



## Legal Protection in Buying and Selling Goods on the Marketplace

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E-mail: [nailahsasabrina@gmail.com](mailto:nailahsasabrina@gmail.com), [rizkasyahfriana@umsu.ac.id](mailto:rizkasyahfriana@umsu.ac.id)

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<p><b>Article History</b> Received: 2025-12-15 Revised: 2025-12-22 Published: 2025-12-30</p> <p><b>Keywords:</b> <i>Legal Protection;</i> <i>Marketplace; Default;</i> <i>COD</i></p>	<p>The development of digital technology has encouraged people to conduct online buying and selling transactions through marketplaces. However, this system raises various legal issues for both consumers and sellers. This study aims to analyze the forms of legal protection for consumers who receive goods that do not match the description and the urgency of legal protection for sellers who are harmed by the Cash on Delivery (COD) payment system. The method used is a normative-juridical approach with a literature review of relevant laws and regulations and an analysis of cases that occurred on various marketplace platforms. The results show that business actors who send goods that do not match the description can be categorized as committing a breach of contract, while the lack of uniformly regulated COD services causes losses for sellers and couriers. Therefore, legal policy updates are needed to ensure fair and balanced protection for all parties in online buying and selling transactions.</p>

### I. INTRODUCTION

The digital era has ushered humanity into a new civilization where buying and selling no longer requires face-to-face meetings. Technology not only facilitates interaction but also creates numerous economic opportunities. According to data from the Indonesian Central Statistics Agency (BPS), online business transactions increased 24% in 2020 compared to the previous year.

People can utilize marketplace sites as a digital marketplace model to conduct transactions according to their needs, both as consumers and sellers. The goods traded on marketplaces are diverse, ranging from everyday items and luxury goods to antiques (Ratih Widowati, 2022).

Rapid economic development has accelerated the buying and selling process. Producers are using various methods to reach consumers, including creating online buying and selling systems. Online buying and selling is essentially the transaction of goods or services online, either through an online marketplace or social media platform. Besides online transactions, payment is also made online or by bank transfer. There are also offline payment methods, often referred to

as cash on delivery (COD), where payment is made upon delivery of the goods to the consumer.

Online buying and selling transactions also involve the services of shipping companies, which are directly involved in determining the buying and selling process. In addition to determining delivery times, they are also responsible for the goods purchased by consumers and delivering orders on time. Among the most commonly used applications, Tokopedia, Shopee, Lazada, and Facebook are perhaps the most familiar. However, in reality, there are many online marketplace applications, perhaps reaching hundreds or even thousands (Felina Laurensia Wisman, 2024).

Some applications may already have a vetting process for each manufacturer that implements the application, making it less likely that violations or fraudulent acts will occur to consumers. This online buying and selling also provides goods or samples of the goods sold online, usually in the form of photos or videos, meaning consumers cannot see or feel the goods directly, this often results in misunderstandings between producers and consumers. Not to mention the problem of wrong or late delivery

and damage to purchased goods, which are usually the consequences of which consumers must bear the consequences themselves (Felina Laurensia Wisman, 2024).

In the online shopping system, there is actually a way for consumers to minimize losses incurred in this online buying and selling process by carrying out the return process or by canceling the transaction that has been made by rejecting items that do not match what has been ordered. The problem with this system is whether it is truly not detrimental to the consumer himself or the loss is commensurate with the basis of justice regulated in the 1945 Constitution of the Republic of Indonesia (UUD NRI 1945). Examples of cases such as those experienced by several people that the author has researched in a number of online shopping applications where there are several consumers who complain about late delivery which causes problems for consumers, there are even cases where consumers receive items that are different from what was ordered in terms of size, color and model (Felina Laurensia Wisman, 2024).

## **II. RESEARCH METHODS**

This research employs a normative juridical method, examining laws and regulations such as Law No. 8 of 1999, Law No. 7 of 2014, and Government Regulation No. 71 of 2019, as well as relevant legal literature. Data were obtained through literature review and analysis of real-life cases in marketplaces related to goods not as described and losses resulting from the COD system. This approach is used to examine legal protection for consumers and sellers based on the principles of justice and legal certainty.

## **III. RESULTS AND DISCUSSION**

### **A. Legal Protection for Consumers for Goods That Do Not Match the Images in Marketplace Transactions**

A marketplace is a platform that provides buying and selling facilities and a transaction system for businesses and consumers to sell various products online on a website. A marketplace offers a wide variety of products

and prices, along with product specifications and the condition of the goods being traded. When a consumer and a seller (merchant) conduct a transaction on the marketplace and reach an agreement, this creates rights and obligations for both parties, namely the seller and the buyer. This agreement arises when the consumer views the goods offered on the marketplace and then accepts the offer by purchasing the selected item.

Consumer protection is not only a preventative measure, but can also be used as a repressive measure in various areas related to consumer protection. Consumers' right to information is crucial because it helps consumers obtain a clear picture of the product they desire, enabling them to purchase the product they desire and preventing losses due to inaccurate information. Complete and accurate information about a product is considered crucial by consumers before they use their funds to purchase the item (Margiyanti, Putri, and Ashinta, 2024).

