



***Liability of Consumers Against Producers Through E-Commerce Against Sellers
with a Cash on Delivery Transaction System***

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ABSTRAK

The dynamics of competition in the business world are now increasingly advanced and up-to-date. There are developments in the science of digital information technology around the world, with the utilization of the Internet as a medium of communication. Commerce more and more rely on electronic electronic commerce (E-Commerce) for transaction media facilities. The transaction method is made easy and provides various forms of payment such as credit card/visa, bank transfer, visa debit, joint account, pay later, e-wallet, cash at retail outlets, and cash on delivery. The number of e-commerce users who use cash on delivery causes legal problems to arise. This research uses a qualitative method with an empirical juridical research approach. Empirical juridical research, which can also be called field research, examines the applicable legal provisions and examines what examines the applicable legal provisions and what happens in reality in the community. in the community. Data collection techniques were conducted by researchers using observation, interviews and documentation. Based on the results of the research it shows that if there is negligence caused by the E-Commerce producer, which causes losses where the goods received are not in accordance with what has been promised, then the fulfillment of the elements of default as stipulated in Article 1243 KUHPperdata and the producer has the right to be responsible to consumers who are harmed. who is harmed? Forms of producer responsibility include costs or new goods according to the initial agreement of the e-commerce platform, as well as dispute resolution, which can be done by litigation or non-litigation.

Keywords: cash on delivery, consumer, e-commerce, sale and purchase, liability, manufacturer

INTRODUCTION

The dynamics of competition in the business world are now increasingly advanced and updated in line with the development of digital information technology science (El Kadiri et al., 2016). The world has experienced increasingly rapid progress related to the development of technology and information. Technology helps humans develop creativity in marketing and sales. Product marketing has increased by using the latest technology. Humans get work done faster with the involvement of technology. Having easy access to information itself has created social, cultural, and economic changes in the world. Indonesia has also made progress in technological developments and its business. Innovation in doing business online is one of them, with the use of the internet as a medium of communication (Negruşa, Rus, & Sofică, 2014). Doing business, for example, increasingly relies on electronic commerce (E-Commerce) as a means of transaction media.

Online transactions are the latest way to carry out buying and selling activities by utilizing technology (Alzoubi, Alshurideh, Kurdi, Alhyasat, & Ghazal, 2022). Online transactions also attract quite a lot of attention because of the convenience provided in making purchases and also the ease with which a person can choose and buy the desired goods from a short distance or a distance that is very difficult to reach. With e-commerce, everyone can buy the goods they are in demand for, even if they are out of reach, and with ease of getting only with an internet quota or a Wi-Fi network, all people in the world can connect with each other. Real evidence of the existence of business in the digital world is the existence of E-Commerce applications such as the most commonly used in Indonesia, which include Shopee, Lazada, Tokopedia and Bukalapak. The convenience obtained by using the application only needs to see the image, product price, and product description to buy the product. In addition, with the application, consumers can see the existence of branches and reviews from previous buyers, which will make it easier for other consumers to buy a product. An electronic (online) transaction is also a sale and purchase agreement that is the same as conventional sales and purchases in general (Rosidi, Zainuddin, Faisal, & Saleh, 2021). An E-Commerce transaction also contains a principle of consensualism, which means an agreement from both parties. This offer and acceptance is the beginning of the agreement between the parties concerned. The online bidding and acceptance process is no different from the bidding and acceptance process in general. The difference is only in the media used; in E-Commerce transactions, the media used is in the form of the Internet (Maity & Dass, 2014). E-Commerce is here to provide convenience to its users in selling and buying. Therefore, the method of payment transactions is also made easy and not inconvenient so that the benefits of E-Commerce can be achieved.

The E-Commerce application provides various forms of payment, including Credit/Visa Cards, Bank Transfers, Visa Debits, Joint Accounts, Cash On Delivery (COD), Paylatters, E-Wallets, and Cash at Retail Outlets. According to a market study conducted by App Annie in 2019, the use of COD payment methods in Southeast Asia, including Indonesia, is still quite high. In the survey, around 51% of online shoppers in Indonesia use COD as a payment method. Meanwhile, based on a report from Forbes Indonesia in 2020, COD is also still the most widely used payment method by customers on Lazada in Indonesia and the Philippines. The following is a source link from the Forbes Indonesia report, which shows that around 57% of consumers in Indonesia choose COD as their favorite payment method, followed by payment methods through bank transfers and digital wallets (Jameaba, 2020).

Table 1.
Report From Forbes Indonesia

Year	Survey Data	Survey Source
2019	51%	App Annie
2020	57%	Forbes Indonesia
2021	48,1%	iPrice Group

2022	83,11%	Central Statistical Agency (BPS)
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According to a report by iPrice Group in 2021, which observed payment trends in Southeast Asia, especially Indonesia, the cash-on-delivery (COD) payment method is the most widely used payment method in online stores, with payments reaching 48.1% of total transactions. The 2022 survey by the Central Statistics Agency (BPS) entitled 'E-Commerce Statistics 2022' 83.11% of them use the Cash On Delivery (COD) feature as an E-Commerce payment. Based on the results of an interview conducted by the author at the JNT Kramatwatu package delivery outlet, on May 6, 2023 at 11.18 WIB with his employee named Mayang, According to him as an employee of the JNT outlet in 2023, packages sent to sub-districts in the Kramatwatu area every day enter the outlet to send around 150-200 packages per day. These packages include reaching 50% of the total transactions using the Cash On Delivery (COD) method for payment of the package and the rest using other transactions (Ábel, 2020). JNT couriers who also send goods can also receive approximately 200 packages a day and more than 50% of the packages use the Cash Delivery or COD method and others use other payment methods such as banks, outlets, mini markets and others.

