

## Comparative Regulation of E-Commerce Contracts and Consumer Protection in Indonesia and Thailand

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### Article history:

Received in revised form: 26 January 2026

Acceptance date: 13 February 2026

Available online: 21 February 2026

### Keywords:

Online Buying and Selling; E-commerce;  
Contract Law; Consumer Protection;  
Dispute Resolution.

### How to Cite:

Pebriani, R., & Nurhilmiyah. (2026). Comparative Regulation of E-Commerce Contracts and Consumer Protection in Indonesia and Thailand. *Al-Risalah Jurnal Ilmu Syariah Dan Hukum*.

<https://doi.org/10.24252/al-risalah.vi.64997>

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### Abstract

The development of electronic commerce (e-commerce) has significantly changed the pattern of buying and selling transactions and has given rise to complex legal implications, particularly regarding the validity of agreements, consumer protection, and dispute resolution mechanisms. This article aims to analyze and compare the legal regulations for online buying and selling in Indonesia and Thailand, as well as to examine efforts to resolve legal issues arising in e-commerce transaction practices in both countries. This research uses a normative legal research method with a statutory and comparative approach. Data were obtained through a literature review of relevant laws and regulations, legal doctrines, and scientific literature. The results of the study indicate that online buying and selling transactions in Indonesia and Thailand are both recognized as valid legal acts as long as they meet the requirements for valid agreements and electronic contract provisions. Indonesia regulates e-commerce through specific sectoral regulations, namely the Electronic Information and Transactions Law and Government Regulation Number 80 of 2019 concerning Commerce Through Electronic Systems, while Thailand integrates e-commerce regulations into the Civil and Commercial Code, the Electronic Transactions Act, and the Consumer Protection Act with a strong emphasis on consumer protection. In dispute resolution, both countries prioritize non-litigation mechanisms, but differ in the role of dominant actors. Indonesia emphasizes the role of e-commerce platforms and the Financial and Transaction Supervisory Agency (BPSK), while Thailand demonstrates more active state involvement. From an Islamic legal perspective, online buying and selling is, in principle, permitted as long as it meets the pillars and conditions of sale and is free from elements of usury, gharar, and fraud. This study emphasizes the importance of strengthening regulations, effective implementation, and increasing digital legal literacy to ensure legal certainty and consumer protection in e-commerce transactions.

## INTRODUCTION

The development of information and communication technology, accompanied by massive internet penetration, has brought fundamental changes in various aspects of social and economic life, including consumption patterns and trade activities.<sup>1</sup> The internet has evolved from merely a medium of communication into a strategic infrastructure supporting digital economic transactions.<sup>2</sup> In the context of globalization and digitalization, electronic commerce (*e-commerce*) has become a crucial pillar of economic growth in many countries, particularly in Southeast Asia, which is recognized as one of the fastest-growing digital markets globally due to its large population, increasing connectivity, and adaptive consumer behavior.<sup>3</sup>

Indonesia occupies a strategic position as the largest e-commerce market in Southeast Asia.<sup>4</sup> With a population exceeding 270 million and rapidly expanding internet access, Indonesia possesses significant digital market potential. Data from the Indonesian Internet Service Providers Association (APJII) indicate that internet penetration reached approximately 79.5% of the population in 2024, demonstrating the extensive accessibility of digital infrastructure and the expanding opportunities for online commercial transactions.<sup>5</sup> This growth is reflected in the increasing number of e-commerce users, which rose significantly between 2020 and 2024, supported by digital payment innovation and mobile technology adoption.<sup>6</sup> In terms of market value, Indonesia's e-commerce transactions reached approximately IDR 487.01 trillion in 2024, showing recovery after post-pandemic adjustments and indicating strong long-term growth potential in the national digital economy.<sup>7</sup>

The rapid development of e-commerce is driven by several factors, including the widespread use of smartphones, the availability of diverse cashless payment systems,

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<sup>1</sup> Nadiya Ronatio Nababan et al., "Influence of Social Media and E-Commerce on MSME Income" 1, no. September (2024): 47-56.

<sup>2</sup> Laksamana Varelino, Zeustan Hartono, and Paramita Prananingtyas, "Aspek Hukum Perjanjian Dalam Transaksi Jual Beli Secara Online," *NOTARIUS* 16, no. 3 (2023): 1361-75.

