

## The Role of E-Commerce Platforms in Resolving Breach of Contract Disputes Related to the Delivery of Goods Not in Accordance with Consumer Orders by Business Actors

Muhammad Fikri<sup>1)</sup> & Heru Sugiyono<sup>2)</sup>

<sup>1)</sup> Faculty of Law, Universitas Pembangunan Nasional “Veteran” Jakarta, Indonesia, E-mail: [2110611104@mahasiswa.upnvj.ac.id](mailto:2110611104@mahasiswa.upnvj.ac.id)

<sup>2)</sup> Faculty of Law, Universitas Pembangunan Nasional “Veteran” Jakarta, Indonesia, E-mail: [herusugiyono@upnvj.ac.id](mailto:herusugiyono@upnvj.ac.id)

**Abstract.** *This research discusses the role of e-commerce platforms in resolving default disputes in e-commerce transactions with a focus on the case of delivery of goods not according to order as the object of research. The purpose of this research is to analyze the effectiveness of legal protection for consumers as well as the role of the platform in resolving such disputes. This research uses normative juridical method with statutory approach and case study. The results show that although there is a legal basis in the form of the Consumer Protection Law and its implementing regulations, implementation in the field is still not optimal. The obstacles faced include low consumer legal literacy, lack of transparency in the dispute resolution mechanism in the platform, and the lack of connection between the platform's internal system and the official dispute resolution institution. In addition, e-commerce platforms have not fully carried out their responsibilities as organizers of the digital transaction ecosystem. This research concludes that strategic steps are needed in the form of strengthening regulations, integrating dispute resolution systems with official institutions, and increasing legal education for consumers in order to create a fair, fast and sustainable dispute resolution mechanism.*

**Keywords:** *Breach; Contract; Consumer; E-commerce; Protection.*

### 1. Introduction

Digital transformation has brought significant changes to global trade activities, including in Indonesia. This digital transformation has drastically changed the way people conduct transactions, especially through e-commerce platforms. According to a report by Google and Temasek (2022), Indonesia's digital economy is worth USD 77 billion in 2022 and is projected to increase to USD 130

billion by 2025 (Limanseto, 2023). This phenomenon shows that e-commerce has become an integral part of Indonesians' daily lives in buying and selling goods and services. Amid the rapid development of digital technology, Indonesian society is increasingly relying on digital platforms to meet daily needs. However, behind the convenience offered, there also arise serious issues concerning legal protection for consumers. It is not uncommon for consumers to receive goods that do not match the promised specifications, whether in terms of quality, quantity, or other distinguishing features. In such situations, consumers often face difficulties in effectively asserting their rights, which reflects the ongoing weakness of the legal protection mechanisms within the current digital ecosystem.

From a legal perspective, this phenomenon reflects a failure on the part of business actors to fulfill their obligations as stipulated in the electronic agreement (Oktriadi et al., 2020). This is in accordance with Article 1243 of the Civil Code (KUHPerdara), which defines default as the non-fulfillment of a contractual obligation, thus giving the other party the right to claim compensation, cancel the agreement, or demand the performance of the obligation. The state has provided a legal umbrella through Law No. 8 Year 1999 on Consumer Protection to address various transaction issues between business actors and consumers (Putri & Sugiyono, 2023). Furthermore, Article 5 of the Electronic Information and Transactions Law (ITE Law) affirms that electronic documents possess valid legal force, thereby strengthening the legitimacy of digital transaction evidence in consumer disputes. However, in the context of e-commerce transactions, the implementation of this regulation has not been fully effective. One of the main reasons is the absence of explicit provisions in the regulation regarding the division of responsibilities between business actors and digital platform providers. This legal vacuum creates uncertainty that has the potential to harm consumers.

