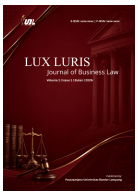
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# LEGAL PROTECTION FOR VICTIMS OF FRAUD IN SOCIAL MEDIA TRANSACTIONS: A CIVIL LAW PERSPECTIVE IN INDONESIA

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## Abstract

The development of social media has transformed buying and selling activities by allowing consumers and sellers to communicate and conduct transactions without meeting in person. However, these developments have also created opportunities for fraudulent transactions, including false product advertisements, misleading seller identities, and failure to deliver purchased goods. This article examines the legal protection available to victims of fraudulent social media transactions under Indonesian civil law and analyzes the remedies that may be pursued to recover financial losses. This study employs normative legal research using statutory and conceptual approaches. The legal materials include the Indonesian Civil Code, Law Number 8 of 1999 concerning Consumer Protection, and Law Number 11 of 2008 concerning Electronic Information and Transactions, as amended. The findings indicate that victims may pursue legal remedies based on breach of contract, unlawful acts, or consumer protection provisions, depending on the circumstances of each transaction. Nevertheless, the application of these remedies requires proof of the relevant legal elements, the loss suffered, and the relationship between the seller's conduct and the victim's loss. Electronic conversations, payment receipts, advertisements, and other transaction records may serve as important evidence. This article concludes that effective legal protection requires appropriate legal classification, reliable electronic evidence, accessible dispute-resolution mechanisms, and greater awareness of consumer rights in digital transactions.

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## INTRODUCTION

The advancement of information technology has significantly influenced commercial activities in Indonesia. Social media platforms are no longer used exclusively for communication and entertainment; they have also become important channels for advertising, negotiating, and selling goods and services. Through these platforms, sellers can promote their products, communicate with prospective buyers, and receive payments without operating a conventional physical store.

Despite these advantages, transactions conducted through social media may expose consumers to various risks. Buyers may encounter sellers who provide misleading product descriptions, use false identities, display fabricated payment or delivery information, or disappear after receiving payment. Unlike transactions conducted through established electronic marketplaces, transactions arranged directly through social media may not provide integrated complaint procedures or comprehensive transaction records.

These circumstances raise important questions concerning the legal protection available to consumers who suffer losses. The issue is not limited to whether a transaction has failed, but also concerns the legal relationship between the parties, the obligations arising from their agreement, the conduct that caused the loss, and the remedies available under Indonesian law.

From a civil-law perspective, a seller's failure to deliver goods may constitute a breach of contract (wanprestasi) if a valid contractual obligation exists and the relevant legal requirements are satisfied. In other circumstances, the seller's conduct may constitute an unlawful act (perbuatan melawan hukum). The two legal grounds have different elements and should not automatically be treated as interchangeable. The appropriate classification depends on the facts, the parties' relationship, and the legal basis of the claim.

Indonesian consumer protection legislation is also relevant to this issue. Law Number 8 of 1999 concerning Consumer Protection establishes rights for consumers and obligations for business actors. Its application, however, requires an assessment of whether the parties and transaction fall within the scope of the legislation. A private individual conducting an occasional sale may have a different legal status from a seller who regularly offers goods for commercial purposes.

Furthermore, electronic transactions are governed by the legal framework established under Law Number 11 of 2008 concerning Electronic Information and Transactions, as amended, including by Law Number 1 of 2024. Electronic information and documents may be relevant to establishing the content of an agreement and the circumstances surrounding a disputed transaction. Nevertheless, the existence of electronic records does not automatically establish liability. Their authenticity, relevance, and evidentiary value must be assessed in accordance with applicable law.

Previous studies have examined consumer protection in electronic commerce, online buying and selling, and the responsibilities of sellers in digital transactions (Agista et al., 2022; Fista et al., 2023; Amalia & Isnawati, 2024). These discussions provide a basis for examining the legal position of consumers who transact through social media. However, a civil-law analysis must also distinguish between contractual remedies, claims arising from unlawful acts, and consumer-dispute mechanisms.

Based on these considerations, this article addresses two research questions. First, how does Indonesian civil law provide legal protection for victims of fraudulent transactions conducted through social media? Second, what civil remedies may be pursued by victims to recover their losses? This article argues that effective legal protection depends on identifying the appropriate legal basis, establishing the relevant facts through reliable evidence, and selecting a suitable mechanism for dispute resolution.

