

**TYOLOGY OF DEFAULT IN TRADE TRANSACTIONS THROUGH
ELECTRONIC SYSTEMS IN THE SHOPEE MARKETPLACE**

(Study on Shopee Users in the @Collegemenfess Account)

THESIS

BY: ARI YANTI

SIN 200202110156



SHARIA ECONOMIC LAW DEPARTMENT

SHARIA FACULTY

STATE ISLAMIC UNIVERSITY MAULANA MALIK IBRAHIM

MALANG

2024

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MALANG

2024

STATEMENT OF THE AUNTENTICITY

In the name of Allah,

With consciousness and responsibility toward the development of science, the writer declares that thesis entitled:

TYOLOGY OF DEFAULT IN TRADE TRANSACTIONS THROUGH ELECTRONIC SYSTEMS IN THE SHOPEE MARKETPLACE

(Study on Shopee Users in the @Collegemenfess Account)

Is truly writer's original work which can be legally justified. If this thesis is proven result of duplication or plagiarism from another scientific work, it as precondition of degree will be stated legally invalid.

Malang, 1st of April 2024

Writer



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TYOLOGY OF DEFAULT IN TRADE TRANSACTIONS THROUGH ELECTRONIC SYSTEMS IN THE SHOPEE MARKETPLACE

(Study on Shopee Users in the @Collegemenfess Account)


The supervisor stated that this thesis has met the scientific requirements to be proposed and to be examined on the Assembly Board of Examiners.

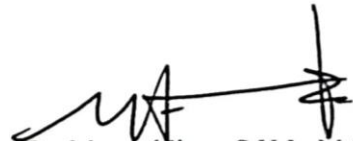
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(Study on Shopee Users in the @Collegemenfess Account)

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MOTTO

التاجر الصدوق الأمين مع النبيين والصديقين والشهداء

“Honest and trustworthy merchants will be resurrected with the Prophets, the
Siddiqs and the martyrs.”

(HR. At-Tirmidzi: 1209)

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بِسْمِ اللَّهِ الرَّحْمَنِ الرَّحِيمِ

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TYOLOGY OF DEFAULT IN TRADE TRANSACTIONS THROUGH ELECTRONIC SYSTEMS IN THE SHOPEE MARKETPLACE

(Study on Shopee Users in the @Collegemenfess Account)

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2. Prof. Dr. Sudirman, M. A., as the Dean of the Faculty of Sharia, State Islamic University Maulana Malik Ibrahim Malang;
3. Dr. Fakhruddin, M. HI, as the Head of the Sharia Economic Law Study Program at State Islamic University Maulana Malik Ibrahim Malang;
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1. Rizka Amaliah, M.Pd., as the author's guardian lecturer while studying in the Sharia Economic Law department at the Faculty of Sharia, State Islamic University Maulana Malik Ibrahim Malang, the author would like to thank you for your guidance, advice, motivation, and directions during the author's lectures;
2. All Lecturers of the Faculty of Sharia, State Islamic University Maulana Malik Ibrahim Malang, who have delivered teaching, educating, guiding, and practicing all their knowledge sincerely. May Allah swt. always repay the goodness that is commensurate with all of them;
3. Staff employees of the Faculty of Sharia, State Islamic University Maulana Malik Ibrahim Malang, the author expresses his gratitude for their participation so far;
4. My mother, sister's, and all my family who always fully support the author, so that he can complete the lecture period and write this thesis well;
5. All friends who have accompanied the author from beginning to end, who have become a home and a place to share the author's complaints while studying at State Islamic University Maulana Malik Ibrahim Malang, the author expresses his gratitude for the sincere support and affection given during the lecture period. Hopefully we can maintain a good friendship until the next time;

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The author realizes that this thesis has shortcomings, because of this the author accepts suggestions and constructive criticism for improvement in the writing of this thesis. The author hopes that the knowledge gained during lectures at State Islamic University Maulana Malik Ibrahim Malang can be useful for future developments.

Malang, 1st of April 2024
Writer,



Ari Yanti
SIN 200202110156

TRANSLITERATION GUIDENCE

In writing scientific papers, the use of foreign terms is often inevitable. In general, according to the General Guidelines for Indonesian Spelling, foreign words are written (printed) in italics. In the context of Arabic, there are special transliteration guidelines that apply internationally. The following table presents the transliteration guidelines as a reference for writing scientific papers. Arabic-Indonesian transliteration of the Faculty of Sharia UIN Maulana Malik Ibrahim Malang is guided by the Library of Congress (LC) model of the United States as follows:

Arabic	Indonesian	Arabic	Indonesian
ا	`	ط	ṭ
ب	b	ظ	ẓ
ت	t	ع	'
ث	th	غ	gh
ج	j	ف	f
ح	ḥ	ق	q
خ	kh	ك	k
د	d	ل	l
ذ	dh	م	m
ر	r	ن	n
ز	z	و	w
س	s	هـ	h
ش	sh	ء	'
ص	ṣ	ي	y

ض	ḍ		
---	---	--	--

To show the long live sound (*madd*), then the method is to write a horizontal scribble above the letter, such as ā, ī dan ū. (أ, ي, و). Arabic double vowels are transliterated by combining two letters “ay” and “aw” such as *layyinah*, *lawwā mah*. Words ending in *tā'marbūtah* and functioning as adjectives or *mud af ilayh* are transliterated with “ah”, while those functioning as *mud af* are transliterated with “at”.

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ABSTRACT

Ari Yanti, 200202110156, **Typology of Default in Trade Transactions Through Electronic Systems in the Shopee Marketplace (Study on Shopee Users in the @Collegemenfess Account)**, Department of Sharia Economics Law, Faculty of Sharia, State Islamic University (UIN) Maulana Malik Ibrahim Malang, Thesis Supervisor Dr. Musataklima, S.HI., M.SI.

Keyword: Typology of Default; Electronic Transactions; Shopee Marketplace

Defaults committed by businesses in the Shopee marketplace have become a significant issue of concern to the public and the media. Consumers often complain that they received a product that is different from the one shown in the advertisement, or that the business actor changed the order, price, or purchase terms after the transaction was made so that the delivered order does not match the initial agreement. These cases often create conflict between consumers and businesses.

This research aims to answer two main questions regarding the typology of default cases in the Shopee marketplace and a review of the implementation of Government Regulation Number 80 of 2019 concerning trade through electronic systems against the typology of defaults that occur in the Shopee marketplace. Both are important things to research as an anticipation of similar cases in transactions in the Shopee marketplace.

This research uses a qualitative approach with empirical juridical methods. Primary data is obtained through interviews with informants who are victims of default typology in Shopee who are members of the @Collegemenfess base account. Secondary data comes from related literature and regulations. The research process involves analysing relevant cases and using steps that have been designed according to the research plan. These steps include interviews, data analysis, and conclusion drawing.

Based on the results of the identification, it is known that there are three typologies of defaults that often occur, namely the non-fulfilment of promises, the fulfilment of the agreement but not as it should be, and the delivery of defective goods. These patterns often violate the provisions stipulated in Government Regulation No. 80/2019, specifically Article 11, Article 17 paragraph (1), Article 20, Article 26 letter a, Article 64 paragraph (1) letter b, Article 69 paragraph (1) and paragraph (2) letters a and d. The violations include the escape of fictitious business actors. Violations include the escape of fictitious business actors who do not meet the requirements and laws and regulations and are still operating in the marketplace, refusal to return goods and funds, delivery of defective goods, and non-compliance with return and exchange procedures. This shows a lack of awareness and law enforcement of consumer protection in transactions on the PMSE, thus demonstrating the need for increased supervision and strict legal action against business actors who violate regulatory provisions.

ABSTRAK

Ari Yanti, 200202110156, **Typology of Default in Trade Transactions Through Electronic Systems in the Shopee Marketplace (Study on Shopee Users in the @Collegemenfess Account)**, Jurusan Hukum Ekonomi Syariah, Fakultas Syariah, Universitas Islam Negeri (UIN) Maulana Malik Ibrahim Malang, Pembimbing Dr. Musataklima, S.HI., M.SI.

Kata Kunci: Tipologi Wanprestasi; Transaksi Elektronik; *Marketplace* Shopee

Wanprestasi yang dilakukan oleh pelaku usaha dalam *marketplace* Shopee telah menjadi isu yang signifikan dan menjadi perhatian masyarakat serta media. Konsumen sering mengeluhkan bahwa mereka menerima produk yang berbeda dari yang ditampilkan dalam iklan, atau bahwa pelaku usaha mengubah pesanan, harga, atau persyaratan pembelian setelah transaksi dilakukan sehingga pesanan yang dikirimkan tidak sesuai dengan kesepakatan awal. Kasus-kasus tersebut seringkali menciptakan konflik antara konsumen dan pelaku usaha.

Penelitian ini bertujuan untuk menjawab dua pertanyaan pokok mengenai tipologi kasus wanprestasi dalam *marketplace* Shopee dan tinjauan terhadap pelaksanaan Peraturan Pemerintah Nomor 80 Tahun 2019 tentang perdagangan melalui sistem elektronik terhadap tipologi wanprestasi yang terjadi dalam *marketplace* Shopee. Keduanya merupakan hal penting untuk diteliti sebagai antisipasi terjadinya kasus serupa pada transaksi dalam *marketplace* Shopee.

Penelitian ini menggunakan pendekatan kualitatif dengan metode yuridis empiris. Data primer diperoleh melalui wawancara dengan informan korban tipologi wanprestasi di Shopee yang tergabung dalam akun base @Collegemenfess. Data sekunder berasal dari literatur dan peraturan terkait. Proses penelitian melibatkan analisis kasus yang relevan dan penggunaan langkah-langkah yang telah dirancang sesuai rencana penelitian. Langkah-langkah tersebut mencakup wawancara, analisis data, dan pembuatan kesimpulan.

Berdasarkan hasil identifikasi diketahui terdapat tiga tipologi wanprestasi yang kerap terjadi, yaitu ketidakpenuhan janji, pemenuhan perjanjian tetapi tidak sebagaimana mestinya, dan pengiriman barang cacat. Pola-pola ini sering kali melanggar ketentuan yang diatur dalam Peraturan Pemerintah Nomor 80 Tahun 2019, khususnya Pasal 11, Pasal 17 ayat (1), Pasal 20, Pasal 26 huruf a, Pasal 64 ayat (1) huruf b, Pasal 69 ayat (1) dan ayat (2) huruf a dan d. Pelanggaran mencakup lolosnya pelaku usaha fiktif yang tidak memenuhi syarat dan peraturan perundang-undangan dan masih tetap beroperasi di dalam *marketplace* tersebut, penolakan atas pengembalian barang dan dana, pengiriman barang cacat, serta ketidakpatuhan terhadap prosedur pengembalian dan penukaran barang. Hal tersebut menunjukkan kurangnya kesadaran dan penegakan hukum terhadap perlindungan konsumen dalam transaksi pada PMSE, sehingga memperlihatkan perlunya peningkatan pengawasan dan tindakan hukum yang tegas terhadap pelaku usaha yang melanggar ketentuan peraturan.

المستخلص

أري يانتي، 200202110156، تصنيف الافتراضي في المعاملات التجارية عبر الأنظمة الإلكترونية في سوق شوبي (دراسة عن مستخدمي شوبي في حساب @Collegemenfess)، قسم القانون الاقتصادي الشرعي، كلية الشريعة، جامعة الدولة الإسلامية (UIN) مولانا مالك إبراهيم مالانج، الإشراف الدكتوروة موساتاكليما، M.SI، S.HI.

الملخصات: الأنماط الافتراضية؛ المعاملات الإلكترونية؛ سوق شوبيه

التقصير الذي يرتكبه رجال الأعمال في سوق شوبي قد أصبح موضوعاً هاماً ويثير اهتمام المجتمع ووسائل الإعلام. يشكو المستهلكون في كثير من الأحيان من أنهم يتلقون منتجات مختلفة عما هو معروض في الإعلان، أو أن رجال الأعمال يغيرون الطلبات أو الأسعار أو شروط الشراء بعد إتمام الصفقة، مما يجعل الطلبات المرسله لا تتفق مع الاتفاقية الأولية. وهذه الحالات غالباً ما تؤدي إلى نشوب نزاعات بين المستهلكين ورجال الأعمال.

البحث يهدف إلى الإجابة على سؤالين رئيسيين حول تصنيف حالات الإخلال بالتزامات العقدية في سوق شوبي واستعراض تنفيذ اللائحة الحكومية رقم 80 لسنة 2019 بشأن التجارة عبر النظام الإلكتروني فيما يتعلق بتصنيف حالات الإخلال بالتزامات العقدية التي تحدث في سوق شوبي. وكلاهما مهم للغاية ليتم دراستها كإجراء احترازي لحدوث حالات مماثلة في المعاملات داخل سوق شوبي.

تعتمد هذه الدراسة على نهج نوعي باستخدام منهج قانوني تجريدي. تم الحصول على البيانات الأولية من خلال المقابلات مع المعلومات الضحايا لتصنيف حالات الإخلال بالتزامات العقدية في شوبي والمنضمين في حساب @Collegemenfess. البيانات الثانوية مستمدة من الأدبيات والقوانين ذات الصلة. يشمل عملية البحث تحليل الحالات ذات الصلة واستخدام الخطوات المصممة وفقاً لخطة البحث. تشمل هذه الخطوات المقابلات وتحليل البيانات وإعداد الاستنتاجات.

واستناداً إلى نتائج التحديد، من المعروف أن هناك ثلاثة أنماط من التقصير التي تحدث غالباً، وهي عدم الوفاء بالوعد، والوفاء بالعقد ولكن ليس كما ينبغي، وتسليم بضاعة معيبة. وغالباً ما تخالف

هذه الأنماط الأحكام المنصوص عليها في اللائحة الحكومية رقم 2019/80، وتحديدًا المادة 11، والمادة 17 الفقرة (1)، والمادة 20، والمادة 26 حرف أ، والمادة 64 الفقرة (1) حرف ب، والمادة 69 الفقرة (1) والفقرة (2) حرف أ و د. وتشمل المخالفات تمرير جهات تجارية وهمية لا تستوفي متطلبات وشروط الحكومة. تشمل المخالفات هروب فاعلين تجاريين وهميين لا يستوفون المتطلبات والقوانين واللوائح ولا يزالون يعملون في السوق، ورفض إعادة البضائع والأموال، وتسليم بضائع معيبة، وعدم الالتزام بإجراءات الإرجاع والاستبدال. وهذا يدل على نقص في الوعي وإنفاذ القانون لحماية المستهلك في المعاملات في سوق الأسهم والبضائع، مما يدل على الحاجة إلى زيادة الرقابة واتخاذ إجراءات قانونية صارمة ضد الجهات التجارية التي تنتهك الأحكام التنظيمية.

CHAPTER I

INTRODUCTION

A. Research Background

The use of the internet has become an important aspect of human life around the world, today. Rapid advances in information technology and electronic transaction systems have affected various aspects of human life, including buying and selling transactions which are now mostly carried out online, commonly referred to as PMSE (Trading Through Electronic Systems).¹ In addition to providing practicality and saving time, the presence of PMSE companies on information technology also provides another advantage, namely the ability to expand global market reach.

Through the internet, people have wider access to choose products with various quality and quantity options that suit their preferences. The process of sending and receiving goods and services can be easily carried out through the utilization of information technology, not only within one country, but also across national borders. Consumers no longer have to take the time to make certain trips to fulfill or purchase the goods needed.² These technological advancements have substantially simplified human life, making it more

¹ Ahmad Ahmad, Johamran Pransisto, and Muh. Akbar Fhad Syahril, "Perlindungan Hukum Terhadap Konsumen Dalam Transaksi E-Commerce," *JULIA Jurnal Litigasi Amsir* 10, no. 3 (Mei 2023): 322, <https://orcid.org/0000-0001-6171-4275>.

² Viola Annisa Ikhsan, "Perlindungan Hukum Bagi Konsumen Terhadap Transaksi Jual Beli Melalui Platform E-Commerce Di Indonesia," *DHARMASISYA Jurnal Program Magister Hukum FHUI* 2, no. 2 (June 2022): 676, <https://scholarhub.ui.ac.id/dharmasisya/vol2/iss2/10>.

practical and instantaneous, without requiring direct meetings between businesses and consumers, regardless of the distance, geographical differences or geographical locations that separate the two.³

Currently, buying and selling transaction activities through PMSE are growing rapidly with the utilization of various marketplaces, one of which is the Shopee marketplace. Along with the development of business through PMSE, it cannot be denied that there will be positive and negative impacts. The positive impacts include easy access to information and faster communication. On the other hand, the negative impact is the potential for misuse of information that is easier and faster.

In business through PMSE, consumers have the possibility to buy products from outside their region or even from abroad without seeing or checking the condition of the goods directly. This situation can increase the risk of fraud by business actors that can harm consumers. Businesses often seek to maximize their profits by treating consumers as objects in various strategies, such as clever promotions, attractive sales methods, and the use of the following standardized agreements that can harm consumers. This is despite the issuance of regulations related to the Consumer Protection Law (PK Law), Trade Through Electronic Systems (PMSE PP), and the Electronic Information and Transactions Law (ITE Law). Article 9 of the ITE Law explicitly stipulates

³ Sriayu Aritha Panggabean, "Jual Beli Online Dalam Perspektif Hukum Islam Dan Hukum Negara," *JESYA Jurnal Ekonomi & Ekonomi Syariah* 5, no. 2 (June 2022): 1504, <https://doi.org/10.36778/jesya.v5i2.758>.

that businesses selling products through electronic platforms or technology must provide complete and honest information about the terms of the contract, the manufacturer, and the details of the products offered.⁴ This regulation should fully protect consumers.⁵

The utilization and development of information technology in trade and economic growth must be carried out safely and well regulated in accordance with applicable regulations. This aims to prevent misuse of technology and exploitation by irresponsible parties. In fact, one of the problems that increasingly arises in trading/buying and selling through PMSE is the typology of default that is often carried out by business actors. There are many complaints from the public, especially through the social media Twitter, many of which even create threads (long stories) related to their complaints about the irresponsibility of business actors in the Shopee marketplace in their transactions, so that consumers who feel aggrieved are not responsible for their transactions writing their complaints through social media, one of which is through social media Twitter.

Consumers who have placed an order are often faced with a situation where the business sends a product that is different from the initial agreement

⁴ Wilma Sialahi, "Urgensi Perlindungan Konsumen Berbasis Teknologi Digital (The Urgence of Consumer Protection Based on Digital Technology)," *SERINA IV UNTAR 2022 2*, no. 1 (April 20, 2022): 590, <https://doi.org/10.24912/pserina.v2i1.19644>.

⁵ Ramdani, *Perlindungan Konsumen Dalam Perspektif Pemasaran*, Cetakan Pertama (Gamping Sleman Yogyakarta: Absolute Media, 2023), 3.

that should be received by the consumer, or even does not send the goods at all. This creates uncertainty, unfairness, and other impacts on consumer rights.

Consumer protection is a very important issue in law, both in the conventional sphere and in the online world.⁶ Consumers have rights that must be safeguarded and guaranteed in every buying and selling transaction. In the midst of the dynamics of trade through PMSE, consumer protection is becoming increasingly essential. Related to the practice of default committed by business actors, one of which is in the Shopee marketplace.

There are serious implications for consumers, especially related to how the typology of defaults committed by business actors in buying and selling transactions on the Shopee marketplace, as well as the review according to the PMSE Regulation related to this matter. Many contracts are generated every day around the world, but also many problems arise from them, so they have attracted the attention of experts from time to time. Although many scholarly books have discussed them, they remain a major concern.

Therefore, it creates room for more in-depth legal research. The typology of defaults committed by business actors in the Shopee marketplace has attracted the attention of the public and the media. The cases that occur often create conflicts between consumers and business actors, so researchers are interested in raising and researching the issue.

⁶ Celina Tri Siwi Kristiyanti, *Hukum Perlindungan Konsumen* (Jakarta: Sinar Grafika, 2011), 5.

B. Statement of Problem

Based on the explanation of the background of the problem above, the problem formulation in this study is as follows:

1. How is the typology of default cases in the Shopee marketplace?
2. How is the review of government regulation number 80 of 2019 concerning trade through electronic systems on defaults that occur in the Shopee marketplace?

C. Objective of Research

Based on the explanation of the background of the problem above, the objectives of this study are formulated as follows:

1. Knowing the typology of default cases in the Shopee marketplace.
2. Knowing the review of government regulation number 80 of 2019 concerning trade through electronic systems on defaults that occur in the Shopee marketplace.

D. Benefit of Research

Based on the problem formulation and research objectives, the benefits that can be obtained from the theme of the research are as follows:

1. Theoretical Benefits

This research will provide deeper insight into the typology of default cases committed by business actors in terms of the PMSE Regulation, especially in the Shopee marketplace. This research will help fill the gap of relevant legal knowledge for an increasingly digitally connected society. By analyzing issues related to default practices in the Shopee

marketplace, this research can provide a better understanding of protecting consumer rights to help the law evolve along with the development of technology and business practices.

The results of this study as the fulfillment of academic requirements in order to achieve an undergraduate degree in the Sharia Economic Law study program, Faculty of Sharia, Maulana Malik Ibrahim State Islamic University Malang. (UIN Malang). This research is also expected to be useful for further researchers, especially on matters related to consumer protection law in PMSE.

