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Legal Responsibility in Cases of Breach of Online Purchase Agreement

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Abstract: The development of information technology has driven the growth of online buying and selling transactions which is increasingly rapid. However, behind the convenience offered, various legal problems have also emerged, one of which is default. Default in online buying and selling can be in the form of goods that do not match, late delivery, to not sending goods at all. This study aims to analyze the forms of default that occur in online buying and selling transactions and the legal responsibilities that can be imposed on business actors. The approach used is normative juridical by examining laws and regulations and related court decisions. The results of the study show that business actors who commit default can be held legally accountable based on the Civil Code and the Consumer Protection Law. Legal protection for consumers is important to ensure justice and create a healthy and trusted e-commerce climate.

Keywords: default, legal responsibility, online buying and selling, consumer protection.

INTRODUCTION

The rapid development of information and communication technology in the current digital era has brought significant changes in various aspects of human life, including in trading activities. One form of change that is very striking is the transformation from a conventional buying and selling system to an online buying and selling system (e-commerce). Online buying and selling makes it easy for people to make transactions anytime and anywhere without having to meet directly between sellers and buyers. Through various platforms such as marketplaces (Tokopedia, Shopee, Bukalapak, and others), social media (Instagram, Facebook, TikTok), and mobile applications, business actors and consumers can interact and make transactions very quickly and efficiently. However, behind the convenience and flexibility offered by online buying and selling, various legal problems arise. One of the main problems that often occurs is default or broken promises. Default is a situation where one party to an agreement does not fulfill or is negligent in carrying out obligations as agreed in the agreement. In the context of online buying and selling, the forms of default can vary, such as goods sent that do not match the description, damaged goods, late delivery, to goods not being sent at all after payment has been made by the consumer.

This problem of default often causes losses for consumers. It is not uncommon for consumers to have difficulty in obtaining justice or compensation for losses experienced

because of their weak bargaining position against business actors. This shows an imbalance in the relationship between consumers and business actors in online buying and selling transactions. Therefore, it is important to examine how the law positions and protects consumers in cases of default on online buying and selling agreements. In Indonesian civil law, the legal basis for agreements is contained in the Civil Code (KUHPerdata), especially in Book III on obligations. Article 1233 of the Civil Code states that every obligation is born because of an agreement or because of a law. Furthermore, provisions regarding default can be found in Articles 1243 to 1252 of the Civil Code, which regulate the legal consequences of a breach of promise, including the obligation to compensate for losses. In addition to the Civil Code, Law Number 8 of 1999 concerning Consumer Protection (UUPK) also provides a strong legal basis for consumers to obtain protection in buying and selling transactions, including transactions conducted online. Thus, legal protection for consumers in online buying and selling is a very important issue to study. Moreover, in practice, many consumers do not understand their legal rights, and are not yet fully aware that they have a legal basis to sue in the event of a breach of contract. On the other hand, business actors sometimes ignore their obligations to fulfill the contents of the agreement that has been mutually agreed upon. This situation creates an unbalanced condition and is prone to violations of consumer rights.

Problems in Practice

The problem of breach of contract in online buying and selling transactions is increasingly complex with the emergence of irresponsible business actors, who take advantage of consumer ignorance and legal loopholes in online transactions. For example, in cases where goods do not match the description, consumers only have evidence in the form of photos or testimonials which are sometimes not strong enough to be used as a basis for a claim. In addition, technological and geographical constraints also make it difficult for consumers to demand direct accountability, especially if the business actor is in a different region or country. Often, the solutions offered by the marketplace platform are unable to accommodate all forms of losses experienced by consumers. The refund or return mechanism usually requires a fairly long and complicated process, making it difficult for consumers who want to resolve problems quickly. This creates legal uncertainty, both in terms of protecting consumer rights and in terms of certainty of the implementation of responsibilities by business actors. In reality, not all cases of default in online buying and selling are brought to the legal realm or resolved through the courts. Many consumers choose to accept losses because they assume that the legal process will take time, money, and effort that is not commensurate with the value of the goods purchased. In fact, legally, consumers have the right to receive compensation and proper legal protection.

Urgency of Research

The phenomenon of default in online sales agreements reflects the need for a deeper understanding of the legal responsibilities inherent in business actors. In this context, it is necessary to systematically study how civil law and consumer protection law regulate agreements, the obligations of the parties, and the form of legal responsibility in the event of default. This study is not only important for academics and legal practitioners, but also beneficial for the general public as parties directly involved in online sales transactions. This research is also important to provide a contribution of thought in order to strengthen the consumer protection legal system in Indonesia, especially in the digital era. In addition, through this research, it is hoped that applicable legal solutions can be found that are able to provide justice for consumers who experience losses due to default in online sales. This research also aims to strengthen the position of consumers as vulnerable parties in online transactions, as well as encourage business actors to be more responsible for their legal obligations.

