

## Legal Protection for Consumers in Sales and Purchase Agreements Through the Cash on Delivery System

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**Abstract.** *The development of information technology has made it easier for people to carry out activities, such as buying and selling transactions. Buying and selling transactions can be conducted online between sellers and buyers, using a cash-on-delivery payment system. However, these transactions often result in defaults by the parties, necessitating legal protection for the injured party. Therefore, the purpose of this study is to determine and analyze the legal status of electronic cash-on-delivery sales and purchase agreements, as well as the legal protection for the parties in electronic cash-on-delivery sales and purchase agreements. This study uses a qualitative approach, focusing on in-depth observation. The results of this study indicate that legal protection for consumers in cash-on-delivery sales and purchase agreements is provided preventively by forcing the parties involved to fulfill their respective obligations. Meanwhile, repressive legal protection can be provided by parties by filing lawsuits against the party causing the loss through litigation or non-litigation channels. In practice, legal protection for consumers still poses various problems. These problems are influenced by various factors related to legal structure, legal substance, legal culture, and bureaucratic apparatus. In addition, the aim of legal protection for consumers is regulated in Article 3 of the Consumer Protection Law so that consumers can be safe and comfortable when making transactions.*

**Keywords:** Agreement; Cash; Delivery; Protection.

### 1. Introduction

It's undeniable that the internet is a crucial medium for providing information to and/or to society today. In fact, the advancement of the internet era represents a technological leap forward, transforming the way local and global businesses operate. Today, systems eliminate the need for face-to-face interaction, simply

transferring data via the internet.<sup>1</sup>Information technology is currently likened to a double-edged sword because it provides improvements to economic welfare and the advancement of human civilization but can also be the most effective means of carrying out legal actions.<sup>2</sup>The emergence of the information technology (IT) revolution has also ushered in a new era in various business activities. Business is often defined as all efforts carried out by individuals or organizations on a regular and continuous basis, including the procurement of goods or services, as well as facilities for sale or rental, with the goal of generating profit.<sup>3</sup>

The use of the internet in e-commerce has had a very positive impact, namely in the speed, ease, and sophistication of global interactions without the limitations of place and time that have become commonplace. More practical business transactions without the need for paper and pen, face-to-face agreements, so that electronic commerce or e-commerce has given rise to positive aspects as a new economic driver in the technology sector. However, on the other hand, there are negative aspects of the development of internet technology related to security issues in transactions and guarantees of legal certainty.<sup>4</sup>The development of information and communication technology has caused the form of agreement to change into an electronic form, which is usually called electronic contact, one of which is COD in e-commerce.<sup>5</sup>

COD (Cash on Delivery) is a payment method used by a seller to a buyer for a product, whereby the seller pays cash upon the arrival of the order. The COD system involves at least three parties: the seller (business owner), the buyer (consumer), and the courier.<sup>6</sup>However, like other payment methods, COD can also cause problems. Many buyers feel the item they ordered is not as expected and then refuse to pay for it, even requesting a refund directly from the courier. In this case, the courier only acts as an intermediary between the seller and the buyer in delivering the item and receiving payment. Therefore, both parties must fulfill the agreed-upon performance. In the case of a COD payment system, the buyer is obliged to pay for the item ordered upon receipt. If there is a discrepancy, it is not

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<sup>1</sup>Mubarroh Azizah, "APPLICATION OF ISLAMIC BUSINESS ETHICS IN ONLINE BUYING AND SELLING TRANSACTIONS AT THE SHOPEE ONLINE STORE: Humani (Law and Civil Society) 10, no. 1 (May 22, 2020): 83-96. <https://doi.org/1026623/HUMANI.V1011.1848>

<sup>2</sup>Ahmad M. Ramli, *Cyber Law and Intellectual Property Rights in the Indonesian Legal System*, Refika Aditama, Bandung, p. 1

<sup>3</sup>Johannes Ibrahim and Lindawaty Sewu, *Business Law, In the Perception of Modern Man*, First Edition, Refika Aditama, Bandung

<sup>4</sup>Abdul Halim Barkatullah, *E-Commerce Business, Study of Security and Legal Systems in Indonesia*, Yogyakarta.