2. Practical Benefits

The results of this study can provide consumers with a better understanding of their rights and obligations when shopping online. This can help consumers to be more vigilant and active in protecting their rights. This research can also provide insights to businesses in the Shopee marketplace on fairer and more transparent business practices in order to maintain consumer trust. In an era where e-commerce is increasingly dominating, this research can help the public, policy makers, and legal practitioners to understand how online commerce can be sustainable and in accordance with consumer protection values. As such, this research will provide benefits in improving the understanding and protection of consumers in the evolving context of PMSE.

A. Operational Definition

1. Default refers to the breach of an obligation or not meeting the standard of performance expected in an agreement or contract;
2. Consumer protection is a series of policies and actions aimed at protecting the rights and interests of consumers in business transactions;
3. Trading Through Electronic Systems, which is shortened to PMSE, is a form of trading in which the transaction process takes place through a series of tools and procedures that use electronic technology, commonly known as e-commerce;
4. Electronic System Trading Operator, referred to as PPMSE for short, refers to a business entity that provides a platform that enables PMSEs to conduct business operations.

E. Systematization of Discussion

Systematic discussion is the procedure for presenting the discussion used in research.⁷ In order for the discussion of this research to be directed, the systematics of discussion in this empirical juridical research is compiled as described in the Research Guidelines for the Sharia Faculty Report of Maulana Malik Ibrahim Islamic University Malang, this research follows the provisions of a systematic discussion consisting of five chapters. The systematics of writing this research includes:⁸

⁷ Fakultas Syariah Universitas Islam Negeri Maulana Malik Ibrahim Malang, *Pedoman Penelitian Karya Tulis Ilmiah Tahun 2022* (Malang: Fakultas Syariah UIN Malang, 2022), 21, <https://syariah.uin-malang.ac.id/pedoman-penulisan-skripsi/>.

⁸ Fakultas Syariah, *Pedoman Penelitian Karya Tulis Ilmiah Tahun 2022*, 23-27.

Chapter I, namely Introduction. Where in this chapter will discuss the background of the problem which is closely related to the chosen topic of discussion. Furthermore, the problem formulation will be outlined as the core of the problem to be discussed in this study. In addition, this chapter also includes research objectives as the main guide for writing, followed by a discussion of the benefits of research which includes the contribution of research results, operational definitions, and ends by presenting a systematic discussion that will be explained in this study.

Chapter II, which is related to the Literature Review, in this chapter will describe previous research or previous studies relevant to this research, which will be used as a comparison in writing, which will review the similarities and differences between this research and previous research. Furthermore, a theoretical framework will be outlined which describes the theories that will be used to respond to the problems that arise in this study, as well as to analyze the research data.

Chapter III, namely Research of Research, in this chapter will be described in general about the research methods that will be applied. The explanation will include the procedures and techniques used in conducting the research, including the type of research, research approach, research location, data sources used, data collection techniques, data processing techniques applied, and finally, techniques for analyzing data.

Chapter IV, namely Discussion of Research Findings. This chapter will describe the data obtained from the research results which are analyzed to meet the needs of the discussion. The author then evaluates the related data, edits the data, classifies, verifies, and analyzes to get answers to the problems raised in this study. This answer comes from the formulation of the problem that has been described previously, namely:

1. How is the typology of default cases in the Shopee marketplace?
2. How is the review of government regulation number 80 of 2019 concerning trade through electronic systems on defaults that occur in the Shopee marketplace?

Chapter V, which is the closing chapter. In this closing chapter, there are conclusions and suggestions. The conclusions presented in this chapter include brief answers to the problem formulations that have been described previously. Meanwhile, the advice section contains recommendations given by the author to related parties or those who have the authority to conduct further research, with the aim of improving the benefit of society.

CHAPTER II

LITERATURE REVIEW

A. Previous Research

After in-depth research of various scientific sources, such as books, journals, internet sources, a number of studies and theses from various universities, several studies or theses were found that have similarities or similar substance, although the focus and point of view of the research are different. Some examples of these studies are:

1. Journal by Ahmad Ahmad, Johamran Pransisto, Muh. Akbar Fhad Syahril entitled “*Perlindungan Hukum Terhadap Konsumen dalam Transaksi E-Commerce,*” In the study, which was conducted in 2023, the objective was to identify buying and selling practices and assess the compatibility of consumer protection regulations with the dynamics of PMSE. The findings of this study revealed that PMSE practices and consumer protection provisions have been accommodated in various laws, such as Law No. 8/1999 on consumer protection, Law No. 31/2004 on agreements, Law No. 7/2014 on trade, and Law No. 19/2016 on ITE.⁹
2. Thesis research by Ismiatul Muarofah with the title “*Perlindungan Konsumen Akibat Pembatalan Transaksi Online di Aplikasi Belanja Lazada (Perspektif UU Nomor 8 Tahun 1999 Tentang Perlindungan*

⁹ Ahmad, Pransisto, and Syahril, “Perlindungan Hukum Terhadap Konsumen Dalam Transaksi E-Commerce,” 329.

Konsumen dan Kompilasi Hukum Ekonomi Syari'ah).” In the context of Lazada's PPMSE, there are situations where Lazada cancels transactions unilaterally. The research, which was conducted in 2021, aims to explore and analyze the legal aspects of consumer protection based on Law Number 8 of 1999 concerning Consumer Protection and related aspects of Sharia Economic Law. The results of the study revealed that Lazada should not be allowed to cancel online transactions with consumers unilaterally because such actions violate the provisions in Article 16 of the Consumer Protection Law. In accordance with this regulation, consumers who suffer losses due to the cancellation of transactions by Lazada are entitled to compensation and have the option to seek settlement through mediation, both through litigation and non-litigation channels. However, it needs to be emphasized that in the terms and conditions present on Lazada's website, it has explained the dispute resolution mechanism that leads to the use of arbitration as a recognized method in conflict resolution with consumers. In the analysis of this research, the act of unilateral cancellation in this case is basically contrary to the principles of Shari'ah Economic Law.¹⁰

3. Journal by Viola Annisa Ikhsan entitled “*Perlindungan Hukum Bagi Konsumen Terhadap Transaksi Jual Beli Melalui Platform E-Commerce di Indonesia,*” The research, which was conducted in 2022, aims to

¹⁰ Ismiatul Muarofah, “Perlindungan Konsumen Akibat Pembatalan Transaksi Online Di Aplikasi Belanja Lazada (Perspektif UU Nomor 8 Tahun 1999 Tentang Perlindungan Konsumen Dan Kompilasi Hukum Ekonomi Syari'ah),” *Universitas Islam Negeri Kiai Haji Ahmad Siddiq*, 2021, 73.

conduct an in-depth analysis of the regulation and implementation of legal protection provided to consumers in the context of buying and selling activities that occur through e-commerce platforms. The results of the research show that the PK Law and ITE Law have succeeded in providing adequate legal protection for consumers involved in transactions through PMSE. This legal protection can be seen through various provisions contained in the PK Law and ITE Law, which include aspects of the use of consumer personal data, legal requirements in PMSE transactions, the role of Certification Authority (CA), and restrictions on prohibited practices for business actors in packaging and providing goods and services that can be used as the basis for PMSE transactions.¹¹

4. Journal by Nurlaili Janati, Delima Afriyanti, Ficha Melina entitled “*Perlindungan Konsumen Pada Platform Belanja Online Perspektif Hukum Ekonomi Islam.*” The research conducted in 2023 aims to explore the understanding of consumer protection in the context of online shopping platforms from the perspective of Islamic economic law, with a focus on the Jombingo marketplace. The results show that, in the realm of Islamic economic law, the legality of all activities or industries, especially in the realm of PMSE, requires a legal basis for consumer protection and approval from the Financial Services Authority (OJK) to carry out its business operations. In Indonesia, consumer protection has been regulated

¹¹ Ikhsan, “Perlindungan Hukum Bagi Konsumen Terhadap Transaksi Jual Beli Melalui Platform E-Commerce Di Indonesia,” 682.

in OJK policy and recognized in law.¹² This legality is rooted in Islamic economic principles that aim to create prosperity for all economic actors, in accordance with the values documented in the Qur'an and Hadith, which have been implemented since the time of the caliphate. In the Jombingo marketplace, Ponzi business activities in which there are elements of fraud and harm to others are contrary to Islamic law and are declared as haram acts.¹³ The marketplace is able to attract many users and has a significant impact on people's economic lives with the number of users reaching hundreds of millions, making people more aware of the importance of being vigilant when wanting to engage in business or shopping. They tend to be more cautious and careful in doing business on such platforms by understanding the business scheme used by the platform. The same applies to investments, where investors should always look for products that are legal and officially licensed by the Financial Services Authority (OJK) so that their investments are safe and in accordance with the principles of Islamic economic law.

5. Journal by Aditya Murdani entitled “*Perlindungan Hukum Terhadap Konsumen Jual Beli Online Ditinjau dari Undang-Undang No. 8 Tahun 1999.*” The research conducted in 2022 aims to explore understanding in the development of legal science related to legal protection against violations that occur to consumers in the context of PMSE. The focus of

¹² Nurlaili Janati, Delima Afriyanti, and Ficha Melina, “Perlindungan Konsumen Pada Platform Belanja Online Perspektif Hukum Ekonomi Islam,” *SYARIKAT: Jurnal Rumpun Ekonomi Syariah* 6, no. 1 (June 2023): 138, [https://doi.org/10.25299/syariat.2023.vol6\(1\).13839](https://doi.org/10.25299/syariat.2023.vol6(1).13839).

¹³ Janati, Afriyanti, and Melina, 144.

the research covers three main aspects, namely explaining the legal framework that provides protection to consumers in the case of PMSE violations, identifying how legal protection is provided to consumers in situations of privacy violations, and analyzing the dispute resolution process applied in the context of consumer violations in PMSE transactions. The results of this research provide an understanding that in Indonesia there are already a number of regulations governing criminal acts of fraud in PMSE transactions. These regulations include the Criminal Code, PK Law, ITE Law, Law No. 7 of 2014 on Trade, and Government Regulation No. 82 of 2012 on the Implementation of Financial Systems and Transactions. Fraud in the context of FSE can take many forms, so it is important for users, both businesses and consumers, to exercise caution. Steps that need to be taken include ensuring that the website visited is trusted, ensuring that the account used is genuine with clear and complete individual information, and ensuring that the goods or products received match the order displayed on the site. In the context of legal protection for consumers, a lawsuit based on default can be filed if one party feels aggrieved. The ITE Law, Articles 38 and 39, and the PK Law regulate this legal protection. These rules aim to provide public legal protection and security when conducting online transactions.¹⁴

¹⁴ Aditya Murdani, "Perlindungan Hukum Terhadap Konsumen Jual Beli Online Ditinjau Dari Undang-Undang No. 8 Tahun 1999," *Seminar Nasional Hukum Dan Pancasila* 1, no. 4 (July 2022): 14, <https://orcid.org/0000-0003-3771-1239>.

Table 1. Previous Research

No	Research Title	Problem Formulation	Research Results	Similarities & Differences
1	Perlindungan Hukum Terhadap Konsumen Dalam Transaksi <i>E-Commerce</i>	Identified buying and selling practices and assessed the suitability of consumer protection regulations with the dynamics of online buying and selling.	Reveals that E-Commerce practices and consumer protection provisions have been accommodated in various laws, such as the PK Law, Law No. 31 of 2004 on agreements, Law No. 7 of 2014 on trade, and ITE Law.	Similarities: Both studies have a primary focus on the context of e-commerce transactions. The main difference lies in the research point of view, Ahmad et al's research is more oriented towards legal aspects in general, while the author is more concentrated on specific business practices in transactions on certain platforms.
2	Perlindungan Konsumen Akibat Pembatalan Transaksi <i>Online</i> di Aplikasi Belanja Lazada (Perspektif UU Nomor 8 Tahun 1999 Tentang Perlindungan Konsumen dan Kompilasi	How is the process of canceling online buying and selling agreements unilaterally by business actors (Lazada) as a result of default? and How is the process of canceling online buying and selling agreements unilaterally by business actors	Reveals that Lazada should not be allowed to cancel online transactions with consumers unilaterally because such actions violate the provisions in Article 16 of the PK Law and are contrary to the principles of	Similarities: Located on the main subject, namely on consumers, and the focus of both research on e-commerce. Differences: Different e-commerce platforms, and differences in the emphasis of legal aspects,

	Hukum Ekonomi Syari'ah)	(Lazada) as a result of default in the perspective of the PK Law and KHES? How is the process of canceling online buying and selling agreements unilaterally by business actors (Lazada) as a result of default? and How is the process of canceling online buying and selling agreements unilaterally by business actors (Lazada) as a result of default in the perspective of the PK Law and KHES?	Sharia Economic Law.	Researcher Ismiatul Muarofah highlights legal aspects, especially Law Number 8 of 1999 concerning Consumer Protection and the Compilation of Sharia Economic Law, while the author emphasizes more on the identification and analysis of default practices without detailing the legal framework involved.
3	Perlindungan Hukum Bagi Konsumen Terhadap Transaksi Jual Beli Melalui Platform <i>E-Commerce</i> di Indonesia	An in-depth analysis of the regulation and implementation of legal protection provided to consumers in the context of buying and selling activities that occur through the PMSE platform.	The results show that the PK Law and ITE Law have succeeded in providing adequate legal protection for consumers involved in transactions through PMSE.	Similarities: Both have a focus on e-commerce, and consumers as the subject. Differences: Researcher Viola discusses more on a general scale, involving legal aspects in e-commerce transactions at large in Indonesia, while the author is more specific in nature with a focus on

				identifying business practices that can be considered as default, especially on the Shopee platform.
4	Perlindungan Konsumen Pada Platform Belanja <i>Online</i> Perspektif Hukum Ekonomi Islam	Exploring how to understand consumer protection in the context of online shopping platforms from the perspective of Islamic economic law, with a focus on the Jombingo application.	Ponzi business activities in the Jombingo marketplace in which there are elements of fraud and harm to others are contrary to Islamic law and are declared as haram acts that have a significant impact on people's economic lives.	Similarities: Both focus on consumers and buying and selling transactions, as well as the involvement of e-commerce platforms. The main difference between these two studies lies in the theme and point of view of the research, in which Nurlaili et al. explore consumer protection from the perspective of Islamic Economic Law, while the author focuses on identifying default practices in the context of the Shopee platform with a review according to the PMSE Regulation.
5	Perlindungan Hukum Terhadap	Explain the legal framework that provides	The results of this research provide an	Similarities Both studies have a main

	<p>Konsumen Jual Beli <i>Online</i> Ditinjau dari Undang-Undang No. 8 Tahun 1999</p>	<p>protection for consumers in cases of online buying and selling violations, identify how legal protection is provided to consumers in situations of privacy violations, and analyze the dispute resolution process applied in the context of consumer violations in online buying and selling transactions.</p>	<p>understanding of the legal framework for consumer protection in PMSE transactions in Indonesia as well as the dispute resolution methods available to protect consumer rights.</p>	<p>focus on consumers and buying and selling transactions, as well as the involvement of e-commerce platforms. The main difference lies in the research theme, researcher Aditya focuses more on legal aspects and consumer protection, while the author concentrates more on identifying default practices in the context of online business which is reviewed according to PP PMSE.</p>
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B. Theoretical Foundation

1. Default

Default comes from the Dutch language which means bad performance, while in the dictionary it means negligence, negligence, breach of promise, and not keeping promises in the agreement. An agreement can be carried out properly if the parties have fulfilled their respective obligations as agreed without any party being harmed. But

sometimes the agreement is not carried out properly because of a default made by one of the parties or it could be both parties. What is meant by default is a situation that due to negligence or error, cannot fulfill the performance as in the agreement and not in a state of force.¹⁵

Violation of contractual rights results in liability for damages in accordance with the default provisions stipulated in Article 1235 BW (for the obligation to give something) and Article 1239 BW (for the obligation to do something).¹⁶ Furthermore, in the context of default as explained in Article 1243 BW, it is stated that the obligation to reimburse costs, losses, and interest due to the non-fulfillment of an agreement can only be applied if one party has been declared negligent in fulfilling his agreement, continues to neglect it, or if something that must be given or done can only be done after passing the set time limit.¹⁷

Thus, default is a situation where a person does not fulfill or carry out the performance as stipulated in an agreement. Default (negligence / neglect) can occur if it fulfills 4 elements, as follows:¹⁸

- a. Not doing what you promised to do;
- b. Delivering what he promised but not as he promised;
- c. Does what it promises but is late;

¹⁵ Serena Ghean Niagara, "Perlindungan Hukum Terhadap Konsumen Akibat Wanprestasi Penjual Dalam Transaksi Elektronik," *Pamulang Law Review* 2, no. 1 (Agustus 2019): 59, <https://doi.org/10.32493/palrev.v2i1.5338>.

¹⁶ Article 1239 Kitab Undang-Undang Hukum Perdata.

¹⁷ Article 1243 Kitab Undang-Undang Hukum Perdata.

¹⁸ Nurul Hajjan, Rani Apriani, and Luthfi Ramadhan, "Penegakan Hukum Atas Tindakan Wanprestasi Konsumen Melalui Sistem Cash on Delivery (COD)," *SUPREMASI: Jurnal Pemikiran, Penelitian Ilmu-Ilmu Sosial, Hukum Dan Pengajarannya* 18, no. 2 (2021): 322.

d. Doing something that according to the agreement should not be done.

2. Consumer Protection

Consumer protection refers to all efforts that ensure legal clarity to protect consumer rights.¹⁹ Article 1 paragraph 1 of the PK Law defines that “consumer protection is all efforts that ensure legal certainty to provide protection to consumers.” The meaning of the article is that the government provides legal guarantees to consumers to protect their rights and interests. In this case, the PK Law is present with the aim of protecting the interests of consumers without ignoring the important role of business actors in trade and meeting the needs of society.

Az. Nasution explains that the essence of consumer protection includes all legal principles and regulations that regulate and protect consumer rights in the context of interactions and issues related to the provision of goods and/or services to consumers.²⁰ Consumer protection law becomes relevant when consumers interact with business actors in a legal relationship, and then problems arise due to the imbalance of position between the two.

Consumer protection is an integral part of sound business activities.

In this context, it is important to achieve a balance of legal protection

¹⁹ Hulman Panjaitan, *Hukum Perlindungan Konsumen*, Cetakan Pertama (Jakarta: Jala Permata Aksara, 2021), 83.

²⁰ Dio Rahmanullah, “Perlindungan Konsumen Terhadap Jual Beli Online (Shopee) Hijab Berdasarkan Undang-Undang No 8 Tahun 1999” (Pekanbaru, Universitas Islam Riau, 2022), 37, <http://repository.uir.ac.id/id/eprint/15095>.

between consumers and businesses. When legal protection is unbalanced, consumers can be in a weak position and suffer losses that must be protected by law.²¹ These losses can be caused by agreements between businesses and consumers that do not run smoothly, or by violations of the law committed by businesses. One example of a loss that consumers may experience is when they do not receive the goods or services as agreed.

According to the provisions of Article 3 of the Consumer Protection Act, consumer protection aims to:

- a. Increase consumer awareness, ability and independence to protect themselves;
- b. Raising the dignity of consumers by preventing them from the negative excesses of using goods and/or services;
- c. Increase consumer empowerment in choosing, determining, and demanding their rights as consumers;
- d. Create a consumer protection system that contains elements of legal certainty and information disclosure and access to information;
- e. Raising awareness of business actors about the importance of consumer protection so that an honest and responsible attitude in business grows;

²¹ Celina Tri Siwi Kristiyanti, *Hukum Perlindungan Konsumen* (Sinar Grafika, 2022), 13.

f. Improve the quality of goods and/or services that ensure the continuity of the business of producing goods and/or services, health, comfort, security, and safety of consumers.²²

Consumer protection is implemented based on the joint efforts of five principles that have been explained through the interpretation of Article 2 of the PK Law. These principles are the principle of benefit, the principle of justice, the principle of balance, the principle of consumer safety and security, and the principle of legal certainty.²³

3. Definition of Consumer

The definition of a consumer generally refers to an individual or entity that uses or utilizes goods or services for a specific purpose. Az. Nasution emphasized several limitations on consumers, namely first, a consumer is any individual who acquires goods or services for use in accordance with a specific purpose. Second, an intermediate consumer is any individual who acquires goods or services with the intention of reselling them.²⁴ Third, the final consumer is any individual who acquires goods or services with the aim of meeting the needs of personal, family, or household life, not for resale.²⁵

The definition of consumer according to the PK Law is found in article 1 paragraph 2 “consumer is every person who uses goods and/or

²² Article 3 Undang-Undang Nomor 8 Tahun 1999 Tentang Perlindungan Konsumen.

²³ Abd Haris Hamid, *Hukum Perlindungan Konsumen Indonesia* (SAH MEDIA, 2017), 29.

²⁴ Panjaitan, *Hukum Perlindungan Konsumen*, 75.