The first real-life case occurred in early 2024, when a Tokopedia customer ordered a Xiaomi Poco C65 smartphone from an official store. However, upon opening the package, the customer found a piece of brick wrapped in bubble wrap instead. The report was supported by an unboxing video and documentation of the complaint submitted to Tokopedia and Ninja Xpress, but for some time, no adequate resolution was provided (Gandi, 2024). The second viral case in 2023 also involved Tokopedia, where a customer ordered an iPhone but received a rock inside the package. Tokopedia stated that it conducted an internal investigation but did not provide detailed information regarding the resolution mechanism or compensation for the customer (Putri, 2023). These two incidents highlight the weak logistics oversight and the lack of clear responsibility on the part of the marketplace in addressing serious customer complaints. The third case occurred on Shopee Mall in March 2023. A buyer

reported that out of 108 items ordered, 13 were not delivered and 10 did not match the order list. Despite submitting unboxing videos and photos as evidence, the refund request was rejected by Shopee's system. Furthermore, the seller blocked the buyer and showed no goodwill (Madia, 2023). Although Shopee has a return policy, its effectiveness depends on internal mechanisms and the seller's good faith (Jane & Anggraini, 2021). This case illustrates how a dispute resolution system that is supposed to function automatically can fail to deliver justice for consumers. These three cases illustrate that, while e-commerce platforms offer convenience in conducting transactions, systemic issues persist, including a lack of clear information on grievance procedures, an ambiguous division of liability between sellers and e-commerce platforms, and limited access to effective dispute resolution mechanisms (Huda, 2024). This highlights that ensuring compliance with digital contracts remains a significant challenge in the practice of online transactions (Aulia et al., 2024).

The absence of equitable settlement solutions in these three cases reflects the weak enforcement of the principle of access to justice in the context of digital transactions. Consumers are often left to navigate issues on their own when faced with uncooperative sellers, automated systems that reject claims without reasonable justification, and platforms that adopt a neutral or disengaged stance. This situation runs counter to the fundamental principles of consumer protection as stipulated in Article 4 of Law No. 8 of 1999 on Consumer Protection, which guarantees consumers the right to comfort, security, and safety in the consumption of goods and/or services. In various online transaction cases, consumers often do not receive legal certainty when a breach of contract occurs. Although return policies are formally available, their implementation is often difficult to access and does not always provide adequate protection for consumers. Many consumers do not understand the contents of digital contracts, and some are even unaware that they have agreed to legally binding terms and conditions (Pasaribu & Silaen, 2024).

Previous studies have discussed aspects of contract breaches and consumer protection. Zurnetti et al. (2020) addressed *wanprestasi* in online commerce but emphasized criminal fraud rather than contractual civil remedies. Huda (2024) explored Islamic law's perspective through the principle of *khiyar* in digital contracts, whereas this study applies Indonesia's positive law framework. Maulana (2023) highlighted the importance of consumer rights but did not analyze platform responsibilities in dispute resolution. Consequently, these studies have not sufficiently examined the legal accountability of platform providers alongside merchants in e-commerce disputes.

This study aims to fill that gap by evaluating the role of e-commerce platforms in resolving disputes arising when business actors deliver goods that do not match

consumer orders, as well as analyzing the forms of legal responsibility shared between sellers and platform providers in cases of breach of contract related to the delivery of non-conforming goods. The study seeks to contribute to the discourse on digital contract law and the enforcement of consumer rights within Indonesia's rapidly growing digital economy. Identifying and understanding this issue is essential for developing a more responsive legal framework that ensures fairness, accountability, and trust in digital transactions—an urgent need in light of the accelerating growth of online commerce.

## **2. Research Methods**

The legal research method is used to examine law as conceptualized in the form of norms that apply within society and are established by authorized institutions (Amiruddin & Asikin, 2016). This research was conducted using a normative juridical legal research method, namely a method that focuses on the study of applicable legal norms, including statutory regulations, legal principles, legal doctrines from legal scholars, and court decisions (Marzuki, 2017). The data sources used in this research are secondary data, consisting of primary legal materials (Law No. 8 of 1999 concerning Consumer Protection, Law No. 11 of 2008 *jo* Law No. 19 of 2016 concerning Electronic Information and Transactions, as well as secondary legal materials (books, legal journals, and expert opinions). The approaches used in this research are the case approach and the statutory approach. The statutory approach is a type of research that prioritizes statutory regulations as the primary basis for conducting the study (Soekanto & Mamuji, 2001). This approach is carried out by examining all laws and regulations related to the legal issue being addressed (Marzuki, 2011). Data collection techniques in normative legal research are carried out through literature studies or document studies (Suteki & Taufani, 2020), which are then analyzed and concluded based on the applicable legal norms.

