

**LEGAL PROTECTION OF THE PARTIES TO THE IMPLEMENTATION OF
THE SALE AND PURCHASE AGREEMENT THROUGH E-COMMERCE****Via Puja Laksana**

Department of Legal Studies, Faculty of Law, Universitas Muhammadiyah Surakarta

c100210165@student.ums.ac.id**Moh. Indra Bangsawan**

Department of Legal Studies, Faculty of Law, Universitas Muhammadiyah Surakarta

mib136@ums.ac.id**ABSTRACT**

This research explores the dynamics of e-commerce in the context of the balance of rights and obligations between business actors and consumers, with a focus on the implementation of a regulatory framework that ensures the security and convenience of digital transactions. The research methodology adopts a normative juridical approach with descriptive characteristics, using data collection techniques through literature study and qualitative descriptive analysis to obtain a comprehensive understanding of the phenomenon under study. Research results indicate the existence of specific objects in e-commerce contracts that are explicitly regulated in Article 1320 3rd of the Civil Code jo Article 9 of Law No. 1 of 2024 concerning the Second Amendment to Law No. 11 of 2008 concerning Electronic Information and Transactions. Legal protection for consumers in transactions through e-commerce platforms such as Shopee is implemented through regulatory triangulation which includes the Civil Code, Consumer Protection Law No. 8 of 1999, and the Electronic Information and Transactions Law. The regulatory framework covers aspects of consumer rights protection and loss compensation mechanisms. E-commerce platforms implement liability systems through comprehensive terms of service, including reporting and consumer loss resolution procedures. This research underscores the significance of holistic legal protection in creating an accountable and

transparent e-commerce ecosystem, with practical implications for the development of more adaptive digital commerce regulations.

Keywords: E-Commerce, Buying and Selling, Consumer Legal Protection.

INTRODUCTION

In civil law, consumers are defined as legal subjects who use goods or services for personal, family, or other parties (Devi 2020). This definition is in line with the provisions contained in Article 1 point 2 of Law Number 8 Year 1999 on Consumer Protection, which states that a consumer is any individual who utilizes goods and/or services available in the community to meet the needs of themselves, their families, other people, or other living beings. Furthermore, this law also emphasizes that goods or services used by consumers may not be resold. This shows the importance of protecting the rights of consumers, considering them as parties who play an active role in supporting the economy, but are vulnerable to abuse by business actors. Therefore, a clear understanding of the definition and rights of consumers is fundamental to the implementation of effective legal protection in Indonesia.

Rapid developments in information and communication technology have brought about fundamental changes in the global economic system, including in Indonesia (Mayasari & Rudy, 2021). The transformation to a digital economy allows businesses to carry out their trading activities without attachment to a physical location. Consumers no longer have to visit stores directly to make transactions. With easy access through internet-connected devices, both producers and consumers can transact more quickly, efficiently, and without geographical restrictions (Litvinenko, 2020).

In the context of binding law, the recognition of electronic contracts as a valid form of agreement is still a legal issue that requires in-depth study. Article 1313 of the Civil Code defines an agreement as a legal act involving two or more parties, in which one or more parties bind themselves to the other party. This provision does not explicitly require a written form in the formation of an agreement, so that normatively, electronic contracts can be categorized as agreements as long as they meet the elements specified in civil law (Ardyan & Prawesthi, 2025).

The validity of an agreement is not only determined by the fulfillment of the elements stipulated in Article 1320 of the Civil Code, but must also be based on fundamental principles in the law of engagement, one of which is the principle of honesty. This principle becomes the main pillar in the formation and implementation of agreements, not only in conventional buying and selling transactions but also in the scope of digital-based transactions (Fadila et al., 2024). If the principle of honesty is not fulfilled as stipulated in Article 1320 to Article 1329 of the Civil Code, then the agreement has the potential to experience legal defects which have implications for the cancellation of the obligation. In addition, in every agreement, the good faith of the parties involved is an essential element to ensure a legal relationship based on trust and a balanced responsibility between the rights and obligations of each party (Bronckers & Grun 2021).