<sup>3</sup> Nurhilmiyah, "Legal Issues of Paylater in the Marketplace," *Indonesian Journal Education* 3, no. 4 (2024): 117-21, <https://doi.org/10.30596/jcositte.v1i1.xxxx>.

<sup>4</sup> Sukarmi Yudhi Tri Permono, "Perlindungan Hukum Konsumen Dalam Transaksi Secara Online" *Jurnal Hukum Unissula* 35, no. 1 (2019): 77-100.

<sup>5</sup> Asosiasi Penyelenggara Jasa Internet Indonesia (APJII), "Profil Internet Indonesia 2024" (Jakarta, 2024).

<sup>6</sup> Kementerian Perdagangan Republik Indonesia, *Laporan Perkembangan Perdagangan Melalui Sistem Elektronik 2024* (Jakarta: Kemendag RI, 2024).

<sup>7</sup> Bank Indonesia, *Laporan Sistem Pembayaran Dan Ekonomi Digital 2024* (Jakarta: Bank Indonesia, 2024).

efficient logistics networks, and lifestyle changes that prioritize convenience and speed.<sup>8</sup> Major platforms such as Shopee, Tokopedia, and Lazada dominate the Indonesian digital marketplace, supported by aggressive promotional strategies and technological innovation.<sup>9</sup> From a legal perspective, e-commerce transactions inherently create contractual relationships between parties in electronic form, generating reciprocal rights and obligations similar to conventional agreements.<sup>10</sup> Therefore, the expansion of digital trade not only produces economic benefits but also raises complex legal implications concerning contractual validity, consumer protection, and dispute resolution in the digital environment.<sup>11</sup>

Meanwhile, Thailand has also emerged as a dynamic e-commerce market in Southeast Asia despite having a smaller population than Indonesia.<sup>12</sup> In 2024, Thailand's e-commerce sector reached approximately 1.1 trillion baht and is projected to grow significantly in the coming years, positioning the country as the second-largest digital commerce market in the region after Indonesia.<sup>13</sup> Interestingly, although Indonesia's market size is larger in absolute terms, Thailand demonstrates higher consumer engagement intensity.<sup>14</sup> A 2025 survey reported that around 66.9% of Thai internet users engaged in weekly online shopping compared to 59.3% in Indonesia, indicating stronger behavioral integration of e-commerce in Thai society.<sup>15</sup> This phenomenon suggests differences in digital ecosystem maturity, consumer trust, infrastructure readiness, and policy effectiveness between the two countries.

Government policies play a crucial role in shaping national e-commerce ecosystems. Indonesia has introduced various regulatory instruments, including Government Regulation No. 80 of 2019 concerning Commerce Through Electronic Systems (PMSE), which aims to ensure legal certainty, consumer protection, and fair business competition

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<sup>8</sup> Regina Anastasyah Lubis Ade Aulia Efendi, Fachira Innaya Naura, Nayla Khalisa and Nurhilmiah, "Pelindungan Hukum Terhadap Merek Produk Umkm Di Kota Medan Melalui Pendaftaran Resmi," *Seminar Nasional Hukum, Sosial Dan Ekonomi*, 2025.

<sup>9</sup> Asosiasi Penyelenggara Jasa Internet Indonesia (APJII), "Laporan Survei Penetrasi & Perilaku Pengguna Internet Indonesia 2024," 2024.

<sup>10</sup> Kenneth C. Laudon and Carol Guercio Traver, *E-Commerce 2020-2024*, 2024.

<sup>11</sup> Dian Fitriana and Aliya Sandra Dewi, "Perlindungan Hukum Terhadap Konsumen Dalam Transaksi Jual Beli Online," *Bakti Hukum Jurnal Pengabdian Kepada Masyarakat* 1, no. 3 (2022): 515–22.

<sup>12</sup> Dery Hendryan et al., "Perlindungan Hukum Bagi Konsumen Dalam Transaksi Jual," *Viva Themis: Jurnal Ilmu Hukum Dan Humaniora* 07, no. 01 (2024): 83–96.

<sup>13</sup> Peraturan Pemerintah, Peraturan Pemerintah Nomor 80 Tahun 2019 tentang Perdagangan Melalui Sistem Elektronik (PMSE).

