

JURIDICAL ANALYSIS OF CONSUMER RESPONSIBILITY FOR THE CASH ON DELIVERY (COD) SYSTEM IN E-COMMERCE BUYING AND SELLING**Putri Sari Asih**Legal Studies Program, Faculty of Law, Universitas Muhammadiyah Surakarta.
putrisariasih2003@gmail.com**Mutimatun Ni'ami**Legal Studies Program, Faculty of Law, Universitas Muhammadiyah Surakarta.
niami2002skripsi@gmail.com**ABSTRAK**

Penulisan artikel ini bertujuan untuk menganalisis tanggung jawab konsumen terhadap sistem Cash On Delivery (COD) dalam jual beli e-commerce. Permasalahan yang sering timbul dalam Cash On Delivery (COD) dalam jual beli e-commerce adalah adanya ketidakjelasan dalam upaya penyelesaian sengketa antara konsumen dan penjual ketika terjadi ketidakpuasan atau masalah dengan barang yang diterima. Dalam penulisan ini menggunakan pendekatan yuridis normatif. Penulisan artikel ini melibatkan analisis terhadap peraturan hukum yang berkaitan dengan masalah yang diteliti, dan studi literatur yang telah ada. Terdapat banyak konsumen yang melakukan pelanggaran terhadap tanggung jawabnya sebagai konsumen pada sistem COD dalam jual beli e-commerce. Sebagai penerima barang, konsumen memiliki tanggung jawab seperti pembayaran tepat waktu pada sistem COD, dan mengganti rugi karena telah melakukan wanprestasi. Adapun saran yang diajukan adalah adanya peningkatan pengawasan dan penegakan hukum terhadap praktik-praktik penipuan atau kecurangan dalam sistem COD. Selain itu, penting untuk memperkuat kerjasama antara pihak-pihak terkait, termasuk pemerintah, penjual, dan konsumen, dalam mengembangkan pedoman dan standar yang mempromosikan transaksi jual beli e-commerce yang adil dan aman.

Kata kunci : *Tanggung jawab, konsumen, Cash On Delivery (COD), E- Commerce*

ABSTRACT

The aim of writing this article is to analyze consumer responsibility for the Cash On Delivery (COD) system in e-commerce buying and selling. The problem that often arises in Cash On Delivery (COD) in e-commerce buying and selling is the lack of clarity in efforts to resolve disputes between consumers and sellers when there is dissatisfaction or problems with the goods received. In this writing, a normative juridical approach is used. Writing this article involved an analysis of legal regulations relating to the problem under study, and a study of existing literature. There are many consumers who violate their responsibilities as consumers in

the COD system in e-commerce buying and selling. As recipients of goods, consumers have responsibilities such as paying on time in the COD system, and compensating for losses due to default. The suggestion put forward is to increase supervision and law enforcement against fraudulent or fraudulent practices in the COD system. In addition, it is important to strengthen cooperation between relevant parties, including the government, sellers and consumers, in developing guidelines and standards that promote fair and safe e-commerce buying and selling transactions.

Keywords: responsibility, consumer, Cash On Delivery (COD), E-commerce.

INTRODUCTION

Article 1457 of the Civil Code explains that an agreement is an event in which one person commits to another or two individuals agree to do something, and the other party pays the agreed price. According to Subekti, an agreement is an agreement in which one individual commit to deliver an item and the other party pays the agreed price. (1)

The on-the-spot payment method, commonly known as Cash on Delivery (COD), is one way to conduct online buying and selling transactions. In this method, buyers can make payments when the goods have been received directly by the buyer. The seller or business actor is responsible for delivering the goods traded, while the buyer or consumer is required to pay the purchase price at a predetermined time and place (1). The buyer shall make payment upon delivery of the goods, unless otherwise stipulated.