Electronic-based trading (e-commerce) is expected to realize the balance of rights and obligations between business actors and consumers. In Indonesia, attention to consumer protection has increased significantly, given its urgency in creating public welfare. The balance between the interests of business actors and consumers plays a role in creating economic stability that is oriented towards justice and the overall welfare of the people (Elviandar et al., 2018).

In order to provide stronger legal protection for the parties in electronic transactions, the government has regulated legal mechanisms through the Electronic Information and Transaction Law (Giawa & Fatmawati, 2024). This regulation aims to improve the safety and convenience of online transactions. Digital-based business models offer efficiency and flexibility, where geographical barriers are no longer an obstacle in buying and selling activities. Thus, transactions can be conducted without the need for physical meetings between the parties involved.

Although electronic trading systems offer various conveniences, the potential loss for one of the parties in the transaction remains a problem that must get serious attention (Wijaya et al., 2021). An example of a case that reflects the existence of risks in online transactions is the case experienced by the *Usual* perfume brand. In transactions carried out through the *Shopee* marketplace, the seller has fulfilled its obligations properly. However, in the delivery process,

the goods were damaged due to the negligence of the expedition service. As a result, the seller suffered a loss of IDR 269,000 because he had to replace the damaged goods with new products, even though the fault did not originate from his side.

Conversely, the buyer can also suffer losses, as happened in the case of the purchase of a Picanto car rearview mirror through the *Facebook* marketplace. In the transaction, the seller included a description of the goods stating that the product sold was the right-side mirror of the car. However, after the transaction was completed, the buyer received a bar of soap instead of a rearview mirror. This incident resulted in a loss of IDR 800,000 to the buyer.

As a legal basis that regulates the protection of both consumers and business actors, Law Number 8 Year 1999 on Consumer Protection is an important instrument in providing legal certainty for both parties. This law regulates the rights and obligations of each party in a business transaction, which is expected to create a fairer and more transparent trade ecosystem.

Based on the above description, it is necessary to conduct in-depth research related to the legal regulation of sale and purchase agreements through e-commerce in Indonesia, as well as the legal protection mechanisms for the parties involved in the implementation of the agreement. This research is expected to contribute to the development of more comprehensive regulations to ensure legal certainty and protection of rights for business actors and consumers in digital transactions.

RESEARCH METHOD

This research implements a normative juridical research methodology with the aim of systematic exploration of the regulatory framework governing aspects of legal protection in electronic transactions, particularly in the context of e-commerce. The research orientation is directed at a comprehensive elaboration of legal instruments governing digital transactions and legal protection mechanisms for entities involved in electronic commerce activities. This investigation focuses on constructing an in-depth understanding of the implementation of regulations in providing legal protection to consumers and businesses in the dynamic e-

commerce ecosystem. This approach enables an in-depth analysis of the interaction between the legal framework and contemporary e-commerce practices.

The nature of this research is descriptive analytical, which aims to construct an accurate representation of the specific attributes of a phenomenon, individual or group in the context of e-commerce. This methodology facilitates the exploration of correlations between various manifestations in the socio-legal dynamics of digital society. This research is not only limited to a phenomenological description, but also seeks to construct a comprehensive perspective on the applicability of law in creating an equitable digital transaction ecosystem. The analysis is directed at identifying and evaluating the effectiveness of legal protection mechanisms in the context of electronic transactions.

The methodological implementation of this research integrates the case approach and the statutory approach simultaneously. Through the case approach, the investigation focused on analyzing incidents of lawlessness in the context of e-commerce transactions, which enabled the identification of empirical challenges and the formulation of pragmatic solutions. Meanwhile, the statutory approach is manifested through a comprehensive analysis of the applicable regulatory hierarchy, both general and specific to electronic transactions. The integration of these two approaches enables a holistic evaluation of the effectiveness of the regulatory framework in a practical context.

The acquisition of research data was carried out through extensive documentation studies, including exploration of primary legal materials in the form of regulations relevant to electronic transactions. The search was conducted on the spectrum of regulations governing online buying and selling activities, with an emphasis on aspects of legal protection in the context of e-commerce platforms. Data analysis adopted a qualitative descriptive approach that emphasizes in-depth interpretation of textual and verbal data. This methodology is designed to produce comprehensive conclusions regarding legal problems in e-commerce practices and an evaluation of the effectiveness of available regulatory solution (Betriana et al., 2021).