## **3. Results and Discussion**

### **3.1. The Role of E-Commerce Platforms in Resolving Breach of Contract Disputes Related to the Delivery of Goods Not in Accordance with Consumer Orders by Business Actors**

The development of e-commerce in Indonesia has opened up huge opportunities for the transformation of the buying and selling system. Along with the rapid development of e-commerce, the intensity of disputes has also increased significantly. This indicates that the number of cases requiring legal resolution will continue to grow. In the context of online transactions, various forms of disputes typically arise as a result of breach of contract, which occurs when one party fails to fulfill their obligations under the agreed-upon agreement (Rahman, 2022).

The resolution of disputes resulting from breaches of contract in e-commerce transactions represents an increasingly pressing issue that requires systematic attention within the Indonesian legal framework. One of the most prevalent forms of breach involves the delivery of goods that fail to correspond with the specifications agreed upon at the time of purchase, including variations in color, size, functionality, or, in more severe instances, the delivery of counterfeit products or items entirely unrelated to the original order (Pratama, 2020). A notable example occurred in February 2024, when a consumer named David reported purchasing a smartphone through the Shopee marketplace but instead received a piece of brick (Gandi, 2024). Despite submitting compelling evidence, including a video documenting the unboxing process and proof of transaction, the consumer's complaint was not resolved in a satisfactory manner. The platform merely indicated that an investigation was underway, without providing any transparent explanation regarding its procedures or outcomes (Sagala & Marpaung, 2021). This incident underscores the inadequacy of internal dispute resolution mechanisms employed by prominent e-commerce platforms, as well as the lack of substantial legal protection afforded to consumers in addressing such contractual breaches. Furthermore, these unresolved cases not only result in material losses for consumers but also contribute to the erosion of public confidence in digital commerce systems (Putra, 2014).

In another case involving the purchase of an iPhone, the consumer once again received rocks instead of the ordered product. The platform's response followed a familiar pattern: a unilateral investigation that lacked both transparency and accountability (Putri, 2023). This situation underscores a fundamental flaw in the e-commerce complaint system, which continues to be controlled by the platform itself. By functioning as both facilitator and final arbiter in dispute resolution, the platform occupies a dual role that poses significant risks of conflict of interest (Pertiwi et al., 2023). A similar case occurred at Shopee Mall, where a consumer ordered 108 items consisting of eight different types of products. Upon inspection, the consumer found that 13 items were missing from the shipment, and 10 additional items received were not included in the original order. When the consumer filed a complaint, the system rejected it on the grounds that it did not meet the return requirements. Follow-up questions were ignored, and the customer's account was eventually blocked by the seller (Madia, 2023). This case highlights the significant power imbalance between consumers and businesses, as well as the absence of the platform acting as a fair and impartial mediator (Lestari et al., 2021).

E-commerce platforms such as Shopee, Tokopedia, and Lazada do provide complaint and refund systems that appear to be well-structured. However, these systems are highly technocratic and process claims primarily based on the completeness of visual evidence or digital logs. The decisions made by these

systems often fail to consider contextual or complex evidence, particularly when consumers are unfamiliar with the administrative procedures imposed by the platform. As a result, many complaints are automatically rejected despite being supported by strong evidence (Nurchahyo & Putra, 2021). This system tends to overlook the consumer's rationale and context, leading to substantive injustice. The internal resolution mechanisms, which rely heavily on rigid procedural requirements, function more as legal shields for the platforms than as fair dispute resolution tools (Rofka et al., 2022).