²⁵ Ramon Zamora and Edwin Agung W, *Perlindungan Konsumen dalam Perspektif Pemasaran*, Cetakan Pertama (Gamping Sleman Yogyakarta: Absolute Media, 2023), 6.

services available in the community, both for the benefit of themselves, families, other people, and other living things and not for trade.”²⁶

Consumers play a crucial role in the buying and selling of goods and/or services. They are one of the parties in the context of economic relations and transactions, but their rights are often ignored by some business actors. This is why the protection of consumer rights is an urgent need.²⁷

4. Consumer Rights

The term “consumer protection” relates to protection in a legal context. Therefore, consumer protection includes legal aspects. This protection not only involves the physical protection of consumers, but also involves the protection of their rights. In other words, consumer protection is actually the same as the legal protection given to consumer rights.²⁸ The PK Law contains rights and obligations that are closely related to consumer protection law, which are explained in Article 4 and Article 5.

Consumer rights:

- a. The right to comfort, security, and safety in consuming goods and/or services;
- b. The right to choose goods and/or services and to obtain such goods and/or services in accordance with the exchange rate and the conditions and guarantees promised;

²⁶ Article 1 paragraph 2 Undang-Undang Nomor 8 Tahun 1999 Tentang Perlindungan Konsumen.

²⁷ Happy Susanto, *Hak-hak konsumen jika dirugikan* (VisiMedia, 2008), 22.

²⁸ Kristiyanti, *Hukum Perlindungan Konsumen*, 2011, 30.

- c. The right to correct, clear, and honest information regarding the conditions and guarantees of goods and/or services;
- d. The right to have their opinions and complaints about the goods and/or services used heard;
- e. The right to obtain advocacy, protection, and efforts to resolve consumer protection disputes properly;
- f. The right to consumer education and guidance;
- g. The right to be treated or served correctly and honestly and non-discriminatory;
- h. The right to 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;
- i. Rights stipulated in other provisions of laws and regulations.²⁹

5. Consumer Obligations

The rights granted to consumers must be in line with the obligations imposed on them, to prevent abuse of rights by consumers. Therefore, limitations are imposed on these rights to maintain a balance³⁰ Consumer Obligations, namely:

- a. Read or follow the information instructions and procedures for the use or utilization of goods and/or services, for security and safety;

²⁹ Article 4 Undang-Undang Nomor 8 Tahun 1999 Tentang Perlindungan Konsumen.

³⁰ Yudha Sri Wulandari, "Perlindungan Hukum Bagi Konsumen Terhadap Transaksi Jual Beli E-Commerce," *AJUDIKASI: Jurnal Ilmu Hukum* 2, no. 2 (Desember 2018): 204.

- b. Good faith in conducting transactions to purchase goods and/or services;
- c. Pay according to the agreed exchange rate;
- d. Follow the efforts to properly resolve consumer protection disputes.³¹

6. Definition of Business Actors

Business actors refer to individuals or business entities, including legal entities, that operate within the jurisdiction of the Republic of Indonesia. They may operate independently or cooperate through agreements to carry out various types of economic activities.³² On the other hand, Article 1 paragraph 3 of the PK Law explains that “A business actor is any individual or business entity, whether in the form of a legal entity or not, established and domiciled or conducting activities within the jurisdiction of the Republic of Indonesia, either alone or jointly through agreements to carry out business activities in various economic fields.”³³

In an effort to create a comfortable business climate for business actors and maintain a balance of rights between business actors and consumers, there are rights owned by both along with obligations that they must fulfill. If there is a violation of consumer rights or if a business fails to fulfill its obligations, consumers have the right to file a claim against

³¹ Article 5 Undang-Undang Nomor 8 Tahun 1999 Tentang Perlindungan Konsumen.

³² Niru Anita Sinaga and Nunuk Sulisrudatin, “Pelaksanaan Perlindungan Konsumen Di Indonesia,” *Jurnal Ilmiah Hukum Dirgantara* 5, no. 2 (March 2015): 71–87, <https://doi.org/10.35968/jh.v5i2.110>.

³³ Article 1 paragraph 3 Undang-Undang Nomor 8 Tahun 1999 Tentang Perlindungan Konsumen.

the business to bear its responsibility. Conversely, if consumers do not fulfill their obligations, they have no legal basis to hold the business responsible.³⁴

7. Rights of Business Actors

In carrying out their business activities, the law grants a series of rights and stipulates a series of obligations and prohibitions for business actors. The stipulation of these rights, obligations, and prohibitions aims to create a healthy relationship between business actors and the economy as a whole. In the PK Law, there are rights and obligations that are interrelated with the legal aspects of consumer protection, which are outlined in Article 6 and Article 7.³⁵

The rights of business actors:

- a. The right to receive payment in accordance with the agreement on the conditions and exchange rate of goods and/or services traded;
- b. The right to legal protection from the actions of consumers who act in bad faith;
- c. The right to conduct appropriate self-defense in the legal settlement of consumer disputes;
- d. The right to rehabilitation of good name if it is legally proven that consumer losses were not caused by the goods and/or services traded;

³⁴ Sidharta, *Hukum Perlindungan Konsumen Indonesia* (Jakarta: PT. Grasindo, 2000), 16.

³⁵ Rahadian Irhamil Haqqi Al Irsyad and Anang Dony Irawan, "Perlindungan Hukum Bagi Konsumen Jual Beli Online Atas Barang Tidak Sesuai," *Jurnal Education and Development* 10, no. 3 (September 2022): 264, <https://doi.org/10.37081/ed.v10i3.4132>.

- e. Rights stipulated in other provisions of laws and regulations.³⁶

8. Obligations of Business Actors

In addition to the rights mentioned above, business actors also have obligations which are regulated in the provisions of Article 7 of the PK Law,³⁷ Obligations of business actors namely:

- a. Act in good faith in conducting its business activities;
- b. Provide correct, clear and honest information regarding the condition and guarantee of goods and/or services and provide explanations for use, repair and maintenance;
- c. Treat or serve consumers correctly and honestly and non-discriminately;
- d. 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;
- e. Provide opportunities for consumers to test, and/or try certain goods and/or services and provide guarantees and/or warranties for goods made and/or traded;
- f. Provide compensation, compensation and/or reimbursement for losses due to the use, consumption and utilization of goods and/or services traded;

³⁶ Article 6 Undang-Undang Nomor 8 Tahun 1999 Tentang Perlindungan Konsumen.

³⁷ Kristiyanti, *Hukum Perlindungan Konsumen*, 2011, 43.

- g. Provide compensation, compensation and/or replacement if the goods and/or services received or utilized are not in accordance with the agreement.³⁸

9. Forms of Violation of Business Actors

In an effort to protect consumer rights from violations that may be committed by business actors, the PK Law has principally categorized the types of violations into three categories described in chapter IV, namely Article 8 to Article 17.³⁹ This categorization includes:

- a. Restrictions imposed on businesses in the production process (Article 8);
- b. Restrictions imposed on business actors in marketing activities (Articles 9-16);
- c. Restrictions imposed on businesses in advertising activities (Article 17).

There are 10 prohibitions for business actors in accordance with the provisions of Article 8 paragraph 1 of the PK Law, namely business actors are prohibited from producing and / or trading goods and / or services that:

- a. Not meeting or not in accordance with the required standards and provisions of laws and regulations;
- b. Not in accordance with the net weight, net or net contents, and quantity in the count as stated in the label or etiquette of the goods;

³⁸ Article 7 Undang-Undang Nomor 8 Tahun 1999 Tentang Perlindungan Konsumen.

³⁹ Ikhsan, "Perlindungan Hukum Bagi Konsumen Terhadap Transaksi Jual Beli Melalui Platform E-Commerce Di Indonesia," 681.

- c. Not in accordance with the measurements, measures, scales and quantities in the count according to actual measurements;
- d. Not in accordance with the conditions, guarantees, features or efficacy as stated in the label, etiquette or description of the goods and/or services;
- e. Not in accordance with the quality, level, composition, processing, style, fashion, or specific use as stated in the label or description of the goods and/or services;
- f. Not in accordance with the promises stated in the label, etiquette description, advertising or sales promotion of the goods and / or services;
- g. Does not include the expiry date or the period of best use/utilization of the particular item;
- h. Not following the provisions of halal production, as stated in the 'halal' statement included in the label;
- i. Not putting up labels or making explanations of goods that contain the name of the goods, size, weight/net or net content, composition, rules of use, date of manufacture, side effects, name and address of the business actor and other information for use which according to the provisions must be put up/made;

- j. Does not include information and / or instructions for the use of goods in Indonesian in accordance with applicable statutory provisions.⁴⁰

Additional prohibitions are also set out in subsections (2) and (3), which include:⁴¹ Paragraph (2): “Business actors are prohibited from trading damaged, defective or used, and polluted goods without providing complete and correct information on the goods in question.” Paragraph (3): “Business actors are prohibited from trading pharmaceutical preparations and food that is damaged, defective or used and contaminated, with or without providing complete and correct information.”

If an entrepreneur violates the provisions listed in paragraphs (1) and (2), his obligation is to remove the product or service from circulation in the market.⁴² If there is a mismatch between the advertised product description and the product received by the consumer, this will be considered a violation and will be subject to the provisions contained in Article 4 of the PK Law section h, that “consumers are entitled to compensation or compensation if the product or service received is not in accordance with what was promised.”

Then, related to actions that are not permitted for business actors in the marketing aspect, this is explained in Article 9 to Article 16. In

⁴⁰ Article 8 paragraph 1 Undang-Undang Nomor 8 Tahun 1999 Tentang Perlindungan Konsumen.

⁴¹ Article 8 paragraph 2 letter 3 Undang-Undang Nomor 8 Tahun 1999 Tentang Perlindungan Konsumen.

⁴² Ahmad Bitsmar Ramadhan, “Perlindungan Konsumen dalam Transaksi Jual Beli Online Melalui Media Sosial di Tinjau dari Undang Undang Nomor 8 Tahun 1999 Tentang Perlindungan Konsumen” (Jember, Universitas Islam Negeri Kiai Haji Achmad Siddiq, 2023), 47.

particular, Article 9, business actors are prohibited from offering, promoting, advertising goods and/or services incorrectly and/or as if:

- a. The goods have met and/or have a discount, special price, certain quality standards, certain style or fashion, certain characteristics, certain history or use; The goods are in good and/or new condition;
- b. Such goods and/or services have obtained and/or have certain sponsorships, approvals, fixtures, advantages, working characteristics or accessories;
- c. The goods and/or services are made by a company that has sponsorship, approval or affiliation;
- d. The goods and/or services are available;
- e. The goods do not contain any hidden defects;
- f. The item is a complement to a specific item;
- g. The goods come from a specific region;
- h. Directly or indirectly denigrate other goods and/or services;
- i. Using exaggerated words such as safe, harmless, no risk or side effects without full details
- j. Offer something that contains an uncertain promise.⁴³

Article 10 stipulates that, Business actors in offering goods and/or services intended for trade are prohibited from offering, promoting, advertising or making false or misleading statements regarding:

- a. Price or tariff of a good and or service;

⁴³ Article 9 Undang-Undang Nomor 8 Tahun 1999 Tentang Perlindungan Konsumen.

- b. The usefulness of goods and or services;
- c. Condition, warranty, guarantee, right or compensation for goods and or services;
- d. Discounts or attractive gifts offered;
- e. Dangers of using goods and or services.⁴⁴

Article 11 regulates sales conducted through sale or auction methods. Meanwhile, Article 12 emphasizes that business actors are prohibited from offering, promoting, or advertising goods and/or services at a special price or rate in a certain quantity and time if they do not intend to fulfill the offer in accordance with the terms advertised, promoted, or offered. In this context, it is emphasized that business actors must act in good faith in conducting their business.

Furthermore, Article 13 also regulates the same thing, namely the prohibition of business actors to offer, promote, or advertise goods and/or services with the promise of giving gifts in the form of other goods or services for free with the intention not to give them or give them in a way that is not in accordance with what is promised. Article 15, on the other hand, stipulates that in offering goods and/or services, business actors are prohibited from using coercive methods or other actions that may cause physical or psychological harm to consumers. The last article, Article 16, regulates offering through reservations.

10. Trading Through Electronic Systems and Electronic Trading Operators

⁴⁴ Article 10 Undang-Undang Nomor 8 Tahun 1999 Tentang Perlindungan Konsumen.

a. Trading Through Electronic Systems

With the enactment of Government Regulation No. 80/2019 on Trading Through Electronic Systems (hereinafter referred to as PP PMSE), consumers who participate in online businesses now receive legal protection. Trading through electronic systems, often known as PMSE, is defined as a type of trade where the transaction process is carried out using various electronic procedures and tools.⁴⁵

The implementation of PMSE can be carried out by various entities, including business actors, consumers, individuals, and government agencies, in accordance with the provisions stipulated in the applicable laws and regulations, which will hereinafter be referred to as related parties. In this case, merchants are business actors involved in trading through electronic systems (PMSE), and can carry it out either by using a platform that they manage themselves or through a platform owned by PPMSE, or other electronic systems that provide PMSE facilities. Business actors in PMSE can be domestic or foreign business actors.

The presence of the PMSE Regulation provides legal certainty regarding the position of domestic business actors and/or foreign business actors. In PMSE activities, domestic business actors and/or

⁴⁵ Mosgan Situmorang, "Menakar Efektivitas Penyelesaian Sengketa Konsumen Bernilai Kecil Pada E-Commerce," *Jurnal Penelitian Hukum De Jure* 22, no. 4 (Desember 2022): 538, <http://dx.doi.org/10.30641/dejure.2022.V22.537-550>.

foreign business actors are carried out by individuals or business entities domiciled in the country and/or abroad.⁴⁶

Business actors in PMSE transactions have obligations, including:

- 1) Article 11 “Every business actor conducting PMSE must fulfill general requirements in accordance with the provisions of laws and regulations.”
- 2) Article 13 “Business actors are obliged to provide true, clear, and honest information about the identity of the legal subject supported by valid data or documents; convey true, clear, and honest information about the conditions and guarantees of the goods and/or services being traded including the electronic system used according to the characteristics of its function and role in the transaction; and fulfill the provisions of advertising ethics in accordance with the provisions of laws and regulations.”
- 3) Article 15 “Business actors must have a business license in conducting PMSE business activities.”
- 4) Article 20 “Domestic traders and foreign traders who conduct PMSE using facilities owned by domestic PPMSE and/or foreign PPMSE must fulfill the terms and conditions of

⁴⁶ Maghfira Nur Khaliza Fauzi and Daffa Ladro Kusworo, “Legal Effectivity: Transisi Electronic Commerce Pada Era Pandemi Terhadap Peraturan Pemerintah Nomor 80 Tahun 2019,” *Res Judicata* 4, no. 1 (2021): 11, <https://openjurnal.unmuhpnk.ac.id/RJ/article/view/2709>.

PPMSE in accordance with the agreed service quality standards and provisions of laws and regulations.”

- 5) Article 26 “Business actors shall protect consumer rights in accordance with the provisions of laws and regulations in the field of consumer protection, comply with the provisions of laws and regulations in the field of business competition.”
- 6) Article 27 “Business actors are obliged to provide complaint services for consumers, complaint services as referred to in paragraph (1) include at least the address and contact number of complaints, consumer complaint procedures, complaint follow-up mechanisms, competent officers in processing complaint services, and the period of complaint resolution.”⁴⁷

The obligations of business actors in the EMI related to electronic advertising are regulated in:

- 1) Article 33 “In the event that electronic advertisements are delivered through the means of domestic PPMSE and/or overseas PPMSE, domestic PPMSE and/or overseas PPMSE must comply with the provisions of laws and regulations in the field of broadcasting, protection of privacy and personal data, consumer protection, and not conflict with the principles of fair business competition.”

⁴⁷ Article 9-21 Peraturan Pemerintah Republik Indonesia Nomor 80 Tahun 2019 Tentang Perdagangan Melalui Sistem Elektronik.

- 2) Article 34 “The substance or material of electronic advertisements is prohibited from contradicting consumer rights and or the principles of fair business competition in accordance with the provisions of laws and regulations, business actors who violate the provisions referred to in paragraph (1) are obliged to stop advertising the goods and / or services.”
- 3) Article 35 “Every party that creates, provides facilities, and/or disseminates electronic advertisements must ensure that the substance or material of electronic advertisements submitted does not conflict with the provisions of laws and regulations and is responsible for the substance or material of electronic advertisements.”⁴⁸

In making offers to other parties through electronic means, business actors are required to act in good faith in accordance with Article 37. This good faith must be in accordance with the provisions stipulated in the applicable laws and regulations.

Principles such as good faith, openness, prudence, trust, harmony, accountability, as well as fairness and integrity must be applied and considered by businesses and consumers involved in

⁴⁸ Article 33-35 Peraturan Pemerintah Republik Indonesia Nomor 80 Tahun 2019 Tentang Perdagangan Melalui Sistem Elektronik.

online trading, in accordance with the provisions mentioned in article 3 of the PMSE Regulation.⁴⁹

In electronic offers, electronic acceptance, and electronic confirmation, Article 46 paragraph 1 states that “electronic acceptance from consumers must be responded to by businesses within a certain period of time” and paragraph 4 states that “the content of electronic confirmation must be the same as the electronic offer information.”

The obligations of business actors in PMSE related to electronic contracts are contained in Article 56 “Business actors are obliged to provide electronic contracts that can be downloaded and / or stored by consumers.” The article aims to safeguard the rights and interests of consumers by giving them access to download and store electronic contracts. Thus, consumers have easy access to information on their agreements with business actors, thus preventing the possibility of conflicts in the future.

The obligations of business actors in the PMSE related to the protection of personal data are regulated in:

- 1) Article 63 “In the event that an agreement to purchase goods and/or services through an electronic system has been made,

⁴⁹ Willy Tanjaya, Jessica Juliana Simalongo, Roiman Simalongo, Emir Syarif Fatahillah Pakpahan, “Peran Pemerintah Terhadap Bisnis Online Dan UMKM Era Covid-19 Berdasarkan Hukum Positif,” *Jurnal Penelitian Serambi Hukum* 15, no. 1 (2022): 25, <https://doi.org/10.59582/sh.v15i01.593>.

the trader is obliged to deliver the goods and/or services to the buyer.”

- 2) Article 64 paragraph 1 “In every delivery of goods and/or services using courier services or other delivery mechanisms, business actors must ensure the safety of goods and/or services, the appropriateness of the condition of the goods and/or services, the confidentiality of the goods and/or services, the suitability of the goods and/or services sent; and the timeliness of delivery of goods and/or services, in accordance with the agreement on trade transactions of goods and/or services through electronic systems.”
- 3) Article 64 paragraph 2 “Business actors are obliged to submit information regarding goods that have been delivered.”
- 4) Article 68 “Business actors who distribute digital goods or digital services, whether paid or free, must ensure that the digital goods or digital services can be operated properly.”

The obligations of business actors in the PMSE related to the exchange of goods or services and cancellation in trading through electronic systems are regulated in:

- 1) Article 69 paragraph 1 “Domestic traders and/or foreign traders and domestic PPMSEs and/or foreign PPMSEs must provide a period of at least 2 (two) working days for the exchange of goods and/or services, or cancellation of

purchases, starting from the time the goods and/or services are received by consumers.”

- 2) Article 69 paragraph 2 “Exchange of goods and/or services, or cancellation of purchase as referred to in paragraph (1) may be made in the event that there are errors and/or discrepancies between the goods and/or services delivered, there are errors and/or discrepancies between the actual period of delivery of goods and/or services, there are hidden defects, the goods and/or services are damaged; and/or, the goods and/or services expire.”

b. Electronic Trading System Operator (ETSE/PPMSE)

According to PP PMSE, what is meant by PPMSE, namely “Trade organizers through electronic systems, hereinafter abbreviated as PPMSE, are business actors providing electronic communication facilities used for trade transactions.” The PPMSE referred to here is the marketplace as a business actor that has electronic communication facilities.⁵⁰

PPMSE in PMSE transactions has obligations, including:

- 1) Article 17 “Domestic PPMSEs and/or overseas PPMSEs that transact with Consumers must fulfill the provisions of Indonesian laws and regulations.”

⁵⁰ Gabriel Gloria and Jeane Neltje, “Analisis Yuridis Pertanggungjawaban Hukum Penyelenggara Perdagangan Melalui Sistem Elektronik Terhadap Barang yang Tidak Sampai,” *Jurnal Hukum Adigama* 3, no. 2 (2020): 947, <https://doi.org/10.24912/adigama.v3i2.10599>.

- 2) Article 23 “To avoid or respond to the existence of illegal electronic information content, domestic PPMSE and/or overseas PPMSE are obliged to present terms of use or license agreements to their users to carry out utilization in accordance with statutory provisions, and provide means of technological control and/or means of receiving reports or complaints from the public on the existence of illegal electronic information content or misuse of space on the Electronic System they manage in accordance with statutory provisions.”
- 3) Article 24 “Domestic PPMSEs and/or foreign PPMSEs are obliged to maintain a safe, reliable, and responsible electronic system and build trust in the system they provide to the public, domestic PPMSEs and/or foreign PPMSEs must provide Electronic System security which includes procedures and systems for preventing and overcoming threats and attacks that cause interference, failure, and loss.”
- 4) Article 25 “Domestic PPMSEs and/or overseas PPMSEs are obliged to keep the data and information of PMSE related to financial transactions for a minimum period of 10 (ten) years as of the date the data and information are obtained, and the data and information of PMSE not related to financial transactions for a minimum period of 5 (five) years as of the date the data and information are obtained.”

