

Legal Protection of Consumers Against Damage and Loss of Packages Based on Consumer Protection Law

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Abstract. *The use of the internet for long-distance commerce (online shopping) has increased people's dependence on delivery services, but has also triggered various legal incidents related to package damage or loss. This study aims to analyse legal protection for consumers using delivery services based on the Consumer Protection Law (UUPK) and related regulations, and to assess the compensation mechanism implemented by J&T Express. Using normative and empirical juridical research methods, this study combines positive law studies with field studies to observe sociological facts in society. The results show that consumers have the right to preventive (Article 7 UUPK) and repressive (Article 45 UUPK) legal protection, which is also strengthened by Article 86 of the Commercial Code (KUHD) and Articles 1238, 1244, and 1245 of the Civil Code (KUHPerdara) regarding default. In its implementation, J&T Express provides full compensation according to the value of the goods if the package is insured, while for non-insured packages, compensation is limited to a maximum of ten times the shipping cost. In conclusion, the applicable legal instruments have actually provided adequate protection guarantees, but the settlement of settlements in the field is highly dependent on the insurance scheme chosen, so that higher transparency is needed from business actors and increased consumer awareness regarding their rights and obligations to reduce the number of losses in the future.*

Keywords: *Consumers; Protection; Service.*

1. Introduction

In accordance with the principle of consensualism, which animates agreements in the Civil Code, the sale and purchase agreement was created at the moment an "agreement" was reached regarding goods and prices. Once both parties agree on the goods and price, a valid sale and purchase agreement is born (Herlina Basri, 2019). The process of sending goods by the Freight Forwarding Service begins when the Consumer/Sender comes to the Freight Forwarding Service agent with several items that have been prepared for delivery. Then the goods delivery service checks the completeness of the goods, and for several goods to be sent, a document or letter will be issued regarding the goods delivery agreement, which must then be signed by the consumer/sender, which means that the consumer has agreed to the terms or clauses regarding terms, conditions, consequences, and risks for the delivery of the goods. The implementation of the goods delivery agreement sometimes does not run smoothly, for example, the goods that have been agreed by the two parties to be sent do not arrive at their destination, the goods are late at their destination, or the goods are lost or damaged on the way (Kusumaningrum & Pujiyanto, 2023).

Based on this customary law, the parties carry out their obligations, so that if a dispute occurs later on, what can be submitted as evidence are these documents, while the relationship between the sender and the goods delivery service in this case is bound by an agreement. According to Abdul Kadir Muhammad, "The concept of transportation includes three aspects, namely transportation as a business, transportation as an agreement, and transportation as a process (Siddiq et al., 2022). The rights and obligations of the parties give rise to a legal relationship between the parties. For senders who will send goods through delivery companies (service companies), delivery companies have collaborated with shipping companies to deliver goods to recipients. The sender has rights that must be fulfilled by the sender due to the direct relationship between the sender, the carrier, and the recipient. The delivery person provides services to deliver goods without the sender directly dealing with the carrier (Rahman et al., 2023). With the increase in online shopping turnover, it will automatically boost the turnover of goods delivery services. However, the need for freight forwarding services is not limited to online business activities. The need for goods delivery services is not limited to online business activities but to transportation for the necessities of life due to the high mobility of the population to use goods delivery services within the country and abroad. Individual needs in sending valuable documents and goods to destinations; therefore, the relationship between consumers and goods delivery service businesses is very important (Harjono et al., 2024).

There have been many legal events related to goods delivery services, especially those relating to the responsibility of the goods delivery service for damage or loss of the goods. When this happens, the consumer loses because the sender has done his job, namely, paying the shipping fee, which is the right of the goods delivery service provider, but because the sender is harmed, he does not get his rights, namely, the goods arrive on time without any damage or other problems (Lira et al., 2024). As users, consumers need to get "legal protection to protect the interests of consumers as users of goods delivery services" (Holijah & Rizal, 2018). Problems that arise and become obstacles in goods delivery service companies occur because of delays in the delivery of goods by goods delivery services, which result in losses to consumers. Consumers

really feel aggrieved because the person in charge of the goods delivery service does not provide information or confirmation of the delay in the goods to the consumer, and besides that, the goods delivery service is also not careful in shipping the goods, which results in the loss of the goods package. Therefore, the implementation of goods delivery agreements does not always run well and smoothly.