<sup>5</sup>Bambang Tri Bawono, 2020, "The Validity of Electronic Contracts in Software Applications", in the *Akta journal*, Vol 7 No.1, March 2020, page 120 [URL: http://jurnal.unissula.ac.id/index.php/akta/article/view/110556/pdf](http://jurnal.unissula.ac.id/index.php/akta/article/view/110556/pdf), 7 Edy Santoso, op.cit., p;m 145.

<sup>6</sup>Afifah Tri Indah Lestari, Rosida Diani, Nurbaity Saleh, 2022. "Legal Protection of the Parties in Internet Sales and Purchase Agreements Using the Cash On Delivery (COD) System," *Journal of Legal Studies*, No. 1 Vol. 2, p. 2.

the courier's responsibility. In this case, the COD system certainly provides benefits for buyers, one of which is fostering buyer trust in the seller. However, the use of the cash on delivery system often gives rise to conflicts between sellers and buyers, because one party does not fulfill the agreed performance as per the contract (default).

An example of a consumer who made a purchase transaction using the cash on delivery system and was not protected in 2023. The incident occurred through the Shopee platform, at the beginning of the order, the consumer ordered a women's long dress by selecting COD (Cash on Delivery) payment on September 11, 2023 and on the same day the item was immediately packaged by the seller. On September 12, 2023, the item was sent via the expedition chosen by the consumer. After 3 days in transit on September 15, 2023, the item arrived and was delivered by a courier. When opening the item and having made payment, it turned out that the item did not match the description that had been selected and described in the information on Shopee. Finally, the consumer filed a return or refund accompanied by an unboxing video. However, this was not responded to well by the seller on the pretext that the transaction occurred between the consumer and the courier, in addition to the seller also reasoned that the consumer did not read the description properly. On the other hand, shipping service providers who function as third parties have limitations on responsibility regarding the contents of the packages they send. The provisions of Article 1313 of the Civil Code state that an agreement results in an obligation (performance) from one person or a party to another person or another party, thus one of the main elements of an agreement, namely the existence of parties involved in it, because if only one person or one party, there will be no agreement. Meanwhile, according to the provisions of Article 1338 of the Civil Code, it states that "all agreements made in accordance with the law apply as laws for those who make them. The agreement cannot be withdrawn except by agreement of both parties, or for reasons determined by law. The agreement must be carried out in good faith. Therefore, in this case, business actors and consumers must both be based on good faith when buying and selling, especially when buying and selling online. If one of the parties does not comply with the agreement, then he is considered to have violated the law which has certain legal consequences, namely legal sanctions.<sup>7</sup>

Based on the description above, electronic buying and selling using a cash-on-delivery system does simplify business activities. However, there are quite a few problems in its implementation. Even though an agreement has been reached between the seller and buyer, there are still parties who violate the agreement, both sellers and buyers. Therefore, legal protection for consumers in electronic buying and selling agreements using a cash-on-delivery system is crucial.

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<sup>7</sup>Chandra Israel Palar Sinaulan, et all, 2023 "Legal Consequences for Consumers Who Do Not Conduct Transactions According to Cash On Delivery Procedures Reviewed from Civil Law" Jurnal Lex Privatum, No. 5, Vol. XI. Page 6.

Based on the background of the problem above, it is important to conduct research as input for the public to be careful in conducting electronic transactions with COD. Therefore, the author would like to raise the issue entitled: "LEGAL PROTECTION FOR CONSUMERS IN SALES AND PURCHASE AGREEMENTS THROUGH THE CASH ON DELIVERY SYSTEM"

## **2. Research Methods**

This research approach uses a sociological juridical research method. Sociological juridical research is an approach that focuses on identifying real and functional laws in real life. This research uses secondary data sources where data is obtained from books related to this research. The data collection method obtained from this research uses library techniques, namely collecting data by reviewing literature or secondary data, which includes primary legal materials, secondary legal materials, and tertiary legal materials. In addition, interviews are used, namely data collection by means of interaction by preparing questions that are asked as a guide to explore and collect data on information or answers from respondents which are then analyzed in the form of a report as a solution to the problem. Data analysis in this study uses qualitative data analysis.