- 5) Domestic PPMSEs and/or overseas PPMSEs are obliged to provide and keep valid proof of PMSE transactions.⁵¹

PPMSE obligations in PMSE transactions related to the delivery of goods and services are regulated in:

- 1) Article 65 “In the event that the transaction is completed by the domestic PPMSE and/or overseas PPMSE, the delivery of Goods and/or Services shall be the responsibility of the domestic PPMSE and/or overseas PPMSE.”
- 2) Article 66 paragraph 1 “In the event that the delivery of Goods and/or Services is carried out by domestic PPMSE and/or overseas PPMSE, domestic PPMSE and/or overseas PPMSE are obliged to provide accurate and timely information regarding the period and status of delivery to consumers on a regular basis.”
- 3) Article 66 paragraph 2 “In the event that there is an error and/or discrepancy between the actual period and the period of delivery of the Goods and/or Services agreed upon in the Electronic Contract and the Goods and/or Services delivered resulting in a dispute between the Consumer and the Business Actor, the domestic PPMSE and/or overseas PPMSE shall settle the dispute.”

⁵¹ Article 28 paragraph 1 Peraturan Pemerintah Republik Indonesia Nomor 80 Tahun 2019 Tentang Perdagangan Melalui Sistem Elektronik.

- 4) Article 71 “Every domestic PPMSE and/or overseas PPMSE that accepts payment shall have or provide a mechanism that can ensure the refund of Consumer funds in the event of cancellation of purchase by the Consumer.”

11. Responsibility Principle

The principle of liability is a very crucial aspect in the field of consumer protection law. When faced with a situation where consumer rights have been violated, it is important to exercise careful judgment to determine who should be liable and to what extent liability can be imposed on the parties involved.⁵² Some formal legal documents, such as statutes and contractual grounds in the context of civil law, often provide limitations on the obligations to be borne by violators of consumer rights.

From the various causes of disputes, in detail, disputes involving consumers can be categorized into two aspects, namely:⁵³

- a. Business actors do not comply with the legal obligations mandated by law. This means that the business actor ignores the legal regulations governing its responsibilities as a business actor as well as the orders imposed on it while conducting its business. This kind of dispute can be referred to as a dispute arising from a tort;
- b. Business actors and consumers do not comply with the contents of the agreement, which means that both do not comply with their

⁵² Rahmanullah, “Perlindungan Konsumen Terhadap Jual Beli Online (Shopee) Hijab Berdasarkan Undang-Undang No 8 Tahun 1999,” 83.

⁵³ Panjaitan, *Hukum Perlindungan Konsumen*, 98.

responsibilities in accordance with the agreement or agreement that has been made between them. Such disputes can be identified as disputes arising from breach of contract or default. Defaults in PMSE transactions can easily occur, as consumers are often uncertain about the authenticity of the identity and contact information of the business actor, as well as the availability, condition, and suitability of the goods as advertised. If a default occurs, it can have a detrimental impact on consumers. In this context, there are two factors that can trigger non-conformity, namely force majeure.

The basic principles of liability are essential in handling situations involving violations of consumer protection rights. In general, the principles of tort liability can be broken down into:

a. Principle of Liability Based on the Element of Fault

The principle also known as “fault liability” or “liability based on fault” is a concept that generally applies in the context of criminal law and civil law. This principle states that a person can only be held legally responsible if there is an element of fault that can be proven. In Article 1365 of the Criminal Code, which is often known as the article on tort, there are four elements that must be fulfilled by the perpetrator, namely:

- 1) The existence of a tort;
- 2) The existence of an element of fault;

- 3) The existence of losses suffered;
- 4) There is a causal link between the fault and the loss.

What needs to be considered in this principle, which actually also applies in general to other principles, is the subject responsible for the error as described in Article 1367 of the Criminal Code, which in legal circles is often referred to as the principle of vicarious liability and corporate liability.

b. *Principle of presumption of liability*

This principle asserts that the business actor is by default held liable (presumption of liability principle) until he or she can prove his or her innocence.⁵⁴ The onus of proof is therefore placed on the business actor. In the context of consumer protection, this principle is important because the business actor has the obligation to prove their innocence, not the duty of the consumer.⁵⁵ The philosophical basis of the theory of reversal of the burden of proof is that a person is presumed guilty, unless they can prove otherwise.

c. *Presumption of Liability*

This principle is the opposite of the presumption of liability. In this principle, the responsibility is placed on the consumer, so the business cannot be held liable. This principle explains that

⁵⁴ Kristiyanti, *Hukum Perlindungan Konsumen*, 2011, 94.

⁵⁵ Gysheila Widiya Putri Kinanti, "Perlindungan Hukum Bagi Konsumen Terhadap Pembatalan Sepihak Jual Beli Online (E-Commerce) Dalam Perspektif Hukum Islam (Studi Kasus Transaksi E-Commerce Di Blibli.Com)" (Kudus, Institut Agama Islam Negeri Kudus, 2022), 13, <http://repository.iainkudus.ac.id/id/eprint/8372>.

restrictions in consumer transactions, in the context of common sense, can be justified. Based on Article 1365 of the Criminal Code, consumers who suffer losses due to defective products or services can file a direct claim against the business actor. This claim is based on the circumstance that a tort has occurred, or in other words, the consumer must first prove the wrongdoing of the business actor. This principle of absolute liability is explained in Article 19 paragraphs 1 and 2 of the PK Law.

d. Principle of Absolute Liability

This principle explains that fault is not a determining factor in liability. The principle of strict liability is applied in consumer protection law as a way to bind businesses to fulfill their regulatory obligations in their business operations.⁵⁶ This principle of responsibility is known as “product liability.”⁵⁷ In this principle, it is explained that businesses have an obligation to be responsible for the losses suffered by consumers due to the use of the products they market.⁵⁸ However, consumers still have the burden of proof, although not as heavy as businesses. In this context, consumers only need to prove the existence of a causal relationship between the

⁵⁶ Gloria and Neltje, “Analisis Yuridis Pertanggungjawaban Hukum Penyelenggara Perdagangan Melalui Sistem Elektronik Terhadap Barang yang Tidak Sampai,” 959.

⁵⁷ Susanto, *Hak-hak konsumen jika dirugikan*, 36–39.

⁵⁸ Rizqiana Setyani, “Perlindungan Hukum Terhadap Konsumen dalam Pengiriman Barang yang Tidak Sesuai dengan Gambar pada Marketplace Menurut Undang-Undang No. 8 Tahun 1999 (Studi Kasus pada Pelanggan Lazada di Kendal)” (Semarang, Universitas Islam Sultan Agung, 2022), 28, <http://repository.unissula.ac.id/id/eprint/25779>.

business actor's actions and the losses they experience, while the rest can follow the principle of absolute liability.

There are several reasons for the application of the principle of absolute liability, namely:

- 1) In contexts where consumers and businesses are on different sides, the party liable for compensation is the one that produced or marketed the defective or dangerous goods for sale;
- 2) By commercializing the product, the business actor automatically provides a guarantee that the product is safe to use, and the business actor must be responsible if the product is found to be unsafe for use;
- 3) Even if the principle of absolute liability is not applied, business actors who commit wrongdoing can still be subject to lengthy legal proceedings and lawsuits.

e. Principle of Responsibility with Limitation

This principle is a favorite for businesses in adding standard clauses to their agreements.⁵⁹ In this principle of limitation of liability, business actors are the ones who benefit because they can add standard clauses by themselves and limit the obligations given to consumers. With this principle in place, it is expected that consumers will be more cautious when conducting transactions.

⁵⁹ Kristiyanti, *Hukum Perlindungan Konsumen*, 2011, 97.

This principle of responsibility can have a detrimental impact on consumers if it is determined by the business actors themselves. Under the PK Law, businesses should not be allowed to unilaterally determine clauses that harm consumers, including the maximum limitation of their liability. If there is an absolute limitation, it must be based on clear laws and regulations.

CHAPTER III

RESEARCH OF RESEARCH

In achieving the objectives of this research, it is important to select methods that ensure the accuracy and relevance of the data in accordance with the established research objectives. The chosen method should enable comprehensive, objective, and accountable data collection in line with the research objectives related to the object of research. This research falls into the category of qualitative research with an empirical juridical approach, which includes the process of collecting research data, data sources, and analyzing relevant cases. The research process will follow a series of steps that have been designed in accordance with the research plan that has been made.

A. Type of Research

Based on the background explanation previously stated, this research uses a research method that is structured based on the field (empirical juridical). Sociological/empirical legal research, namely legal research that examines and analyzes the legal behavior of individuals or communities in relation to the law, and the data sources used come from primary data.⁶⁰

There are two things that become the focus of study in this definition, namely the subject under study and the data source used. The subject studied

⁶⁰ Salim and Erlies Septiana Nurbani, *Penerapan Teori Hukum Pada Penelitian Tesis Dan Disertasi*, Cet. 1 (Jakarta: Rajawali Pers, 2013), 21.

in empirical legal research, namely legal behavior.⁶¹ Legal behavior, namely the real behavior of individuals or communities in accordance with what is considered appropriate by the applicable legal rules. Meanwhile, the data source used to examine empirical legal research is primary data. Primary data is data that comes from the main source, namely the community or people directly related to the object of research.⁶²

In this study, researchers conducted a study of the typology of defaults committed by business actors in PMSE transactions on the Shopee marketplace reviewed according to Government Regulation Number 80 of 2019 concerning Trade Through Electronic Systems, by conducting an empirical study of victims on the @Collegemenfess account through Twitter social media and conducting theoretical studies on theories that are possible to use.

B. Research Approach

Based on the type of research that has been applied by researchers, this thesis research uses a sociological juridical approach (social legal approach). This approach was chosen as a method to analyze the legal aspects that apply in people's lives, especially in the social legal approach. The legal context of the field that is happening. The juridical sociological approach is used as a tool to find social facts and phenomena in the midst of society, which further involves problem identification steps and finally leads to problem solving.⁶³

⁶¹ Salim, *Penerapan Teori Hukum Pada Penelitian Tesis Dan Disertasi*, 21.

⁶² Bambang Waluyo, *Penelitian Hukum dalam Praktek*, Cet. 4 (Jakarta: Sinar Grafika, 2008), 16.

⁶³ Zainuddin Ali, *Sosiologi Hukum*, Cet. 2 (Jakarta: Sinar Grafika, 2007), 13.

The sociological juridical approach is used to determine the extent to which the law operates in society related to the typology of defaults committed by business actors in the Shopee marketplace reviewed according to Government Regulation Number 80 of 2019 concerning Trade Through Electronic Systems, whether it is in accordance with the laws and regulations.

C. Research Location

Researchers in determining the location of this research pay thorough and in-depth attention to the subject matter to be investigated. In addition, geographical aspects and other factors such as time, cost, and energy efficiency were also carefully considered. Based on these considerations, the researcher then chose the most suitable location to conduct research, namely on the @Collegemenfess account on social media Twitter.

The @Collegemenfess account is one type of auto base account found in the Twitter application. An auto base account is an account that uses the automatic direct message service feature. This feature allows other Twitter users to send DMs (direct messages) to the auto base account, and the DMs will be automatically uploaded into the tweets of the auto base account.

The @collegemenfess account provides a platform for students to interact regarding university issues, including discussions, questions, exchanging opinions, and also opens a discussion room for complaints related to cases of violation or typology of default on various PMSE platforms.

D. Data Sources

In the context of research, the data sources used by researchers refer to the collection of information obtained according to the needs of the author. This relevant information can be obtained from various sources, including:

1. Primary Data

Primary data refers to information obtained directly from the first or original source, namely the informant. The data search in this study was conducted through the online interview method. Online interviews to collect primary data in the field are considered the most effective because they involve direct interaction between researchers and informants.⁶⁴ Informants in this study were taken from students who are members of the @Collegemenfess base on Twitter, namely Ikaz (@Ikaz___), Resti Hariyanti (@Resteeh), Iffah Putri Melinda (@Iffahputrim), Irene Priscilla (@GiselleAesKpa), and Prili (@Choucoretto).

2. Secondary Data

Secondary data refers to information obtained by researchers indirectly. This secondary data aims to provide an explanation of the content of primary legal materials. Secondary data includes all law-related publications that are not official documents, such as textbooks that discuss various legal issues, including theses, dissertations, and law journals.⁶⁵ In the context of this research, secondary data is used in the

⁶⁴ Waluyo, *Penelitian Hukum dalam Praktek*, 57.

⁶⁵ Zainuddin Ali, *Metode Penelitian Hukum*, Cet. 3 (Jakarta: Sinar Grafika, 2011), 54.

form of books, journals, theses, and so on that have relevance to the object of research.

E. Technique of Data Sources Collection

Efforts to collect social facts in empirical legal research are standard procedures carried out in a directed and systematic manner to obtain study materials.⁶⁶ In this regard, researchers obtain accurate and authentic data through the collection of data sources, including primary data and secondary data, which are adjusted to the research approach applied. Primary data collection techniques involve online interview techniques with informants from the @Collegemenfess account through the chat feature on Twitter, and collection techniques with the @Collegemenfess account. Secondary data is conducted through the study of various written sources that have relevance to the object of research.

Online interviews in the process of collecting data on social facts as part of empirical legal science studies are carried out by asking questions that are designed systematically, clearly, and in accordance with the legal issues being studied. The types of online interviews applied include open-ended and structured approaches, where structured interviews allow the interviewer to set the problems and questions to be asked himself.⁶⁷ In this case, the researcher asked questions via chat to the informant regarding the typology of default that

⁶⁶ Bahder Johan Nasution, *Metode Penelitian Ilmu Hukum*, Cet. 1 (Bandung: CV. Mandar Maju, 2008), 166.

⁶⁷ Nasution, *Metode Penelitian Ilmu Hukum*, 167.

occurred to the informant as a victim in the Shopee marketplace through the @Coleggemenfess base account on Twitter.

The information obtained from the online interviews was then carefully recorded. The aim was to make the information submitted acceptable answers to questions and to be an accurate source of information from the informants concerned, who have competence in this context.

F. Data Analysis

The analysis technique basically begins with grouping data and information which is then interpreted to give meaning to the relationship between one another.⁶⁸ After data is collected from the field through using the data collection methods previously described, researchers will manage and analyze the data using a qualitative descriptive analysis approach. In empirical legal research, the information obtained must be in accordance with the validity of the data contained in the field. Therefore, the use of qualitative methods is considered a fully justified approach, because the data collection uses interview guidelines.⁶⁹

Furthermore, the data will be described by the researcher to provide a more detailed description of the default practices carried out by business actors in the Shopee marketplace, then analyzed descriptively based on a review of Government Regulation Number 80 of 2019 concerning Trading Through Electronic Systems, with the aim of determining the content or meaning of the

⁶⁸ Nasution, *Metode Penelitian Ilmu Hukum*, 174.

⁶⁹ Waluyo, *Penelitian Hukum dalam Praktek*, 78.

legal rules used as a reference in solving legal problems that become the object of research.⁷⁰

In data analysis, researchers also use quotations from previous research results and also quote expert opinions from books, as an effort to sharpen the analysis that is done.⁷¹ Such quotations in addition to adding to the scientific weight of the research results in the form of sharpening the analysis will also increase the knowledge of researchers.

⁷⁰ Ali, *Metode Penelitian Hukum*, 107.

⁷¹ Waluyo, *Penelitian Hukum dalam Praktek*, 82.

CHAPTER IV

DISCUSSION OF RESEARCH FINDINGS

A. Overview of Research Objects

Shopee is the first mobile-platform in Southeast Asia (Indonesia, Philippines, Malaysia, Singapore, Thailand, Vietnam) and Taiwan that offers online buying and selling transactions via mobile phones. Shopee is a PPMSE owned by PT Garena Indonesia. This marketplace facilitates the buying and selling process through mobile devices with a concept that combines elements of social media and shopping.

Chris Feng, is a key figure in the founding of Shopee and serves as its CEO. Shopee was first introduced in Singapore in 2015 and is a subsidiary of the Singapore-based Garena company.⁷² Shopee entered the Indonesian market at the end of May 2015 and officially operated at the end of June 2015. Shopee has established partnerships with various courier service providers in various countries including Indonesia. Shopee's office in Indonesia is located at Wisma 77 Tower 2, Letjen Street, S. Parman, Palmerah, DKI Jakarta.

Shopee offers a wide array of goods, including men's and women's clothing, electrical appliances, home appliances, sporting goods, and so on

⁷² Siti Lam'ah Nasution, Christine Herawati Limbong, and Denny Ammari Ramadhan Nasution, "Pengaruh Kualitas Produk, Citra Merek, Kepercayaan, Kemudahan, Dan Harga Terhadap Keputusan Pembelian Pada E-Commerce Shopee (Survei Pada Mahasiswa S1 Fakultas Ekonomi Jurusan Manajemen Universitas Labuhan Batu)," *Jurnal Ecobisma* 7, no. 1 (2020): 43, <https://doi.org/10.36987/ecobi.v7i1.1528>.

With the wide selection offered, many consumers enjoy the shopping experience at Shopee.⁷³

Consumers also have the opportunity to find shopping tags through a comprehensive product search system, as well as obtain detailed information about the reputation of businesses.⁷⁴ This allows consumers to freely compare and select products. Shopee implemented an e-commerce service system that facilitates consumers in e-commerce services by introducing a chat feature that allows consumers to communicate with businesses.

The service that Shopee provides to customers includes the following:

1. Pay on the spot or COD, which is a payment method that allows consumers to open the package before making payment and return it to the courier if the item does not match the product description or photo;
2. Shopee Guarantee, a payment service to businesses that will be placed in a hold by Shopee during the Shopee Guarantee period. The funds are disbursed to the business after the order is received by the consumer. The Shopee Guarantee period is calculated based on the day of delivery by the business and the estimated delivery time, which starts from the date the payment confirmation is made;

⁷³ Valentin I. F. Samuri, Agus S. Soegoto, and Djemly Woran, "Studi Dekriptif Motivasi Belanja Hedonis Pada Konsumen Toko Online Shopee," *Jurnal EMBA* 6, no. 4 (September 2018): 2243, <https://doi.org/10.35794/emba.v6i4.20965>.

⁷⁴ Nur Kamisa, Almira Devita P, and Dian Novita, "Pengaruh Online Customer Review Dan Online Customer Rating Terhadap Kepercayaan Konsumen (Studi Kasus: Pengguna Shopee Di Bandar Lampung)," *Journals of Economics and Business* 2, no. 1 (2022): 22, <https://doi.org/10.33365/jeb.v2i1.83>.

3. Free shipping, an initiative that gives consumers the opportunity to enjoy free shipping facilities at the stores of businesses that participate in this program. The shipping fee will be automatically deducted when consumers are on the checkout page after they have selected or used the free shipping voucher available on the Shopee Voucher page;
4. ShopeeFood, a feature provided in the Shopee app that allows users to place food orders that are delivered according to their wishes;
5. SPaylater, which is one of the payment options known as "buy now, pay later." Consumers are given the ability to make a purchase first and have the option to pay the following month or through a term payment method over several months. This program is directly supervised by OJK and is available within the Shopee app.

B. Default Practices in Trade Transactions Through Electronic Systems in the Shopee Marketplace

1. Typology of Default Cases in the Shopee Marketplace

Default refers to the act of one party ignoring or violating the obligations that have been agreed upon in an agreement.⁷⁵ In a legal context, default can occur if one party does not fulfill the obligations agreed upon in an agreement, both the obligation to do something and the obligation not to do something. The occurrence of default results in the other party suffering losses.

⁷⁵ Hajjan, "Penegakan Hukum Atas Tindakan Wanprestasi Konsumen Melalui Sistem Cash on Delivery (COD)," 322.

PMSE transactions often present higher risks for consumers than for businesses, due to the lack of face-to-face interaction between consumers and businesses as well as consumers' ignorance of their own rights, resulting in defaults in these transactions generally committed by businesses.⁷⁶

Some of the risks that can arise include the potential for default by the business actor, for example, the possibility of shipping damaged products where the business actor delivers goods that have been ordered by consumers but the goods sent are defective goods, goods that should not be traded or are late, doing something that according to the agreement should not be done, the existence of inaccurate product advertisements, there are also situations of business actors who deliberately do not fulfill their obligations, an action that can be classified as default or even the risk of fraud that can be committed by fictitious business actors.

There are several typologies or forms of default, namely:⁷⁷

- a. Not doing what you agreed to do;
- b. Doing what is promised but not what is promised;
- c. Late in performing obligations;
- d. Doing something prohibited in the agreement

⁷⁶ Resha Alifiona and Denny Suwondo, "Perlindungan Hukum Terhadap Konsumen Akibat Wanprestasi Dalam E-Commerce," *Jurnal Ilmiah Sultan Agung* 2, no. 2 (September 2023): 303, <https://jurnal.unissula.ac.id/index.php/JIMU/article/view/33579>.