Consumer protection includes two aspects, namely protection against goods received that do not match the agreement and protection against conditions that are detrimental to consumers. Business actors who send goods that do not match the picture can be considered to have committed an act of breach of contract, because the business actor does not fulfill its obligations in the electronic contract, resulting in losses for consumers (Sapta Abi Pratama, 2020). The type of breach of contract that occurs is when the debtor fulfills the performance, but not as it should, where the business actor sends goods that do not match the picture as expected or desired by consumers (Margiyanti, Putri and Ashinta, 2024).

The type of breach of contract that occurs is that the business actor has fulfilled the performance but not as it should, where the business actor has sent goods/products that do not match the image and description as expected by the consumer. Goods that do not

match the image/description have various kinds of discrepancies, including discrepancies in material, size, color, quality, and shape. However, most of the goods received by consumers have met customer requirements but also have several deficiencies or discrepancies with the information/description provided by the business actor.

In the case of consumers who are harmed due to receiving goods that do not match the picture, Law Number 8 of 1999 concerning Consumer Protection Article 4 Letter c states that consumers have the right to obtain correct, clear, and honest information about the condition and guarantee of goods and/or services. Furthermore, Article 4 Letter h states that consumers who are harmed due to receiving goods that do not match the picture have the right to obtain correct, clear, and honest information regarding the goods/products purchased (Rifky Pratama Arief, 2023).

According to Law Number 7 of 2014 concerning Trade, Article 65 Paragraph (1) states that every business actor who trades goods and services through electronic systems must provide complete and accurate data or information. Furthermore, Article 65 Paragraph (2) of Law Number 7 of 2014 concerning Trade states that business actors are prohibited from trading goods and/or services that do not comply with the data or information provided. The technical requirements of the goods offered are an example of one such data or information. Business actors who trade goods through electronic systems may be subject to administrative sanctions in the form of revocation of permits if they do not provide/give explanations regarding clear product information in accordance with Article 65 Paragraph (6) of Law Number 7 of 2014.

Regarding product information, Article 48 Paragraphs (1) and (2) of Government Regulation Number 71 of 2019 concerning the

Implementation of Electronic Systems and Transactions states that Companies/business actors who sell products through Electronic Systems must be able to provide complete and correct information about the terms of the contract, and the products offered by the business actor. Furthermore, Article 50 letter a of Government Regulation Number 71 of 2019 stipulates that companies offering products through Electronic Systems must provide clear information about their products. Furthermore, Article 50 letter b of Government Regulation Number 71 of 2019 concerning the Implementation of Electronic Systems and Transactions states that electronic transaction organizers are required to be able to provide facilities and services related to resolving consumer complaints so that consumers who feel they have been harmed by transactions carried out in the marketplace can contact the complaint service provided by the marketplace (Rifky Pratama Arief, 2023).

## **B. The Urgency of Legal Protection for Marketplace Sellers Due to COD Service Losses**

In online buying and selling transactions, there are interrelated aspects: the legal subject and the legal subject's buying and selling activities. The legal subjects here are the business owner and the buyer. The business owner then sells their goods through an online e-commerce platform called Shopee. The buyer then purchases the goods sold by the business owner on Shopee. From this, it can be concluded that the legal subject, the legal subject's activities, and the online buying and selling platform are interconnected.

Along with the rapid development of current technology, especially the internet, the internet has paved the way for developments in the field of buying and selling transactions, one of which is Shopee. The use of the internet in the business sector has experienced significant developments in the form of electronic information exchange and

business strategy applications, such as marketing, sales, and customer service, all of which are integrated into Shopee. This development has made online buying and selling very advanced, innovative, and modern. Shopee also opens up brilliant opportunities for entrepreneurs (Indriya, Ahsanuddin, et al., 2023).

However, buying and selling transactions on Shopee don't always run smoothly. Sometimes, businesses experience losses due to Shopee's services. The service that causes the most losses for sellers is cash on delivery (COD), commonly known as cash on delivery. In fact, when used wisely, this service can be very beneficial. COD makes shopping easier for buyers, especially since not everyone has or understands how to use bank transfers, e-money, etc.

This cash-on-delivery (Cash on Delivery) system is very simple: buyers simply select items, proceed to checkout, and then select the COD (Cash on Delivery) payment option. Items received by the seller are packaged and shipped via a third-party delivery service. The courier then delivers the items to the buyer's address, and the buyer pays in cash. Unfortunately, this service is often misused by buyers, resulting in losses for sellers. The binding force of COD purchases is implemented by the buyer when the buyer checks out, which signifies their agreement to the chosen payment method, selected items, and address. Therefore, the buyer should not refuse a COD package that has been delivered (Indriya, Ahsanuddin, et al., 2023).