<sup>14</sup> Electronic Transactions Development Agency (ETDA) Thailand, "Thailand Internet User Behavior 2024" (Bangkok, 2024).

<sup>15</sup> DataReportal, "Digital 2025: Global Overview Repor" (2025).

in digital trade.<sup>16</sup> Conversely, Thailand has adopted an integrated digital economy strategy emphasizing logistics efficiency, electronic payment expansion, and consumer protection frameworks to strengthen its e-commerce environment.<sup>17</sup> These regulatory differences make comparative legal analysis between the two countries particularly relevant.

**Research Gap.** Existing studies on e-commerce regulation generally focus on a single-country perspective, examining either Indonesia or Thailand independently. However, limited research has systematically compared Indonesia's sectoral regulatory framework characterized by the interaction between electronic transaction law and specific e-commerce regulations with Thailand's more integrated digital commerce and consumer protection regime. In particular, comparative analysis concerning electronic contract validity, platform liability, and dispute resolution mechanisms remains insufficient in current literature.

**Novelty and Contribution.** This article offers a comparative legal analysis of online buying and selling regulations in Indonesia and Thailand by examining not only statutory provisions but also the legal implications for contractual relationships, consumer protection, and dispute settlement architecture. The study contributes to the development of comparative digital commerce law by identifying regulatory strengths and weaknesses in both jurisdictions and proposing insights for improving legal certainty and consumer protection within Southeast Asia's digital economy framework.

## **METHODS**

This research employs normative legal research, focusing on the analysis of legal norms, principles, and doctrines derived from statutory regulations and legal literature relevant to online buying and selling transactions in e-commerce. The study uses three approaches, namely the statutory approach, comparative approach, and conceptual approach. The statutory approach examines the legal framework governing e-commerce in Indonesia and Thailand, while the comparative approach analyzes similarities and differences between the two legal systems using a functional comparative law perspective, particularly concerning the validity of electronic contracts, consumer

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<sup>16</sup> N. T Saripah, "Pengaruh E-Commerce, Sosial Media, Digital Marketing Dan Digital Payment Terhadap Pendapatan Umkm Fashion Di Era Digital (Studi Kasus Pada Little Bangkok Pasar Tanah Abang)" (Universitas Padjajaran, 2025).

<sup>17</sup> Yanci Libria Fista and Aris Machmud, "Perlindungan Hukum Konsumen Dalam Transaksi E-Commerce Ditinjau Dari Perspektif Undang-Undang Perlindungan Konsumen," *Binamulia Hukum* 12, no. 1 (2023): 177-89, <https://doi.org/10.37893/jbh.v12i1.599>.

protection mechanisms, and dispute resolution frameworks. The conceptual approach is used to strengthen legal argumentation through legal doctrines and scholarly opinions.<sup>18</sup>

Primary legal materials analyzed in this research include Indonesian regulations such as the Civil Code (Article 1320), Law Number 11 of 2008 as amended by Law Number 19 of 2016 concerning Electronic Information and Transactions, Government Regulation Number 80 of 2019 concerning Commerce Through Electronic Systems, and Law Number 8 of 1999 concerning Consumer Protection. Meanwhile, Thai legal materials include the Civil and Commercial Code of Thailand (Book II on Contracts), the Electronic Transactions Act B.E. 2544, particularly Section 7 concerning the legal validity of electronic data, and the Consumer Protection Act B.E. 2522 (1979) along with its amendments, especially provisions relating to unfair contractual terms and consumer rights protection. Secondary legal materials consist of legal textbooks, journal articles, and scholarly publications related to contract law, consumer protection, and digital commerce, while tertiary materials include legal dictionaries and reference sources.

The legal materials were collected through literature study and analyzed using qualitative normative analysis, namely by classifying legal materials according to research issues, interpreting relevant legal provisions, and constructing systematic legal arguments to draw conclusions regarding the comparison of e-commerce regulations in Indonesia and Thailand.<sup>19</sup>

## **RESULTS AND DISCUSSION**

### **1. Legal Framework of Online Buying and Selling in Indonesia and Thailand**

The research findings demonstrate that online buying and selling transactions conducted through e-commerce platforms in both Indonesia and Thailand possess clear legal legitimacy and are formally recognized within their respective legal systems. The validity of such transactions is primarily grounded in civil law principles governing contractual agreements, complemented by specific regulations addressing electronic transactions and consumer protection. However, despite similarities in recognizing electronic contracts, the regulatory models adopted by Indonesia and Thailand differ

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<sup>18</sup> Zainuddin Ali, *Metode Penelitian Hukum* (Jakarta: Sinar Grafika, 2016).