## METHOD

This article employs normative legal research, which examines legal rules and concepts relevant to the protection of consumers in social media transactions. The research uses two approaches: the statutory approach and the conceptual approach.

The statutory approach examines the Indonesian Civil Code, Law Number 8 of 1999 concerning Consumer Protection, and Law Number 11 of 2008 concerning Electronic Information and Transactions, as amended by subsequent legislation, including Law Number 1 of 2024. These legal instruments are examined to identify the rights, obligations, and remedies that may be relevant to fraudulent transactions conducted through social media.

The conceptual approach focuses on the concepts of contractual obligations, good faith, breach of contract (wanprestasi), unlawful acts (perbuatan melawan hukum), causation, and compensation. These concepts are used to distinguish the legal grounds that may support a victim's claim.

The research relies on secondary legal materials, including legislation, scholarly journal articles, and legal literature relevant to electronic transactions and consumer protection. The materials are analyzed qualitatively through legal interpretation and examination of the relationship between the applicable legal rules and the circumstances commonly encountered in social media transactions. This research is normative in nature and does not claim to measure the statistical prevalence of online fraud or to present findings from interviews or field observations.

## RESULTS AND DISCUSSION

### *The Legal Nature of Social Media Transactions*

A transaction negotiated through social media may establish a legally relevant agreement even when the parties do not sign a written contract. The legal assessment should focus on whether the parties

have reached an agreement, whether the applicable requirements for a valid contract are satisfied, and whether the parties have undertaken identifiable obligations.

Article 1320 of the Indonesian Civil Code establishes the requirements for the validity of an agreement: consent of the parties, capacity to enter into an agreement, a specific subject matter, and a lawful cause. These requirements provide a general legal basis for assessing agreements made through electronic communications.

In practice, a buyer may select a product from an advertisement, negotiate the price through private messages, transfer the payment, and receive confirmation from the seller. Such communications may help establish the terms of the transaction. Payment receipts, order confirmations, product descriptions, and delivery records may also assist in determining whether an agreement existed and whether its obligations were performed.

The use of social media does not, by itself, eliminate the legal obligations arising from an agreement. Once the applicable requirements for a valid agreement are satisfied, the parties may be required to perform their respective obligations in accordance with the agreement and the law. The principle of good faith is also relevant when assessing the conduct of parties during the formation and performance of a transaction.

Law Number 11 of 2008 concerning Electronic Information and Transactions, as amended, provides an additional legal framework for electronic activities. Electronic information and documents may be relevant evidence in determining the circumstances of a transaction. However, their existence alone does not establish that a seller committed fraud or is liable for a particular loss. Their content, authenticity, and connection to the disputed transaction must still be examined.

Consequently, the legal assessment of a social media transaction should not rely exclusively on the platform used by the parties. It must consider the agreement, the obligations undertaken, the conduct of each party, and the evidence available to establish the relevant facts.

***Breach of Contract and Unlawful Acts***

Two important civil-law grounds that may be relevant to fraudulent social media transactions are breach of contract and unlawful acts. Although both may be associated with financial losses, they have different legal foundations.

***1. Breach of contract (wanprestasi)***

Breach of contract may arise when a party fails to perform an obligation established by a valid agreement. In a social media transaction, this may occur when a buyer has paid for goods but the seller fails to deliver them, delivers goods that materially differ from the agreed description, or otherwise fails to perform the agreed obligations.

The legal assessment must identify the obligation that was undertaken, the manner in which the obligation was not performed, and the consequences of that failure. A buyer should therefore provide evidence of the agreement, the payment, the promised performance, and the loss suffered.

Articles 1238 and 1243 of the Indonesian Civil Code are relevant to the assessment of default and compensation for losses arising from non-performance, subject to the applicable legal requirements. The availability of a particular remedy depends on the circumstances of the case and the relevant contractual and statutory rules.

A buyer may seek performance of the agreement, a refund or termination where legally available, or compensation when the necessary conditions are established.

However, a claim for compensation should not be assumed to succeed merely because the buyer has experienced an unsuccessful transaction. The claimant must establish a sufficient legal and factual basis for the requested remedy.