Furthermore, if you look at which one uses the Cash On Delivery (COD) feature most often between women or men, then when viewed from the results of a survey conducted by the Indonesia E-commerce Association (idEA) in 2020 shows that 56.9% of COD users in E-Commerce are women, while 43.1% are men. The results of the survey show that women are more likely to use COD than men in Indonesia (Himawan, Bambling, & Edirippulige, 2018). Women most often use this feature because those who do not use credit or debit cards can still shop online and pay after the package arrives at their homes without having to have a debit or credit card first. According to the results of a survey conducted by iPrice Group in 2021 on more than 1,000 respondents in Indonesia, the most frequently purchased products using the Cash on Delivery (COD) payment method in e-commerce are fashion products such as clothing, shoes, and fashion accessories. As many as 60% of respondents stated that they prefer COD to buy fashion products. Followed by electronic products with 33% of respondents, and beauty products with 7% of respondents. This indicates that the payment COD is more widely used by buyers who buy fashion products online (de Kerviler, Demoulin, & Zidda, 2016).

Behind the good benefits felt in utilizing technology to transact online, there are still several factors that are weaknesses in transacting using digital technology (Khan, Olanrewaju, Baba, Langoo, & Assad, 2017). Factors that affect weaknesses in online transactions include transaction security, service quality, risk perception, inconvenience in using the platform, and distrust in the transaction system. All of these factors can affect consumer trust and satisfaction in online transactions. In general, there are several factors that are weaknesses in online transactions, namely, leakage of privacy data, fraud and privacy data leakage, where these criminals usually steal important victim's personal information, such as credit card numbers or passwords on accounts that will be used for purposes that are detrimental to the data owner, inconvenience in using the platform because the

website or application used often experiences bugs in users who making service users feel uncomfortable, and it is difficult to return the product if the product is felt to be not in accordance with consumer expectations due to a lack of consumer knowledge about the policy or the manufacturer has a policy of not being able to return the goods that have been ordered.

The number of people who shop online without learning the basics of online shopping, which is actually in the initial service when registering using the E-Commerce application, is what increases the rate of legal acts (Barkatullah & Djumadi, 2018). There is a problem with online transactions in Indonesia that must receive serious attention. Especially because of the Cash On Delivery (COD) service, where there are three parties involved in this transaction, and it is also the most widely used transaction method. First, as a producer of goods, then a courier who will deliver the goods that have been purchased by consumers in the form of packages that have been packaged by the seller, then a third party, there is a buyer who will receive the package and make payments for the package. Online transactions require legal arrangements if there are legal problems that may occur, especially because consumers have universal rights, namely the right to safety in making transactions and also the right to get protection in keeping consumers' personal data safe.

With rapid online shopping, people must also be more observant and careful in choosing applications or products that are being traded (Grange, Benbasat, & Burton-Jones, 2019a). The frequent occurrence of product damage when shopping online makes consumers feel disappointed and lied to, so consumers choose to return the package and not pay for the package because it is not in accordance with what was ordered in the E-Commerce application. In fact, in practice, Cash On Delivery (COD) payments require consumers to pay first for the goods that have been selected and purchased; then, after that, consumers can only check the product after completing the payment to the courier who delivers the product. However, in real practice that occurs in the field, consumers often open the product before making a payment and are reluctant to pay for the product if the product is not in accordance with the order or according to the consumer's wishes (Lantos, 2015). Because of the ignorance of consumers in transacting in E-Commerce, this is what causes several problems in using the Cash On Delivery (COD) payment method.

Errors in defective or non-compliant products are what cause legal problems because there is no firmness in the rules regarding Cash On Delivery (COD) and there is no general socialization regarding COD transactions. Therefore, the author provides some examples of Cash On Delivery (COD) cases that occur in real Indonesia, especially those that occur in the Serang Banten Regency area, Kramatwatu-Waringinkurung Serdang District.

Table 2.
Examples of cases

Name	Age	Year of occurrence	Reasons to Choose COD in E-Commerce	Applications used	Problems that occurred
Abdul Razak	49	2019	Simplify the payment process	Lazada	Buying vegetable scales in the Lazada application, but when it came, 3 out of 5 scales were damaged quite severely. So that because he had made COD payments directly, Abdul asked the seller to take responsibility by providing evidence in the form of photos and videos of damage to the goods, after which Abdul submitted a return of the goods on the Lazada page to get the seller's responsibility for the goods he ordered.
Biological	41		Comfortable to pay at home	Shopee	Ordered 3 clothes but the materials that came were not as drawn so that when the package was received and payment had been made. Hayati complained and scolded the seller. After that, the seller directs to return the product and the product is returned according to the seller's direction. Hayati gets her money back.
Mulyadi	51	2021	Don't have a bank account	Lazada	When ordering perfume on Lazada with the COD feature, the perfume came with the box dented and the contents seemed to spill because of the smell of perfume from the box. I decided to return the courier product and asked the courier to just return the product because it was leaking and the cardboard was dented.
Nurul Egi			Practically pay directly	TiktokShop	When ordering clothes at Tiktokshop with the COD feature, the clothes that are