<sup>19</sup> Alvika Fatmawati Dwi Putri and Mujiono Hafidh Prasetyo, "Kebijakan Hukum Pidana Dalam Penanggulangan Tindak Pidana Di Bidang Pertambangan," *Jurnal Pembangunan Hukum Indonesia* 3, no. 3 (2021): 312–24, <https://doi.org/10.14710/jphi.v3i3.312-324>.

significantly in structure, orientation, and institutional emphasis, resulting in distinct legal consequences for consumer protection and business responsibility.<sup>20</sup>

To clarify the comparative legal framework, the following table summarizes the relevant legal basis in both jurisdictions.

Table 1. Legal Basis for Online Buying and Selling in Indonesia and Thailand

| Legal Aspects                            | Indonesia                                               | Thailand                                                         |
|------------------------------------------|---------------------------------------------------------|------------------------------------------------------------------|
| Recognition of Valid Online Transactions | if requirements of agreement are fulfilled              | Valid under civil and electronic transaction law                 |
| Civil Law Basis                          | Article 1320 Civil Code                                 | Civil and Commercial Code Book II                                |
| Electronic Contracts Recognition         | Law No. 11/2008 as amended by Law No. 19/2016 (ITE Law) | Electronic Transactions Act B.E. 2544 (2001)                     |
| Legal Evidence                           | Article 5(1) ITE Law                                    | Section 7 Electronic Transactions Act                            |
| Good Faith Principle                     | Article 17(2) ITE Law                                   | Civil and Commercial Code                                        |
| E-Commerce Regulation                    | Government Regulation No. 80/2019 (PMSE)                | Consumer Protection Act B.E. 2522                                |
| Seller Information Obligation            | Article 13 PMSE Regulation                              | Section 22 Consumer Protection Act                               |
| Platform Responsibility                  | Article 21–24 PMSE Regulation                           | Administrative supervision through consumer authorities          |
| Cross-Border Obligations                 | Article 65–73 PMSE Regulation                           | Applied through consumer protection jurisdiction                 |
| Consumer Protection                      | Law No. 8/1999                                          | Consumer Protection Act B.E. 2522                                |
| Unfair Contract Clauses                  | Article 18 Consumer Protection Law                      | Unfair Contract Terms provisions (Consumer Protection framework) |

Source: research analysis.

The comparative analysis reveals that Indonesia adopts a sector-specific regulatory model, where e-commerce is governed through a combination of general civil law,

<sup>20</sup> Komala Dewi and Merry Moy Mita, "Utilization of E-Commerce Platform as An Effort to Increase Performance and Business Sustainability in Pandemic Times," *International Journal of Social Science and Business* 7, no. 2 (2023): 296–304, <https://doi.org/10.23887/ijssb.v7i2.54885>.

electronic transaction law, and a dedicated implementing regulation (Government Regulation No. 80 of 2019). This regulatory fragmentation provides relatively detailed technical rules, particularly concerning platform obligations, electronic system providers, and cross-border trade requirements. For example, PMSE Regulation explicitly regulates business actor responsibilities, dispute mechanisms, and administrative obligations, thereby creating clearer compliance standards for digital platforms.

However, the Indonesian approach also produces certain limitations. The coexistence of multiple legal instruments sometimes results in overlapping norms and interpretative uncertainty, particularly concerning platform liability and enforcement authority. Consumers often face difficulties determining which institution is responsible for resolving disputes or supervising business actors, especially in cross-border transactions involving foreign platforms. Consequently, although Indonesia possesses detailed regulations, the effectiveness of consumer protection may depend heavily on institutional coordination and enforcement capacity rather than solely on normative provisions.<sup>21</sup>

In contrast, Thailand applies a more integrated regulatory model, combining civil law, electronic transaction law, and consumer protection law within a unified legal framework emphasizing consumer rights protection. Rather than adopting a specialized e-commerce regulation comparable to Indonesia's PMSE Regulation, Thailand relies on the Consumer Protection Act as the central instrument governing business conduct, advertising standards, and contractual fairness. This approach reflects a policy orientation that prioritizes consumer protection as the core objective rather than technical regulation of electronic systems.<sup>22</sup>