## **3. Results and Discussion**

### **3.1 Legal Protection for Consumers in Sales and Purchase Agreements Through the Cash on Delivery System.**

E-commerce is able to change people's habits in transactions, from traditional systems that are carried out physically to non-physical. This situation is not impossible in its implementation will involve many parties, which ultimately becomes vulnerable to legal violations. According to Salim HS, the parties in a sales and purchase agreement are divided into 2 (two) types, which include the parties to a conventional Sales and Purchase Agreement consisting of the seller and the buyer while the electronic Sales and Purchase Agreement, namely the buyer is a person or legal entity that purchases goods from the seller electronically. In this case, the importance of legal protection for consumers. This is in accordance with the opinion of Philipus M. Hadjon regarding legal protection, namely legal protection for the people as a preventive and repressive government action. Repressive legal protection aims to resolve disputes, including their handling in judicial institutions.<sup>8</sup>

Legal protection is all efforts by the government to guarantee legal certainty in providing protection to its citizens so that their rights as citizens are not violated, and those who violate them will be subject to sanctions in accordance with the provisions of applicable laws.<sup>9</sup>Based on the definition of legal protection according

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<sup>8</sup>Sudikno Mertokusumo, 2010, Getting to Know the Law, Atma Jaya University Yogyakarta. Page 99.

<sup>9</sup>Arini Sutanti and Anis Mashdurohatun, 2017, "Legal Protection for Consumers Providing Collateral in Credit Transactions at Bank Financial Institutions (A Study of the Imposition of Mortgage Rights)

to Philipus M. Hadjon, legal protection consists of preventive legal protection and repressive legal protection. Likewise, in online sales agreements with a cash on delivery system, the rights of the parties involved must be protected, as one of the objectives of the agreement according to PS Atiyah is that promises that have been made must be implemented and provide protection for a reasonable expectation.<sup>10</sup>

The principle of agreement, namely *pacta sunt servanda*, states that an agreement applies as law or statute for the parties who make it, so that the agreement provides a guarantee of legal certainty for the parties. Suharnoko stated that the main function of an agreement is to provide legal certainty or predictability regarding the binding nature of an agreement between the parties.<sup>11</sup>

The obligations of the parties in a sales and purchase agreement become the rights of the opposing party, as regulated in the Civil Code, namely the obligations of the seller are: to deliver the goods that are the object of the sale and purchase [Article 612 paragraph (1) of the Civil Code], guarantee hidden defects in the goods sold (Article 1474 of the Civil Code), and guarantee legal security for the buyer from interference by other parties (Article 1491 of the Civil Code), while the main obligation of the buyer is to pay the purchase price at the time and place as determined by the agreement (Article 1513 of the Civil Code). As for legal protection for the parties in an electronic sales and purchase agreement with a cash on delivery system, as regulated in Law Number 8 of 1999 concerning Consumer Protection, Law Number 11 of 2008 concerning Information and Electronic Transactions in conjunction with. Law Number 19 of 2016 concerning Amendments to Law Number 11 of 2008 concerning Electronic Information and Transactions, Government Regulation Number 71 of 2019 concerning the Implementation of Electronic Systems and Transactions, and Government Regulation Number 80 of 2019 concerning Trade Through Electronic Systems, namely legal protection for sellers and buyers.

