



Legal Liability for Online Purchase Agreements for Used Smartphones That Experience Damage

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Abstract

Advances in digital technology have impacted online buying and selling transactions, including the trade of used smartphones. These transactions often face challenges, particularly the risk of damaged goods that buyers only discover after receiving them. This study analyzes legal liability in online used smartphone sales agreements and consumer protection under Indonesian law. Using a normative juridical method, this study examines the Civil Code (KUH Perdata), Law Number 8 of 1999 concerning Consumer Protection, and other regulations. The results indicate that sellers are required to provide honest information about the condition of goods, buyers are responsible for understanding descriptions and policies, and digital platforms play a role in providing protection through escrow systems and return policies. A gap between regulation and practice was identified, necessitating legal reform to improve consumer protection. This research is expected to encourage transparent and secure e-commerce.

I. INTRODUCTION

Trade is the buying and selling of goods between sellers and buyers. Trade transactions can arise when supply and demand for desired goods meet. Trade is also a specific activity, as it involves the production and distribution of goods. Trade is nothing new; it has existed since ancient times.

The development of digital technology has transformed many aspects of human life, including the way goods and services are transacted. One tangible manifestation of this technological progress is the rise of online buying and selling. Online transactions are no longer limited to new goods, but also include used goods such as smartphones. Smartphones, as essential technological devices in everyday life, have become a key commodity in online commerce. However, buying and selling used smartphones online presents its own challenges, particularly related to the condition of the goods being sold.

However, despite its numerous advantages, buying and selling used smartphones online also presents certain challenges and risks. One issue that frequently arises is damage to used smartphones purchased online. This situation is further complicated by the nature of online transactions, which prevent buyers from

inspecting the item in person before purchasing. In many cases, buyers only discover damage after receiving the item, which can lead to potential disputes between buyers and sellers.

The question that then arises is, what is the legal responsibility in such a situation? Can the seller be held fully liable for damaged goods, or are there certain limitations that the buyer must be aware of? Furthermore, how do Indonesian laws regulate online buying and selling transactions, particularly regarding used products such as smartphones? To answer these questions, an in-depth study of the relevant legal aspects is required, including provisions in the Civil Code (KUH Perdata), the Consumer Protection Law, and other regulations related to e-commerce.

In sales transactions, the legal principles of contracts play a crucial role in determining the rights and obligations of the parties. According to Article 1320 of the Civil Code, the validity of an agreement depends on the agreement of the parties, the capacity to enter into an agreement, a specific object as the object of the agreement, and a lawful cause. In the context of buying and selling used smartphones online, agreements are often formalized through a digital platform that acts as an intermediary between the buyer and

seller. However, problems can arise if there is a discrepancy between the seller's description of the item and its actual condition.

Law Number 8 of 1999 concerning Consumer Protection also provides a legal basis for protecting consumer rights. One key point stipulated in this law is the obligation of business actors to provide accurate, clear, and honest information regarding the condition of the goods being offered. In this context, sellers of used smartphones are required to provide accurate descriptions of the physical condition and functionality of the goods being sold. If the information provided does not correspond to reality, the seller may be deemed to have violated consumer rights.

However, legal liability in online buying and selling of used smartphones is not always straightforward. Various factors can influence legal decisions, such as the presence of clauses in the agreement that limit the seller's liability, or the buyer's negligence in reading and understanding the item description. Furthermore, the digital platform used as a transaction intermediary also plays a significant role in providing consumer protection mechanisms. Several major e-commerce platforms in Indonesia have implemented Buyer protection policies, such as escrow systems, return policies, and money-back guarantees, often depend on their implementation.

In an effort to understand legal liability for online sales of damaged used smartphones, it is important to consider various legal aspects and existing practices. This study aims to identify and analyze seller responsibilities, buyer rights, and the role of digital platforms in resolving potential disputes. Furthermore, this study aims to evaluate whether existing regulations are sufficient to protect consumer interests in online sales transactions, or whether legal reforms are needed to adapt to technological developments and market dynamics.

In this discussion, the author will further elaborate on the relevant legal basis, case studies from Indonesia, and proposed solutions to address frequently occurring issues. Therefore, it is hoped that this research will make a positive contribution to increasing public legal awareness and encouraging fair and transparent online trading practices.

II. RESEARCH METHODS

This study employs a normative juridical research method, an approach focused on the analysis of relevant legal norms. This method is used to understand and analyze legal liability in online used smartphone sales agreements. The research stages include several main steps. First, problem identification is carried out by determining the main issues to be discussed, namely the challenges in ensuring seller responsibility, consumer protection, and the role of digital platforms in online transactions. Second, legal data is collected from various sources, such as the Civil Code (KUH Perdata), Law Number 8 of 1999 concerning Consumer Protection, and other relevant regulations. The data also includes studies of legal doctrine and related legal cases that have occurred in Indonesia. Third, the data is analyzed using a descriptive-analytical approach to identify gaps between regulations and implementation practices. Finally, this study produces conclusions and recommendations based on the findings obtained. The research population includes legal regulations, academic documents, and relevant court decisions, with the research location being literature (library research). The primary sources of the research were obtained from online legal platforms and leading law libraries in Indonesia.