The consequence of this integrated approach is twofold. On one hand, Thailand demonstrates stronger institutional coherence because consumer protection authorities operate as central actors responsible for supervision, mediation, and enforcement. Consumers may therefore experience clearer access to remedies when disputes arise. On the other hand, the absence of highly detailed sectoral regulation may reduce legal certainty for complex digital business models, particularly regarding platform liability in emerging technologies such as marketplace intermediaries or fintech-integrated

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<sup>21</sup> Sugianto S and Soemitra A Muda I, Kusmilawaty K, Simanjuntak AAS, "Social Media E-Commerce Campaign and Paylater System on Impulsive Buying Behavior of Gen Z: An Islamic Economic Perspective," Pubtexto Journal Of Economic And Business Studies, 2024.

<sup>22</sup> Peraturan Pemerintah, "Peraturan Pemerintah Nomor 80 Tahun 2019 Tentang Perdagangan Melalui Sistem Elektronik (PMSE)" (2019).

transactions. Thus, Thailand's model emphasizes substantive protection, while Indonesia's model emphasizes regulatory specificity.<sup>23</sup>

From the perspective of contract law validity, both jurisdictions recognize electronic agreements as legally binding as long as they fulfill the essential elements of a valid contract. Nevertheless, differences arise in addressing standard form contracts, which dominate e-commerce transactions. Indonesia addresses this issue through Article 18 of the Consumer Protection Law, prohibiting unfair clauses that disadvantage consumers, combined with the good faith principle under the ITE Law. Thailand similarly prohibits unfair contractual terms under consumer protection provisions, but enforcement tends to rely more heavily on administrative intervention by state authorities. As a result, Thailand's enforcement mechanism may be perceived as more proactive, whereas Indonesia relies more on normative prohibition combined with dispute-based enforcement.<sup>24</sup>

A brief supporting perspective from Islamic law also confirms that online buying and selling transactions are, in principle, permissible (*mubah*) provided that they fulfill the pillars and conditions of sale and avoid prohibited elements such as *riba* (usury), *gharar* (uncertainty), fraud, and injustice. The digital medium does not affect the legal validity of a transaction as long as contractual consent, object certainty, and lawful purpose are satisfied. This perspective aligns with modern contract law principles emphasizing consent and fairness in commercial transactions.

Overall, the comparative findings indicate that Indonesia provides more detailed regulatory instruments, while Thailand offers stronger institutional integration focused on consumer protection. The effectiveness of each system therefore depends not only on legal norms but also on enforcement mechanisms and institutional coordination.

## **2. Dispute Resolution Mechanisms in Online Transactions**

Disputes arising from online buying and selling transactions constitute an inevitable consequence of the rapid expansion of e-commerce activities in both Indonesia and Thailand. Common disputes include non-delivery of goods, discrepancies between product descriptions and actual goods, defective products, unilateral cancellation, delayed refunds, and fraudulent transactions. These issues require dispute resolution

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<sup>23</sup> Glenn Kevin et al., "Analisa Hukum Perdata Tentang Perjanjian Jual Beli Online Di Indonesia," *Jurnal Kewarganegaraan* 8, no. 1 (2024): 909-15.

<sup>24</sup> Pornpimat Thaworn, Xiaoxia Wei, and Varang Wiriyawit, "Analyzing Consumers' Buying Behavior Regarding Online Purchasing In Thailand," *Journal of Global Business Review* 23, no. 1 (2021): 13-32.

mechanisms that are efficient, accessible, and capable of ensuring legal certainty for both consumers and business actors.<sup>25</sup>

Normatively, both countries recognize litigation and non-litigation dispute resolution mechanisms. However, empirical tendencies indicate that non-litigation mechanisms dominate, primarily because they are faster, less costly, and more compatible with the digital transaction environment.<sup>26</sup>