Repressive efforts, which can be carried out in the event that consumers do not want to fulfill their obligations in paying a certain amount of money for goods purchased with a cash on delivery payment system, then it is impossible to cancel the agreement because it will be detrimental to the creditor or the business actor, then according to Article 1267 of the Civil Code that: "The party to whom the obligation is not fulfilled, can choose, force the other party to fulfill the agreement, if it can still be done, or demand cancellation of the agreement, with reimbursement of costs, losses and interest. According to Article 1267 of the Civil

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at PD BKK Susukan, Semarang Regency", in Jurnal Akta Vol. 4 No. 4, December 2017, p. 686, url:<http://jurnal.unissula.ac.id/index.php/akta/article/view/2511/1874>

<sup>10</sup>Maslikan and Sukarmi, 2018, "The Authority of Notaries in Making Authentic Deeds Related to Cooperation Contracts", in Jurnal Akta, Vol. 5 No. 1, March 2018, p. 14, URL: <http://jurnal.unissula.ac.id/index.php/akta/article/view/2526/1888>

<sup>11</sup>Suharnoko, 2015, Contract Law, Theory and Case Analysis, Second Edition, Ninth Printing, Kencana Prenada Media Group, Jakarta, p. 22.

Code, it can be interpreted that for a business actor the right to demand reimbursement of costs for the goods sold, through the regulations contained in the Civil Code Book that the business actor as a creditor can choose the legal consequences that are in accordance with what happened<sup>12</sup>

#### Legal protection for Buyers:

In general, providing legal protection to buyers as consumers has been regulated in Law Number 8 of 1999 concerning Consumer Protection, however, Law Number 8 of 1999 concerning Consumer Protection has not specifically regulated consumer protection in e-commerce. Article 2 of Law Number 8 of 1999 concerning Consumer Protection states that: "Consumer protection is based on the benefit, justice, balance, security and safety of consumers, and legal certainty."

Consumer protection aims to:

- a. Raising awareness among business actors regarding the importance of consumer protection, so that an honest and responsible attitude in doing business grows.
- b. Creating a consumer protection system that contains elements of legal certainty and information transparency as well as access to information.
- c. Increase consumer awareness, ability and independence to protect themselves.

Preventive measures that can be taken if the goods received by the buyer do not match the goods ordered, then the consumer can use the return request feature, here the consumer can submit a complaint with the condition that they must provide video evidence when opening the goods, which can then be used as evidence, then the business actor will provide a refund in the form of goods or money according to the agreement of both parties.

It is necessary to emphasize by every business actor or seller, that the principle that applies in buying and selling, that "the buyer is king", therefore the buyer is king, then the seller as a producer must try as best as possible to provide the things needed by the buyer, both the product and the service method. In accordance with this provision, the seller must always be vigilant (*caveat emptor*), so that the buyer is not disappointed, injured, and suffers other losses. As for legal efforts for consumers if the business actor commits a breach of contract in e-commerce transactions, this can be done through litigation efforts, namely based on Article 38 paragraph (1) of Law Number 11 of 2008 concerning Information and Electronic Transactions, which states that: "Everyone can file a lawsuit against the party that

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<sup>12</sup>Nurul Hajjan, Rani Apriani, and Luthfi Ramadhan, 2021, "Law Enforcement of Consumer Default Actions Through the Cash on Delivery (COD) System," *Supremacy: Journal of Thought and Research in Social Sciences, Law, and Their Teaching*, Vol. XVI No. 2, October 2021, p. 325. [URL: https://ojs.unm.ac.id/supremasi/article/view/22318](https://ojs.unm.ac.id/supremasi/article/view/22318)



organizes the electronic system and/or uses information technology that causes losses", then in Article 45 paragraph (1) of Law Number 1999 concerning Consumer Protection states that: "Every consumer who is harmed can sue the business actor through an institution tasked with resolving disputes between consumers and business actors or a court within the general court environment". And through non-litigation, namely dispute resolution outside the court based on Article 47 of Law Number 8 of 1999 concerning Consumer Protection,

Essentially, online (e-commerce) buying and selling transactions are not significantly different from those conducted in person or conventionally. This is because the online buying and selling process also creates an obligation between the two parties, the consumer and the business, to fulfill their obligations. Regarding legal protection for consumers in online buying and selling transactions, there are no specific legal regulations governing this matter. Therefore, legal protection for consumers in online buying and selling is also subject to Law Number 8 of 1999 concerning Consumer Protection.