					responded to and directed to be returned with postage costs are borne by the seller but experience problems because Nurul has ordered the goods received. So it cannot be returned through the application. Nurul also used to order another shirt with the correct size and asked the seller to send it with the correct and good size, then after the second item arrived, Nurul clicked on the inappropriate order so she asked for the return of the first shirt and received the compensation for the money back.
Velonny Jihan		2023	Because the E-Commerce account is not premium	Shopee	When the goods are in Velonny, make a COD payment to the courier. He bought a 200ml bottle but the size that came was not suitable, so he applied for a return. But because she didn't understand, Velonny finally applied for a return by sending the goods herself without following the directions according to the Shopee application. This mistake causes miscommunication between sellers and consumers. Because of this, Lonny as a consumer and the Seller as a producer of goods had a fight over the wrong step of returning, but finally the seller transferred the money through Lonny's bank account.
Revina	19	2023	Karna Easy to use	Lazada	Doing COD with the Lazada application, namely LCD goods for his cellphone, but when he has made the payment, the goods received

are severely cracked so that they will not be able to be used for the cellphone screen. He submitted a return by sending a video to the seller then clicking on the refund on the Lazada application and sending unboxing proof that the item received was damaged.

Based on the example of the case above, these are some of the weaknesses in this Cash Delivery (COD) transaction; for sellers, the shortcomings in this Cash Delivery transaction often lie in consumers returning goods inappropriately for various reasons. This will cause losses for the courier as the shipper of the goods, namely wasted precious time and for the producer who has to bear losses in the form of time, wasted packing costs, and returned goods (Gazdecki, Rejman, Kobus-Cisowska, Łaba, & Łaba, 2020). Especially for food producers whose food is returned or refused payment, it will be very detrimental to the producer. Meanwhile, for consumers, the weakness in Cash On Delivery payments lies in the inefficiency of the time, where payments take longer than using other payment methods such as bank transfers or credit cards. In addition, the pay-on-the-spot or COD system has additional costs located in the handling fee, which affects the price of the purchased goods and becomes financially ineffective compared to other payment methods that do not have additional handling fees.

The number of people who shop online without learning the basics of online shopping increases the rate at which legal acts occur (Wu, Chen, Chen, & Cheng, 2014). The existence of online transaction problems in Indonesia must receive serious attention, especially because of the Cash On Delivery (COD) service where there are three parties involved in this transaction. First, the buyer as the seller of the goods, then the courier who will deliver the goods that have been purchased by the consumer in the form of a package that has been packaged by the seller, then then the third party there is a buyer who will receive the package and make payment for the package. The frequent occurrence of product damage when shopping online makes consumers feel disappointed and lied to so that consumers choose to return the package and not pay for the package because it is not in accordance with what was ordered in the E-Commerce application. In fact, in practice, Cash On Delivery (COD) payments require consumers to pay first for the goods that have been selected and purchased; then, consumers can only check the product after completing the payment to the courier who delivers the product. Online transactions require law if there is a legal problem that may occur, especially because consumers have universal rights, universal rights to safety in making transactions, and also the right to get protection in keeping consumers' personal data safe. With the rapid online shopping, people must also be more observant and careful in choosing applications or products that are being traded (Grange, Benbasat, & Burton-Jones, 2019b).

RESEARCH METHODS

Research is an organized, careful, and critical investigation that aims to find facts to determine something. Research is a translation of the word research, which comes from English. The word Research consists of two words, namely re, which means return and to search, which means to search. So, it can be concluded that the purpose of research is to search for knowledge.⁹ According to the Great Dictionary of Indonesian Language or KBBI, research can be interpreted as the activity of collecting, processing, analyzing, and presenting data in a systematic and objective way to solve problems or test hypotheses. While Approach is the process, the way, the act of approaching.

This research uses a qualitative method with an empirical juridical approach. To obtain data, researchers directly conduct field survey interviews (interviews), both structured and unstructured, by exploring primary data, secondary data and tertiary data. The analysis techniques used in this study are descriptive-analytical (Zarea, Rahmani, Hassani, & Hakim, 2018). Decipher, explain, analyze, and process data in the field, then based on laws and regulations.