**Table 2. Comparison of Dispute Resolution Mechanisms in Indonesia and Thailand**

| Country   | Mechanism                                 | Legal Basis                                  | Regulatory Substance                                               |
|-----------|-------------------------------------------|----------------------------------------------|--------------------------------------------------------------------|
| Indonesia | Internal Platform Resolution              | Government Regulation No. 80/2019 Article 49 | Business actors must provide complaint mechanisms and compensation |
|           | Consumer Dispute Resolution Agency (BPSK) | Consumer Protection Law Articles 45 & 52     | Mediation, conciliation, arbitration                               |
|           | Litigation                                | ITE Law & Civil Code                         | Court settlement as last resort                                    |
| Thailand  | Government Mediation                      | Consumer Protection Act                      | Active state mediation and supervision                             |
|           | Platform Resolution                       | Electronic Transactions framework            | Electronic evidence recognition                                    |
|           | Litigation                                | Civil and Commercial Code                    | Judicial enforcement                                               |

Source: research analysis.

The comparison demonstrates a fundamental difference in the **dominant actors** involved in dispute resolution. Indonesia relies significantly on internal dispute mechanisms provided by e-commerce platforms, followed by the Consumer Dispute Resolution Agency (BPSK) as an alternative institutional channel. Courts function primarily as a last resort. This platform-centric approach reflects the practical reality that

<sup>25</sup> E-commerce Ditinjau Dari and Aspek Hukum, "Pelaksanaan Perjanjian Jual Beli Melalui Internet (E-Commerce) Ditinjau Dari Aspek Hukum Perdataan," *SALAM; Jurnal Sosial & Budaya Syar-I* 6, no. 3 (2019): 223–38, <https://doi.org/10.15408/sjsbs.v6i3.11531>.

<sup>26</sup> Muhammad Nuruddeen and Yuhanif Yusof, "A Comparative Analysis of The Legal Norms For E-Commerce and Consumer Protection," *Malaysian Journal Of Consumer And Family Economics* 26, no. 1 (2021): 22–41.

digital marketplaces possess technological infrastructure capable of resolving disputes quickly through refund systems, complaint features, and seller rating mechanisms.

However, this reliance on private platforms also raises concerns regarding neutrality and accountability. Platforms simultaneously act as intermediaries and dispute facilitators, which may create conflicts of interest, particularly when disputes involve platform policies or financial interests.<sup>27</sup> Moreover, BPSK institutions across regions demonstrate varying levels of effectiveness due to differences in resources, expertise, and public awareness. Consequently, although Indonesia provides multiple dispute resolution avenues, the overall effectiveness may vary significantly depending on institutional capacity.<sup>28</sup>

Thailand adopts a more state-centered dispute resolution model, where government agencies play an active role in receiving complaints, conducting mediation, and enforcing consumer protection regulations. This administrative approach may enhance consumer confidence because disputes are handled by neutral public authorities rather than private platforms alone. Additionally, centralized supervision allows for systematic monitoring of business practices and regulatory compliance.<sup>29</sup>

Nevertheless, the Thai model also has limitations. Strong state involvement may increase administrative burdens and procedural formalities compared to purely platform-based solutions. For cross-border disputes involving foreign sellers, jurisdictional challenges may still arise despite administrative mediation mechanisms. Thus, while Thailand demonstrates stronger public enforcement, efficiency may depend on bureaucratic responsiveness and institutional capacity.<sup>30</sup>

From a comparative effectiveness perspective, neither system can be considered universally superior. Indonesia's platform-based model offers speed and technological efficiency but may face challenges in neutrality and regulatory oversight. Thailand's state-centered approach provides stronger institutional legitimacy and consumer protection orientation but may encounter administrative constraints. An optimal

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<sup>27</sup> Thaworn, Wei, and Wiriawit, "Analyzing Consumers' Buying Behavior Regarding Online Purchasing In Thailand."

<sup>28</sup> Yohanes Christopher June and Annisa Fitria, "Tanggung Jawab E-Commerce Terhadap Konsumen Serta Penerapan Choice of Law Dan Jurisdiction Clause Dalam Transaksi Lintas Negara," *Jurnal Pengabdian Masyarakat Dan Riset Pendidikan* 4, no. 3 (2026): 17982–89.

<sup>29</sup> Thaworn, Wei, and Wiriawit, "Analyzing Consumers' Buying Behavior Regarding Online Purchasing In Thailand."