### **3.2 Factors Influencing Legal Protection for Consumers in Sales and Purchase Agreements Through the Cash on Delivery System.**

Factors that influence consumer legal protection are divided into several main categories, namely:

- a. Legal factors, namely clear and fair laws and regulations by implementing laws related to consumer protection, namely Law Number 8 of 1999, as well as implementing principles of protection such as the principle of justice, the principle of balance, and the principle of benefit, as well as the principle of security and safety.
- b. Law enforcement factors include institutional coordination, prioritizing enforcement processes, and resource capacity.
- c. Community factors, such as increasing public awareness of their rights as consumers, significantly influence the extent to which protection can function. However, in this case, the level of public awareness is still low. Factors that influence this low level of public awareness are the public's ability to take action in their own interests, such as reporting to the authorities if they encounter and/or become victims of fraudulent goods sold. This low awareness can occur due to several factors, including low education levels and a bureaucratic law enforcement system.
- d. Facilities and infrastructure factors, including technological access in the digital age, can impact consumer awareness and facilitate online fraud. Furthermore, infrastructure access, including the availability and functionality of supporting facilities and infrastructure, such as those related to complaint handling and dispute resolution, is also a crucial factor.

e. Cultural factors include implementing business ethics. Cultural and ethical values in the business world, such as transparency and honesty, influence business behavior toward consumers, and the role of responsibility, with a strong concept of accountability from business actors, is also crucial to ensuring the goods and services offered meet the quality standards expected by consumers.

### **3.3 Legal Protection That Consumers Should Have in Cash-On-Delivery Transactions**

The increasing population has driven increased consumption. The consumption needs of a large population require a variety of services. This variety of consumption makes it easier for producers to meet the various consumption needs of the community. Both rural and urban communities have specific production needs for consumer consumption. Communities with knowledge of consumer science are expected to be able to produce goods or services for their own consumption and for consumers. From the consumer perspective, consumers face various limitations. Based on observations and research conducted by researchers and other researchers, several notes regarding the implementation of consumer protection carried out by consumers themselves are as follows:

- 1) Consumers have limited understanding of their rights. An example is the behavior of consumers who fail to review the clothes they purchase, resulting in the product arriving and being opened, finding it unsuitable. Even when the seller refuses to accept a return, the item is returned to them.
- 2) Consumers are indifferent to the implementation of consumer protection

For example, when the item is not as expected and the seller refuses to take responsibility, the consumer only tries to chat without any other action. Implementing consumer protection is a series of ongoing activities to create conducive conditions, thereby contributing to national development. This activity involves all components of society, both consumers and businesses. The state needs to be present to act as an intermediary, regulator, and regulate the relationship between the two parties. The government, as the regulator and supervisor of consumer protection implementation, needs to create regulations to prevent bias. Legal loopholes and suboptimal oversight also often lead businesses to commit violations in order to maximize profits. Business actors have opportunities to violate consumer rights because consumers lack the empowerment to fight for their rights. This consumer powerlessness is influenced by educational factors, financial factors, and a lack of concern for protecting their rights. In accordance with the principles of consumer protection stipulated in the Consumer Protection Law, there are five principles of consumer protection, namely:

- a. Principle of benefit
- b. The principle of justice



- c. The principle of balance
- d. Principles of consumer safety and security
- e. The principle of legal certainty

The realization of these five principles can be used as a way to support

Indonesia's national development goals. One of the principles reviewed by researchers is the principle of justice. This principle explains the need for participation from all components of society, including business actors and consumers. This is to ensure fairness for both businesses and consumers in implementing consumer protection. In this regard, contributions from various parties are essential. Without state regulation and control, without honesty in business conduct by business actors, and without awareness of consumer rights and obligations, consumer protection is impossible. This will hamper national development, particularly in the economic sector.