***2. Unlawful acts (perbuatan melawan hukum)***

A claim based on an unlawful act may be relevant when the conduct causing the loss satisfies the applicable legal elements of civil liability. Article 1365 of the Indonesian Civil Code provides a general basis for liability arising from an unlawful act that causes loss to another person.

In a social media transaction, relevant circumstances may include the use of a false identity, intentionally misleading representations, or other conduct that unlawfully causes financial loss. The

assessment must consider the unlawful conduct, the relevant fault requirement, the existence of loss, and the causal relationship between the conduct and that loss.

The distinction between breach of contract and an unlawful act is important because the legal basis of a claim must correspond to the facts. A failure to deliver goods does not automatically establish every element of an unlawful act. Similarly, the existence of a contractual dispute does not necessarily demonstrate that the seller intentionally deceived the buyer.

### *3. Distinguishing civil liability from criminal fraud*

The failure to distinguish civil liability from criminal fraud may lead to an inaccurate legal assessment. A seller's failure to perform an agreement may result from a contractual dispute, an inability to perform, or deliberate deception. These circumstances cannot be treated as legally identical without examining the evidence.

For example, if a seller receives payment but fails to deliver a product, the buyer may initially have a claim relating to non-performance. If additional evidence indicates that the seller used fabricated product advertisements, a false identity, and misleading statements to obtain the payment, the circumstances may warrant further examination under the applicable civil and criminal law.

The existence of a possible criminal offence does not eliminate the need to analyze the victim's civil remedies. Civil proceedings focus on rights, obligations, liability, and compensation, while criminal proceedings address whether conduct satisfies the elements of an offence and the applicable consequences under criminal law.

Therefore, a proper legal analysis should identify the basis of each claim separately and avoid concluding that every failed transaction constitutes criminal fraud.

### *Consumer Protection in Social Media Transactions*

Law Number 8 of 1999 concerning Consumer Protection provides an important legal framework for protecting consumers in Indonesia. The law establishes consumer rights and business actors' obligations, including matters related to accurate information, appropriate business conduct, and compensation in circumstances provided by law.

Article 4 recognizes consumer rights, including the right to receive correct, clear, and honest information concerning the condition and guarantees of goods or services. This provision is relevant when a consumer purchases a product based on information presented by a seller through social media.

Article 7 establishes obligations for business actors, including acting in good faith and providing correct, clear, and honest information regarding the condition and guarantees of goods or services. These obligations are particularly relevant where misleading advertisements or inaccurate product descriptions influence a consumer's decision to purchase.

Article 19 addresses the responsibility of business actors to provide compensation for specified forms of loss arising from the use of goods or services or from their provision, subject to the applicable statutory requirements. The provision may be relevant when a consumer seeks compensation for losses caused by a business actor's conduct.

Nevertheless, the application of consumer protection legislation depends on the legal status of the parties and the nature of the transaction. The fact that a sale occurs through social media does not automatically establish that every participant is a consumer or business actor within the meaning of the law.

For instance, a buyer purchasing goods for personal use from a seller operating a regular commercial account may present different legal considerations from a transaction involving an individual selling a personal possession on an occasional basis. The relevant facts must therefore be established before determining whether particular consumer protection provisions apply.

Consumer protection should also not be interpreted as an automatic guarantee of reimbursement. A claimant must identify the responsible party, establish the relevant facts, and pursue an appropriate procedure. The responsibility of a social media platform or payment intermediary must likewise be assessed according to its own legal obligations and conduct rather than assumed solely because the transaction occurred through its services.

***Electronic Evidence and Civil Remedies***

Evidence plays an important role in establishing a claim arising from a fraudulent social media transaction. Because the parties frequently communicate through electronic platforms, the information generated during the transaction may be central to proving the agreement, payment, representations made by the seller, and failure to perform.

Relevant evidence may include screenshots or exported conversations, the seller's account information, advertisements, product descriptions, payment receipts, bank or electronic-wallet records, delivery information, and communications concerning a refund. Where possible, buyers should preserve original electronic records and avoid altering them in ways that could affect their authenticity or reliability.

Electronic information and documents must be assessed under the applicable legal framework. A screenshot may provide useful information, but its evidentiary value depends on its authenticity, context, relevance, and connection to the disputed transaction. Supporting records may be necessary to establish that a payment was made to the relevant party or that a particular promise was communicated.