Shopee, as an electronic system provider, bears responsibilities under Article 15 of Law No. 11 of 2008 on Electronic Information and Transactions (ITE Law) in conjunction with Law No. 19 of 2016, which obliges providers to ensure the reliability of their systems and the protection of user data and rights. This implies that in the event of a breach of contract originating from internal system failures—such as the lack of seller verification or weak mediation processes—Shopee may be considered a party that shares legal responsibility. Specifically on Shopee, the platform offers two main features as part of its internal dispute resolution mechanism: “Shopee Guarantee” and the “Resolution Center.” According to information from Shopee Indonesia's official website, consumers may request a return if the received goods are incorrect, defective, or incomplete. However, to be eligible for a refund, consumers must meet several strict requirements. One key condition is the submission of visual evidence in the form of an uninterrupted unboxing video recorded from start to finish, along with reporting the issue within a limited time after the order is received. If these conditions are not met, the system will automatically reject the claim without providing space for rational assessment or additional administrative discretion (Shopee Indonesia, 2022).

Digital literacy is an important factor that exacerbates this problem. Many consumers are unaware of the importance of recording the unboxing process or saving digital documents as supporting evidence. Only a small percentage of consumers understand their legal rights and the procedures they must follow when facing contract violations. The majority feel confused and frustrated when the platform system rejects their claims, as they do not know where to file complaints beyond the automated customer service responses, which often fail to address the core issues (Devi & Simarsoit, 2020).

In the context of Indonesian positive law, consumer dispute resolution—particularly within e-commerce transactions—has been classified into two primary pathways under Law No. 8 of 1999 concerning Consumer Protection. The first is the non-litigation route, which includes: (a) resolution through direct agreement between consumers and business actors, and (b) resolution through official institutions such as the Consumer Dispute Settlement Agency (Badan

Penyelesaian Sengketa Konsumen, BPSK), using mechanisms of conciliation, mediation, or arbitration. The second route is litigation, involving formal legal proceedings in court (Undang-Undang Republik Indonesia, 1999, Article 45). In practice, direct settlement in e-commerce is often ineffective due to the limited communication between consumers and sellers, which is largely mediated by digital systems controlled by the platforms. Consequently, involving institutions such as the BPSK should be considered a rational and appropriate solution.

However, the reality on the ground shows that the dispute resolution mechanism is not yet functioning optimally. Many consumers are unaware of the existence of the Consumer Dispute Resolution Agency (BPSK) in their respective regions or do not understand the formal procedures for filing disputes through this institution. Consumer legal literacy, especially regarding dispute resolution mechanisms outside of digital platforms is still relatively low. As a result, most complaints are only submitted through internal systems designed and controlled unilaterally by e-commerce service providers (Devi & Simarsoit, 2020). This situation leads to an unfair and non-transparent dispute resolution process, which tends to disadvantage consumers due to their limited ability to meet the evidence requirements to prove contract breaches.

Furthermore, Article 52 of Law No. 8 of 1999 affirms that decisions issued by the Consumer Dispute Settlement Agency (BPSK) are final and binding, and they carry executorial power equivalent to court rulings. This means that when a consumer is able to bring their case before BPSK and it is proven that they suffered a loss due to the seller's breach of contract, the decision rendered is not only legally binding but can also be executed directly without the need for prior court proceedings. This mechanism is particularly well-suited for digital disputes, as it offers faster resolution, lower costs, and greater flexibility in evidentiary procedures (Pasaribu & Silaen, 2024). The burden of proof is not placed solely on the consumer but is proportionally shared with business actors and the platform, both of which possess access to transaction histories and digital records (Nurfauzi, 2025). Unfortunately, to date, there has been no established system of collaboration between platforms such as Shopee or Tokopedia and the BPSK.

Low consumer literacy regarding legal rights in digital transactions has led to disputes being resolved more often through informal channels such as social media than through formal legal mechanisms (Ramadhan, M.S. et al., 2024). Many consumers feel that their complaints receive more attention when published online than when formally submitted to the Consumer Dispute Resolution Agency (BPSK). Although BPSK decisions are final and legally enforceable, the institution remains underutilized due to technical and geographical constraints. This highlights a broader failure to disseminate information about legitimate legal solutions to the public, as well as a mismatch

between the regulatory framework and its implementation in Indonesia's e-commerce landscape.