#### 1. Conventional Sale and Purchase Deed:

##### CAR SALE-PURCHASE AGREEMENT<sup>13</sup>

On this day ( ----- ) date [( -----) ( --- date in letters ---)]-----

month in letters (--) year [( ----) ( --- year in letters ---)]-----

a sales and purchase agreement has been made which is marked by the signing of a Letter of Agreement, between:'-----  
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a. Name :-----

b. Age :-----

c. Job :-----

d. Address :-----

e. KTP/SIM number :-----

f. Telephone :-----

In this case, acting on behalf of an individual, hereinafter referred to as the Seller.

a. Name : -----

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<sup>13</sup>Source of example of car sale and purchase agreement:<https://webcache.googleusercontent.com/search?q=cache:h5rFe57ii5wJ:https://law.uui.ac.id/wpcontent/uploads/2012/12/Contoh-surat-perjanjian-Pengikat-jual-beli-mobil-FHUII.doc&cd=14&hl=id&ct=clnk&gl=id>

b. Age :-----

c. Job :-----

d. Address :-----

e. KTP/SIM number :-----

f. Telephone :-----

In this case, acting on behalf of an individual, hereinafter referred to as the buyer.

Both parties agreed to enter into a sales agreement -

purchase where the terms and conditions are regulated in 11 (eleven) articles,

as follows below:

## **ARTICLE 1**

### **TYPES OF GOODS**

That the Seller hereby sells and delivers to the Buyer who states that he has purchased and received delivery from the Seller, in the form of:

a. Vehicle Type : ( ----- )

b. Brand/Type : ( ----- )

c. Year of Manufacture : ( ----- )

d. Police Number : ( ----- )

e. Vehicle Registration Certificate (BPKB) Number : ( -----  
---- )

f. Frame Number : ( ----- )

g. Engine Number : ( ----- )

h. Color : ( ----- )

i. Condition of goods: :

Hereinafter referred to as Vehicle.-----

## **Article 2**

### **PRICE**

The price of the vehicle that has been agreed upon by both parties is Rp (..) [(amount of money in letters)]

### Article 3

#### PAYMENT METHOD

----- (etc) -----  
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### Article 4

#### GUARANTEE

[And so on according to the wishes of para party] -----  
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### Article 11

#### CLOSING

This agreement is made in 2 (two) copies, each with sufficient stamp duty having the same legal force, each held by the Seller and the Buyer and comes into effect from the time it is signed by both parties.

(seller and buyer's signatures stamped)

## 2. Sale and Purchase Agreement via the cash on delivery system at Shopee.

To purchase an item on the Shopee app, buyers must have or register with the relevant marketplace app. The steps involved in electronic buying and selling transactions on the Shopee marketplace can be viewed on YouTube or other media platforms.

## 4 Conclusion

Legal protection for the parties in a cash on delivery sales agreement is carried out preventively and repressively. Preventive legal protection is carried out by carrying out obligations by the parties that will prevent disputes or defaults. Repressive legal protection for sellers if the buyer defaults, based on Article 1267 of the Civil Code, business actors have the right to demand reimbursement for the goods sold. In addition, factors that influence legal protection for consumers in cash on delivery sales agreements, in practice, legal protection for consumers still causes various problems. These problems are influenced by various factors, including those related to the legal structure, legal substance, legal culture and bureaucratic apparatus and obstacles faced in the Consumer Protection Law. Business actors can sue consumers who commit default by way of compensation or cancellation of the purchase. For this reason, the suggestion for the community is that it is necessary to increase awareness regarding buying and selling, and in terms of increasing public awareness to report to the competent party if they find or

become victims of food and drinks containing hazardous materials, it is necessary to carry out more intensive socialization, so that public knowledge of the existence of UUPK becomes more increased.

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7 Edy Santoso, op.cit., h;m 145.

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