RESULTS AND DISCUSSION

Consumer Liability to Producers Through E-Commerce to Sellers with Cash On Delivery (COD) Transaction System

The development of the business economy before the digital era was carried out in a conventional way by the way companies or business organizations did business using the approach that generally prevailed in the pre-digital era by promoting through TV, radio, newspapers, and magazines. Currently, the focus of economic and business activities is aimed at the fields of production, distribution, marketing, and finance, which are still traditional and limited without the existence of sophisticated and effective electronic media as they are now (Hutt & Speh, 2021). Entering the digital economy era, the economic system should begin to be closely bound by the use of digital technology and also be able to make good use of internet infrastructure to carry out economic activities in a holistic manner, both the production, distribution, and consumption of goods and services digitally. This activity provides facilities for economic processes efficiently and automatically

Because of the ease of this digital transaction, E-commerce is a form of exchange of information and business without paper, but electronic data is used on other internet networks to generate digital business between consumers and producers (Jain, Malviya, & Arya, 2021). E-Commerce has a very wide application and can be reached by anyone as long as it is connected to stable internet connectivity. So in general, e-commerce is a business electronics. The existence of digital business electronics or e-commerce has changed the way companies view business activities. Broadly speaking, with the existence of business electronics or e-commerce, humans have changed the way they interact and carry out activities, especially in this case, the trading mechanism (Vulkan, 2020).

Generally, conducting legal business relations in civil matters, especially in buying and selling transactions with conventional methods, refers to economic transactions where sellers and buyers will meet directly or face-to-face to be able to carry out buying and selling transactions using money as the exchange rate. Usually, this activity is carried out through face-to-face meetings in places such as shops or traditional markets. Along with the development of technology and information, humans face the ease of transactions, which is very helpful in increasing efficiency in shopping quickly and easily (Inman & Nikolova, 2017). Technology allows shoppers to quickly find the desired product, compare prices from different sellers, and even make transactions without having to leave the house. Not only does this save time, but it also provides wider access to a wide selection of products and sellers in the global market.

The analysis is based on the Civil Code in the relationship between consumers and producers based on article 1320 of the Civil Code that consumers and producers have the validity of a sale and purchase agreement with electronic media carried out by two parties, namely consumers and producers, which is based on the principle of consensual which means that the parties to the agreement must agree, agree, or agree on the main matters in the agreement which leads to the purchase of goods that must be in accordance with the description and images listed in e-commerce. Buying and selling in e-commerce is considered to have occurred between the two parties after both, namely producers and consumers, have reached an agreement on the goods and prices sold by the producers, even though the goods have not been handed over or the price of the goods has not been paid. In e-commerce transactions, there is no bargaining process like in general in traditional market buying and selling transactions that are carried out directly (Gupta, Bindal, Agarwal, & Khandelwal, 2018). Consumers, as buyers, can look for e-commerce applications or stores whose prices and conditions are in accordance with the desires of consumers. An agreement is produced in an e-commerce transaction if the buyer agrees on the goods and the price offered by the seller (merchant). In the event that the first and second elements are not fulfilled, the contract can be canceled. If the third and fourth elements are not fulfilled, then the contract is null and void. If producers and consumers violate the provisions of inappropriate matters, it is in accordance with Article 1266 of the Civil Code, which states that there will be legal consequences for the violators of the agreement, including the right to compensation.

In the context of this relationship, in accordance with Article 1266 of the Civil Code, if consumers feel disadvantaged by the products provided by the manufacturer, the producer will get legal consequences in the consequences of what he violates, consumers have the right to ask for responsibility or responsibility in the form of lawsuits against e-commerce producers or can only ask for liability in the form of compensation in accordance with the goods or the nominal funds that have been spent by consumers to buy the product. Article 1338 of the Civil Code, this article emphasizes that the agreement must be carried out in good faith, which means that each party must carry out its obligations in accordance with the agreement that has been agreed upon. In this context, the producer, as the seller or owner of the product in the virtual e-commerce application, must ensure that the goods sent to the consumer are in accordance with the agreement, meaning in

accordance with the image and description of the goods are the same As shown on the product storefront page in the e-commerce application so that it does not cause legal consequences due to disappointment in consumers when receiving products or goods sold by the manufacturer because the manufacturer has carried out its obligations properly. However, if the producer as a seller acts in good faith in the sense that his obligation as a seller is not fulfilled, such as the product sent is not in accordance with what has been ordered, such as the case experienced by Mrs. Nurul Egi as an e-commerce user of tikok shop, she as a consumer buys clothes with the size she wants but it turns out that it is not in accordance with what was ordered so she asks for responsibility in the form of good faith for manufacturer to exchange or replace his clothes that were sent to the wrong side of the product he ordered. He asked for responsibility by confirming his order through a message on the available tiktoshop application even though it was initially ignored (Andronowitz, 2023). After giving a one-star rating, the store only responded and had good faith to be responsible for the product ordered by Mrs. Nurul so that she received a comparison of the form of responsibility of tiktoshop e-commerce producers in the form of clothes she ordered according to with the agreed or in this context in accordance with the order page and the decryption of the order he wants.

Meanwhile, based on an analysis based on the Consumer Protection Law with electronic data. In the Consumer Protection Law (UUPK) No. 8 of 1999 contained in article 1 states that the definition of a consumer is everyone who uses goods and/or services available in society, either for the benefit of oneself, family, other people or other living beings and not for trading. In Article 1 of the UUPK, it is explained that consumer protection is all forms of the government's efforts to provide protection to consumers. The main purpose of the UUPK is to protect consumers in transactions, and it is also a reference for business actors to maintain the quality of the products they sell. According to Article 3 of the Consumer Protection Law, consumer protection aims to:

- a) Increase consumer awareness, ability, and independence to protect themselves;
- b) Raising the dignity and dignity of consumers by avoiding them from negative access to the use of goods or services;
- c) Increase consumer empowerment in choosing, determining and demanding their rights as consumers;
- d) Creating consumer protection that contains elements of legal certainty and information disclosure as well as access to information;
- e) Fostering awareness of business actors about the importance of consumer protection so that an honest and responsible attitude in doing business grows.
- f) Improving the quality of goods and/or services that ensure the continuity of the business of producing goods and/or services, health, comfort, security, and safety of consumers.