⁷⁷ Ainul Yaqin, "Akibat Hukum Wanprestasi Dalam Jual Beli Online Menurut Undang-Undang Informasi Dan Transaksi Elektronik," *DINAMIKA: Jurnal Ilmiah Ilmu Hukum* 25, no. 6 (2019): 16, <https://jim.unisma.ac.id/index.php/jdh/article/view/3169/2849>.

Based on the data obtained by researchers through online interview techniques on the @Collegemenfess base with several informants as victims, it shows that there are several cases related to the typology of default practices committed by business actors that occur in the Shopee Marketplace.

The first case was experienced by a victim named Ikaz in 2020 and 2021. The victim revealed that:⁷⁸

“There is a discrepancy in the goods received in online purchases through the Shopee platform. In the first purchase, the color of the clothes received did not match the order, but the complaint submitted did not get a response from the business actor, finally choosing to give a low rating by giving one star to the store. In the second purchase, the face wash soap received did not match the variant chosen, and the complaint submitted also did not get a response from the business actor.”

The default experienced occurred when the victim made two purchases through Shopee, but the goods received did not match the order. Even though they have tried to complain via chat, they did not get any response from the business actor. This proves that the business actor has been proven to have done what he promised, but not as promised, did not do what he promised to do, and did something that according to the agreement should not be done, namely the discrepancy of goods and unresponsiveness to complaints.

The legal impact arises, namely the violation of consumer law committed by business actors who do not fulfill their obligations, so that consumers are entitled to the right to compensation.⁷⁹ Compensation can

⁷⁸ Ikaz, wawancara *online*, (Malang, 10 Januari 2024)

⁷⁹ Article 7 letter g Undang-Undang Nomor 8 Tahun 1999 Tentang Perlindungan Konsumen.

include the cost of returning goods, losses incurred due to non-conformity of goods. Business actors may be subject to legal sanctions for violating consumers' rights to receive goods in accordance with the agreement.⁸⁰

The second case was experienced by Resti Hariyanti in 2016, the victim revealed that:⁸¹

“I once made a purchase through Shopee. First, there was a color mismatch in the clothes ordered and received, the color ordered was very different from what came, then the size of the order also did not match. Then I have purchased shoes, both right shoes. When mentioning and complaining to business actors, they never received a reply and response.”

The case was related to goods that were also not as ordered, and the unresponsiveness of businesses to consumer complaints. This results in a form of default, namely that the business actor has been proven to have done what he promised, but not as promised, did not do what he promised to do, and did something that according to the agreement should not be done. Business actors do not fulfill the obligation to provide goods in accordance with the order. Business actors also do not respond well to consumer complaints or do not provide adequate solutions.

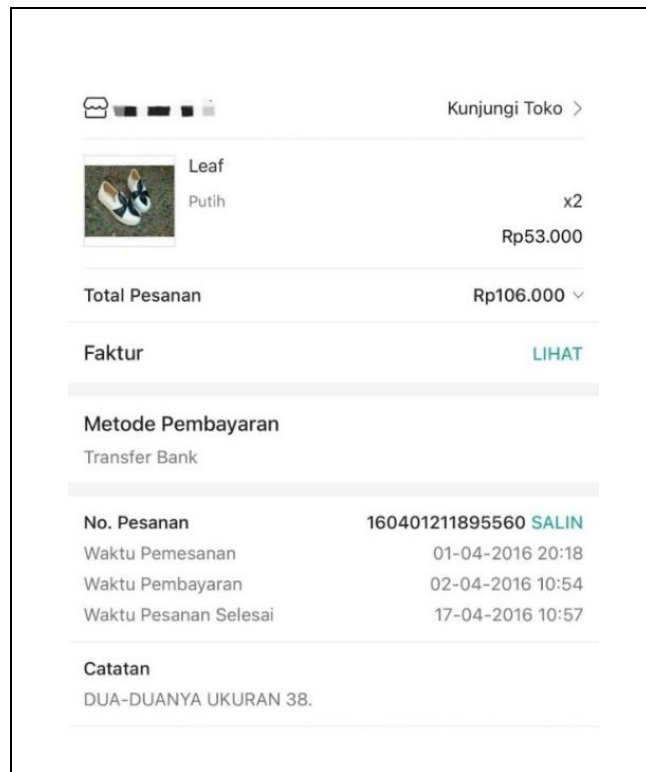
The legal impact arising in this case is that consumers are entitled to replacement goods that are in accordance with the order, and business actors are also obliged to provide compensation for non-conformity.⁸² In this case, the business actor may be subject to legal sanctions for violating the consumer's right to receive goods in accordance with their order.⁸³

⁸⁰ Article 4 letter h Undang-Undang Nomor 8 Tahun 1999 Tentang Perlindungan Konsumen.

⁸¹ Resti Hariyanti, wawancara *online*, (Malang 12 Januari 2024)

⁸² Article 7 letter g Undang-Undang Nomor 8 Tahun 1999 Tentang Perlindungan Konsumen.

⁸³ Article 4 letter h Undang-Undang Nomor 8 Tahun 1999 Tentang Perlindungan Konsumen.



Picture 1. Second Case

The third case was experienced by Prili in October 2023. The victim revealed that:⁸⁴

“In the middle of last year I made a purchase through Shopee, in the form of a knee decker, when I checked out the goods and made a payment there was nothing suspicious, but when the goods arrived it turned out that what was sent was a glove and not a knee decker according to what had been ordered. Finally, I complained through a chat complaint to the business actor's shop, but the reply and response I got was just a formality and there was no follow-up whatsoever until now.”

The incident was experienced when the goods received by the victim were far different and did not match what had been agreed upon. The victim bought a knee decker through Shopee, but the item received was not a knee decker but a glove. The victim has tried to make a complaint via chat to the business actor, but the business actor only responds as a

⁸⁴ Prili, wawancara *online*, (Malang, 12 Januari 2024)

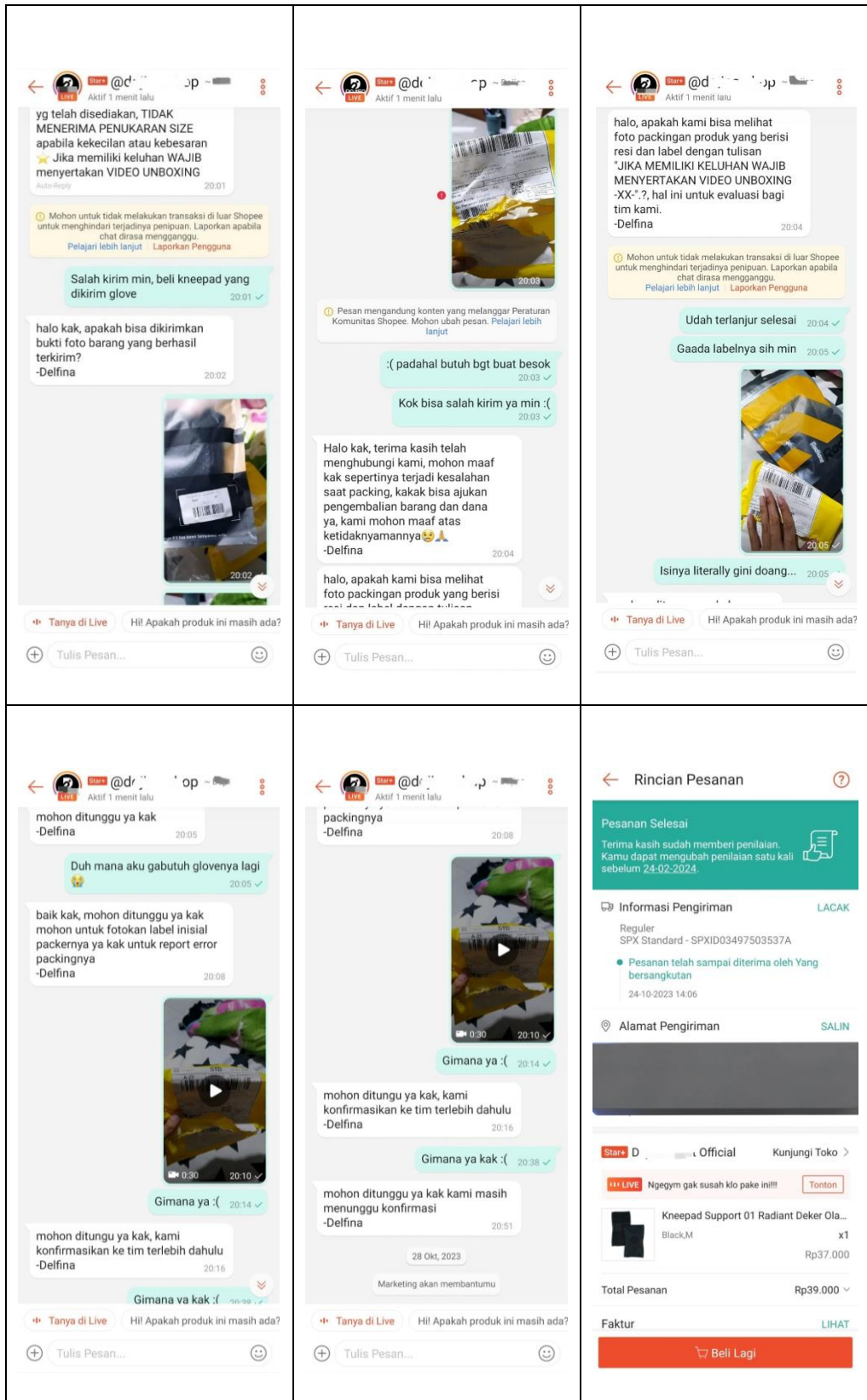
formality, which in the end there is no accountability by the business actor to the victim.

The typology of default cases that occur, business actors have been proven to do what they promised, but not as promised, not doing what they promised to do, and doing something that according to the agreement should not be done. In this case, the business actor did not fulfill the promise to deliver the product according to the order. Business actors also do something that must not be done according to the agreement, in this case the business actor has deliver products that are different from what has been ordered by the consumer.

The legal consequences and impacts that arise are that business actors can be subject to legal sanctions for violating consumers' rights to receive appropriate goods.⁸⁵ Consumers are also entitled to compensation and damages, business actors who commit default must provide compensation to consumers as a result of losses arising from acts of default committed.⁸⁶

⁸⁵ Article 4 letter h Undang-Undang Nomor 8 Tahun 1999 Tentang Perlindungan Konsumen.

⁸⁶ Article 7 letter g Undang-Undang Nomor 8 Tahun 1999 Tentang Perlindungan Konsumen.



Picture 2. Third Case

The fourth case was experienced by Irene Priscilla in September 2023.

The victim revealed that:⁸⁷

“The incident began when I wanted to buy an accounting book for college, and the lecturer wanted the book to be original. When making a purchase at Shopee, I found one of these bookstores, before making a purchase, I contacted the business actor to make sure the book was available and original or not, the business actor confirmed that the book was still available and the book was in original condition not a photocopy. After getting this information, he immediately checked out using Shopee pay. However, after making a transaction, the book that came was a fake book, not an original book. I have tried to complain to return the goods but it was rejected.”

The incident experienced by the victim began when the victim wanted to buy at one of the bookstores on Shopee. Before buying, the victim had time to make sure to the business actor that whether it was true that the book being sold was still in stock and the book was original or not, the business actor made a statement that the book was original and also in stock, but it turned out that the book received by the victim was very small and was a photocopied book not an original print from the publisher.

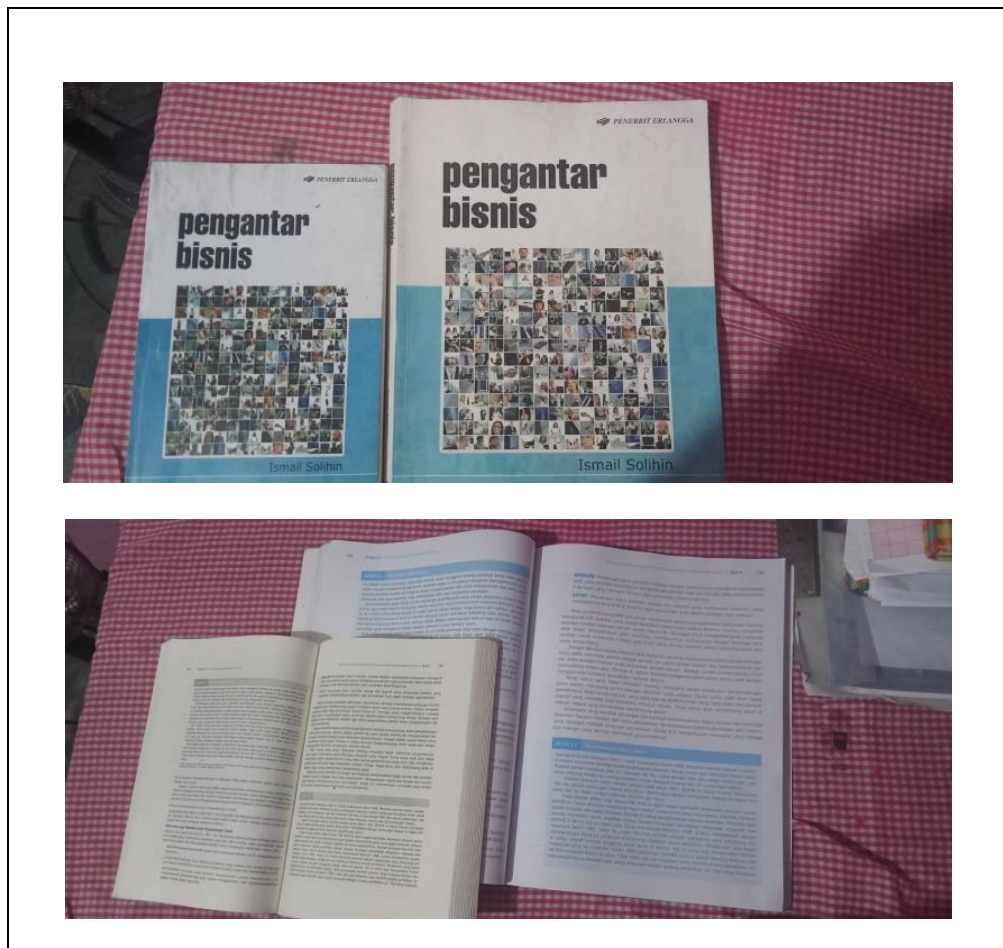
Complaints via chat from victims to return goods and/or funds were not responded well, and business actors chose to refuse to return goods and/or funds. So that in the end the victim feels disadvantaged.

The form of default that occurs, namely the business actor does not do what he is promised to do and has done what he promised, but not in accordance with what was promised. In this case, the business actor does not fulfill the promise to deliver the original goods in accordance with the promised agreement. Business actors have also done something that may

⁸⁷ Irene Priscilla, wawancara *online*, (Malang, 9 Januari 2024)

not be done according to the agreement, in this case the business actor has sent counterfeit goods that are different from those ordered by consumers.

The impact and legal consequences, namely business actors can be subject to legal sanctions for violating consumers' rights to receive goods in accordance with the description given, business actors are obliged to comply with consumer rights, including the return of goods and / or funds in the event of default.⁸⁸ In this case, consumers are entitled to compensation and compensation.⁸⁹



Picture 3. Fourth Case

⁸⁸ Article 7 letter g Undang-Undang Nomor 8 Tahun 1999 Tentang Perlindungan Konsumen.

⁸⁹ Article 4 letter h Undang-Undang Nomor 8 Tahun 1999 Tentang Perlindungan Konsumen.

The fifth case was experienced by Iffah Putri Melinda in 2021. The victim revealed that:⁹⁰

“I once purchased a mini fan through Shopee in 2021. When the item has arrived and has also made an unboxing video, it turns out that the mini fan does not turn on, because it has not clicked the order is accepted, finally making a chat complaint to the business actor, but the business actor responds that before sending the item it has been checked and can turn on, but in reality the item that arrives is not in a dead state.” When trying to appeal Shopee, the business actor refused and did not want to take responsibility. When trying to appeal Shopee, the business refused and did not want to take responsibility.”

The incident occurred in the form of an order for goods that did not match the initial agreement. The victim made a purchase in the form of a mini fan, but the goods that arrived did not function properly. The victim chose to make a chat complaint to the business actor regarding the order that had been received not functioning properly, but the response from the business actor denied and stated that the goods sent were on and functioning properly.

The victim also chose to submit an appeal provided by the marketplace, but the business actor still refused and did not want to be responsible for the goods he had sent, so in the end the victim had to give in and felt that he had been harmed.

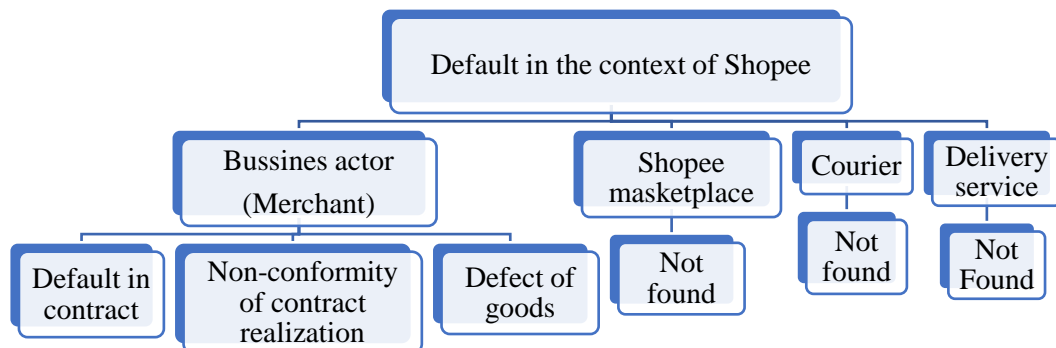
The form of default that occurs, namely the business actor has been proven to have done what he promised, but not in accordance with what was promised, did not do what he promised to do, and doing something that according to the agreement should not be done. Business actors in these

⁹⁰ Iffah Putri Melinda, wawancara *online*, (Malang, 9 Januari 2024)

transactions do not fulfill their obligation to deliver goods that function properly in accordance with the description and initial agreement. Business actors also refuse to take responsibility for the goods they have sent.

The impact and legal consequences that arise, namely consumers are entitled to replacement goods that function properly. Business actors are also obliged to provide compensation and compensation for the non-conformity of the goods.⁹¹ Business actors are obliged to comply with consumer rights. Refusal of responsibility from business actors can result in legal sanctions.

Chart 1. Default Typology



2. Review of Government Regulation Number 80 of 2019 concerning Trade through Electronic Systems Against Defaults that Occur in the Shopee Marketplace

Default can occur if one of the parties, either the business actor or the consumer, does not fulfill its obligations in accordance with the

⁹¹ Article 4 letter h Undang-Undang Nomor 8 Tahun 1999 Tentang Perlindungan Konsumen.

agreement that has been made. Defaults that often occur in PMSE carried out by business actors can arise, because:⁹²

- a. Failure to do what is promised to be done. The business actor does not deliver the goods as promised in the transaction;
- b. Carrying out what is promised but not as promised. The business actor delivers the goods but the goods do not match what the buyer ordered;
- c. Doing what it promises but being late. The business actor delivers the goods ordered by the buyer but there is a delay in delivery;
- d. Doing something that according to the agreement should not be done. The business actor delivers the goods ordered by the buyer but the goods delivered are defective goods, goods that should not be traded.

Default in FSE involves issues related to the principle of good faith in the execution of transactions as well as the responsibility of business actors in avoiding inappropriate actions. Article 3 of the PMSE Regulation stipulates that in conducting PMSE, the parties are required to pay attention to the principles of good faith, prudence, transparency, trustworthiness, accountability, balance, and fairness and health.⁹³

⁹² Mohamad Rivaldi Moha, Sukarmi, and Afifah Kusumadara, "Urgensi Pendaftaran Penyelenggara Sistem Elektronik Bagi Pelaku Usaha E-Commerce," *Jalrev* 2, no. 2 (July 2020): 111, <https://doi.org/10.33756/jlr.v2i2.5280>.

⁹³ Article 3 Peraturan Pemerintah Republik Indonesia Nomor 80 Tahun 2019 Tentang Perdagangan Melalui Sistem Elektronik.

Business actors in conducting PMSE are required to comply with the obligations that have been imposed so that the principles of conducting PMSE are reflected. Along with this, there are key responsibilities attached to business actors as stated in Article 13 of Government Regulation No. 80/2019 (PMSE Regulation), which specifically regulates the obligations of business actors in PMSE, namely:⁹⁴

- a. In every PMSE, Business Actors shall:
 - 1) Provide correct, clear, and honest information about the identity of legal subjects supported by valid data or documents;
 - 2) Conveying true, clear and honest information about the conditions and guarantees of the goods and / or services being traded including the electronic system used according to the characteristics of its function and role in the transaction; and
 - 3) Fulfill the provisions of advertising ethics in accordance with the provisions of laws and regulations.
- b. True, clear and honest information as referred to in paragraph (1) letter a and letter b at least regarding:
 - 1) Truth and accuracy of information;
 - 2) Conformity between advertising information and physical Goods;
 - 3) Eligibility for consumption of Goods or Services;

⁹⁴ Article 13 Peraturan Pemerintah Republik Indonesia Nomor 80 Tahun 2019 Tentang Perdagangan Melalui Sistem Elektronik.