As mandated in Law No. 8 of 1999 concerning Consumer Protection (UUPK), consumer protection is all efforts that guarantee legal certainty to protect consumers, including in the event of losses due to negligence of goods delivery service companies as regulated in Article 19 Paragraph (1) which emphasizes that business actors are responsible for providing compensation for damage, pollution, and/or consumer losses due to the use of traded services (Reform et al., 2020). However, the reality of current lost package cases reflects the neglect of consumer rights by business actors who do not carry out their obligations properly, thus triggering disappointment and eroding public trust in logistics services, which, if left without firm law enforcement, will continue to recur (Bambang Sugeng, Ariadi Subagyo, Zahry Vandawati & Romadhona, 2022). Based on the background of the problem, the author formulates two main points of the problem, namely regarding what form of legal protection for consumers as users of goods delivery services according to UUPK, and what are the provisions of responsibility and compensation mechanisms that must be provided by delivery service providers for lost or damaged consumer goods based on applicable regulations.

2. Research Methods

The research method used is normative and philosophical legal research. Therefore, normative legal research consists of primary legal materials, secondary legal materials, and tertiary legal materials. Literature sources were obtained from literature and documents derived from primary and secondary legal materials. Primary legal materials include the Criminal Code and the Draft Criminal Code (Sayang Bidul, 2024). In addition, secondary legal materials were obtained from literature, journals, books, and research findings. The research approach used in this study is the conceptual approach and the Statute Approach. This approach examines the views and doctrines that have developed in legal science, aiming to discover the ideas that give rise to legal concepts, legal meanings, and legal principles relevant to legal issues. The legal material search technique employed document study or library research, namely, collecting legal materials by conducting library research on several literatures, documents, expert opinions, and articles that can explain legal concepts. The legal material analysis technique used is descriptive analysis, which refers to a specific problem and then links it with literature, legal expert opinions, and applicable laws and regulations.

3. Results and Discussion

3.1. Legal protection for consumers as users of goods delivery services according to the Consumer Protection Act

In carrying out its services, goods delivery services will provide the best service by providing protection in the form of speed and timeliness in the process of sending goods, as well as guaranteeing that the goods sent are always in a safe, neat, and maintained condition. If there is a delay in the delivery of goods, the goods delivery service will immediately investigate the shipment in order to achieve clarity. (Subhan & Rani, 2026) As with shipments that are damaged or lost during the sorting or shipping process, the freight forwarding service will investigate with the Gateway, Quality Control, and other branches to view CCTV footage in order to get clarity about the shipment. In the event that goods are late, the goods delivery service will always check and update every day, and if shipments experience delays in delivery, causing the goods to not arrive on time (Purnaningrum & Roisah, 2025). The results of checking through the goods delivery service system will later be followed up with investigations with other branches, after getting the results of the investigation, the goods delivery party will update the status of the shipment on the receipt. And consumers can check receipt updates via the receipt checking website or the official web belonging to the goods delivery service (Brunela, 2026).

Goods delivery services also explain the procedures for consumers who want to report if the goods received are damaged, incomplete, or lost during the sorting or shipping process. Consumers can directly contact the call center or customer service (Targański, 2025). But usually, if you report through the call center or customer service, you will get a response that takes quite a long time. Then the consumer immediately reports to the delivery service branch where to send the goods or the local city freight forwarder. Because later an investigation can be carried out immediately to look for consigned goods, which will be connected with the Gateway and the Quality Control section (Benseghir et al., 2025). After that, if you have found results, the goods delivery service will directly contact the consumer to inform the status of the latest shipment. Goods delivery service companies have provided protection for goods belonging to consumers as stipulated in the Consumer Protection Act, the Civil Code, and the Commercial Code. However, in reality, the authors still find many consumers who are disadvantaged and do not even receive consumer protection. The author found facts in the field where many users of the goods delivery service gave complaints via Twitter social media. They expressed their disappointment because their shipment was damaged during transit, broken into, or even lost during the sorting process. Not infrequently, from those who do not respond to complaints or reports regarding damaged or lost shipments (Valensia & Sartono, 2020).

For example, the owner of the Twitter account @novakiddy_, in his tweet, Nova expressed his disappointment, "I'm disappointed with JnT; (my package was received damaged, and the contents

disappeared!" that applies to the goods delivery service. Nova has reported that his missing shipment was broken into to customer service and the courier service for the delivery of goods. However, the report that Nova made did not find final results, but Nova was only made to wait for 1 (one) week by the service delivery of goods. According to Nova, as a form of consumer protection, the freight forwarder should have an obligation to look after the consignment belonging to the consumer so that consumers continue to trust the services provided. The freight forwarding service also has the obligation to compensate for losses in cases such as damage or loss of the consignment's consumers. But in fact, Nova did not receive any form of protection as explained by the freight forwarder mentioned above.