Moreover, the absence of system integration between e-commerce platforms and dispute resolution bodies such as the Consumer Dispute Settlement Agency (BPSK) or a national Online Dispute Resolution (ODR) mechanism has resulted in platform-based internal systems becoming the sole point of reference for consumers (Gumilar et al., 2025). When refund claims are rejected, consumers are not provided with the option to appeal to an external authority. This indicates that the mechanisms in place merely simulate formal justice, while in practice, they limit consumers' substantive rights. Although BPSK already exists, its jurisdiction has not yet been systematically expanded to accommodate e-commerce cases. Therefore, regulatory reform is necessary to empower BPSK to handle digital disputes and coordinate effectively with relevant ministries and institutions (Idy & Rauf, 2022).

The government should establish technical regulations requiring all digital platforms to provide external complaint channels connected to institutions such as BPSK or the national ODR. Thus, if the internal system does not resolve disputes satisfactorily, consumers have a legitimate and clear legal channel to follow up. Currently, this regulatory vacuum remains the main root cause of inequality between consumers and digital businesses. It is also important to emphasize that strengthening the digital complaint system is not only the responsibility of platforms but also of the government. The Ministry of Trade could develop a national e-commerce complaint dashboard integrated with BPSK, LPKSM, and the Ombudsman. This dashboard could serve as a digital space where all consumer complaints are documented, processed objectively, and monitored publicly. With such a system in place, it is hoped that transparency, speed, and accountability in dispute resolution will improve significantly.

Therefore, the current dispute resolution system for breaches of contract in e-commerce cannot yet be said to fulfill the principles of procedural and substantive justice. Internal complaint procedures within platforms remain insufficiently accommodative, formal institutions such as BPSK are not systemically integrated, and litigation processes are too slow and costly for minor disputes. Hence, a systemic reform emphasizing digital integration and multi-stakeholder collaboration is necessary to ensure consumer protection extends beyond mere legal provisions. In the long term, the integration between platform internal systems and state dispute resolution bodies represents a strategic step toward a fair digital ecosystem. Platforms, which have so far held unilateral authority over refund processes, must be subject to regulations granting consumers the right to appeal. Internal and external systems should not

operate independently but rather complement each other in protecting consumer rights and maintaining public trust in digital commerce.

### **3.2. Forms of Legal Responsibility Between Sellers and E-Commerce Platform Providers Toward Consumers for Breach of Contract in the Delivery of Goods Not in Accordance with Orders Through E-Commerce Platforms**

Legal responsibility for breaches of contract in e-commerce transactions does not rest solely on the seller as the business actor but also involves the digital platform as the intermediary and facilitator of the transaction. In practice, platforms such as Shopee, Tokopedia, or Lazada do more than merely provide a marketplace; they also regulate payment systems, logistics, and complaint mechanisms. Therefore, in cases of breach, such as the delivery of goods that do not match the order, the platform also bears responsibility if it is proven to have been negligent in performing its supervisory functions and in safeguarding consumer protection (Anggraini & Jane, 2022; Kurniasari & Farsia, 2024).

Platform liability may arise under both contractual and tortious grounds (Prastyanti & Hermawan, 2023). When an e-commerce platform derives direct financial benefit from transactions and maintains control over the distribution process, it may be held liable based on the principles of fairness and due diligence. Furthermore, the application of the strict liability doctrine may be justified to ensure effective consumer protection within an automated digital system (Mahmada & Susilowati, 2024). If a platform profits from each transaction, it also bears responsibility for the quality of services and goods provided by its partner sellers. This aligns with the civil law principle that any party deriving benefit from a legal relationship must also bear the legal consequences associated with it (Bramantyo & Rahman, 2019).

In several cases, the internal dispute resolution systems of e-commerce platforms do not reflect the principles of procedural justice (Siahaan & Mahmudah, 2023). The algorithms used to determine the validity of claims are often non-transparent and do not involve fair and objective human judgment. However, Article 4 of the Consumer Protection Law explicitly grants consumers the right to clear information and fairness in dispute resolution. Furthermore, the delivery of non-conforming goods, defective products, or the failure to deliver goods at all constitutes a pure breach of contract under the law of obligations. In such cases, the seller is obligated to compensate for the loss and/or replace the goods (Halim, 2023).