Producers must implement their policies and practices in accordance with the applicable provisions to fulfill their obligations as producers and protect consumers in accordance with the

enactment of the Consumer Protection Law in Indonesia. In addition to this, the UUPK also mentions obligations to consumers, which have been regulated in Article 5, which reads:

- a) Read follow instructions related to procedures and information in using and utilizing products or services for the safety and security of consumers;
- b) Have good faith when making purchase transactions through Shopee;
- c) Make payments in accordance with the agreed product price;
- d) Follow dispute resolution efforts if a dispute arises between consumers and sellers.

Meanwhile, matters and obligations for business actors have also been regulated in Article 7 of the UUPK, including:

- a) Have Good Faith in selling;
- b) Convey information and product details honestly and clearly and explain how to use and maintain or improve the products or services that are traded;
- c) Providing services to consumers honestly and non-discriminatory;
- d) Providing assurance for the quality of products or services traded in accordance with the standard of the same;
- e) Providing opportunities for consumers to try, test or provide guarantees in the form of warranties for products or services being traded;
- f) Compensation should be provided in the form of compensation if consumers are harmed.

Paying attention to every problem that arises due to transactions through e-commerce media should consumers get maximum legal protection. A form of legal protection for consumers is protection provided to consumers as legal subjects with the provisions of existing legal rules. These provisions include prevention and enforcement efforts if consumers experience adverse events. Consumers, as users of goods and services in e-commerce, have the right to legal certainty. The form of legal certainty is in accordance with the article above in the form of providing detailed information about goods and services for consumers. In the process of protection provided to consumers in e-commerce such as Shopee, lazada, or tiktokshop, if consumers do not receive clear information about a product or the product received is not appropriate or damaged or causes consumers to suffer losses, then the producer as a seller in e-commerce has the obligation to replace or return the product from all forms of losses received by consumers in accordance with the provisions in Article 19 of the Consumer Protection Law paragraph (1) which states that "business actors are responsible for providing compensation for pollution damage and/or consumer losses due to consuming goods and/or services produced or traded." The form of consumer protection through e-commerce is related to e-commerce services in the form of guarantees.

E-commerce consumers have equal rights in obtaining related legal protection if they suffer losses that burden them due to online transactions. Any dispute between e-commerce consumers and producers can be resolved through the media provided on the platform page, but if a consensus is not reached, then the dispute will be brought to the District Court or the Consumer Dispute Resolution Board. This is in accordance with and related to Article 45 of the UUPK, which states:

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- a) Every aggrieved consumer can sue business actors through institutions in charge of resolving disputes between consumers and business actors or through the courts in the general judicial environment.
 - b) Consumer dispute resolution can be pursued through the courts or out of court based on the voluntary choice of the parties to the dispute.
 - c) Out-of-court dispute resolution, as referred to in paragraph (2), does not eliminate criminal liability as stipulated in the Law.

Dispute resolution between consumers and producers outside the e-commerce platform or through a court lawsuit is taken if the efforts to negotiate between the two are unsuccessful by one of the parties or by the parties to the dispute. Problems with other things in buying and selling in e-commerce also have many problems in transactions using the COD or Cash on Delivery system. COD is a payment method on the spot or a direct payment method after the order arrives through the courier as a third party. The purpose of the COD payment system is to provide convenience to buyers so that they do not need a bank account or credit cards, as well as with affiliated company outlets with other payment methods such as Alfamart, Alfamidi, and Indomaret. According to Angga (Putra, Nyoto, & Pratiwi, 2017) Basically, the COD transaction system offers payments that are handed over to couriers after the goods reach the buyer. There are four parties involved in this transaction,

- a) The seller who offers the item on the Marketplace. The seller is obliged to provide information on the goods sold clearly and correctly.
- b) A buyer is a party that buys goods from sellers through the marketplace. The buyer has an obligation to provide payment money worth the price of the goods purchased. On the contrary, the buyer has the right to receive the purchased goods according to the order.
- c) Marketplace is an internet-based online media platform that acts as a facilitator in conducting buying and selling transactions.
- d) Product Delivery Service Provider. Goods are third parties in e-commerce that are in charge of delivering goods to buyers who have previously been ordered to sellers through Marketplace.