In the author's interview with @azaleaflower, according to @azaleaflower_, as a form of consumer protection, the goods delivery service should be able to keep the consumer's shipment until it is received by the consumer without anything lacking, not damaged, or lost. It's just that, when viewed from Lea's experience, when her shipment was lost during the sorting process, the freight forwarder did not provide any information about the shipment. When her shipment was stuck for 2 (two) weeks, Lea was trying to find information regarding her own shipment. After contacting the customer service and the courier, Lea only found the latest information, namely that the item was missing. Of course, what @novakiddy and @azaleaflower_ feel is inversely proportional to what the J&T Express staff stated above regarding the form of protection provided to consumers. @Novakiddy did not receive a response to reports of missing items in the package, and @azaleaflower_ did not receive clear information regarding the shipment, which was stuck for 2 (two) weeks.

If viewed from the Consumer Protection Act, consumers are entitled to protection in the form of preventive legal protection as well as repressive protection. Where it is explained in Article 7 (b) of the UUPK and Article 7 (d) of the Consumer Protection Act (Adidana et al., 2023). Article 7 (b) of the Consumer Protection Act states, "Business actors are required to provide correct, clear and honest information regarding the conditions and warranties of goods and/or services and provide an explanation of their use", and in Article 7 (d) of the Consumer Protection Act Consumers stated, "Business actors are required to guarantee the quality of goods and/or services produced and/or traded based on the provisions of the applicable quality standards for goods and/or services". In the statement given by the freight forwarding service company, it is in accordance with Preventive Legal Protection, but the facts on the ground prove that freight forwarding services still do not provide preventive protection to consumers who experience losses (Lira et al., 2024). Nova and Lea, as consumers of goods delivery services, interviewed by the authors, still have not received any form of preventive legal protection from goods delivery services, namely related to clarity of information on shipments and the quality of shipments that is not maintained.

As for the repressive legal protection, which is the final protection in the form of sanctions such as fines, imprisonment and additional penalties given if a dispute has occurred or an offense has been committed. Referring to article 45 (1) of the Consumer Protection Act, which states that any consumers who are harmed can sue business actors through institutions tasked with resolving disputes between consumers and business actors or through courts within the general court environment. Dispute resolution can also be taken out of court based on the choice of the disputing parties, in accordance with the provisions of Article 45 (2) of the Consumer Protection Act (Matnuh, 2021). Meanwhile, the Consumer Legal Protection contained in the Civil Code is contained in articles 1238, 1244, and 1245. In these articles, it can be said that the debtor is considered the party who committed negligence, judging from the existence of a warrant or an agreement that shows that there are parties who commit negligence. With a statement that one of the parties in the engagement committed negligence, the negligent party must be punished by paying compensation for costs, losses, and interest. However, if there are coercive circumstances or unforeseen events, then the negligent party does not need to make compensation (Abubakar & Handayani, 2021).

In the example of the case that the author examined, the goods delivery service in the case of not carrying out its obligations to deliver the package/goods to the recipient in accordance with the agreed time, the act of the goods delivery service can be qualified as an act of default/default or commonly known as default. Default of a debtor can be in the form of:

- a) Not doing what he said he would do
- b) Carry out what he promised, but not as promised
- c) Did what he promised, but was late
- d) Do something that, according to the agreement, is not allowed to be done

With the existence of a transportation agreement and the occurrence of default, in the absence of a force majeure that causes the goods delivery service to be unable to carry out its obligations.

In the case experienced by Nova and Lea, it is clear that the goods delivery service was unable to fulfil the performance according to the transportation agreement and had defaulted. Where the goods delivery service has carried out what was promised, but not as promised, and did not do what it was capable of doing. So in this case, the goods delivery service must provide a form of consumer protection in the form of compensation to consumers. However, in the results of the author's interview with Nova, he did not find any form of consumer protection as stated in Article 1244 of the Civil Code, namely that goods delivery services must provide compensation. However, the goods delivery service did not provide this compensation to Nova; instead, Nova received compensation from the seller of the goods he bought the goods for. Apart from the

Consumer Protection Act and the Civil Code, consumer protection can also be seen in the Commercial Law Code, specifically in Article 86 of the Criminal Code.