From the consumer's perspective, clarity regarding the party responsible is essential to prevent arbitrary shifting of liability (Arief, 2023). On marketplace platforms, numerous cases have shown that consumers are frequently redirected between the platform's customer service and the seller's customer

service, resulting in inefficient dispute resolution. Therefore, the allocation of legal responsibility must be clearly stipulated in regulations, including the obligation of the platform to directly resolve consumer loss claims when its internal system is proven to have failed in providing adequate protection. Platforms also bear the duty to educate consumers about their rights and obligations in electronic transactions. At present, many consumers do not read or fully understand the applicable terms of service, which are commonly classified in legal doctrine as standard form contracts. These contracts often contain unilateral clauses that disadvantage consumers. As such, consumer protection regulations must be strengthened to impose limits on the authority of platforms in drafting unilateral contractual terms (Putra, 2014).

In addition to formal legal approaches, regulators must also make efforts to establish industry standards that require platforms to provide honest information, manage disputes fairly, and take responsibility for any systemic violations that harm consumers. This can be achieved through collaboration between the government, e-commerce associations, and national consumer protection agencies. Considering the digital structure of transactions and the dominant position of platform providers, legal responsibility should not rest solely on the seller. The platform, as the system provider, must be regarded as a party to the legal relationship and held legally, ethically, and contractually accountable. Otherwise, breaches of contract will continue to occur without adequate consumer protection in the era of digital commerce.

#### **4. Conclusion**

The resolution of breach of contract disputes in e-commerce transactions—particularly those involving the delivery of goods that do not match the order—continues to face both structural and substantive challenges within the Indonesian legal system. Law No. 8 of 1999 on Consumer Protection and other related regulations provide legal protection, but several obstacles hinder its practical implementation. These include low consumer legal literacy, a lack of transparency in dispute resolution mechanisms within platforms, and the absence of integration between e-commerce internal systems and formal dispute resolution bodies such as the Consumer Dispute Settlement Agency (BPSK). Moreover, e-commerce platforms have not fully assumed their responsibility as neutral and fair facilitators in resolving conflicts between sellers and buyers. Therefore, strategic measures are required from the government and relevant stakeholders. The government must develop an integrated and accessible digital complaint system, strengthen regulations to mandate platform connectivity with official institutions, and enhance legal education for consumers. At the same time, platforms like Shopee must act as neutral and fair facilitators by assuming greater responsibility for dispute resolution and

transaction integrity. Furthermore, regulations must reaffirm that the responsibility for consumer protection lies not only with business actors (sellers) but also with platforms as organizers of the transactional ecosystem. Through these efforts, dispute resolution in e-commerce is expected to become faster, fairer, and more sustainable.