In accordance with Government Regulation No. 80/2019 on Commercial Transactions Through Electronic Systems, the implementation of cash on delivery (COD) payments is regulated in Law No. 7/2014 on trade, specifically non-electronic payment methods. This raises new questions, as outlined in Chapter XII Article 60 Paragraph 3 which states that legal provisions regarding electronic payments must be observed. This regulation is also contained in Ministerial Regulation Number 50 of 2020 concerning Provisions for Business Licensing, Advertising, Guidance and Supervision of Business Entities Transacting Through Electronic Systems. In contrast, the “cash on delivery” payment method uses direct cash and conventional payments. Since there is no law specifically regulating transactions with the cash on delivery method, its application currently depends on the policies of e-commerce platforms, creating a legal vacuum in its application. (2)

Currently, cases of disputes related to buying and selling transactions carried out through the COD system are of public concern. Business actors have experienced many detrimental cases, one of which is in Muara Tembesi, Batang Hari Jambi. Some customers

who chose the COD payment method did not pay close attention to the description of the online store, so when the courier delivered their ordered goods, they found that things did not match their expectations. As a result, the customer became angry and scolded the courier, and ultimately refused to make payment. (3) A similar incident occurred in Bengkalis Regency, Riau, which was captured in a video posted on the Instagram account *@undercover.id*. In the video, a man tries to escape on a motorcycle and ignores the courier delivering the package. He insisted on not paying for the package on the grounds that the goods he received were not as seen in the online store.

In the above-mentioned case, the seller or business actor has fulfilled its obligation by delivering the ordered goods that have been ordered by the buyer. On the other hand, the buyer or customer has the obligation to pay for the goods when receiving the order before opening the package. However, in these cases, buyers do not fulfill their obligations or default, which is detrimental to business actors. Civil law has many principles that are known and used, such as good faith or agreements that must be upheld and concepts such as the principle of freedom of contract (an agreement made between two parties that binds them in accordance with the law). (4) In addition, the principle that civil agreements or contracts must not conflict with law, statute, or public order, and that agreements must be made freely and in good faith.

In the context of online buying and selling transactions in e-commerce with the cash on delivery (COD) method, consumer responsibility for the COD system can be analyzed based on Article 1365 of the Civil Code. This article regulates the responsibility of parties who make defaults, namely non-performance or implementation that is not in accordance with the agreement. If consumers do not fulfill their obligations in COD transactions, such as not paying for goods received in good faith, then consumers can be considered in default.

Based on the background above, the problem formulation is how consumer responsibility for the COD system in e-commerce buying and selling. Therefore, the purpose of writing this article is to understand about consumer responsibility for the COD system in e-commerce selling.

METHOD

The author uses a legal research method known as “Normative Juridical”, which relies on the analysis of library materials or secondary data. This method involves the exploration

of literature related to regulations and other literature relevant to the research topic. To gain a deeper understanding of the subject under study, the author investigated various scholarly journals, legal sources such as laws, regulations, court decisions, and other legal literature. (5)

In research with a normative juridical approach, the researcher is not involved in collecting primary data through field research or interviews, but focuses more on analyzing legal texts and reviewing existing literature. Therefore, the researcher uses this method to analyze applicable regulations and relevant legal approaches in order to understand and answer the problem under study. In normative juridical research, the researcher relies on interpretation and analysis of existing legal sources to develop a deeper legal understanding of the problem being studied. This method allows the author to compile solid legal arguments and provide thoughts based on the applicable legal framework.

RESULT AND DISCUSSION

Consumer Responsibility for the COD System in E-Commerce Buying and Selling in Civil Law

Online buying and selling is an activity of buying and selling goods via the internet. In online buying and selling, business actors offer goods, while consumers request goods online. The advantage of online buying and selling is its efficiency and effectiveness. With online buying and selling, all parties can easily find the desired goods without having to come to the store or see the goods directly. They can shop from the comfort of their homes. The agreement in online buying and selling occurs when the consumer clicks “make an order” and makes payment via bank transfer, marketplace balance, or pay-on-site (COD) method after the goods arrive. Online buying and selling has a consensual nature, in accordance with Article 1458 of the Civil Code, which states that a sale and purchase is deemed to occur when both parties reach an agreement on the goods and price, even though the goods have not been delivered or the price has not been paid. (5)

In some cities in Indonesia, unscrupulous buyers who refuse to pay upon receiving the package from the courier are the result of a lack of understanding or unwillingness to understand the rules of COD. One national TV program has explained how COD transactions should be conducted. “Pay on the spot”, the advertising slogan, is self-explanatory. When the

courier delivers the package, the customer has to pay at the designated place. There is no reasonable excuse for reasons such as inability to pay or lack of money.