Article 86 of the Criminal Code states that:(Ariawan, 2025) "An expeditor is a person whose job is as a handyman ordering other people to organize the transportation of his merchandise and others, by land or water. The forwarder has the obligation to make records in the register on a daily basis regarding the types and quantities of merchandise and other items to be transported, and if requested, also regarding their value. The transportation agreement in the Criminal Code is regulated in article 90 which says:(Yuwafi et al., 2025) "Bill of lading is an agreement between the sender or expeditor and the carrier or skipper of the ship, and includes in addition to what may be an agreement between the parties concerned, such as the period for organizing transportation and compensation for losses in the event of delays, also includes among others:

- a. The name and weight or size of the goods being transported, as well as the brands and numbers
- b. The name of the person to whom the goods were sent
- c. The name and location of the carrier or captain of the boat
- d. Total wages of the carrier
- e. Signature of the sender or expeditor

In the case of the transport document, the expeditor must open it in his daily register." The obligations of the expeditor are also regulated in Article 468 of the Criminal Code, which explains that:(Setiawati & Indrawan, 2024) "Maintaining the safety of the goods being transported from the time the goods are received until the goods are handed over. In addition, the carrier must compensate for losses incurred because the goods cannot be delivered, and damage to the goods occurs. For the actions taken by the freight forwarder as a freight forwarder, who has the obligation to maintain the safety of packages or shipments that must be transported, starting from the receipt of the goods until the package or goods reach the recipient (Simarmata et al., 2025). If the package or delivery item does not reach the recipient, the freight forwarder has the obligation to compensate for any losses caused by negligence, causing the package or item to be damaged and/or lost.(Arifin et al., 2021)

From the results of the interviews, the authors analyse the cause of the packages belonging to @novakiddy and @azaleaflower_ being damaged and lost, namely due to the negligence of the freight forwarders. So here, the freight forwarding service, as the carrier of the shipment, has an obligation to maintain the safety of the package or shipment that must be transported, starting from the receipt of the goods until the shipment reaches the recipient. If, in the process of transportation, the goods delivery service makes a mistake, then the goods delivery service is obliged to make compensation for all losses caused by its negligence, so that the package belonging to the consumer is broken or lost during the sorting process.

3.2. Provisions for responsibility and/or compensation provided by goods delivery services for lost and/or damaged goods belonging to consumers are connected with the Consumer Protection Act

Based on the author's interview with Lea, the owner of the Twitter account @azaleaflower_, as a seller of K-pop accessories and a consumer of goods delivery services, Lea experienced many losses due to her shipment being lost during the sorting process. As for the author's question to Lea, "How do you know that the package you sent was lost/damaged in the process of sorting or sending goods?" Previously, Lea entered into a transport agreement with a pick-up system by the courier for the goods delivery service, at which time Lea did not immediately come to the goods delivery counter to send the goods. At that time, it was estimated that Lea's shipment would arrive on October 4, 2021, in the hands of Lea's customer, but by October 18, 2021, the status on the delivery receipt had not arrived and was delayed due to delays in the shipping fleet schedule. Customer Lea also filed a complaint with Shopee's customer service (the e-commerce used by Lea and customers as a medium for buying and selling online) to question the status of the goods she bought. Lea tried to help by asking the delivery service courier who picked up the goods, after which the courier sent a receipt to ask if the receipt he sent was the same as the item Lea sent. And after going through an investigation process, the freight forwarder found that Lea's shipment was scattered and lost in the process of sorting the goods.

The results of the investigation found that Lea's shipment was missing. J&T Express also provides accountability by providing compensation in the form of cash. However, according to Lea, the form of responsibility given by the delivery service cannot be considered as compensation. Because Lea still feels lost. Because the goods that Lea sent had a price of IDR 150,000.00 (one hundred and fifty thousand rupiah), but the freight forwarder only compensates for a loss of 10x the shipping fee, which is IDR 90,000.00 (ninety thousand rupiah). The calculation of IDR 90,000.00 (ninety thousand rupiah) was obtained because Lea's customer was in Jakarta and was charged a shipping fee of IDR 9,000.00 (nine thousand rupiah), which, if multiplied by 10, is IDR 90,000.00 (ninety thousand rupiah). The goods delivery service only provides compensation of 10x the shipping cost because the goods Lea sends are not insured. Apart from material losses, Lea also feels that her good name has started to be written off as a seller of KPOP accessories. Lea is afraid that in the future, many KPOP fans will not believe in buying the KPOP goods that she sells. In this case, Lea felt that this was not Lea's fault, but the negligence of the delivery party. So Lea will feel at a loss if in the future, the goods she sells are deserted by buyers because of the track record of testimonials from buyers who judge that the goods sent take a long time to arrive. As a seller who often uses goods delivery services, Lea herself does not really understand the benefits that can be obtained from the insurance-type