Victims may consider several steps before initiating formal proceedings. First, they may send a written demand identifying the transaction, the amount paid, the obligation that remains unfulfilled, and the remedy requested. This communication can help clarify the dispute and provide a record of the victim's attempt to obtain a resolution.

Second, where the transaction falls within the scope of consumer protection legislation, the victim may consider an appropriate consumer-dispute resolution mechanism. The choice of procedure depends on the parties' legal status, the nature of the dispute, and the applicable procedural requirements.

Third, court proceedings may be considered when the claim has a sufficiently established factual and legal basis. The claimant should identify the defendant, explain the relevant legal grounds, present supporting evidence, and specify the remedy sought. The available civil remedies may include performance of the agreed obligation, a refund or cancellation where legally available, and compensation for proven losses. The appropriate remedy depends on the applicable legal provisions and the circumstances of the case.

Reporting suspected criminal conduct may also be appropriate where the evidence indicates a possible offence. However, a criminal complaint and a civil claim serve different legal purposes. A victim seeking to recover a private financial loss should understand the legal basis and procedural requirements of the civil remedies available to them.

***Obstacles and Recommendations for Improving Legal Protection***

Despite the existence of relevant legal frameworks, victims may face practical difficulties in obtaining effective remedies for fraudulent social media transactions. Three significant obstacles are the difficulty of identifying sellers, the preservation of reliable evidence, and uncertainty about the appropriate legal procedure.

First, sellers may use aliases, temporary accounts, or incomplete personal information. These practices may make it difficult for victims to identify the party responsible for a transaction and pursue a claim. Consumers should therefore exercise caution before transferring money and, where reasonably possible, verify the seller's identity and business information.

Second, electronic evidence may be fragmented across messaging applications, social media accounts, payment services, and delivery platforms. Victims should preserve relevant records promptly and maintain copies of transaction documents. Greater public awareness of electronic evidence can help consumers prepare a clearer factual record when a dispute arises.

Third, victims may be uncertain whether their circumstances should be addressed through a breach-of-contract claim, an unlawful-act claim, a consumer-dispute mechanism, or a criminal complaint. Legal assistance and accessible public information can help victims understand the differences between these options and select an appropriate route.

Social media platforms and relevant service providers also have a role in providing accessible complaint channels and handling transaction-related reports in accordance with applicable law. Nevertheless, the legal responsibility of each party must be determined on the basis of its own conduct and obligations. Platform involvement alone does not establish automatic liability for every loss suffered

by a buyer.

Finally, legal protection should be supported by greater consumer awareness, accurate product information, and responsible commercial practices. Buyers should be encouraged to retain transaction records, while sellers should provide truthful information and fulfill their contractual obligations. A fact-specific approach can improve legal certainty and help distinguish genuine contractual disputes from conduct that may give rise to civil or criminal liability.

The central finding of this discussion is that Indonesian law provides several potentially relevant avenues for protecting victims of fraudulent social media transactions. However, the effectiveness of these avenues depends on the correct identification of the legal relationship, the establishment of liability, the quality of the evidence, and the selection of an appropriate remedy.

## CONCLUSION

Victims of fraudulent transactions conducted through social media may seek legal protection under Indonesian civil law through claims based on breach of contract, unlawful acts where the relevant elements are established, and consumer protection provisions where the statutory requirements are satisfied. The Indonesian Civil Code provides a general basis for examining contractual obligations, default, and liability arising from unlawful acts, while Law Number 8 of 1999 concerning Consumer Protection establishes relevant rights and obligations in qualifying consumer transactions. The electronic-transactions framework is also relevant to assessing electronic communications and documents associated with disputed transactions.

However, the failure of a transaction does not automatically establish fraud or guarantee a successful claim. The legal basis must be determined from the facts, the parties' relationship, the conduct involved, and the evidence of loss. Electronic conversations, advertisements, payment receipts, and delivery records may help establish the circumstances of the transaction and support a claim.

Victims should preserve reliable evidence, identify the responsible party, and consider a remedy appropriate to their legal position. Consumer-dispute mechanisms, civil proceedings, and criminal reporting may serve different purposes and should be considered according to the circumstances. Ultimately, effective legal protection requires accurate legal classification, accessible dispute-resolution procedures, responsible business conduct, and stronger public awareness of consumer rights in digital transactions.

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