RESULT AND DISCUSSION

Arrangement of Sale and Purchase Agreement through E-Commerce

A sale and purchase agreement through e-commerce is an electronic contract as stipulated in Article 1 point 17 of the Electronic Information and Transaction Law. This contract is valid if it meets the requirements in Article 1320 of the Civil Code and is affirmed in Article 47 paragraph (2) of Government Regulation No. 88/2012. In treaty law, e-commerce transactions are valid because they meet the subjective and objective requirements. The process follows the general principles of the agreement, such as account registration, approval of platform terms, and price agreement through the “check out” mechanism (Hanafiiah & Apriani, 2022). Even without face-to-face meetings, the principle of consensualism in Article 1458 of the Civil Code still applies, where a contract is deemed to occur when there is a statement of agreement. However, the agreement can be canceled if there is a defect of will such as *dwaling*, *dwang*, or *bedrog* (Articles 1322-1328 of the Civil Code).

Law No. 1/2024 as a revision of the Electronic Information and Transaction Law stipulates that an agreement in an e-commerce transaction occurs when the product is displayed with clear information (Article 6), the buyer gives consent according to the procedure (Article 8), and the seller has integrity that can be assessed through a Reliability Certification Agency (Article 10) (Santosa & Purwaningsih, 2024; Tesalonica et al., 2021). However, certification is optional, so consumer protection still relies on the goodwill of the business actor (Wibisana et al., 2024).

Regarding legal capacity, the Electronic Information and Transaction Law does not regulate the age limit of transaction actors, so it still refers to Articles 1329-1331 of the Civil Code. The debate on legal maturity still exists, with some parties referring to the age of 21 based on Article 1330 jo Article 330 of the Civil Code. This shows the need for harmonization of rules with the development of digital transactions.

Legal Protection of Parties to the Implementation of the Sale and Purchase Agreement through E-Commerce

1. Default in the Implementation of Sale and Purchase Transactions Through E-commerce

Disputes in e-commerce transactions are generally caused by default, which is the failure of one party to fulfill its obligations as stipulated in Article 1236 of the Civil Code (Yuspin & Hatinuray, 2015). In e-commerce such as *Shopee*, transactions are conducted through an electronic system agreed upon by the parties (Attamimi & Aulia, 2024).

One example of default happened to a smartwatch buyer who felt aggrieved because the goods received did not match the description. Although claimed to be waterproof with a one-month warranty, the watch was damaged after being exposed to water, and the warranty claim was rejected. As a result, the buyer suffered a loss of IDR 656,000. On the other hand, other cases show losses to sellers, as experienced by perfume brand *Usual*. In transactions through *Shopee*, *Usual* has fulfilled its obligations, but the goods were damaged due to the negligence of the expedition. As a result, the seller had to replace the goods and suffered a loss of IDR 269,000, even though the damage was not caused by the seller.

In the first case, the seller's default meets the elements of fault based on Article 1453 of the Civil Code, because there is an element of intent or negligence, namely selling goods that do not meet specifications and have the potential to harm the buyer. Meanwhile, in the second case, the default occurs due to the negligence of a third party (expedition), which is responsible for the damage of the goods as stipulated in Article 1238 of the Civil Code. Therefore, e-commerce such as *Shopee* provides facilities for electronic transactions, but still has the potential to cause disputes between sellers and buyers regarding the goods, services, or information being traded.

2. Legal Protection of the Parties in the Sale and Purchase Transaction through E-commerce

Legal protection for consumers in trade transactions can be realized in two forms, namely through statutory regulations and agreements made between the parties (Syam et al., 2021). Statutory regulations are considered more effective because they can be used as a legal basis for the parties and have legal force that can be enforced by the government.

As an intermediary platform, *Shopee* provides a dispute resolution mechanism for buyers who feel aggrieved due to defaults made by sellers. For this reason, *Shopee* offers a feature to return goods or funds for various reasons that can be submitted by buyers, such as products received are incomplete, wrong type or color, defective, malfunctioning, not original, or do not

match the description or photos. In addition, buyers can also file a return if the order is not received.