Based on the results of an interview conducted by the author with Mr. Mulyadi, a consumer who is active in online shopping, regarding this COD problem, he said, "I gave the courier and didn't want to pay for the perfume because the cardboard was dented, I smelled the perfume that the perfume was leaking, so I just told the courier to go and return the product to the lazada seller. Instead of me accepting it, I lose." Based on the results of interviews related to the return of products directly from couriers, this is actually an inappropriate action, considering that couriers are only Delivering goods to consumers who are not the party who returns products or receive complaints related to products purchased by e-commerce consumers. Ideally, if it is related to this issue, it is further regulated by the Consumer Protection Law in Article 45 which states that the resolution of consumer disputes can be pursued through the court or out of court based on the voluntary choice of the parties to the dispute. Dispute resolution can also be carried out outside

the court, as referred to in paragraph (2), but does not eliminate criminal liability as stipulated in the Law. The dispute resolution process is divided into 2 (two) things according to the UUPK:

- a. Any consumer who is harmed or involved in a dispute can resolve his dispute through the general judicial body. The settlement of disputes against consumers through this court refers to the provisions on the applicable general court by paying attention to the provisions of article 45 of the UUPK,
- b. Outside the Court (Through the Consumer Dispute Settlement Agency (BPSK), resolving consumer dispute cases can be done through the Consumer Dispute Settlement Agency (BPSK). Where BPSK has a role to provide handling and settlement of disputes between sellers and buyers, especially consumers who feel that their rights have been harmed can apply through BPSK. However, it is very rare for consumers to report to the court or BPSK. This is because many disadvantaged consumers are reluctant to report this problem to the legal channel. The majority of consumers, as long as they can solve problems with deliberation, will do so. The connection to these problems, if carried out with transactions through the Consumer Protection Law, also provides

The solution to this dispute resolution is through the Court or Outside the Court (through the Consumer Dispute Settlement Agency (BPSK). In Indonesia, the Consumer Protection Law (Law No. 8 of 1999) and the Electronic Information and Transaction Law (Law No. 19 of 2016) are two main legal frameworks that have an important role connected to each other in terms of protecting consumers and regulating electronic transactions, especially in the face of new challenges in the digital era that make or involve privacy issues and data security for consumers. According to the ITE Law, the security of personal data in an electronic system includes defense against unauthorized use, defense against electronic system operators, and defense against unlawful access and interference. Article 26 of the ITE Law mandates that any use of personal data in electronic media must obtain permission from its owner to protect it from unauthorized use. Anyone who does not comply with this clause can face legal action for any losses he or she has suffered. Article 26 of the ITE Law reads as follows:

- 1) A person's consent is required if there is information regarding his/her personal data used through electronic media.
- 2) Whoever has the rights as referred to in paragraph (1) is violated may file a claim for compensation arising from this law.

The rise of cases of fraud against consumers such as fictitious online stores, theft of credit card numbers, and so on. This problem can be overcome by creating an institution that functions to ensure the legitimacy of online stores and gives permission to operate in operation. Transaction security issues related to the guarantee of legal certainty The implications of the development of online buying and selling are felt to have positive and negative sides. The positive aspect is that trading on the internet through online networks can increase the role and function of trading while providing an efficiency effect. The negative aspect is the issue of security in transactions using e-commerce media and juridically related to the guarantee of legal certainty. The security issues at

issue in this aspect are problems related to messages, problems in how to ensure that the message sent is intact to the recipient, the problem of the legitimacy of the transaction actor and the problem of the authenticity of the message so that it can be used as evidence. In addition, problems often arise with the use of online buying and selling services when a seller commits a default that harms the parties in the sale and purchase agreement. For example, there is fraud in the form of goods sold that are not suitable when the goods are already in the hands of the buyer, or there is damage or defects in the products sold by the manufacturer that cause losses to consumers.

Table 3.
Interview data and cases from Kramatwatu - Waringinkurung Serdang District

Name	Age	Year of occurrence	Reasons to Choose COD in E-Commerce	Applications used	Problems that occurred
Abdul Razak	49	2019	Facilitate the payment process	Lazada	Buying vegetable scales in the Lazada application, but when it came, 3 out of 5 scales were damaged quite severely. So that he has made a COD payment directly, Abdul asked the seller to take responsibility by providing evidence in the form of photos and videos of damage to the goods, after which Abdul submitted a return of the goods on the Lazada page to get the seller's responsibility for the goods he ordered.
Biological 1	41		Comfortable to pay at home	Shopee	Ordered 3 clothes but the materials that came were not as they were drawn until when the package was received and payment had been made. Hayati complained and scolded the seller. After that, the seller directs to return the product and the product is returned according to the seller's direction. Hayati gets her money back.
Mulyadi	51	2021	Don't have a bank account		When ordering perfume on Lazada with the COD feature, the perfume came with the box dented and the contents

					seemed to spill because of the smell of perfume from the box. I decided to return the courier product and asked the courier to just return the product because it was leaking and the cardboard was dented.
Nurul Egi	24	2023	Practically pay directly on the spot.	TiktokShop	When ordering clothes at Tiktokshop with the COD feature, clothes are ordered in large sizes but those that come in small sizes. Nurul awalnya_ does not like tersebut_ and
					paid for his COD goods as usual and after one week he only realized and complained to the seller but was not responded. So he gave 1 star and then was responded to and directed to be returned with postage costs borne by the seller but experienced problems because Nurul had ordered the goods received. So it cannot be returned through the application. Nurul also memakai_ how to order another shirt with the correct size and ask the seller to send it with the correct and good size, then after the second item arrived, Nurul clicked on the inappropriate order so she submitted the return of the first shirt and received the compilation of her money back.
Velonny Jihan		2023	Because the E-Commerce account is not premium	Shopee	When the goods are in Velonny, make a COD payment to the courier. He bought a 200ml bottle but the size that came was not suitable, so he applied for a return. But because she didn't understand, Velonny finally applied for a return by sending the goods herself without following the directions according to the Shopee