METHOD

This study uses a normative legal approach, which is a method that relies on literature studies and analysis of applicable legal norms. The main data sources used are relevant laws and regulations such as the Civil Code (KUHPer), Law Number 8 of 1999 concerning Consumer Protection, and regulations related to electronic commerce. In addition, this study also analyzes several concrete cases and court decisions as illustrative materials for the application of law in practice. Data collection techniques are carried out through document studies, namely by reviewing literature, legal journals, and jurisprudence. The data obtained are then analyzed qualitatively with a descriptive-analytical approach to provide a comprehensive picture of legal responsibility in cases of default in online sales agreements.

RESULTS AND DISCUSSION

Result

1. General Statistics of E-commerce Transactions in Indonesia

According to GlobalData data, the total value of e-commerce transactions in Indonesia will reach IDR573 trillion in 2023, growing 18.3% from the previous year, and is estimated to increase to IDR661.9 trillion in 2024 (annual growth of $\approx 15.5\%$). Other projections show that e-commerce revenue will exceed USD95 billion in 2025 and reach more than USD204 billion in 2028.

2. Frequency and Platform of Transactions

Studies show that 37% of consumers shop online weekly, 36% several times a week, and 10% almost every day — indicating high transaction intensity. Most are paid via digital methods such as OVO, Dana, GoPay (42.4%), bank transfer (30.2%), and cards (17.4%)

3. Forms of Default

From normative legal studies and empirical cases, several forms of default in online buying and selling were found:

- a. Not sending goods after payment
- b. Goods not as described
- c. Late delivery
- d. Damaged/non-functioning goods
- e. Inconsistent quantity/package

4. Causes of Default

Empirical research identifies several main causal factors:

- a. E-commerce regulations that are not yet specific
- b. Lack of consumer awareness\
- c. Weak supervision on marketplace platforms
- d. Economic conditions, logistics, product availability, or force majeure [OBJ] [OBJ] [OBJ] [OBJ]

5. Legal Regulations and Responsibilities

Legally, there are three main legal foundations:

- a. Civil Code
Articles 1233–1252 of the Civil Code explain default and compensation obligations
- b. Consumer Protection Law (No. 8/1999)
Consumers have the right to compensation and damages according to Articles 4–7
- c. ITE Law (No. 11/2008 & No. 19/2016)
Electronic transactions and agreements are valid according to Articles 19–20 of the ITE Law

6. Settlement Mechanism

From the results of the literature study:

- a. Mediation/negotiation via the marketplace platform
- b. Claims through the Consumer Law, such as returns or refunds

- c. Civil lawsuits/compensation
- d. Administrative or criminal sanctions, if there is an element of fraud

Discussion

1. Relationship between E-commerce Development and Default Risk

The booming e-commerce virtue (digital market share up 32% in 2023, projected to be 46% in 2028) increases public exposure to online transactions. However, the current regulatory structure has not completely closed the gap in legal risk, especially in consumer protection.

2. Legal Layers as an Analytical Tool

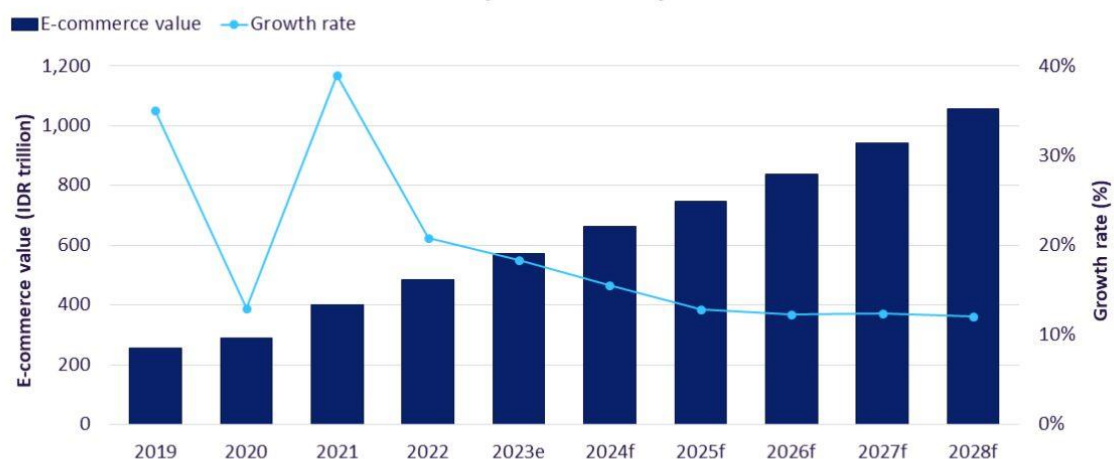
The Civil Code provides a basic framework: default is not fulfilling a promise. The seller is obliged to compensate, and the consumer can renege or sue for damages. The Consumer Law strengthens protection: consumers have the right to guarantees, information, and compensation when harmed. The ITE Law provides certainty of valid electronic agreements and regulates online transactions, including the validity of electronic evidence.