- 4) Legality of Goods or Services; and
- 5) Quality, price and accessibility of Goods or Service.

Article 20 of PP PMSE also states that domestic traders and foreign traders who conduct PMSE using facilities owned by domestic PPMSE and/or foreign PPMSE must fulfill the terms and conditions of PPMSE in accordance with the agreed service quality standards and provisions of laws and regulations.⁹⁵

The legal relationship between business actors and consumers in trading through electronic systems (PMSE) is formed through electronic contracts made by the marketplace as PPMSE. Before the occurrence of legal relations in buying and selling transactions between consumers and business actors, consumers will first bind themselves to PPMSE, by agreeing to any terms and conditions made by PPMSE in the form of electronic contracts with a standard agreement model.

In order to prevent unwanted things that can harm one or both parties, Marketplace Shopee as a Platform for Organizing Trading Through Electronic Systems (PPMSE) has outlined Shopee's operational policies. This Shopee policy contains responsibilities that must be obeyed by business actors, namely:⁹⁶

- a. Businesses should properly manage and ensure that relevant information such as prices and details of goods, inventory quantities

⁹⁵ Article 20 Peraturan Pemerintah Republik Indonesia Nomor 80 Tahun 2019 Tentang Perdagangan Melalui Sistem Elektronik.

⁹⁶ Shopee, "Kebijakan Shopee," accessed March 2, 2024, <https://help.shopee.co.id/portal/article/73512>.

and terms and conditions of sale are updated on the business register and should not post inaccurate or misleading information;

- b. The price of the goods sold shall be determined by the business at its sole discretion. The price of the goods and shipping costs shall include all amounts to be charged to the business such as sales tax, value added tax, fees, etc. and the business shall not charge any such amounts additionally and separately to the Buyer;
- c. In accordance with the applicable import provisions of consignment goods in the Republic of Indonesia, the business actor understands, agrees, and authorizes Shopee to display the price of the goods which includes the amount of tax charged for the goods in accordance with the applicable tax law provisions in the Republic of Indonesia. For the avoidance of doubt;
- d. Businesses agree that at its discretion Shopee may engage in promotional activities to encourage transactions between consumers and businesses by reducing, deducting or refunding fees, or by other means. Such adjustments will apply to the final price to be paid by the consumer;
- e. For the purpose of promoting sales and items listed by business actors, Shopee may post such items (with adjusted prices) on third-party websites (such as portal sites and price comparison sites) and other websites (domestic or overseas) operated by Shopee;

- f. Businesses must issue receipts, credit card slips or tax invoices to consumers upon request;
- g. The business actor acknowledges and agrees that the business actor will be responsible for paying all taxes, duties and excises for the goods sold and Shopee cannot provide legal or tax advice in this regard. Due to tax laws and regulations that may change from time to time, businesses are advised to seek professional advice if in doubt;
- h. The business actor acknowledges and agrees that the business actor's violation of any of Shopee's policies will result in various actions as stated in the section on violation of Shopee's terms of service.

In fact, in the implementation of Trading Through Electronic Systems (PMSE) through the Shopee Marketplace platform, in accordance with the context of the cases that have been identified, based on information obtained from online interviews with informants through the @Collegemenfess account on Twitter, the data that has been collected shows that there are still a number of cases of default, especially those involving business actors. Related to defaults that occur in PMSE transactions on the Shopee Marketplace carried out by business actors, including:

The first case was experienced by a victim named Ikaz in 2020 and 2021. The victim revealed that:⁹⁷

⁹⁷ Ikaz, wawancara *online*, (Malang, 10 Januari 2024)

“There is a discrepancy in the goods received in online purchases through the Shopee platform. In the first purchase, the color of the clothes received did not match the order, but the complaint submitted did not get a response from the business actor, finally choosing to give a low rating by giving one star to the store. In the second purchase, the face wash soap received did not match the variant chosen, and the complaint submitted also did not get a response from the business actor.”

In the Ikaz case, in the transaction, the business actor was declared to have made a default, because the business actor has been proven to have done what he promised, but not as promised, did not do what he promised to do, and did something that according to the agreement should not be done. The acts of default committed by business actors have violated the provisions of Article 11, Article 20, Article 26 letter a, Article 45 paragraph (4), Article 46 paragraph (1), and Article 64 paragraph (1) letter d.

Article 11 stipulates that every business actor conducting PMSE must fulfill general requirements in accordance with the provisions of laws and regulations.⁹⁸ The facts show that business actors have violated several articles stipulated in the law, including violating Article 20.

Business actors who conduct PMSE by using facilities owned by PPMSE are required to fulfill the terms and conditions of PPMSE in accordance with the agreed service quality standards and the provisions of laws and regulations.⁹⁹ However, what happens in the field, the terms and

⁹⁸ Article 11 Peraturan Pemerintah Republik Indonesia Nomor 80 Tahun 2019 Tentang Perdagangan Melalui Sistem Elektronik.

⁹⁹ Article 20 Peraturan Pemerintah Republik Indonesia Nomor 80 Tahun 2019 Tentang Perdagangan Melalui Sistem Elektronik.

conditions contained in Shopee as a PPMSE are not complied with by the business actors.

The Shopee system in its operation has provided a “Return Goods and Funds Policy,” to anticipate if in the future the consumer and business actors experience disputes or do not reach an agreement in accordance with the agreement.

With the provision of the return goods and refund policy, the consumer party can apply for the return of the purchased goods and/or a refund before the expiration of the Shopee warranty period as stated in the “Terms of Service”. The Shopee Guarantee is a service provided by Shopee, at the request of users, to assist users in handling certain conflicts that may arise during the course of a transaction. Users may apply for a return of goods and/or funds through the Shopee application. Consumers may only apply for an item return and/or refund in the following situations:

- a. Goods have not been received by the consumer;
 - b. The goods are defective and/or damaged upon receipt;
 - c. The business actor has delivered goods that are not in accordance with the agreed specifications (e.g. wrong size, color, etc.) to the consumer;
 - d. the Goods delivered to the consumer are materially different from the description provided by the business actor in the list of Goods;
- or

- e. Goods are sold by businesses that participate in the “Return-Free Program” and fall under the categories listed in the Return-Free Program

The regulations given by Shopee to business actors should be obeyed properly, but the fact that there is no response from the business actors to consumer complaints results in these consumers not being able to return goods and / or funds for goods that are not in accordance with the agreement.

The unresponsiveness of the business actors after the transaction has also violated Article 26 letter a. Business actors should be obliged to protect consumer rights in accordance with the provisions of laws and regulations in the field of consumer protection.¹⁰⁰ The actions of business actors certainly cause consumers to be the injured party.

The business actors in their acts of default have also violated Article 45 paragraph (4). Article 45 paragraph (4) stipulates that business actors who make electronic offers must be responsive to electronic acceptance, and must fulfill electronic contracts as terms and conditions in electronic offers.¹⁰¹

In fact, with a discrepancy in the offer and receipt of goods, consumers have tried to contact the business actor to return the goods / funds in accordance with the provisions of the PPMSE in the event of a

¹⁰⁰ Article 26 letter a Peraturan Pemerintah Republik Indonesia Nomor 80 Tahun 2019 Tentang Perdagangan Melalui Sistem Elektronik.

¹⁰¹ Article 45 paragraph 4 Peraturan Pemerintah Republik Indonesia Nomor 80 Tahun 2019 Tentang Perdagangan Melalui Sistem Elektronik.

discrepancy in goods. However, the business actor does not respond and respond to complaints from consumers in accordance with their obligations and responsibilities.

It is also stipulated in Article 46 paragraph (1) that electronic receipts from consumers must be responded to by business actors within a certain period of time.¹⁰² The fact is that business actors do not carry out transactions in accordance with these regulations. In the event of a discrepancy between the electronic acceptance and the electronic offer, the parties are deemed not to have reached an agreement.¹⁰³

The delivery of goods that are not in accordance with the agreement in the default has also violated the provisions of Article 64 paragraph (1) letter d. Supposedly in every delivery of goods and/or services using courier services or other delivery mechanisms, business actors must ensure the suitability of the goods and/or services sent, this is done so that there is no negligence that can harm consumers.¹⁰⁴ However, in practice, business actors neglect to deliver goods in accordance with consumer orders, resulting in the offering and receiving of goods that are not in accordance with the agreement in the agreement.

¹⁰² Article 46 paragraph 1 Peraturan Pemerintah Republik Indonesia Nomor 80 Tahun 2019 Tentang Perdagangan Melalui Sistem Elektronik.

¹⁰³ Article 44 paragraph 2 Peraturan Pemerintah Republik Indonesia Nomor 80 Tahun 2019 Tentang Perdagangan Melalui Sistem Elektronik.

¹⁰⁴ Article 64 paragraph 1 letter d Peraturan Pemerintah Republik Indonesia Nomor 80 Tahun 2019 Tentang Perdagangan Melalui Sistem Elektronik.

The second case, experienced by Resti Hariyanti in 2016, the victim revealed that:¹⁰⁵

“I once made a purchase through Shopee. First, there was a color mismatch in the clothes ordered and received, the color ordered was very different from what came, then the size of the order also did not match. Then I have purchased shoes, both right shoes. When mentioning and complaining to business actors, they never received a reply and response.”

The results of the online interview show that there is an act of default committed by the business actor, because the business actor has been proven to have done what he promised, but not as promised, did not do what he promised to do, and did something that according to the agreement should not be done. The discrepancy of the ordered goods, both in terms of color and size, has shown the negligence of the business actor in the delivery of goods.

Consumers have communicated these problems to the business actors through chat complaints, but have never received a response from the business actors. The lack of response from the business actors to consumer complaints shows a lack of responsibility and obligations that should be carried out by the business actors in transactions through PMSE.

The acts of default committed by business actors have been deemed to violate the provisions of Article 11, Article 20, Article 26 letter a, Article 45 paragraph (4), Article 46 paragraph (1), and Article 64 paragraph (1) letter d.

¹⁰⁵ Resti Hariyanti, wawancara *online*, (Malang 12 Januari 2024)

This proves that the default committed by the business actor has violated Article 11 in the provisions of PPMSE, the article stipulates that every business actor conducting PMSE must fulfill general requirements in accordance with the provisions of laws and regulations.¹⁰⁶

The facts that occur in the field, business actors have violated several articles regulated in the law, including violating Article 20, Business actors involved in Electronic Social Media Services (EMS) using platforms owned by EMS must comply with the terms and conditions of service quality standards that have been agreed upon and regulated by laws and regulations, as stipulated in Article 20.¹⁰⁷

However, in practice, business actors do not comply with the terms and conditions set by Shopee as PMSE. These violations result in losses for consumers. In response, Shopee has provided a “Return Goods and Funds Policy” in its operational system, as an anticipatory step to resolve disputes between consumers and business actors, or if an agreement cannot be reached in accordance with the agreement that has been made.

The regulations set by Shopee for business actors should be taken seriously by business actors. However, in reality, the unresponsiveness on the part of business actors to consumer complaints results in the inability of consumers to return goods or get a refund for the goods they receive, which are not in accordance with the agreement.

¹⁰⁶ Article 11 Peraturan Pemerintah Republik Indonesia Nomor 80 Tahun 2019 Tentang Perdagangan Melalui Sistem Elektronik.

¹⁰⁷ Article 20 Peraturan Pemerintah Republik Indonesia Nomor 80 Tahun 2019 Tentang Perdagangan Melalui Sistem Elektronik.

The act of default committed has also violated the provisions of Article 26 letter a, business actors should have the obligation to protect consumer rights in accordance with the provisions of laws and regulations in the field of consumer protection.¹⁰⁸ However, what happened was that the business actors had neglected their responsibilities towards consumers, by not responding to consumer complaints, the business actors were considered to have escaped responsibility and did not carry out their obligations in accordance with the applicable regulations in the implementation of PMSE.

The default committed has also violated the provisions in Article 45 paragraph (4), the business actor who makes an electronic offer should be responsive to electronic acceptance, and must fulfill the electronic contract as the terms and conditions in the electronic offer. In fact, the business actor does not send the goods in accordance with the electronic offer, so that the electronic contract between the business actor and the consumer is not in accordance with the terms and conditions in the electronic offer.

The business actor has also violated Article 46 paragraph (1), where electronic receipts from consumers must be responded to by the business actor within a certain period of time.¹⁰⁹ However, the fact is that the

¹⁰⁸ Article 26 letter a Peraturan Pemerintah Republik Indonesia Nomor 80 Tahun 2019 Tentang Perdagangan Melalui Sistem Elektronik.

¹⁰⁹ Article 46 paragraph 1 Peraturan Pemerintah Republik Indonesia Nomor 80 Tahun 2019 Tentang Perdagangan Melalui Sistem Elektronik.

business actors do not even respond and respond to consumer complaints regarding the goods they have sent.

The default has also violated Article 64 paragraph (1) letter d. Supposedly in every delivery of goods and/or services using courier services or other delivery mechanisms, business actors must ensure the suitability of the goods and/or services sent.¹¹⁰ However, in the practice that occurs in the field, there is negligence committed by the business actor for the delivery of goods ordered by consumers, so that there are discrepancies in the color and size of the goods ordered, resulting in losses for the consumer because the business actor also does not respond and respond to consumer complaints about the goods he sent.

The third case was experienced by Prili in October 2023. The victim revealed that:¹¹¹

“In the middle of last year I made a purchase through Shopee, in the form of a knee decker, when I checked out the goods and made a payment there was nothing suspicious, but when the goods arrived it turned out that what was sent was a glove and not a knee decker according to what had been ordered. Finally, I complained through a chat complaint to the business actor's shop, but the reply and response I got was just a formality and there was no follow-up whatsoever until now.”

In this case, the business actor has committed an act of default because the business actor has been proven to have done what he promised, but not as promised, did not do what he promised to do, and did something that according to the agreement should not be done. In the transaction

¹¹⁰ Article 64 paragraph 1 letter d Peraturan Pemerintah Republik Indonesia Nomor 80 Tahun 2019 Tentang Perdagangan Melalui Sistem Elektronik.

¹¹¹ Prili, wawancara *online*, (Malang, 12 Januari 2024)

carried out, the business actor did not send the knee decker according to the order, but a glove received by the consumer. Complaint efforts made by consumers through chat complaints to the business actors did not result in a satisfactory response. The replies received were mere formalities, with no follow-up or solutions offered from the business.

The acts of default committed by business actors have been deemed to violate the provisions of Article 11, Article 20, Article 26 letter a, Article 45 paragraph (4), and Article 64 paragraph (1) letter d.

The act of default committed by business actors is considered to violate Article 11 in the provisions of PPMSE, the article stipulates that every business actor conducting PMSE must fulfill general requirements in accordance with the provisions of laws and regulations.¹¹²

According to the Article, business actors who use facilities owned by PPMSE in conducting PMSE are required to comply with PPMSE's terms and conditions in accordance with agreed service quality standards and in accordance with laws and regulations.¹¹³

The facts that occur show that business actors have violated the provisions contained in Shopee regulations, namely related to the return of goods / funds. In this case, the consumer contacted the business actor to return the goods/funds for shipments that were not in accordance with the agreement, but the business actor did not respond to consumer complaints

¹¹² Article 11 Peraturan Pemerintah Republik Indonesia Nomor 80 Tahun 2019 Tentang Perdagangan Melalui Sistem Elektronik.

¹¹³ Article 20 Peraturan Pemerintah Republik Indonesia Nomor 80 Tahun 2019 Tentang Perdagangan Melalui Sistem Elektronik.

properly, which resulted in consumers being unable to return the goods/funds.

This also causes defaults that have violated Article 26 letter a, which should protect consumer rights in accordance with the provisions of laws and regulations in the field of consumer protection.¹¹⁴ However, the lack of responsiveness and responsibility on the part of business actors in responding to consumer complaints can harm consumer confidence in the Shopee Marketplace.

The act of default has also violated Article 45 paragraph (4). In this provision, business actors who make electronic offers are required to be responsive to electronic acceptance, and fulfill electronic contracts in accordance with the terms and conditions stated in the offer.¹¹⁵

The fact that the business responds to consumer complaints using bots as a formality only, there is no follow-up to its responsibility in delivering goods in accordance with the contents of the electronic offer.

The default committed by the business actor has also violated Article 64 paragraph 1 letter d.¹¹⁶ In every delivery of goods and/or services using courier services or other delivery mechanisms, business actors must ensure the suitability of the goods and/or services sent, but in practice, the business actors have been negligent towards consumer orders, so that the

¹¹⁴ Article 26 letter a Peraturan Pemerintah Republik Indonesia Nomor 80 Tahun 2019 Tentang Perdagangan Melalui Sistem Elektronik.

¹¹⁵ Article 45 paragraph 4 Peraturan Pemerintah Republik Indonesia Nomor 80 Tahun 2019 Tentang Perdagangan Melalui Sistem Elektronik.

¹¹⁶ Article 64 paragraph 1 letter d Peraturan Pemerintah Republik Indonesia Nomor 80 Tahun 2019 Tentang Perdagangan Melalui Sistem Elektronik.

goods sent are not the goods that should be sent, in this case it is clear that the consumer feels disadvantaged.

The fourth case was experienced by Irene Priscilla in September 2023. The victim revealed that:¹¹⁷

“The incident began when I wanted to buy an accounting book for college, and the lecturer wanted the book to be original. When making a purchase at Shopee, I found one of these bookstores, before making a purchase, I contacted the business actor to make sure the book was available and original or not, the business actor confirmed that the book was still available and the book was in original condition not a photocopy. After getting this information, he immediately checked out using Shopee pay. However, after making a transaction, the book that came was a fake book, not an original book. I have tried to complain to return the goods but it was rejected.”

In the case that occurred to Irene Priscilla, it shows that there is an act of default committed by the business actor, namely the business actor has been proven to have done what he promised, but not as promised, did not do what he promised to do, and did something that according to the agreement should not be done. The business actor provides misleading false statements that the goods sold are genuine, but in fact the goods received by the victim are counterfeit goods that do not match the description or images displayed on the website. The act of default committed by the business actor violates the provisions of Article 11, Article 13 paragraph 2 letters b and d, Article 20, Article 26 letter a, Article 34, Article 37, Article 45 paragraph (4), Article 69 paragraph (1) and paragraph 2 letter a.

¹¹⁷ Irene Priscilla, wawancara *online*, (Malang, 9 Januari 2024)

According to Article 11, it is required that every business actor conducting PMSE activities must comply with the general requirements that have been determined in accordance with the prevailing laws and regulations. However, in fact, the business actor has violated several articles stipulated in the law, including violating Article 13 paragraph (2) letters b and d. The article stipulates that the business actor in conducting PMSE must provide true, clear and honest information related to PMSE. The article stipulates that business actors in conducting PMSE must provide true, clear, and honest information regarding the conformity between advertising information and the physical goods and legality of the goods or services.

In fact, business actors in the bidding process do not provide information that is in accordance with the actual condition of the goods being sold. Business actors deliberately claim that the goods sold are genuine goods, but in reality the goods are counterfeit goods. This action clearly violates Article 13 paragraph (2) letters b and d, which has an impact on consumers who suffer losses. In the event of a discrepancy between the electronic acceptance and the electronic offer, the parties are deemed not to have reached an agreement.¹¹⁸

Business actors who conduct PMSE using facilities owned by PPMSE should be obliged to fulfill the terms and conditions of PPMSE in

¹¹⁸ Article 44 paragraph 2 Peraturan Pemerintah Republik Indonesia Nomor 80 Tahun 2019 Tentang Perdagangan Melalui Sistem Elektronik.

accordance with the agreed service quality standards and the provisions of laws and regulations.

In the Shopee system, it has been explained regarding the “Community Rules”, which contain instructions for all consumers and business actors in order to maintain a safe and pleasant online environment in transaction activities. Through the instructions By using Shopee, the parties concerned are deemed to have agreed to the "Terms of Service" because Shopee is committed to maintaining a safe community environment with the cooperation of all parties. By using Shopee, the relevant parties are deemed to have agreed to the "Terms of Service", because Shopee is committed to maintaining a safe community environment with the cooperation of all parties.

Shopee, in the community regulations, has listed the suggested things, namely: Selling, not advertising; recommending making the shop display list of business actors look attractive; Advocating to be polite business actors and consumers; Advocating for business actors to maintain shop reputation.

Shopee as a Marketplace also lists the prohibited matters, namely: Violating Shopee's general product conditions; Irrelevant product names and details; Product photos that contain pornographic elements; Including spam words; Uploading duplicate products; Using old product pages to upload new products; Price manipulation; Directing consumers to transactions outside Shopee; Identity forgery; Counterfeit and imitation

goods; Unauthorized use of the Shopee logo; Selling services; Return policy; Violation of terms of service and fraud; Interfering with other users' selling activities.

The facts that occur in the field show that the business actors have violated the provisions in Shopee's regulations. Shopee in the "Community Regulations" has included the following matters one of which is prohibited from selling counterfeit and imitation goods, but the fact that the business actors deliberately carry out transactions to buy and sell counterfeit goods in the Marketplace, so that there is one party who is disadvantaged in the implementation of PMSE.