The dispute resolution process in *Shopee* begins with an investigation of the case based on the evidence provided by both the buyer and the seller. *Shopee* may also request additional documentation within a certain timeframe to support the investigation process. During this process, *Shopee* suggests that both parties continue to communicate via the chat feature in order to find the best solution.

Buyers who wish to apply for a refund can do so through a special feature on the ordered product page. Before applying for a return, buyers can discuss with the seller to reach an agreement. If the buyer chooses the partial refund option, both parties are given one day to respond and approve or reject the proposed offer. Buyers also have the opportunity to bid the refund amount up to three times. If during the refund process there is a discrepancy between the amount of funds received and what should have been, buyers can contact *Shopee* Customer Service by attaching the relevant evidence so that the issue can be followed up according to the platform's policy.

3. Legal Protection under the Civil Code

In the juridical perspective of the Civil Code, the seller's responsibility for hidden defects in goods is an absolute obligation that does not depend on the seller's knowledge of the existence of such defects. This provision is explicitly contained in Article 1506 of the Civil Code which regulates the seller's obligation to bear hidden defects, unless there is an explicit agreement stating otherwise. Furthermore, Article 1508 provides that in the event that the seller is aware of a defect in the goods, the juridical consequences are not only limited to the return of the purchase price, but also include compensation for costs, losses and interest incurred by the buyer in the transaction.

The implementation of the seller's responsibility in the context of commercial transactions is comprehensive to the object being traded. The manifestation of defects or discrepancies in the goods delivered to the buyer is categorized as a default, which represents a violation of the substance of the sale and purchase agreement. The juridical consequences of such a default require the seller to compensate for the loss suffered by the buyer, including the restoration of the

price paid for the goods in the transaction.

Regulations in the Civil Code give the buyer the authority to determine the resolution mechanism in the event of default. Article 1480 of the Civil Code explicitly stipulates that in situations where the seller fails to deliver the goods in accordance with the terms of the agreement, the buyer has the legal right to apply for cancellation of the transaction based on the provisions contained in Articles 1266 and 1267.

In the context of legal protection, the Civil Code constructs a comprehensive regulatory framework to protect the interests of buyers in commercial transactions. This regulation not only guarantees the quality of the goods traded, but also provides a structured compensation mechanism in the event of default. The implementation of this regulation aims to create a fair trade ecosystem and provide legal certainty for parties involved in commercial transactions.

4. Legal Protection Based on Law Number 8 Year 1999 on Consumer Protection

Regulations regarding electronic transactions through e-commerce platforms such as Shopee have been comprehensively articulated in Law No. 8/1999 on Consumer Protection, specifically in Chapter IV which regulates operational restrictions for business actors. The provisions in Article 8 paragraph (2) explicitly prohibit the commercialization of deteriorated, defective, or contaminated products without transparency of information to consumers. Further elaboration in Article 9 paragraph (1) emphasizes the prohibition against deceptive promotional or advertising practices, including inaccurate claims regarding discounts, quality, or condition of goods that have the potential to harm consumers.

In terms of contractual regulation, Chapter V of this Law specifically regulates the restriction on the implementation of standard clauses, which is contradictory to the prevailing legislation. Article 18 paragraph (1) outlines an explicit prohibition on the incorporation of standard clauses that aim to eliminate the responsibility of business actors for the products being traded. This regulation accentuates the significance of consumer protection from potential prejudicial clauses implemented in commercial contracts, particularly in the context of electronic transactions where consumers are entitled to obtain products that conform to specifications without hidden defects.

Chapter VI of this Law elaborates on the liability aspects of business actors, stipulating that

in the event of default, such as the manifestation of product defects, business actors have legal obligations in accordance with the provisions of Articles 19 to 23 of the Consumer Protection Law. This regulation provides a comprehensive guarantee for consumers to obtain restitution in the event of discrepancies between actual products and contractual specifications. The aspect of business accountability for product quality is a fundamental element in the consumer protection system, especially in the context of digital transactions that are prone to information asymmetry.