			application. This mistake causes miscommunication between sellers and consumers. Because of this, Lonny as a consumer and the Seller as a producer of goods had a fight because of the wrong step to return, but in the end the seller transferred the money through Lonny's bank account.
Revina	2023	Because It's Easy	Doing COD with the Lazada application, namely LCD goods for p, but when you have made a payment, the goods received are severely cracked so that they will not be able to be used for the p screen. la apply for a return by sending a video to the seller then clicking on refund on the Lazada app and sending unboxing proof that the item received is in a damaged condition.

Of most cases where there is a default, it is committed by business actors, for example, in sending the product of the goods ordered, the goods purchased are not in accordance with the information displayed or it can also be business actors who deliberately intend not to fulfill their obligations. Consumers' efforts to claim compensation can be done in two ways, according to the results of the author's analysis based on the ITE Law.

Forms of Producer Responsibility to Consumers Through E-Commerce to Sellers with Cash On Delivery Transaction System

In the business world, especially e-commerce platforms, two actors are known. The first perpetrator is a producer who produces and sells. The second factor is consumers, who have a role as buyers in e-commerce. In carrying out legal relationships, rights and obligations will arise that must be complied with and become obligations for business actors and consumers in complying with the rules of the legal relationship. Laws, consumers, and producers have intertwined relationships with each other. In its context, the law provides protection for consumers and also consumer compliance in the law. Sometimes, the legal relationship always has problems, as well as the relationship between seller and buyer transactions through electronic data is expected to have no problems, but in practice, it turns out that there is a problem among these problems, which is the default committed by e-commerce producers against consumers. So if there is a default, consumers have the right to ask for responsibility against the producer.

Responsibility according to law The theory of responsibility is a theory that analyzes responsibility as a legal subject or legal actor who has committed an act against the law or a criminal act to bear costs or losses or carry out a criminal punishment for his or her fault or negligence.¹⁰ The theory of legal responsibility in the context of business refers to the legal obligations and responsibilities that companies and individuals have in business economic activities, which covers various aspects such as obligations to employees, consumers, the environment, and parties involved in the business. This principle is important for maintaining corporate goodwill, fairness, and sustainability in digital economy practices.

Trade transactions with the internet or using e-commerce media are different from conventional transactions. Transactions in e-commerce media require consumers as buyers to access websites or e-commerce application media to find the desired goods. The payment mechanism is also varied; there are transfers, payments at the outlet, use of credit cards, cash on delivery, and pay on the spot when the goods arrive. Cash on delivery or on-site payments made using e-commerce electronic media such as Lazada, shop, or tiktokshop and making courier payments as a third party in the payment process. The implementation of online buying and selling in practice raises several problems, including manufacturers who send goods that do not meet the description, defects in the products received, and errors in the products received. The parties who carry out their responsibilities in accordance with the agreement that has been made through the electronic media can be sued by the party who feels aggrieved to get compensation for the losses they experience. Article 1320 of the Civil Code has stipulated that the agreement must meet the conditions for the validity of an agreement, namely agreement, skill, a certain matter and a halal cause. If the four legal conditions in the agreement have been met, then the agreement is valid and binding for the parties involved. Article 1, paragraph 6 of Law No. 11 of 2008 concerning Electronic Information and Transactions (UU ITE) stipulates that the implementation of electronic systems is the use of electronic systems by state administrators, persons, business entities, and/or the community. Furthermore, Article 15 paragraph (1) of the UUIE stipulates that every electronic system operator must operate the electronic system reliably and safely and be responsible for the proper operation of the electronic system (Law No. 11 of 2008).

Problems that arise by using e-commerce applications as purchases in digital shopping include when a producer as a seller has committed a default by harming the parties to the agreement, namely the consumer. Such as the existence of fraudulent or harmful elements such as goods purchased by consumers are not appropriate when the goods have arrived in the hands of consumers. Therefore, e-commerce users as consumers must and are entitled to security guarantees as based on Law Number 8 of 1999 concerning Consumer Protection article 4 paragraph 1, article 8, and article 20, which contains that consumers are entitled to legal protection, get guarantees that the goods received meet standards, and get compensation if they suffer losses.

Regarding the seller's obligation to bear these hidden defects, it is stipulated in Article 1504 of the Civil Code, which is explained in it (Article 1504 of the Civil Code), that the seller is obliged to bear hidden defects in the goods he sells, which causes the goods to be unable to be used

optimally. A hidden defect is a defect that is such that it is not easily visible or known to the buyer. Protection of consumer interests is necessary because in general, consumers are always on the disadvantaged party. Legal protection for consumers itself is carried out based on the principles of consumer protection as stipulated in Article 2 of Law number 8 of 1999 concerning Consumer Protection, which is formulated as follows: "Consumer protection based on benefits, certainty, justice, balance, security, and safety of consumers, as well as legal certainty" These principles are placed as the basis both in formulating laws and regulations and in various activities related to consumer protection.

