an online sale and purchase agreement occurred in 2020 in New Province, South Sulawesi, and the chronology of the case shows that victim F and NBH perpetrators made Sensimask buying and selling transactions uploaded by the perpetrator through the Facebook social media application. The victim and the perpetrator agreed through online media at a price of IDR 170,000 / box, then the perpetrator and victim began to negotiate with each other through the messenger application, The victim and the perpetrator agreed to a price of IDR 170,000 / box and ordered 15 boxes of masks at a price of IDR 2,550,000,-, then the victim again communicated via WhatsApp and the perpetrator sent the account number to the victim. However, after the victim transfers a full amount of money to the perpetrator according to the price of the goods ordered, when the money reaches the perpetrator, the perpetrator also makes a parcel in the form of a box containing used notebooks and baby towels with a neat appearance, and the perpetrator withdraws the money that has been transferred in the amount of Rp 2,550,000,-. For this incident, the victim suffered a loss and reported the incident to the New Regency Police. The police succeeded in uncovering a case of fraudulent online buying and selling contracts with evidence of one gold Oppo brand mobile phone, one mobile phone card, neatly arranged doses, books, used baby blankets and Rp. 450,000 based on evidence secured amounting to Rp. 450,000, - evidence, witnesses and perpetrators. Based on these legal facts, the perpetrator was processed legally on suspicion of fulfilling the fraud elements of Article 45A (1) of the Electronic Transaction Information Law (ITE Law) with a maximum penalty of imprisonment of 6 years and/or a maximum fine of IDR 1,000,000.00 (one billion rupiah). 000,000,000.00 (one billion rupiah), and four years imprisonment based on Article 378 of the Criminal Code on Fraud.[9]

According to the author's analysis, based on the case above, online sale and purchase agreements are still proven to be vulnerable to fraud, as in the case above found in New Province, South Sulawesi in 2020. Based on the course of the case, victim F and the NBH perpetrator made an agreement through online social media to buy and sell Sensi masks uploaded by the perpetrator through the Facebook social media application, and the victim also ordered the mask. The victim transfers the money in full to the perpetrator, but after the money reaches the perpetrator, the perpetrator makes a parcel in the form of a box containing used baby notes and towels, and with a neat appearance, the perpetrator withdraws the transferred money in the amount of RUR 2,550. After withdrawing RUR 1,000, he and his wife went to a delivery shop in Parepare, but within minutes, the perpetrator blocked the victim's WhatsApp number and Facebook account. In this case, the victim suffered a loss and reported the incident to the New Police Station. In this case, the police succeeded in uncovering a case of fraudulent online buying and selling contracts with evidence of one gold Oppo brand mobile phone, one mobile phone card, neatly arranged documents, books, used

baby blankets, and money amounting to Rp 450,000, - with details of evidence; money of IDR 450,000, - evidence, witnesses, Based on these legal facts, the perpetrator is prosecuted for allegedly fulfilling the fraud elements of Article 45A (1) of the Electronic Transaction Information Law (ITE Law) with a maximum penalty of imprisonment of 6 (six) years and/or a maximum fine of IDR 1,000,000,000.00 (one billion rupiah). 000,000,000.00 (one billion rupiah), and subject to Article 378 of the Criminal Code concerning Fraud with a maximum penalty of imprisonment of 4 (four) years.

According to the author's analysis, based on the case that occurred in New Regency, namely the case of online buying and selling fraud through social media chat facebook and whatsapp, namely online buying and selling fraud that is not one of the e-commerce companies, the risk of fraud that occurs is so great that in the case of New Regency the legal problems that arise are sellers and buyers making buying and selling transactions online, The perpetrator and the victim also agree on the goods and price, but when the seller orders the buyer to send money, when the money reaches the perpetrator, the perpetrator does not use it, as the buyer Sending goods is not in accordance with the agreed contents, in this case the New Regency Police Department, based on evidence, witnesses and legal facts, the perpetrator is charged with alleged elements of fraud Article 45A paragraph (1) of the Electronic Transaction Information Law (ITE Law) with a maximum criminal threat of 6 (six) years and/or a maximum fine of Rp. 1,000,000.00 (one million rupiah). 1,000,000.00 (one billion rupiah) and four (4) years imprisonment based on Article 378 of the Criminal Code on Fraud.