As a *lex specialis*, Law No. 8/1999 on Consumer Protection has supremacy over the provisions of the Civil Code in the event of regulative contradictions. However, provisions of the Civil Code that do not contradict the Consumer Protection Law still have legal validity as regulative complements. The synergy between these two legal instruments results in a more comprehensive consumer protection framework in e-commerce transactions, creating a digital trade ecosystem structured around the principles of transparency and equity.

5. Legal Protection Under Law Number 1 Year 2024 on Electronic Information and Transactions

In a contemporary juridical perspective, electronic contracts in e-commerce have gained legal legitimacy equivalent to conventional contracts, as articulated in Article 1 point 2 of the Law on Electronic Information and Transactions. The manifestation of consumer consent through digital mechanisms is interpreted as a form of acceptance of contractual provisions. However, empirical reality shows the prevalence of disputes in electronic transactions, both from defaults and actions that contain criminal elements, such as fraud or misuse of consumer personal data. The significance of adherence to applicable regulations is crucial in mitigating these potential disputes.

In the context of transnational jurisdiction, Article 38 of the Electronic Information and Transaction Law accommodates the public's right to file a lawsuit against electronic system providers that cause harm. This provision correlates with Article 23 of the Consumer Protection Law which authorizes relevant institutions such as the National Consumer Protection Agency (BPKN) in consumer dispute resolution. Default disputes in electronic transactions emerge from contractual relationships that generate legal obligations, where non-fulfillment of obligations can be classified as a default that can be resolved through civil or criminal mechanisms.

In the criminal realm, violations in electronic transactions that contain criminal elements are regulated in Article 19 paragraph (4) of the Consumer Protection Law. Manifestations of criminal offenses can take the form of misrepresentation of product information or embezzlement of funds that harm consumers. Indonesian regulations implement definitive sanctions against cybercrime in the context of electronic transactions to ensure justice and legal certainty for consumers.

Law No. 1 Year 2024 as the second amendment to the Electronic Information and Transaction Law introduces comprehensive protection for e-commerce consumers through various aspects. This regulation includes supervision of the identity and legality of business actors (Article 9), protection of personal data (Article 26), the right to accurate information, and transparency of transaction mechanisms including payment systems, distribution, and dispute resolution.

The legitimacy of e-commerce contracts is based on the fulfillment of the criteria of Article 1320 of the Civil Code, although the aspect of lawful causation is not explicitly elaborated in the Electronic Information and Transaction Law. Legal protection for consumers on e-commerce platforms such as Shopee is implemented through the convergence of the Consumer Protection Law and the Electronic Information and Transaction Law, which provides compensation mechanisms through refunds, fraud prevention, and personal data protection. The platform's liability is limited in accordance with its terms of service, but still includes compensation for losses caused by the platform's operational system.

CONCLUSION

Law Number 1 Year 2024 as the second amendment to the Electronic Information and Transaction Law provides protection for consumers in e-commerce transactions, which includes several aspects. First, there is supervision of business actors to ensure clarity of identity and official licenses as stipulated in Article 9. Second, the protection of consumers' personal data from being misused, as stated in Article 26. Third, the right of consumers to obtain clear and

correct information about products, as guaranteed in Article 9. Fourth, transparency in transaction mechanisms to ensure legal certainty.

Based on Article 1320 of the Civil Code, e-commerce contracts must fulfill the validity requirements of an agreement, including a clear object of agreement and a lawful cause. However, the requirement regarding lawful cause is not explicitly regulated in the Electronic Information and Transaction Law. Legal protection for *Shopee* consumers is based on the Consumer Protection Law and the Electronic Information and Transactions Law, which give consumers the right to file a lawsuit if they suffer losses. The form of responsibility of *Shopee* and businesses in online transactions is regulated in *Shopee's* terms of service, which includes refund mechanisms, blocking fake seller accounts, and personal data protection. *Shopee* is liable for losses caused by their system errors, with compensation in the form of a refund or replacement of goods. However, there are limitations to *Shopee's* liability in certain instances in accordance with established policies.

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