<sup>30</sup> Peraturan Pemerintah, Peraturan Pemerintah Nomor 80 Tahun 2019 tentang Perdagangan Melalui Sistem Elektronik (PMSE).

regulatory model may therefore combine both approaches, integrating platform efficiency with strong governmental supervision.<sup>31</sup>

Another important implication concerns consumer legal awareness and digital literacy. Even the most comprehensive legal framework cannot function effectively without consumer understanding of available remedies. Both countries face challenges in educating consumers about their rights and dispute resolution procedures. Strengthening legal literacy programs and improving transparency of dispute mechanisms are therefore essential for enhancing consumer protection outcomes.<sup>32</sup>

### **3. Comparative Legal Implications and Effectiveness**

The comparative analysis highlights three major legal implications:

First, regulatory structure significantly influences enforcement effectiveness. Indonesia's detailed sectoral regulations provide clearer technical guidance for business actors, particularly regarding platform responsibilities and cross-border obligations. However, fragmented regulatory authority may reduce enforcement consistency. Thailand's integrated consumer protection regime ensures institutional coherence but may lack detailed provisions for emerging digital business models.

Second, institutional roles determine consumer protection outcomes. State-centered enforcement in Thailand may enhance consumer trust and accountability, while Indonesia's reliance on private platforms prioritizes efficiency but may require stronger regulatory oversight to ensure fairness.

Third, dispute resolution accessibility remains a shared challenge. Both countries prioritize non-litigation mechanisms, yet differences in institutional design influence user experience and legal certainty. Integrating technology-based dispute resolution with strong legal supervision may represent the most effective future direction.

Therefore, the study confirms that differences in legal models reflect broader policy orientations rather than simple regulatory gaps. Indonesia emphasizes regulatory completeness and digital market governance, while Thailand emphasizes consumer protection integration and administrative enforcement. Both approaches contribute valuable insights for developing more effective e-commerce regulation in Southeast Asia.

## **CONCLUSION**

This study shows that the regulation of online buying and selling transactions in Indonesia and Thailand reflects two distinct legal approaches in responding to the rapid

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<sup>31</sup> Undang-Undang, "Undang-Undang Nomor 8 Tahun 1999 Tentang Perlindungan Konsumen" (1999).

<sup>32</sup> Candra Sahputra and Universitas Lancang Kuning, "Kebebasan Jual Beli Online (E-Commerce) Menurut Hukum Di Indonesia," *Jurnal Panorama Hukum* 7, no. 19 (2022): 40–47.

growth of e-commerce. Indonesia applies a more sector-specific regulatory framework through the Electronic Information and Transactions Law and Government Regulation on Electronic Commerce (PP PMSE), which provides clearer legal obligations for business actors, including provisions on platform responsibilities and the validity of electronic contracts. However, practical challenges remain, particularly in supervising cross-border transactions and ensuring the effectiveness of consumer complaint mechanisms. Conversely, Thailand relies primarily on general private law principles within the Civil and Commercial Code combined with consumer protection legislation, resulting in a more flexible but less specialized regulatory structure. While this approach allows adaptability, it may also create regulatory gaps when addressing complex marketplace ecosystems and transnational digital trade activities.

From a comparative standpoint, the Indonesian model offers stronger normative certainty in defining electronic transaction obligations, whereas the Thai system demonstrates procedural efficiency through centralized consumer protection enforcement institutions. Despite these differences, both countries face similar structural challenges, particularly concerning platform accountability, cross-border dispute resolution, and the effectiveness of consumer protection in the digital economy era. A limited Islamic legal perspective further confirms that principles such as transparency, good faith, and the prohibition of fraud constitute universal normative foundations across legal systems, thereby reinforcing the importance of ethical governance in digital commerce.

Strengthening regulatory enforcement related to platform liability is essential for Indonesia, particularly through the implementation of mandatory transparent complaint-handling systems, clearer intermediary liability standards, and stricter supervision of cross-border e-commerce actors operating within national jurisdiction. For Thailand, the development of more sector-specific e-commerce regulations is recommended, especially provisions governing marketplace platforms, cross-border sellers, and digital payment intermediaries, in order to complement existing general private law and consumer protection frameworks. Furthermore, both countries would benefit from promoting regional harmonization of digital consumer protection standards within the ASEAN framework, including cooperation in dispute resolution mechanisms, recognition of electronic evidence, and the establishment of minimum platform accountability standards to ensure legal certainty and enhance consumer trust in cross-border electronic transactions across Southeast Asia.

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