## 5. References

### Journals:

- Aulia, S. R., Putri, D. S., Ramdanti, N. S., Arrasyid, M. R., Sianipar, B. B., & Solapari, N. (2024). Analisis yuridis wanprestasi dalam kontrak digital: Studi kasus pada transaksi e-commerce di Indonesia. *Jurnal Inovasi Global*, 2(12). <https://doi.org/10.58344/jig.v2i12.240>
- Bramantyo, R., & Rahman, I. (2019). Legal Protection of E-Commerce Consumers in Online Transactions in Indonesia. *American Journal of Social Sciences and Humanities*, 4(2), 358–368. <https://doi.org/10.20448/801.42.358.368>
- Devi, R., & Simarsoit, F. (2020). Perlindungan Hukum Bagi Konsumen E-Commerce Menurut Undang–Undang No. 8 Tahun 1999 tentang Perlindungan Konsumen. *JURNAL RECTUM: Tinjauan Yuridis Penanganan Tindak Pidana*, 2(2), 119–128. <https://doi.org/10.46930/jurnalrectum.v2i2.644>
- Gumilar, E. R., Sitanggang, M. J., Ketaren, S. R. A., & Everoes, M. E. (2025). Rekonstruksi Penyelesaian Sengketa Perlindungan Konsumen pada Pihak Ketiga sebagai Upaya Transformasi Ekonomi Digital. *Forschungsforum Law Journal*, 2(1), 15–28. <https://doi.org/10.35586/flj.v2i1.9808>
- Halim, A. (2023). Tanggung jawab penyedia platform e-commerce dalam melindungi transaksi jual beli. *Jurnal Notarius*, 2(1).
- Hermawan, R. D., & Prastyanti, R. A. (2023). Perlindungan Hukum Terhadap Konsumen Dalam Transaksi Jual Beli Online (Studi Pada Aplikasi Grab Toko) . *Sanskara Hukum Dan HAM*, 2(02), 127–136. <https://doi.org/10.58812/shh.v2i02.307>
- Idy, M. Y., & Rauf, A. (2022). Responsibility of the parties in electronic transactions. *Jurnal Hukum Volkgeist*, 6(2), 204–207. <https://doi.org/10.35326/volkgeist.v6i2.2217>
- Jane, S. T., & Anggraini, A. M. T. (2021). Tanggung jawab merchant Shopee dalam transaksi COD menurut hukum perlindungan konsumen. *Reformasi Hukum Trisakti*, 3(3). <https://doi.org/10.25105/refor.v4i3.13840>
- Kurniasari, E., & Farsia, L. (2024). Tanggung jawab perdata platform e-commerce Shopee dalam melindungi konsumen terhadap kesalahan pengiriman barang dari toko luar negeri. *JIM Bidang Hukum Keperdataan*, 8(2), 426–437.
- Lestari, M. A., Meliala, D., Anudiwanti, P., & Amalina, N. (n.d.). Optimalisasi Badan Penyelesaian Sengketa Konsumen (BPSK) dalam upaya proteksi hak

- konsumen di ranah siber. *Jurnal Hukum Lex Generalis*, 2(4), 309–328. <https://doi.org/10.56370/jhlg.v2i4.48>
- Mahmada, E., & Susilowati, I. F. (2023). Tanggung jawab penjual terhadap barang yang tidak sesuai dalam perjanjian jual beli secara daring di Lazada. *Novum: Jurnal Hukum*, 11(1). <https://doi.org/10.2674/novum.v2i2.53338>
- Nurchahyo, R., & Putra, P. A. (2021). Critical factors in Indonesia's e-commerce collaboration. *Journal of Theoretical and Applied Electronic Commerce Research*, 16(6), 2458–2469. <https://doi.org/10.3390/jtaer16060135>
- Oktriadi, K., Zurnetti, A., & Suharizal. (2020). Penyelesaian sengketa wanprestasi dalam perjanjian jual beli online (e-commerce) yang mengarah pada tindak pidana penipuan. *Jurnal Syntax Transformation*, 1(7). <https://doi.org/10.46799/jst.v1i7.111>
- Pasaribu, J. L. C., & Silaen, A. P. (2025). Perlindungan hukum bagi konsumen dalam transaksi jual beli online di era digital. *JALAKOTEK: Journal of Accounting Law, Audit, and Tax Technology*, 2(1). <https://doi.org/10.57235/jalakotek.v2i1.4590>
- Pertiwi, R. P., Yuhelson, Sinaulan, R. L., & Ausiandra, Y. (2023). Consumer Dispute Settlement By Mediation Through A Consumer Dispute Settlement Agency In Realizing Legal Protection. *European Scholar Journal*, 4(3), 62–66.
- Pratama Arief, R. (2023). Hukum perlindungan konsumen atas barang yang tidak sesuai dengan gambar pada transaksi di marketplace. *UNES Law Review*, 6(2), 4953–4963. <https://doi.org/10.31933/unesrev.v6i2.1317>
- Putra, S. (2014). Perlindungan Hukum Terhadap Konsumen Dalam Transaksi Jual-Beli Melalui E-Commerce. *Jurnal Ilmu Hukum Riau*, 4(2).
- Putri, S. N., & Sugiyono, H. (2023). Pertanggungjawaban pelaku usaha pemberi diskon palsu dalam praktik jual beli event tanggal kembar e-commerce. *Jurnal Interpretasi Hukum*, 4(3), 536–546. <https://doi.org/10.22225/juinhum.4.3.8279.536-546>
- Rahman, A. (2022). Wanprestasi dalam transaksi jual beli online melalui fitur cash on delivery pada aplikasi marketplace. *Supremasi Hukum: Jurnal Penelitian Hukum*, 31(2), 110–128. <https://doi.org/10.33369/jsh.31.2.110-128>
- Ramadhan, M. S., Syaifuddin, M., Prasada, E. A., Trinanda, M. E., Putri, R. C., & Amini, F. (2024). Edukasi Hukum Transaksi E-Commerce Guna Menciptakan Konsumen Cerdas di SMK Muhammadiyah Pangkalan Balai. *Jurnal Dedikasi Hukum*, 4(3), 233–250. <https://doi.org/10.22219/jdh.v4i3.37462>
- Rokfa, A. A., Pratama Tanda, A. R., Anugraheni, A. D., & Kristanti, W. A. (2022). Penyelesaian sengketa sistem pembayaran cash on delivery (COD) pada media e-commerce. *Jurnal Bina Mulia Hukum*, 6(2), 161–173. <https://doi.org/10.23920/jbmh.v6i2.533>
- Sagala, L. M., & Marpaung, D. S. H. (2021). Penegakkan hukum serta upaya penyelesaian sengketa *online marketplace* melalui mekanisme *online*