In fact, advertisements regarding Shopee COD (Cash on Delivery) on social media platforms like YouTube, Instagram, TikTok, and television clearly state that COD packages must be paid for. This loss for sellers was reported in an online news portal. As reported by Mojok.co and written by Paula Gianita Primasari on February 4, 2023, the current cash on delivery (Cash on Delivery) service on e-commerce platforms does not make things easier for sellers, but rather harms both

sellers and couriers. Paula compared the current cash on delivery (Cash on Delivery) service on marketplaces with the Facebook and Kaskus era. In the Facebook and Kaskus era, cash on delivery (Cash on Delivery) services only involved the seller and the buyer. Furthermore, buyers could not simply check out items because such a service did not exist in those days. Cash on Delivery (COD) in those days was simply a face-to-face meeting between the seller and buyer. This contrasts with the current marketplace era, one of which is Shopee. Cash on delivery (Cash on Delivery) services involve three parties: the seller, the buyer, and the delivery service. Furthermore, today's marketplaces have a checkout service where many buyers deliberately choose COD payment. After that, the order is entered into the seller's system, from which the seller packages the items the buyer checks out. In other words, buyers in the Facebook and Kaskus era were more serious about buying compared to buyers in the current marketplace era (Indriya, Ahsanuddin, et al., 2023).

The urgency of legal protection in COD mechanisms on marketplaces requires further discussion. Several fundamental considerations and reasons for the need for legal protection for parties involved in COD mechanisms on marketplaces are presented. The fundamental reasons for the urgency of policy reforms regarding COD mechanisms on marketplaces include:

- a) The provisions of each marketplace are not uniform in implementing the COD mechanism in online transactions.

As seen in the previous discussion, the differences in each marketplace's provisions regarding the implementation of COD mechanisms in online transactions are: first, regarding the territorial limits of the COD mechanism in each online transaction. Second, regarding insurance provisions for the goods/services agreed to as the object of the sale and purchase.

- b) The COD mechanism provisions are no longer in line with current developments.

In relation to this point, the author believes that the parties involved in the COD mechanism on the marketplace are not in accordance with the legal basis of the general sales agreement regulated by the Civil Code. As previously explained by the author, the parties involved in the COD mechanism on this marketplace consist of sellers, buyers, service providers or marketplace managers, expedition service providers, and couriers. The provisions on the rights and obligations of each party regulated in various statutory regulations are no longer in accordance with the objectives of the law, namely justice, certainty, and legal benefit. The differences in each legal instrument regulating the rights and obligations of the parties involved in the COD mechanism on this marketplace have given rise to the problem of the lack of legal protection, especially for couriers. Specifically, the rights and obligations of couriers are only delegated to work agreements with expedition service providers. However, couriers, as intermediaries, often fall victim to the poor legal protection of the COD mechanism on marketplaces in Indonesia (Indriya, Ahsanuddin, et al., 2023).

Given the frequent issues currently arising regarding the COD mechanism in marketplaces, the author believes it is time for the government to reform the law related to this issue. The urgency of legal protection, especially for the parties involved, is a crucial component in legal reform related to supporting the COD mechanism in marketplaces in Indonesia to continue to be implemented. Through standardization of provisions, regulation of rights and obligations for parties, and the fulfillment of legal protection are crucial matters that must be resolved immediately by the government in a short and timely manner (Grace Evelyn

Pardede, 2022). The concept of legal protection for parties is needed to ensure the fulfillment of the dignity, honor, and human rights that will continue to be inherent in society. It is hoped that this standardization through a product of legislation will become a turning point for the parties involved who currently often do not feel legal protection, especially couriers as intermediaries in the COD mechanism in marketplaces in Indonesia today. The existence of existing regulations governing e-commerce, in the author's opinion, still has gaps, so further clarity regarding the existing regulations is needed (Grace Evelyn Pardede, 2022).

#### **IV. CONCLUSION AND SUGGESTIONS**

##### **A. Conclusion**

Items that do not match the description in a marketplace transaction constitute a breach of contract by the business owner due to failure to fulfill their obligations under the agreement. Consumers have the right to correct and clear information, as stipulated in Law No. 8 of 1999, Law No. 7 of 2014, and Government Regulation No. 71 of 2019. Business owners are required to provide accurate product information and provide complaint services. Violations can result in administrative sanctions. COD (Cost of Delivery) services in marketplaces often disadvantage sellers because buyers unilaterally cancel orders. Differing COD provisions across platforms and not being in accordance with contract law create legal uncertainty. Therefore, regulatory updates are needed to standardize COD mechanisms, regulate the rights and obligations of all parties, and provide legal protection, especially for sellers and couriers.

##### **B. Suggestion**

Businesses are required to display accurate and relevant product information to prevent default. Consumers should check descriptions and reviews before purchasing. Marketplaces must strengthen product verification and

provide effective complaint mechanisms. The government needs to enforce strict sanctions against businesses that violate consumer rights.

The government needs to immediately standardize COD (Cash on Delivery) mechanisms across all marketplaces and clearly regulate the rights and obligations of all parties, including sellers, buyers, shipping companies, and couriers. Marketplaces should also screen for irresponsible buyers and introduce penalties for unilateral cancellations. Sellers are urged to be more selective in accepting COD orders and actively utilize the loss reporting system.

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