Defaults made by business actors are also considered to violate Article 34, which stipulates that the substance or material of electronic advertisements is prohibited from contradicting consumer rights in accordance with the provisions of laws and regulations. In fact, in practice, business actors have violated the provisions stipulated in the PMSE Regulation, by presenting advertisements that the goods being traded are genuine goods which in reality are counterfeit, so that this has violated consumer rights in PMSE.

The default has also violated Article 37 of the PMSE Regulation, which states that business actors in making electronic offers to other parties must be made in good faith.¹¹⁹

¹¹⁹ Article 37 Peraturan Pemerintah Republik Indonesia Nomor 80 Tahun 2019 Tentang Perdagangan Melalui Sistem Elektronik.

Good faith exists from the pre-contract stage, when the parties start negotiating until reaching an agreement, as well as during the contract execution phase. In fact, in practice, a person's good faith is difficult to predict, as it is internal and cannot be observed directly. In the context of conventional buying and selling, in which the transaction process When buying and selling occurs in person, it is easier to assess whether each party has good intentions. In contrast, in online buying and selling, business actors tend to display their products through the Marketplace which makes the assessment of good faith more complex.

The principle of good faith can also be interpreted as an obligation for each party in an agreement to agree to provide information or information as clearly as possible. Such information has the potential to influence the other party's decision to accept or reject the agreement.¹²⁰

The case shows that there is a violation of the principle of good faith committed by business actors in carrying out the obligations of the agreement in accordance with the agreement that has been established.

The act of default has also violated Article 45 paragraph (4) which stipulates that business actors who make electronic offers must be responsive to electronic acceptance, and must fulfill electronic contracts as terms and conditions in electronic offers. However, what happened was that the business actor in responding to consumer complaints did not fulfill

¹²⁰ Rafni Suryaningsih Harun, Weny A. Dunga, and Abdul Hamid Tome, "Implementasi Asas Itikad Baik Dalam Perjanjian Transaksi Jual Beli Online," *Jurnal Legalitas* 12, no. 2 (2019): 98, <https://doi.org/10.33756/jelta.v12i2.5796>.

the obligations of the electronic contract as well as the terms and conditions in the electronic offer. The business actor refused to return the goods/funds from the consumer, while the business actor's actions clearly violated the applicable PMSE regulations, and clearly harmed the consumer in the transaction.

The refusal to return goods/funds made by the business actor has also violated Article 69 paragraph (1) and paragraph (2) letter a, which stipulates that if there are errors and/or discrepancies between the goods and/or services delivered, the business actor is obliged to provide a period of at least two working days for the exchange of goods and/or services, or cancellation of the purchase, starting from the time the goods are received by the consumer.¹²¹

The fifth case was experienced by Iffah Putri Melinda in 2021. The victim revealed that:¹²²

“I have purchased a mini fan through Shopee in 2021. When the item has arrived and has also made an unboxing video, it turns out that the mini fan does not turn on, because it has not clicked the order is accepted, finally making a chat complaint to the business actor, but the business actor responds that before sending the item it has been checked and can turn on, but in reality the item that arrives is not in a dead state. When trying to appeal Shopee, the business actor refused and did not want to take responsibility. When trying to appeal Shopee, the business refused and did not want to take responsibility.”

In the case experienced by Iffah Putri Melinda, it shows that the business actor has made a default, because the business actor has been proven to have done what he promised, but not as promised, did not do

¹²¹ Article 69 paragraph 1-2 letter a Peraturan Pemerintah Republik Indonesia Nomor 80 Tahun 2019 Tentang Perdagangan Melalui Sistem Elektronik.

¹²² Iffah Putri Melinda, wawancara *online*, (Malang, 9 Januari 2024)

what he promised to do, and did something that according to the agreement should not be done. Goods received by consumers are damaged or not functioning, in this case the consumer has tried to make a complaint and ask for the return of goods / funds, but the business actor refuses. The act of default committed by the business actor has been deemed to violate the provisions of Article 11, Article 20, Article 26 letter a, Article 64 paragraph (1) letter b, and Article 69 paragraph (2) letter d.

Article 11 requires that every business actor conducting PMSE activities must comply with the general requirements that have been established in accordance with applicable laws and regulations. However, in reality, these business actors have violated several articles stipulated in the law, including violating Article 20.

Article 20 requires that business actors who conduct PMSE using facilities owned by PPMSE must fulfill the terms and conditions of PPMSE in accordance with the agreed service quality standards and the provisions of laws and regulations. However, in practice, business actors have violated the provisions stipulated in Shopee's "refund policy". Shopee as a PPMSE has required that consumers can apply for returns of goods and / or funds provided that the goods are defective and / or damaged when received.

In the transaction that occurred, the request for a return of goods and/or funds was rejected by the business actor on the grounds that the goods were in good condition when they were sent, the business actor

should have accepted the return of goods and/or funds because it was still within the warranty period, because the return of goods and/or funds policy is intended to assist Shopee users in dealing with certain conflicts that may arise during the course of the transaction.

The act of default committed by the business actor has also violated Article 26 letter a. Business actors should be obliged to protect consumer rights in accordance with the provisions of laws and regulations in the field of consumer protection, but with the refusal to return goods and/or funds for goods sent in a damaged condition, the actions of the business actor are not justified and have clearly violated the provisions of Article 26 of the PMSE Regulation.

Article 64 paragraph (1) letter b regulates that in every delivery of goods and/or services using courier services or other delivery mechanisms, business actors must ensure the feasibility of the condition of the goods and/or services in accordance with the agreement on trade transactions in goods and/or services through electronic systems. The fact that happened, the business actor did not carry out his obligations in accordance with the provisions of the regulation, the business actor had sent goods that were damaged and did not function according to the feasibility of the goods.

Goods that have been damaged should be returned by consumers to the business actors with a period of at least 2 working days, related to the exchange of goods / services can be done on the condition that the goods and / or services are damaged in accordance with Article 69 paragraph (2)

letter d.¹²³ However, in the case that occurred, the business actor escaped responsibility and there was no good faith to fulfill his obligations to consumers who had been harmed, so that clearly the act of default had violated the provisions of Article 69 paragraph (2) letter d in accordance with the provisions in the PMSE Regulation.

Business actors should have an important role in the implementation of a healthy PMSE environment. Article 20 of the PMSE Regulation states that domestic traders and foreign traders who conduct PMSE using facilities owned by domestic PPMSE and/or foreign PPMSE must fulfill the terms and conditions of PPMSE in accordance with the agreed service quality standards and the provisions of laws and regulations.

All of these facts show that violations of applicable regulations in PMSE still occur frequently, even though PPMSE has established provisions and requirements for Marketplace security. Business actors still often violate and ignore their obligations and responsibilities, which shows that security in PMSE is not fully guaranteed for consumer rights.

Generally, business actors are less aware of the importance of implementing their obligations and responsibilities, as well as the fulfillment of consumer rights. This situation has the potential to cause significant losses for consumers involved in PMSE transactions. To date, there are still many business actors who are unprofessional and do not

¹²³ Article 69 paragraph 2 letter d Peraturan Pemerintah Republik Indonesia Nomor 80 Tahun 2019 Tentang Perdagangan Melalui Sistem Elektronik.

provide clear, honest and accurate information regarding the products they sell.

Consumers, as victims of business negligence, need to have knowledge of their rights in transactions to reduce the risk of future losses. Marketplace Shopee, as a PPMSE, is still considered ineffective in screening professional business actors and maintaining operational security.

Government Regulation No. 80/2019 on Trading Through Electronic Systems provides a legal basis that regulates the responsibility of marketplaces such as Shopee as PPMSE to handle cases of default that occur on the platform.

In practice, in the event of a default in Shopee, users can use the mechanisms provided by the platform, such as complaints or dispute resolution, which are usually regulated in Shopee's terms of service. Government Regulation No. 80/2019 on PMSE emphasizes that PPMSEs has the responsibility of to provide a fair and timely solutions for users in default.

As such, Government Regulation No. 80/2019 on Trading Through Electronic Systems provides an important framework in regulating the responsibilities of PPMSEs such as Shopee in handling cases of default and protecting consumer interests. However, the implementation and enforcement of these provisions also require the active participation of

relevant parties, including platform users, to ensure its effectiveness in daily practice.

Article 24 has stipulated that domestic PPMSEs and/or overseas PPMSEs are obliged to maintain a safe, reliable, and responsible electronic system and build trust in the system they operate to the public.¹²⁴ In connection with this, Article 17 paragraph (1) has also explained that domestic PPMSEs and/or foreign PPMSEs are prohibited from accepting domestic Traders and foreign Traders who do not meet the terms and conditions stipulated in Indonesian laws and regulations.¹²⁵

The fact is, in practice, fictitious business actors still manage to escape and operate in the marketplace. Although Shopee is known as one of the most popular marketplaces in Indonesia.¹²⁶ This does not mean that the marketplace is completely safe in guaranteeing the avoidance of violations that result in harm to consumers in PMSE transactions.

The PMSE Regulation has regulated sanctions for business actors who have committed acts of default. For business actors who have violated the provisions in Article 11, Article 20, Article 26, Article 46 paragraph 1, and Article 69 paragraph 1 in the PMSE Regulation, administrative sanctions may be imposed in the form of written warnings given a maximum of three times within two weeks from the date the previous

¹²⁴ Article 24 Peraturan Pemerintah Republik Indonesia Nomor 80 Tahun 2019 Tentang Perdagangan Melalui Sistem Elektronik.

¹²⁵ Article 17 paragraph 1 Peraturan Pemerintah Republik Indonesia Nomor 80 Tahun 2019 Tentang Perdagangan Melalui Sistem Elektronik.

¹²⁶ Rifda Aufa Putri, "iPrice Insights - Indonesia," accessed January 14, 2024, <https://iprice.co.id/insights/id/digital-economy/e-commerce-indonesia-paruh-pertama-2022/>.

warning letter was issued, business actors who do not make improvements after being given the third written warning letter are included in the supervision priority list, included in the blacklist, temporary blocking of domestic PPMSE services and/or overseas PPMSE by the relevant authorized agencies, and/or revocation of business licenses.¹²⁷

In Shopee's policy, it has also been regulated in terms of the “Prohibited and Restricted Goods Policy” Shopee has provided a warning that violations of the terms of service on its platform may subject businesses to various adverse actions, including but not limited to any or all of the following: Delisting, limitations imposed on Account rights, account suspension and termination, and legal action. However, the facts on the ground show that Shopee is still not effective in implementing the regulations that apply to its users. Fictitious business actors still manage to get in and out and escape legal action and Shopee's supervision in their operations. Therefore, further steps are needed to improve supervision of business actors and ensure consumer safety and confidence in transactions.

¹²⁷ Article 80 Peraturan Pemerintah Republik Indonesia Nomor 80 Tahun 2019 Tentang Perdagangan Melalui Sistem Elektronik.

CHAPTER V

CLOSING

A. Conclusion

Based on the results of the research and discussion on the formulation of the problem, it can be concluded that:

1. Through the identification of the typology of default cases in the Shopee marketplace, of the four typologies of default (Not doing what he promised to do, doing what he promised but not as promised, doing what he promised but late, doing something that according to the agreement should not be done), it is evident that there are three typologies of default that are often committed by business actors in the Shopee marketplace, namely (Not doing what he promised to do, doing what he promised but not as promised, and doing something that according to the agreement should not be done);
2. There are still many business actors who do not realize the importance of implementing their obligations and responsibilities, as well as the fulfillment of consumer rights. This situation has the potential to cause significant losses for consumers involved in PMSE transactions. To date, there are still many business actors who lack professionalism, do not deliver goods as promised in the transaction, deliver goods that have been ordered by consumers, but there are delays in delivery shipping goods that have been ordered by consumers, but the goods sent are defective goods,

goods that should not be traded, do not provide clear, honest and accurate information related to the products being traded;

3. The typology of default committed by business actors in the Shopee marketplace has been deemed to violate several articles in Government Regulation No. 80/2019. Article 11 requires compliance by business actors with general requirements stipulated in accordance with laws and regulations, but violations of Article 20 occur because they do not fulfill the terms and conditions of PPMSE. Furthermore, the refusal to return goods and/or funds by business actors violates Article 26 letter a which demands the protection of consumer rights. Article 64 paragraph (1) letter b which regulates the delivery of goods and/or services is not complied with, with damaged goods being delivered to consumers. Business actors do not fulfill the obligation to exchange goods/services that are not suitable and/or damaged as stipulated in Article 69 paragraphs (1) and (2) letters a and d, indicating a clear violation of the PMSE Regulation and harming consumer rights, finally Article 17 paragraph (1) which prohibits PPMSE from accepting unqualified business actors, but fictitious business actors continue to operate in the marketplace;

B. Suggestions

Referring to the conclusions mentioned earlier, there are several recommendations proposed in the research, namely:

1. For the Government
 - a. Ministry of Trade

The Ministry of Trade has an important role in overseeing and regulating trade in Indonesia. It should strengthen its supervision of marketplaces, including in detecting and taking action against fictitious business actors and ensuring that businesses operating in them comply with applicable regulations. Regular and rigorous audits will help identify violations and ensure regulatory compliance.

MoT can also improve regulations related to FSE to be more effective in protecting consumer rights. The regulations governing FSE need to be updated and clarified. The government should ensure that regulations protect consumer rights and provide strict and appropriate sanctions for violating businesses. It is important for the government to impose consistent sanctions on businesses that violate the provisions, along with strengthening supervision. In addition, it must also In addition, BPKN as a government body that focuses on protecting consumer rights can provide more education to consumers about their rights and receive reports related to violations.

b. National Consumer Protection Agency (BPKN)

In addition, it must also In addition, BPKN as a government body that focuses on protecting consumer rights can provide more education to consumers about their rights and receive reports related to violations.

2. For Marketplace Shopee as PPMSE

Marketplaces such as Shopee need to increase their involvement in screening professional business actors and maintaining operational security in accordance with applicable legal provisions. PMSE platforms also need to periodically evaluate their policies, including policies related to prohibited and restricted goods, and improve the implementation and enforcement of these policies.

In addition, Marketplace Shopee as a PPMSE must be more transparent in informing the rights, obligations, and responsibilities to business actors and consumers. Information on complaint procedures, contract terms, and privacy should be easily accessible. Marketplaces are also expected to actively educate their users about rights and obligations. This can be done through campaigns, webinars, or easy-to-understand guides. Shopee should also strive to have a clear mechanism to handle cases of default. The closure of an online shop account should be based on clear violations and there should be notice to the online shop owner.

3. For Business Actors

Business actors must understand the importance of professionalism in transactions in the marketplace. Business actors must also comply with regulations and provide honest and accurate information to consumers. Business actors must ensure the fulfilment of their obligations to consumers. This includes delivering products as described, handling complaints properly, and respecting consumer rights.

4. For consumers

Consumers must understand their rights when transacting in the marketplace. If they feel aggrieved, they should utilise the complaint mechanism provided by the platform. Consumers also have an important role in maintaining the integrity of the marketplace. If you find a violation, immediately report it to the marketplace.

BIBLIOGRAPHY

LAWS AND REGULATIONS

Undang-Undang Nomor 8 Tahun 1999 tentang Perlindungan Konsumen.

Kitab Undang-Undang Hukum Perdata

Peraturan Pemerintah Republik Indonesia Nomor 80 Tahun 2019 Tentang
Perdagangan Melalui Sistem Elektronik.

BOOKS

Ali, Zainuddin. *Metode Penelitian Hukum*. Cet. 3. Jakarta: Sinar Grafika, 2011.

———. *Sosiologi Hukum*. Cet. 2. Jakarta: Sinar Grafika, 2007.

Fuady, Munir. *Teori-Teori Besar (Grand Theory) Dalam Hukum*. Cet.1. Jakarta:
Prenada Media Group, 2013.

Hamid, Abd Haris. *Hukum Perlindungan Konsumen Indonesia*. SAH MEDIA,
2017.

Kristiyanti, Celina Tri Siwi. *Hukum Perlindungan Konsumen*. Jakarta: Sinar
Grafika, 2011.

———. *Hukum Perlindungan Konsumen*. Sinar Grafika, 2022.

Nasution, Bahder Johan. *Metode Penelitian Ilmu Hukum*. Cet. 1. Bandung: CV.
Mandar Maju, 2008.

Panjaitan, Hulman. *Hukum Perlindungan Konsumen*. Cetakan Pertama. Jakarta:
Jala Permata Aksara, 2021.

Ramdani. *Perlindungan Konsumen Dalam Perspektif Pemasaran*. Cetakan Pertama. Gamping Sleman Yogyakarta: Absolute Media, 2023.

Salim, and Erlies Septiana Nurbani. *Penerapan Teori Hukum Pada Penelitian Tesis Dan Disertasi*. Cet. 1. Jakarta: Rajawali Pers, 2013.

JOURNAL

Ahmad, Ahmad, Johamran Pransisto, and Muh. Akbar Fhad Syahril. "Perlindungan Hukum Terhadap Konsumen Dalam Transaksi E-Commerce." *JULIA Jurnal Litigasi Amsir* 10, no. 3 (Mei 2023). <https://orcid.org/0000-0001-6171-4275>.

Alifiona, Resha, and Denny Suwondo. "Perlindungan Hukum Terhadap Konsumen Akibat Wanprestasi Dalam E-Commerce." *Jurnal Ilmiah Sultan Agung* 2, no. 2 (September 2023): 303. <https://jurnal.unissula.ac.id/index.php/JIMU/article/view/33579>.

Aritha Panggabean, Sriayu. "Jual Beli Online Dalam Perspektif Hukum Islam Dan Hukum Negara." *JESYA Jurnal Ekonomi & Ekonomi Syariah* 5, no. 2 (June 2022). <https://doi.org/10.36778/jesy.v5i2.758>.

Fakultas Syariah Universitas Islam Negeri Maulana Malik Ibrahim Malang. *Pedoman Penelitian Karya Tulis Ilmiah Tahun 2022*. Malang: Fakultas Syariah UIN Malang, 2022. <https://syariah.uin-malang.ac.id/pedoman-penulisan-skripsi/>.

Fauzi, Maghfira Nur Khaliza, and Daffa Ladro Kusworo. "Legal Effectivity: Transisi Electronic Commerce Pada Era Pandemi Terhadap Peraturan

- Pemerintah Nomor 80 Tahun 2019.” *Res Judicata* 4, no. 1 (2021).
<https://openjurnal.unmuhpnk.ac.id/RJ/article/view/2709>.
- Gloria, Gabriel, and Jeane Neltje. “Analisis Yuridis Pertanggungjawaban Hukum Penyelenggara Perdagangan Melalui Sistem Elektronik Terhadap Barang yang Tidak Sampai.” *Jurnal Hukum Adigama* 3, no. 2 (2020): 959.
<https://doi.org/10.24912/adigama.v3i2.10599>.
- Hajjan, Nurul, Rani Apriani, and Luthfi Ramadhan. “Penegakan Hukum Atas Tindakan Wanprestasi Konsumen Melalui Sistem Cash on Delivery (COD).” *SUPREMASI: Jurnal Pemikiran, Penelitian Ilmu-Ilmu Sosial, Hukum Dan Pengajarannya* 18, no. 2 (2021): 322.
<https://ojs.unm.ac.id/supremasi/article/view/22318/15849>.
- Harun, Rafni Suryaningsih, Weny A. Dungga, and Abdul Hamid Tome. “Implementasi Asas Itikad Baik Dalam Perjanjian Transaksi Jual Beli Online.” *Jurnal Legalitas* 12, no. 2 (2019): 98.
<https://doi.org/10.33756/jelta.v12i2.5796>.
- Ikhsan, Viola Annisa. “Perlindungan Hukum Bagi Konsumen Terhadap Transaksi Jual Beli Melalui Platform E-Commerce Di Indonesia.” *DHARMASISYA Jurnal Program Magister Hukum FHUI* 2, no. 2 (June 2022).
<https://scholarhub.ui.ac.id/dharmasisya/vol2/iss2/10>.
- Irsyad, Rahadian Irhamil Haqqi Al, and Anang Dony Irawan. “Perlindungan Hukum Bagi Konsumen Jual Beli Online Atas Barang Tidak Sesuai.” *Jurnal Education and Development* 10, no. 3 (September 2022): 264.
<https://doi.org/10.37081/ed.v10i3.4132>.