III. RESULTS AND DISCUSSION

A. Research result

1. Seller's Liability for Losses of Goods Purchased by Consumers Online

Online transactions have unique characteristics compared to conventional transactions. Consumers often cannot see or inspect the item in person before purchasing. They rely solely on descriptions, images, and reviews from other users. This creates a potential gap between consumer expectations and reality. Furthermore, the involvement of third parties, such as delivery services, adds complexity to determining liability in the event of a loss.

First, it is important to understand the legal framework governing online transactions in Indonesia. Law Number 8 of 1999 concerning Consumer Protection (the Consumer Protection Law) serves as the primary foundation. Article 4 of this law states that consumers have the right to comfort, security, and safety when using goods or services. Article 19 stipulates that business

actors are responsible for providing compensation for losses suffered by consumers due to defective goods or goods that do not conform to the agreement. This provision emphasizes that sellers have a legal obligation to ensure that the goods sold match the description and meet quality standards (Prayuti, 2024).

On the other hand, Minister of Trade Regulation Number 50 of 2020 concerning Provisions for Business Licensing, Advertising, Guidance, and Supervision of Business Actors in Electronic Commerce (Permendag 50/2020) also provides specific guidelines for online businesses. This regulation stipulates sellers' obligations to provide clear, accurate, and non-misleading information about the goods they sell. Sellers must also have a system in place to respond to consumer complaints and resolve disputes promptly.

Consumer losses in online transactions can be categorized into several types. One of the most common is the seller's failure to deliver goods. In such cases, consumers not only lose money but also lose trust in the e-commerce platform (Patricia, 2021). Furthermore, damaged or defective goods are also a common problem. This can be caused by inadequate packaging or errors in the production process. Another type of loss is goods that do not match the description. This discrepancy can include a different size, color, function, or even a different brand than promised.

In dealing with these cases, sellers have several responsibilities. Legally, sellers are required to provide appropriate compensation. This compensation can take the form of a refund, replacement of the item, or repair. In some cases, sellers may also be required to provide additional compensation if the consumer's loss is deemed significant (Agustina, 2021). In addition to legal responsibilities, sellers also have an ethical responsibility to maintain consumer trust. This includes transparency in providing information, honesty in communication, and sincerity in handling complaints. Legal sanctions for sellers who violate these laws include administrative sanctions (fines, license revocation), civil sanctions (compensation), and criminal sanctions (imprisonment and/or fines in accordance with the Consumer Protection Law or the

Electronic Information and Transactions Law) (Annisa, 2024).

Sellers conducting business through e-commerce platforms must also comply with the policies established by those platforms. Marketplaces like Tokopedia, Shopee, and Bukalapak have consumer protection mechanisms designed to prevent and resolve disputes. Sellers who violate these policies may face sanctions, such as account suspension or store deletion. By complying with these policies, sellers not only protect consumers but also safeguard their business reputation.

Dispute resolution mechanisms between consumers and sellers in online transactions can be implemented in several ways. Internal resolution, namely by contacting the seller or the platform's customer service, is often the first step. If the issue remains unresolved, consumers can utilize mediation provided by the e-commerce platform. In some cases, disputes can be submitted to the Consumer Dispute Resolution Agency (BPSK) or even to court.

In Indonesian case studies, there are numerous examples of consumers successfully obtaining redress through existing mechanisms. For example, a consumer who receives a damaged item from a seller can file a complaint through the platform and receive a refund. Internationally, some countries have more advanced approaches to consumer protection. The European Union, for example, implemented Directive 2011/83/EU, which gives consumers the right to return goods within a specified period without giving any reason. Furthermore, Online Dispute Resolution (ODR) is also an effective tool for resolving cross-border disputes.

To minimize the risk of loss, sellers and consumers need to take proactive steps. Sellers can ensure that product descriptions are clear and accurate, and provide secure packaging to prevent damage during shipping. They should also provide a transparent and easily accessible return policy (Dharmawan, 2018). Consumers are also advised to read seller reviews and ratings before making a purchase. Keeping proof of transaction is also important to support claims in the event of a problem. Regarding seller accountability in online transactions, sellers have obligations, including:

- a) Provide correct, clear and honest information about the goods being sold;
- b) Guarantee the quality of goods as promised;
- c) Providing compensation for replacement if a consumer experiences a loss (Fauzi, 2021)

Obstacles to implementing seller liability for damage to goods purchased online by consumers involve various complex aspects, from a legal, technical, and operational perspective. Although existing regulations stipulate sellers' obligations to compensate consumers, practical challenges often hamper their implementation. The following is a more detailed explanation of these obstacles (Iqbbal, 2024).

One major obstacle is the mismatch between legal standards and their implementation in practice. In Indonesia, Law Number 8 of 1999 concerning Consumer Protection (the Consumer Protection Law) requires businesses to provide compensation for consumer losses. However, many sellers still don't understand or even ignore this obligation. Some operate informally or without following licensing requirements, making them difficult to track and hold accountable. When disputes arise, lengthy and bureaucratic legal processes often hinder consumers from seeking justice (Rina, 2021).