3. Effectiveness and Limitations of Settlement Mechanisms

- a. Marketplace platforms: Mediation is often available, but does not touch on aspects of compensation in accordance with the law.
- b. Civil litigation: Limited use due to costs and lengthy processes.
- c. Administrative and criminal appeals: Suitable for serious cases, but the process is slow and depends on law enforcement officers.

4. Analysis Graphs

Indonesia: E-commerce Value (IDR trillion), 2019-28f

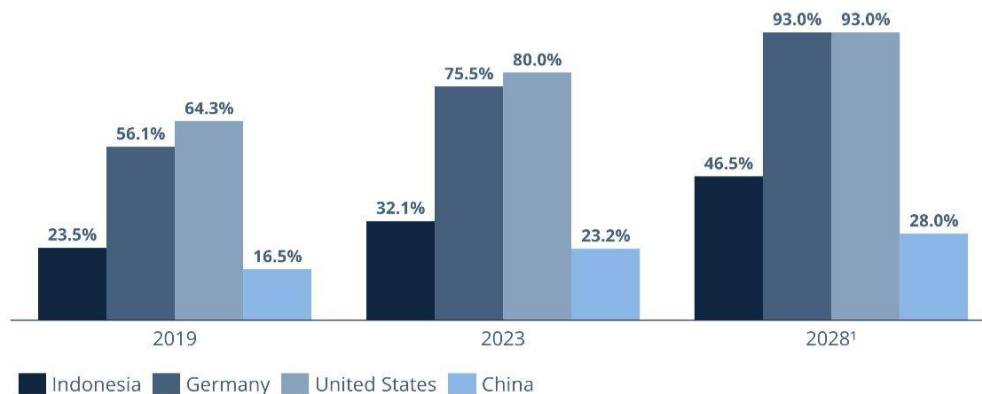


Note: "e" refers "estimated", whereas "f" refers "forecast"

GlobalData.

Source: GlobalData Banking and Payments Intelligence Center

ECOMMERCE PENETRATION RATE OF SELECTED COUNTRIES, FOR 2019 AND 2023 WITH A FORECAST FOR 2028



Notes: (1) Forecast.
Sources: Statista Market Insights.

ECDB

5. Challenges in Law Enforcement

- Slow law enforcement consumers hesitate to take small cases to court
- Marketplace mediation systems are not mandatory solutions are voluntary.
- Lack of electronic evidence photos, chats, reviews are difficult to accept as strong evidence.
- Lack of consumer education many do not know their rights and legal procedures
- Differences in jurisdiction cases between provinces or across countries complicate enforcement.

CONCLUSION AND SUGGESTIONS

Conclusion

The development of digital technology has brought about major changes in people's transaction patterns, including online buying and selling which is now an inseparable part of everyday life. However, this convenience is also accompanied by legal challenges, especially in terms of default by business actors against consumers. Based on the results of the study, it can be concluded that:

- Forms of default in online buying and selling include goods that do not match the description, late delivery, goods not sent at all, product damage, and the number of goods that do not match.
- The legal responsibility of business actors for default in online buying and selling is regulated in the Civil Code, especially Articles 1233 to 1252, and is strengthened by Law Number 8 of 1999 concerning Consumer Protection and Law Number 11 of 2008 concerning Information and Electronic Transactions.
- Legal protection for consumers still faces various challenges, such as weak law enforcement, lack of public education about consumer rights, and suboptimal online dispute resolution mechanisms.
- Empirical data and graphs of Indonesian e-commerce show a surge in online users and transactions, but this is also accompanied by an increase in the potential for disputes due to defaults that have not been fully anticipated legally.

Suggestions

- The government and legislators need to immediately formulate and establish special regulations related to online buying and selling and digital consumer protection so as not to only rely on general rules that are general and rigid.

2. Marketplace platforms must be required to provide a fair and fast dispute resolution system, including an escrow system and a more transparent and legally accountable claim process.
3. Business actors are expected to increase their professionalism and responsibility in online transactions, including providing honest information and making deliveries according to the agreement.
4. Consumers need to be given legal education about their rights in online transactions, as well as how to file complaints or lawsuits in the event of default.
5. Law enforcement by authorized institutions such as BPSK, the police, and the courts needs to be strengthened to provide a deterrent effect on fraudulent business actors.

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