- Janati, Nurlaili, Delima Afriyanti, and Ficha Melina. "Perlindungan Konsumen Pada Platform Belanja Online Perspektif Hukum Ekonomi Islam." *SYARIKAT: Jurnal Rumpun Ekonomi Syariah* 6, no. 1 (June 2023). [https://doi.org/10.25299/syarikat.2023.vol6\(1\).13839](https://doi.org/10.25299/syarikat.2023.vol6(1).13839).
- Kamisa, Nur, Almira Devita P, and Dian Novita. "Pengaruh Online Customer Review Dan Online Customer Rating Terhadap Kepercayaan Konsumen (Studi Kasus: Pengguna Shopee Di Bandar Lampung)." *Journals of Economics and Business* 2, no. 1 (2022): 22. <https://doi.org/10.33365/jeb.v2i1.83>.
- Kinanti, Gysheila Widiya Putri. "Perlindungan Hukum Bagi Konsumen Terhadap Pembatalan Sepihak Jual Beli Online (E-Commerce) Dalam Perspektif Hukum Islam (Studi Kasus Transaksi E-Commerce Di Blibli.Com)." Institut Agama Islam Negeri Kudus, 2022. <http://repository.iainkudus.ac.id/id/eprint/8372>.
- Moha, Mohamad Rivaldi, Sukarmi, and Afifah Kusumadara. "Urgensi Pendaftaran Penyelenggara Sistem Elektronik Bagi Pelaku Usaha E-Commerce." *Jalrev* 2, no. 2 (July 2020): 110. <https://doi.org/10.33756/jlr.v2i2.5280>.
- Muarofah, Ismiatul. "Perlindungan Konsumen Akibat Pembatalan Transaksi Online Di Aplikasi Belanja Lazada (Perspektif UU Nomor 8 Tahun 1999 Tentang Perlindungan Konsumen Dan Kompilasi Hukum Ekonomi Syari'ah)." *Universitas Islam Negeri Kiai Haji Ahmad Siddiq*, 2021. <http://digilib.uinkhas.ac.id/id/eprint/6047>.

- Murdani, Aditya. "Perlindungan Hukum Terhadap Konsumen Jual Beli Online Ditinjau Dari Undang-Undang No. 8 Tahun 1999." *Seminar Nasional Hukum Dan Pancasila* 1, no. 4 (July 2022). <https://orcid.org/0000-0003-3771-1239>.
- Nasution, Siti Lam'ah, Christine Herawati Limbong, and Denny Ammari Ramadhan Nasution. "Pengaruh Kualitas Produk, Citra Merek, Kepercayaan, Kemudahan, Dan Harga Terhadap Keputusan Pembelian Pada E-Commerce Shopee (Survei Pada Mahasiswa S1 Fakultas Ekonomi Jurusan Manajemen Universitas Labuhan Batu)." *Jurnal Ecobisma* 7, no. 1 (2020): 43. <https://doi.org/10.36987/ecobi.v7i1.1528>.
- Niagara, Serena Ghean. "Perlindungan Hukum Terhadap Konsumen Akibat Wanprestasi Penjual Dalam Transaksi Elektronik." *Pamulang Law Review* 2, no. 1 (Agustus 2019): 59. <https://doi.org/10.32493/palrev.v2i1.5338>.
- Rahmanullah, Dio. "Perlindungan Konsumen Terhadap Jual Beli Online (Shopee) Hijab Berdasarkan Undang-Undang No 8 Tahun 1999." Universitas Islam Riau, 2022. <http://repository.uir.ac.id/id/eprint/15095>.
- Ramadhan, Ahmad Bitsmar. "Perlindungan Konsumen dalam Transaksi Jual Beli Online Melalui Media Sosial di Tinjau dari Undang Undang Nomor 8 Tahun 1999 Tentang Perlindungan Konsumen." Universitas Islam Negeri Kiai Haji Achmad Siddiq, 2023. <http://digilib.uinkhas.ac.id/id/eprint/27171>.
- Samuri, Valentin I. F., Agus S. Soegoto, and Djemly Woran. "Studi Deskriptif Motivasi Belanja Hedonis Pada Konsumen Toko Online Shopee."

Jurnal EMBA 6, no. 4 (September 2018): 2243.
<https://doi.org/10.35794/emba.v6i4.20965>.

Setyani, Rizqiana. “Perlindungan Hukum Terhadap Konsumen dalam Pengiriman Barang yang Tidak Sesuai dengan Gambar pada Marketplace Menurut Undang-Undang No. 8 Tahun 1999 (Studi Kasus pada Pelanggan Lazada di Kendal).” Universitas Islam Sultan Agung, 2022.
<http://repository.unissula.ac.id/id/eprint/25779>.

Sialahi, Wilma. “Urgensi Perlindungan Konsumen Berbasis Teknologi Digital (The Urgence of Consumer Protection Based on Digital Technology).” *SERINA IV UNTAR* 2022 2, no. 1 (April 20, 2022).
<https://doi.org/10.24912/pserina.v2i1.19644>.

Sinaga, Niru Anita, and Nunuk Sulisrudatin. “Pelaksanaan Perlindungan Konsumen Di Indonesia.” *Jurnal Ilmiah Hukum Dirgantara* 5, no. 2 (March 2015): 71–87. <https://doi.org/10.35968/jh.v5i2.110>.

Situmorang, Mosgan. “Menakar Efektivitas Penyelesaian Sengketa Konsumen Bernilai Kecil Pada E-Commerce.” *Jurnal Penelitian Hukum De Jure* 22, no. 4 (Desember 2022): 538.
<http://dx.doi.org/10.30641/dejure.2022.V22.537-550>.

Tanjaya, Willy, Jessica Juliana Simalongo, Roiman Simalongo, and Emir Syarif Fatahillah Pakpahan. “Peran Pemerintah Terhadap Bisnis Online Dan UMKM Era Covid-19 Berdasarkan Hukum Positif.” *Jurnal Penelitian Serambi Hukum* 15, no. 1 (2022): 25.
<https://doi.org/10.59582/sh.v15i01.593>.

Wulandari, Yudha Sri. “Perlindungan Hukum Bagi Konsumen Terhadap Transaksi Jual Beli E-Commerce.” *AJUDIKASI: Jurnal Ilmu Hukum* 2, no. 2 (Desember 2018): 203. <https://core.ac.uk/reader/327233420>.

Yaqin, Ainul. “Akibat Hukum Wanprestasi Dalam Jual Beli Online Menurut Undang-Undang Informasi Dan Transaksi Elektronik.” *DINAMIKA: Jurnal Ilmiah Ilmu Hukum* 25, no. 6 (2019): 16. <https://jim.unisma.ac.id/index.php/jdh/article/view/3169/2849>.

WEBSITE

Putri, Rifda Aufa. “iPrice Insights - Indonesia.” Accessed January 14, 2024. <https://iprice.co.id/insights/id/digital-economy/e-commerce-indonesia-paruh-pertama-2022/>.

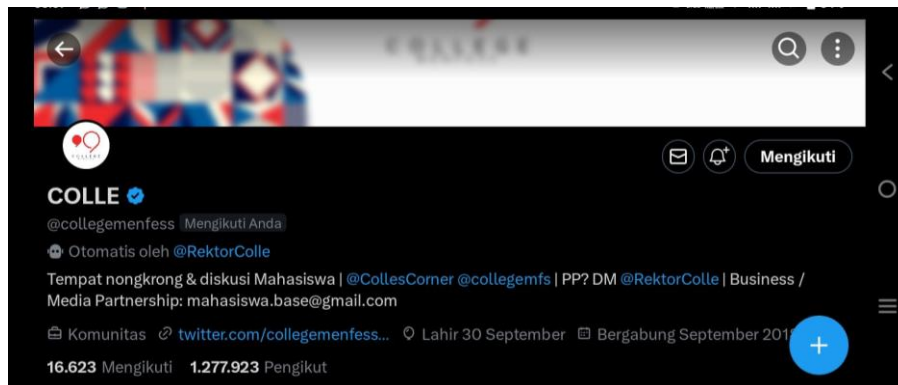
Shopee. “Kebijakan Shopee.” Accessed March 2, 2024. <https://help.shopee.co.id/portal/article/73512>.

APPENDIXES

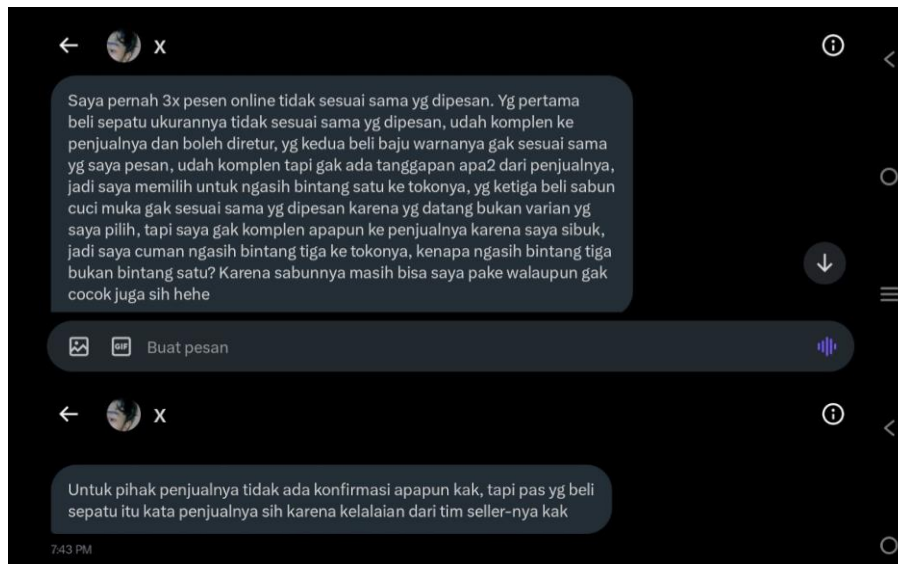
Appendix 1. Interview Questions with Informants

1. Are you a Shopee user?
2. Have you ever experienced losses such as fraud or default during transactions at Shopee?
3. What is the chronology of the incident?
4. When did the incident occur?
5. Did you make a complaint to the business?
6. Did you make a complaint to the Shopee Marketplace?
7. How was the response to the complaint made?
8. Is there any follow-up from the business actors or the Marketplace for the complaints made?
9. What is the loss experienced?
10. Do you still have proof of complaints and proof of transactions made?

Appendix 2. Place of Research @Collegemenfess Account

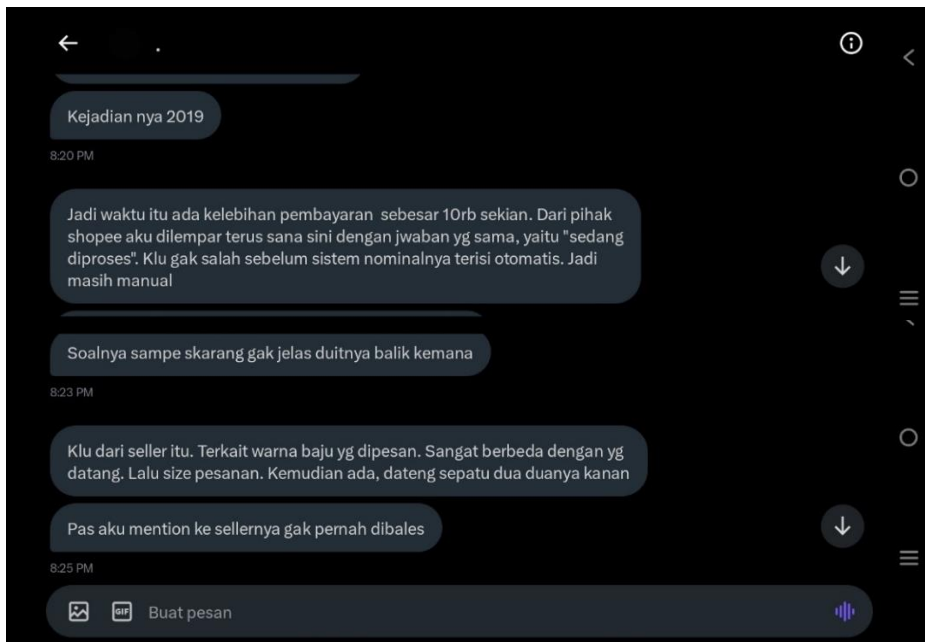


Appendix 3. Documentation of Interview Results



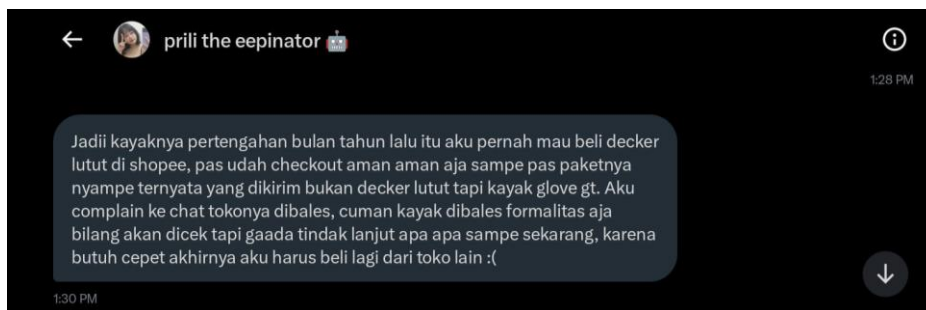
Informant 1: Ikaz

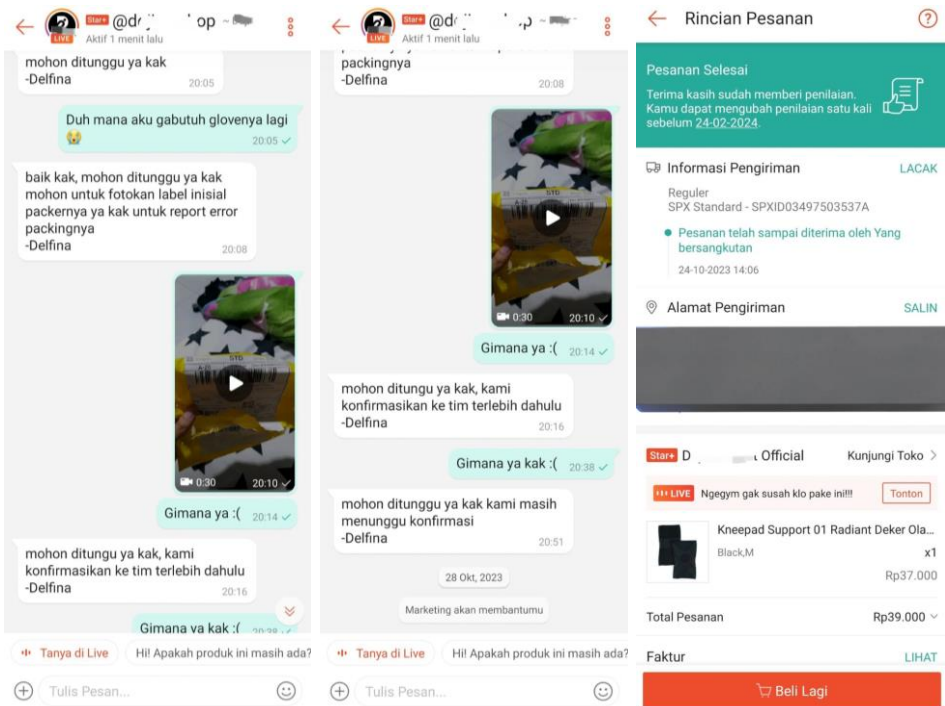
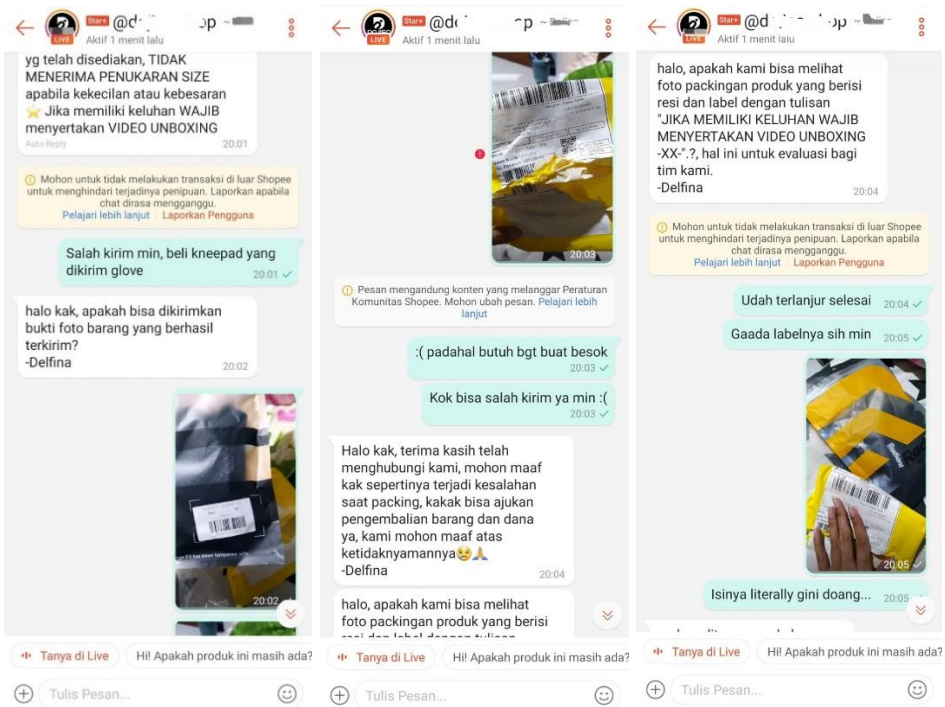
Malang, 10th January 2024



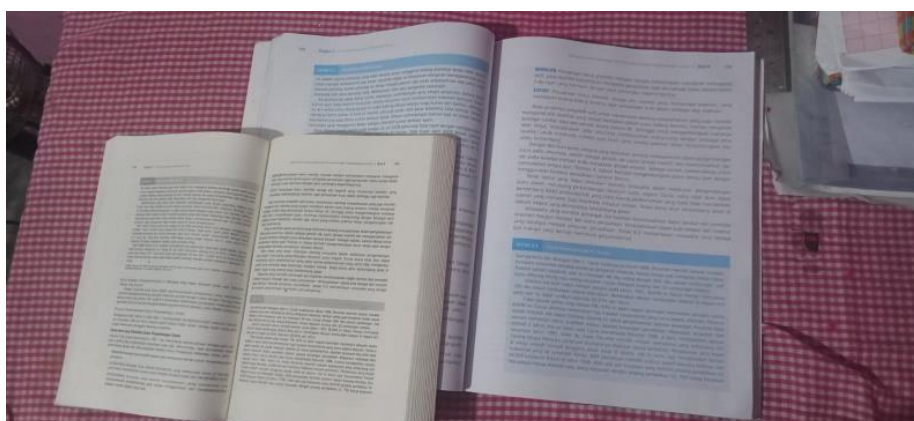
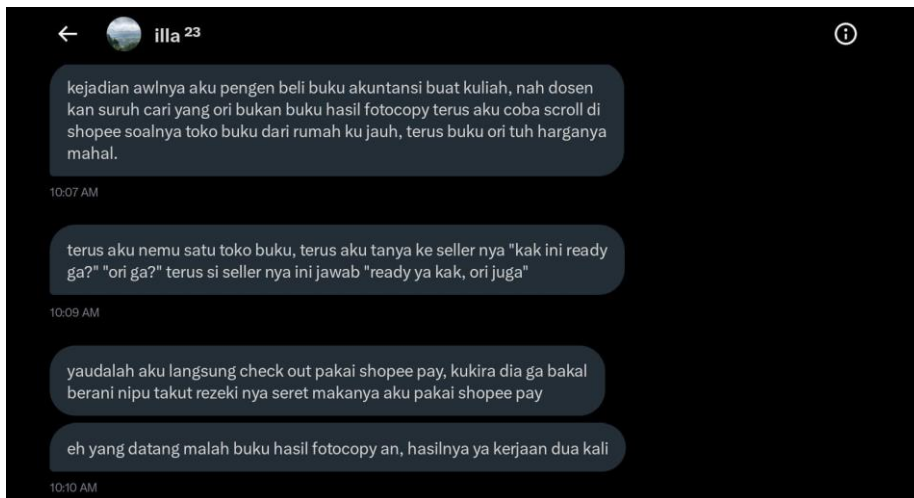
Informant 2: Resti Hariyanti

Malang, 12th January 2024



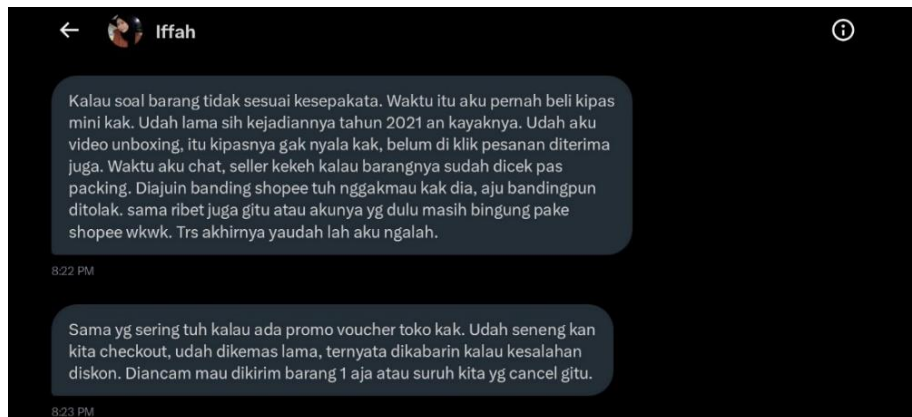


Informant 3: Prili
 Malang, 12th January 2024



Informant 4: Irene Pricilla

Malang, 9th January 2024



Informant 5: Iffah Putri Melinda

Malang, 9th January 2024

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Education History

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2	SMP/MTS	MTS Negeri 6 Madiun	2013 - 2016
3	SMA/MA	SMA Negeri 1 Jiwan	2016 - 2019
4	S1	Universitas Islam Negeri Maulana Malik Ibrahim Malang	2020 - 2024