Another obstacle lies in the lack of effective oversight mechanisms for online businesses. With the growth of e-commerce, the number of sellers operating on online platforms has increased rapidly. Unfortunately, not all platforms have adequate systems in place to verify sellers' identities and credibility. This allows unscrupulous sellers to exploit system loopholes and harm consumers without fear of strict sanctions. As a result, consumers are often the ones who suffer losses without adequate protection.

Technical factors are also a significant obstacle. Damage to goods often occurs during the shipping process, which involves third parties such as shipping services. In these cases, responsibility often becomes unclear, with sellers, shipping services, and consumers blaming each other. For example, a seller might argue that the item was properly packaged before shipping, while the shipping service might claim that the damage was not their responsibility.

B. Discussion

1. Characteristics and Challenges of Online Transactions for Consumers

Online transactions differ from conventional transactions because consumers do not have the opportunity to verify the goods in person. Instead, they rely on information provided by the seller, such as product descriptions, images, and reviews from previous customers. Mismatches between the information provided and the condition of the goods received create potential losses for consumers. Another challenge arises from third parties, such as delivery services, which add complexity to determining liability in the event of damage. Reliance on digital platforms for mediation between consumers and sellers adds a new dimension to dispute resolution (Yuyut, 2024).

2. Legal Framework Governing Seller Liability

Law Number 8 of 1999 concerning Consumer Protection (UUPK) serves as the legal basis for online transactions in Indonesia. Article 19 of the UUPK affirms the seller's responsibility to compensate consumers for losses resulting from defective or non-conforming goods. Furthermore, Minister of Trade Regulation Number 50 of 2020 (Permendag 50/2020) clarifies the obligations of businesses to provide accurate and non-misleading information, resolve consumer complaints promptly, and provide an efficient return mechanism (Patricia, 2021).

3. Types of Losses and Seller's Liability

Consumer losses can be categorized as follows: non-delivery of goods, damaged goods, and goods not as described. Sellers have a legal obligation to provide solutions in the form of refunds, replacements, or repairs. In addition to legal responsibilities, sellers also have an ethical responsibility to build consumer trust, such as maintaining transparency and honesty in every transaction (Rina, 2021).

4. Obstacles in Implementing Seller Responsibility

In practice, there are a number of obstacles, including:

- a. Low Legal Awareness: Many business actors, especially those who are not officially registered, do not understand or ignore their legal responsibilities.
- b. Lack of Oversight: E-commerce platforms often lack systems to verify the identity or credibility of sellers, leaving them open to abuse.
- c. Technical Shipping Factors: Damage to goods during the shipping process often gives rise to debates about who is responsible.

5. Dispute Resolution Mechanisms and the Role of Digital Platforms

E-commerce platforms like Tokopedia, Shopee, and Bukalapak have adopted consumer protection policies, including escrow systems, return policies, and money-back guarantees. Consumers can file complaints through the platform's customer service or utilize mediation mechanisms. If disputes remain unresolved, consumers can involve the Consumer Dispute Resolution Agency (BPSK) or file a case in court (Dharmawan, 2018).

6. International Comparison as Inspiration

Countries like the European Union have a more comprehensive approach to consumer protection, such as through Directive 2011/83/EU. Consumers in the European Union have the right to return goods within a certain timeframe without providing a reason. This approach, coupled with the use of Online Dispute Resolution (ODR), could serve as a model for improving consumer protection in Indonesia, particularly in the context of cross-border online transactions (Agustina, 2021).

7. Efforts to Minimize Risks for Consumers and Sellers

Sellers must ensure accurate product information and secure packaging. They should also provide a clear and transparent return policy. Consumers are also advised to check seller reviews and reputations and retain proof of transactions in case of disputes (Fauzi, 2021).

IV. CONCLUSION AND SUGGESTIONS

A. Conclusion

Based on the research conducted, it can be concluded that seller responsibility in online transactions is crucial to protect consumers,

both in the case of losses due to damaged goods, goods not as described, or goods not delivered. Sellers are required to provide fair compensation, such as a refund or replacement of the goods. However, there are obstacles in implementing seller obligations, such as a mismatch between legal standards and their implementation, a lack of seller supervision, and technical factors in the delivery process. Therefore, digital platforms play a crucial role in improving dispute monitoring and mediation systems. More effective government efforts and a deeper understanding of the law among business actors are needed to ensure proper enforcement of seller responsibility.

B. Suggestion

To advance the field of consumer protection in online transactions, it is recommended that there be increased oversight of business actors and improvements to more efficient dispute resolution mechanisms, including the use of technology to regulate seller responsibilities. Furthermore, more intensive legal education is needed for business actors to fully understand consumer obligations and rights. The government and e-commerce platforms are also expected to continue improving existing regulations to ensure the convenience and protection of consumer rights in e-commerce.

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