Consumers who use the COD payment system when buying goods in e-commerce should have enough money to pay for the package when it arrives at home or the previously agreed location. In addition, there is a violation of civil law principles such as the principle of *pacta sunt servanda* (agreement must be fulfilled). Consumers are considered to have violated the COD rule if they agree to pay by COD but do not do so when the goods arrive at home.

Losses in COD online buying and selling transactions are usually borne by the seller as a businessperson. The material loss caused by an individual selling goods varies depending on the type of goods sold; for example, if an individual sells toys, the material loss caused by the sale of such goods may be very small. This makes some businesses reluctant to involve the law in problem solving due to the time and cost involved. Therefore, they often complain about the problem on social media as a warning to other businesses that use the COD option. The actions of unscrupulous consumers who violate the agreement, such as refusing to pay after agreeing to use COD, can be categorized as default.

Consumers should understand the COD payment system and follow the rules. They are required to pay for the order before opening it and should make a video when opening the package as evidence if there are complaints in the future. The video should also be witnessed by the courier as a witness if there is a mistake from the business. To prevent violence, courts, or litigation, complaints can be made by including an unboxing video as evidence. Unless the business has reached an agreement, consumers should be aware that the market may reject a return request if the business has good reason to do so.

Each store shares their own policies on the COD payment method, including how customers receive items through COD, the consequences if customers refuse to accept the order, and the option to return items if they do not match the order. For example, *Shopee*, one of the well-known online stores in Indonesia, requires customers to pay cash to the courier before receiving or opening their package. There are some rules in the COD process, which will be blocked if you are reluctant to pay and it is penalized for 60 days.

Consumers feel disadvantaged when the goods they receive are not suitable. The mismatch of goods received by consumers will harm the consumers themselves, but

considering that consumers have chosen payment through the COD system as their payment method. It also applies to consumers who do not provide the address and telephone number listed is not appropriate, so the actions of these consumers are not justified. Consumers who do not provide the correct address can be held liable under Article 1460 of the Civil Code. Goods that have been sold become the responsibility of the buyer from the time of the agreement, even though delivery has not yet been made. For these goods, the seller has the right to claim costs. This is in accordance with Article 1243 of the Civil Code, if the consumer neglects his obligations, the consumer is obliged to pay compensation.

CLOSING

1. Conclusion

When it comes to online buying and selling that accepts COD payment methods, there is often a problem when buyers refuse to pay for the agreed transaction, even though they have opened the package. Not meeting the buyer's expectations about the item or not having the money when the item is delivered are two common reasons. However, there is no excuse for such actions. Buyers should understand the COD payment method by paying first before opening the package. In addition, it is important to report complaints by including an unboxing video as evidence to avoid violence, court, or litigation. Some e-commerce has their own policies regarding COD payment methods; For example, they can block and freeze accounts that use this method. The consumer's actions are considered to be in default so that they can be held liable in the case of payment through the COD system by compensating if there is a claim in accordance with Article 1243 of the Civil Code.

2. Suggestion

The suggestions in this writing are:

1. Educate consumers about the COD payment system and the rules that apply in the marketplace.
2. Create clear guidelines and policies regarding COD payments.
3. Encourage the use of video evidence during package opening to resolve disputes.
4. Provide mediation and dispute resolution mechanisms between businesses and

consumers.

5. Evaluate and take action against violations related to COD payments.
6. Effective communication with consumers regarding COD payment procedures and item discrepancies.

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