*dispute resolution. Widya Yuridika: Jurnal Hukum, 4(2).*  
<https://doi.org/10.31328/wy.v4i2.2414>

Siahaan, S., & Mahmudah, S. (2023). Peran e-commerce dalam penyelesaian sengketa konsumen di era digital. *Jurnal Hukum dan Teknologi, 4(2)*, 87–99.

#### **Books:**

Amiruddin, & Asikin, Z, 2016, *Pengantar Metode Penelitian Hukum*, Rajawali Pers, Jakarta.

Marzuki. P.M, 2011, *Penelitian Hukum*, Kencana Prenada Media Group, Jakarta.

Marzuki, P. M, 2017, *Penelitian Hukum (Edisi Revisi)*. Kencana Prenada Media Group, Jakarta

Soerjono Soekanto & Sri Mamudji, 2014, *Penelitian Hukum Normatif*, PT Raja Grafindo Persada, Jakarta.

Suteki, & Taufani, 2020, *Metodologi Penelitian Hukum: Filsafat, Teori, dan Praktik*, Thafa Media, Semarang.

#### **Internet:**

Gandi, D., (2024), Apes! Beli Produk Smartphone, Namun yang Diterima Malah Potongan Batu-Bata, Accessed from <https://mediakonsumen.com/2024/02/04/surat-pembaca/apes-beli-produk-smartphone-namun-yang-diterima-malah-potongan-batu-bata>

Limanseto, H., (2023). *Pemerintah Dorong Pemulihan Ekonomi Lebih Cepat dengan Optimalkan Potensi Ekonomi Digital*, Accessed from <https://www.ekon.go.id/publikasi/detail/4957/pemerintah-dorong-pemulihan-ekonomi-lebih-cepat-dengan-optimalkan-potensi-ekonomi-digital>

Madia, D., (2023), Barang Dikirim Tidak Sesuai Pesanan, Kebijakan Pengembalian Dana ShopeeMall Merugikan Pembeli, Accessed from <https://mediakonsumen.com/2023/03/22/surat-pembaca/barang-dikirim-tidak-sesuai-pesanan-kebijakan-pengembalian-dana-shopee-mall-merugikan-pembeli>

Putri, S. R., (2023), Tokopedia Buka Suara soal Viralnya Pelanggan Beli iPhone Dapat Batu, Accessed from <https://www.tempo.co/ekonomi/tokopedia-buka-suara-soal-viralnya-pelanggan-beli-iphone-dapat-batu-144373>

#### **Regulation:**

Civil Code

Law No. 8 of 1999 concerning Consumer Protection

Law No. 11 of 2008 concerning Electronic Information and Transactions