product belonging to the goods delivery service because the goods delivery service employee never provides or offers insurance when Lea wants to send goods. However, after the incident where her shipment was lost, Lea only used insurance for every shipment of goods so that if the same case occurred, Lea would no longer only receive compensation of 10x the shipping cost, but in full, according to the price of the goods she sent.

In contrast to what Lea told the author. During an interview as a staff for the goods delivery service, the author asked about the form of responsibility that the freight forwarder provides if goods are lost or damaged during the sorting or shipping process. The goods delivery service explains that if there is damage or loss to the goods sent, the goods delivery service will certainly receive a report, investigate and provide compensation. The first step that must be taken by the consumer to get compensation is that the sender of the goods must attach evidence in the form of a photo of the condition of the item before it is sent, the recipient must attach a photo of the condition of the item after it is received, and the unboxing video of the item sent. Then, the goods delivery service will open an investigation group between the branch where the report was made, the Gateway, and the Quality Control section. Based on the results of the author's interview with the owner of the Twitter account @azaleaflower_, the author analyses that when the goods delivery service has not been able to fulfil the achievements of the transportation agreement, the goods delivery service has fulfilled its obligations contained in article 7 (f) of the Consumer Protection Act, namely to provide compensation, replace loss and/or compensation for losses resulting from the use, usage and utilization of traded goods and/or services. It is also explained in Article 1366 of the Civil Code that every person is responsible not only for losses caused by his actions, but also for losses caused by his lack of caution (Hamzah, 2017). From the two articles above, there is no detail found regarding the provision of compensation that must be given by the business actor to consumers who use his services, therefore because there are no provisions that provide details regarding the provision of compensation, the goods delivery service has the authority to make rules in terms of providing compensation to consumers who feel aggrieved if there is damage or loss of goods. However, in the case experienced by Lea, the freight forwarding service violated Article 7 (a), as a business actor that has an obligation to act in good faith in carrying out its business activities. Because the goods delivery service as a business actor does not explain in detail the benefits that will be obtained if the goods are sent. If examined, it can be seen that many goods delivery services violate the provisions stipulated in the Consumer Protection Act, including violating Article 4 (a) the right to comfort, security and safety in consuming goods and/or services, Article 4 (c) the right to correct, clear and honest information regarding the conditions and guarantees of goods and/or services, Article 4 (d) the right to have opinions and complaints heard about the goods and/or services used, Article 4 (h) the right to receive compensation, compensation and/or replacement if the goods and/or services received are not in accordance with the agreement or not as they should be.

The consumer protection law also states the form of obligations of business actors as contained in Article 7 (g), business actors have the obligation to provide compensation, compensation, and/or reimbursement if the goods and/or services received or used are not in accordance with the agreement. It does not match what is meant in this article, namely, Nova's shipment of goods is lost and broken into by the goods delivery service, and Nova does not receive the goods properly, which means that the goods delivery service does not fulfil the obligations according to the transportation agreement. Therefore, the delivery service should provide a form of compensation for the loss of Nova's shipment. In circumstances like this, when the business actor refuses and/or does not respond and/or does not comply with compensation to the consumer, the consumer has the right to file a lawsuit with the Consumer Settlement Agency or the Judicial Body where the consumer is located, this is as stated in Article 23 of the Consumer Protection Act.

4. Conclusion

The research objective regarding the certainty of legal protection for users of goods delivery services is answered through the availability of layered legal instruments both preventive and repressive in the UUPK, KUHD, and KUH Perdata which place negligence of business actors as the absolute basis for compensation obligations, where its implementation in the field is realized in a dualistic manner through a full assistance scheme for insured goods and limited compensation of ten times the shipping cost for non-insured goods with an open right to sue through BPSK or the court. As a form of practical application of these findings, this compensation formula needs to be transformed by service providers into a digital interactive system in the form of a pop-up disclaimer that requires agreement on the application or cash register before the receipt is printed; this step is important as a means of instant education so that standard clauses no longer become information traps, while also encouraging consumers to be more proactive in mitigating the risk of loss from the start of the transaction.

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