Based on the results of an interview with one of the consumers who use Shopee user e-commerce, Mrs. Hayati said: "I was very disappointed with the manufacturer on the Shopee application, so I immediately complained because my order was not what I wanted. Although I was finally directed to return after I complained angrily to the admin chat." There is also a confession that comes from an interview by Mrs. Nurul Egi, who is an active user of tiktokshop; she said, "I ordered clothes with size XL, but the one who came was XL, yes, I complained but was not responded to. I also have a chat that is still not responding; I chat with WA, and it is also silent. Yaudah, because I was annoyed, I gave it 1 star so that I knew the owner. finally, after that, I was contacted and helped to replace the product." There are also other consumers who feel that the goods they receive are defective or damaged, like those experienced by Revina. She said, "I ordered an LCD for my cellphone, but the one that came was actually a broken LCD. Obviously, I don't want to, and I complained to ask for my money back." Based on the results of this interview, it was concluded that there are still producers who act in accordance with ethics or rules in e-commerce businesses that are able to cause losses to consumers. If this happens, the consumer can file a lawsuit for the losses they have experienced if, in other legal realms, this violates the law of default, namely, one of the parties is unable to fulfill the agreement that has been made jointly and without the consent of the other party.

In respect of a hidden defect, the buyer can return the goods or products to the seller by demanding a refund (money) of a portion of the purchase price. If the seller turns out to have known about the hidden defect, the seller is required to refund the entire amount, which is the (full) price that the buyer has paid him, not just part of the purchase price. This is as compensation suffered by the buyer as a result of the defect of the goods he sells (Article 1510 of the Civil Code). So the responsibility of the producer as a seller arises because of the relationship with the consumer and there are individual responsibilities that must be fulfilled. If there are things that are detrimental to consumers and proven to be detrimental, the producer, as the seller, must be ready to be responsible for providing compensation to consumers by following appropriate procedures.

Therefore, in addition to being given guarantees by e-commerce sellers, consumers also need guarantees from the government as well as legal guarantees and certainty from this government, which is now Law No. 8 of 1999 concerning Consumer Protection, which can provide an even

stronger position for consumers. In e-commerce, applications, and social media, there are certain ethics involved in claiming warranties on products purchased by consumers.

Based on article 7 of the UUPK regarding the obligations of business actors as sellers of goods, producers have the obligation to provide compensation if consumers, as disadvantaged parties, file a lawsuit for the products they receive that are not in accordance with the agreement. Producers, as sellers in e-commerce, must be responsible for consumers. The form of responsibility submitted by consumers is in the form of a refund or product return comparison and receiving the latest product that is in accordance with the consumer's wishes or as agreed by the consumer and the producer on the e-commerce page. It is explained in this chart the steps to resolve if consumers want to file a lawsuit against the manufacturer.

One example of the form of producer responsibility in the Lazada Application, for products received by consumers who experience errors such as product defects, wrong colors, or other errors, is by providing a video when opening the package and images of the ordered product and explaining in detail the condition of the goods received by the consumer, then clicking on the refund application in the application. The process has a time of 1x24 hours, which will be checked by the manufacturer and if it has finished checking the videos and images sent by the consumer, the manufacturer will be asked to agree to apply for a return on the product after which the consumer will be directed to return the product through the delivery party. In sending the product, consumers will not be charged shipping costs, which will be borne by the e-commerce party as the owner of the e-commerce application. Therefore, in addition to being given guarantees by e-commerce sellers, consumers also need guarantees from the government as well as legal guarantees and certainty from this government, which is now Law No. 8 of 1999 concerning Consumer Protection, which can provide an even stronger position for e-commerce consumers.

CONCLUSION

Based on the discussion and research results that have been described, it can be concluded as follows: Liability carried out by consumers due to the existence of an element of default that causes consumer disappointment in buying and selling transactions in the Cash On Delivery (COD) system which often occurs in the community where the goods received by consumers are often not in accordance with the description, or there are defects in the product. Default with unilateral cancellation carried out by consumers in buying and selling transactions in E-Commerce with the Cash On Delivery (COD) feature occurs when the goods arrive, and the consumer rejects the goods with no clarity on the part of the seller or does not meet the rules for returning goods. Usually, this reason is supported by the inconsistency of the goods ordered with descriptions or pictures or the existence of defects or damage to the products ordered by consumers.

The form of responsibility of the producer to the consumer if there is a problem, the producer is absolutely and fully responsible for compensating for the loss. Consumers are entitled to compensation if it is proven that E-Commerce manufacturers are negligent in the products they sell. Such as damage to the product, wrong sending the size, wrong sending the shape of the

product, incompatibility with the product material or other things that are not in accordance with the product description or images. As regulated by the provisions of Article 49 Paragraph (1), The Government Regulation on the Implementation of Electronic Systems and Transactions, explains that business actors who offer products through electronic systems are required to provide complete and correct information, which will be related to the terms of the contract, manufacturers, and products offered. If the goods received are not in accordance with the agreement, the producer must take responsibility for the aggrieved consumer. Settlement of producers through E-Commerce against sellers with the Cash Delivery (COD) transaction system can be done through litigation or non-litigation. However, usually, if the losses incurred are not too severe, consumers will settle through non-litigation channels.

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