The second case was found around February 2016 in Sidrap, South Sulawesi, the Cybercrime Sub-Directorate of the Metro Jaya Regional Police arrested an online fraud group using fake accounts from several well-known online shops in Indonesia. The group created fake accounts for online stores including olx.co.id, kaskus.co.id, kaskus.co.id, olx.co.id, and kaskus.co.id. Fake accounts were created for online stores including olx.co.id, kaskus.co.id, bukalapak.com and tokopedia.com in the name of offering motorcycles, watches, agate, cars, and mobile phones through fake accounts in online stores, and fraudsters The group was eventually arrested by police in a press statement at Polda Metro Jaya headquarters, according to a statement from the Special Crime Director of Polda Metro Jaya, according to a statement by the Special Crime Director of Polda Metro Jaya, Police Chief Commissioner Argo Yuwono. The modus operandi is that after the victim transfers the money, the group immediately takes the money and the item ordered by the victim is not delivered because it basically does not exist. The five people arrested were H (34), AS (23), Z (49), R (33) and B (32), all five were arrested in the Sidrap area, South Sulawesi. In addition to the suspects, the police secured a number of incriminating evidence, including 14 units of mobile phones, 32 bank accounts, one laptop unit, one unit of Honda CRV cars, one unit of Honda Freed cars and one unit of Yamaha motorcycles, so that the total loss of victims reached Rp 10.1 billion, Based on these legal facts, as a result of their actions, the perpetrators were charged with allegedly fulfilling the elements of fraud Article 28 paragraph (1) of Law No. 11 of 2008 concerning Information and Transactions Electronic, juncto Article 378 of the Criminal Code on Fraud, charged with the Money Laundering Act (TPPU), with a maximum penalty of fifteen (15) years feared to be imprisoned. The use of some of these articles is intended to cause a deterrent effect. This is because, in addition to material losses from victims, there are non-material losses in the form of loss of trust in the company thereby reducing customer trust.[10]

According to the author's analysis, the case that occurred in Sidrap Regency, South Sulawesi, was online using fake accounts from several well-known online stores in Indonesia, including

olx.co.id, kaskus.co.id, bukalapak.com, and tokopedia.com Based on cases of fraudulent buying and selling through these stores. Based on cases of buying and selling fraud through these stores, this group uses fake accounts of well-known online stores in Indonesia, but does not have a well-structured system to prevent fraud, because these fake accounts certainly tend to be unsafe from fraud, considering that this group is not one of the ecommerce companies, namely creating fake accounts on behalf of online buying and selling sites that are not one of them. Therefore, the risk of fraud occurring is very high, and the use of fake accounts in large Indonesian e-commerce companies and large marketplaces has led to a loss of public trust due to these fake accounts, although basically large marketplaces are not very vulnerable to fraud. In this case, based on evidence, witnesses, and legal facts, the perpetrators were charged with the Money Laundering Act (TPPU) juncto Article 378 of the Criminal Code on Fraud, because it is suspected of having fulfilled the elements of fraud in accordance with Article 28 paragraph (1) of Law Number 11 of 2008 concerning Electronic Information and Transactions, with the threat of a minimum prison sentence of 15 years. The following is a list of the most serious fraud cases. The use of some of these articles is intended to cause a deterrent effect. Because, in addition to material losses suffered by victims, non-material losses in the form of damage to the company's reputation, thereby reducing customer trust.

Fraud cases that have been rife lately seem to make people feel unsafe. The reason is, fraudulent activities use various techniques, one of which is online trading fraud that is rife and more common in the internet world. Fraudsters no longer seem to fear punishment or criminal involvement once they have been convicted of fraudulent offences. Indeed, online buying and selling scams are getting more sophisticated, to the point that there is no evidence left.[24] According to the authors' analysis, online buying and selling agreements involving electronic transactions are still vulnerable to fraud, as legal issues often arise because there are no face-to-face transactions. That is, it could be that the seller does not ship the goods for a long time or the goods do not arrive, even though the buyer has paid. Looking at the legal problems described above, if the buyer experiences losses, then naturally the seller can be held liable both criminally (imprisonment) and fines per the ITE law regulations for problems caused by online fraud, in the form of liability for buyer losses. The process of implementing online sales transactions (e-commerce) involves several stages, as follows:[25]

1. The seller or business owner makes an offer through the website on the internet;
2. Acceptance, made in response to an offer;
3. Payment is made directly or indirectly;
4. Delivery, the process that occurs after the seller pays for the goods offered to the buyer, in which case the buyer is entitled to receive the goods.

4 Conclusion

From the description of the results and considerations above, the legal consequences of fraud in online buying and selling contracts in Indonesian positive law, namely creating liability for consumer losses in transactions against consumer losses, make people who due to their negligence cause such losses are responsible for indemnifying these losses. The consequences of online buying and selling fraud not only cause legal consequences but also enter the realm of civil and criminal law. Therefore, the author recommends that online buying and selling business actors must ensure that operators and consumers are really honest in conducting

online buying and selling transactions, and pay attention to the principles of good faith, prudence, transparency, accountability, and fairness in conducting online buying and selling transactions, as well as the delivery of goods and the delivery of money by buyers require the principle of prudence to anticipate, optimize and control the occurrence of elements of fraud. Especially for the general public, large online commerce companies (e-commerce) in Indonesia and large companies Online commerce on Facebook, Messenger, Telegram, WhatsApp, Instagram, Twitter, forums, and so on, tends to be safer, because they have well-developed systems to prevent fraud. The risk of fraud is very high.

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