

## Legal Review of Cases of Defective Goods in Online Shopping Transactions through E-Commerce Platforms

Imelda Martinelli<sup>1</sup>, Karen Eklesia Gabriella Kaendo<sup>2</sup>, Maulida Syahrin Najmi<sup>3</sup>

<sup>1,2,3</sup> Universitas Tarumanagara, Indonesia

Email: [imeldam@fh.untar.ac.id](mailto:imeldam@fh.untar.ac.id), [karen.205210029@stu.untar.ac.id](mailto:karen.205210029@stu.untar.ac.id),  
[maulida.205210045@stu.untar.ac.id](mailto:maulida.205210045@stu.untar.ac.id)

\*Correspondence: [imeldam@fh.untar.ac.id](mailto:imeldam@fh.untar.ac.id)

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### KEYWORDS

Scamming, Online  
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### ABSTRACT

This journal discusses how the legal protection review relates to losing goods or money in online transactions. In this digital era, online transactions that are increasingly popular have become part of people's daily lives, so strong legal regulations are needed to avoid scamming and other losses. This research aims to increase public awareness of conducting online transactions because we know that in online transactions, we cannot know whether the goods sold by the seller are true or not. The research method of this journal uses the Library Method by using primary and secondary study materials, such as articles, journals, and others, and a Normative Juridical approach. The conclusion of the research states that online fraud in the form of defects in ordered goods is very common, and the majority of people affected by scamming do not know what actions to take to get their rights in the transaction other than contacting the admin of the online shop or customer service from an e-commerce company.

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## Introduction

The rapid development of technology that occurs in various fields of life to date is a very big thing and has a positive and negative impact depending on how people use it, especially in this era of digitalization which facilitates various things in everyday life. Online transactions are one of the things that are increasingly rising behind this in various circles of society, online purchases through various e-commerce platforms such as Tokopedia, Lazada, Shopee, Bilibli, and other e-commerce platforms, allow users to make buying and selling transactions online without having to leave the house to come to the store directly. However, transacting through an e-commerce platform, in this case through the Shopee platform, has a variety of risks such as defects in goods (Kristiyanti, 2022). Cases of defective goods in online transactions that often occur are when the ordered goods do not match the goods that arrive, can be due to defective goods when the courier delivers, or from seller factors that are basically not trustworthy in making online sales (Wahyudi et al., 2022). The emergence of negligence in online transactions today creates a gap between the laws and regulations governing how online transactions are and the

reality that exists in society. Therefore, a review of legal protection against cases of defects in goods in online shop transactions is very important to do, it aims to provide a better understanding of the legal aspects of online shop transactions and help the public in safe and reliable online transactions (Lestari & Nugroho, 2023).

Therefore, it is necessary to apply applicable laws to protect the rights of consumers and minimize the risk of fraud and fraud. In daily practice, there are still many cases of consumers receiving defects in goods in online transactions that have not been resolved, this can occur due to the lack of awareness of understanding of rights and obligations in transactions, as well as lack of legal supervision of irresponsible actors. The liability of an e-commerce online shop for losses due to defects or damage to goods purchased by consumers must be carried out in accordance with applicable laws and regulations, including compensation for losses that need to be given to consumers as a form of liability for the owner of an online shop an e-commerce (Hanafi et al., 2022). There are several perspectives from the legal side in the case of defects in this item, namely in (a) Article 1491 of the Civil Code regulates the seller's obligations to the buyer, which states the seller's guarantee to the buyer that "the possession of the goods sold is safe and secure, and there are no hidden defects in the goods, or in such a way as to give rise to reasons for cancellation of the purchase. (b) Article 1504 of the Civil Code provides for the necessity of the seller to bear the goods against hidden defects, which are such that they cannot be used for the intended purpose, or which thus reduce use, so that if the buyer knew of the defect, would not buy it at all or would not buy it other than at a price less. (c) Article 1506 of the Civil Code says he (the seller) must guarantee the goods against hidden defects, even if he (the seller) himself is not aware of the defect, unless in such case he (the seller) has asked for an agreement that he (the seller) is not obliged to bear anything. (d) Law Number 8 of 1999 concerning consumer protection which regulates consumer rights in obtaining goods and/or services that are safe, decent and not harmful. ("Kitab Undang-Undang Hukum Perdata," n.d.)

The formulation of the problem in this study is as follows: 1) How is the legal protection for consumers who experience defective losses in online shop transactions? 2) How is the responsibility of the online shop owner for defective losses of consumer property?

The objectives in this study are 1) Understand legal protection measures for consumer losses in online shop transactions. 2) To find out the form of responsibility from the owner of the online shop to the aggrieved consumer.

## **Research methods**

Research activities for writing scientific papers. The scientific method explains how to obtain information and the information used in writing this scientific paper. A scientific method of writing is necessary for a mature and structured system.

The approach used in this paper is Normative Juridical. Peter Mahmud Marzuki defines Normative Juridical as the process of legal discovery, legal principles and legal theories to answer legal questions. The writing of this scientific paper uses literature research methods using several primary legal study materials: and secondary materials in the form of articles, literature, journals, theses, theses, dissertations, and others. The legal basis used in this journal is Book IV Chapter V Part 2 of the Civil Code and Law No.8 of 1999 concerning Consumer Protection (Marzuki, 2017).

## Results and Discussions

### 1. Legal Protection for Consumers Who Experience Defective Goods Losses

Legal protection is an effort to protect the rights of legal subjects carried out by the government or ruler with a number of existing regulations. In today's era of free trade, problems regarding defective products often arise (Foster, 2013). Free trade requires a competitive competition with economic actors in order to produce products in large quantities and of high quality. The problem that arises in this case is the lack of strict supervision and selection of products thrown on the market. To meet market demand for products in large quantities, product quality is often not considered properly, so defective products are often found (Susanto, 2008; 58).

Please note that at present there is still a low level of knowledge in the community which results in business actors who are not responsible for the loss of defective goods suffered by consumers. Basically, business actors are obliged to provide a product responsibility which is a legal conception to provide legal protection to consumers. That with losses derived from a defective product, which allows consumers to experience losses not necessarily experienced when the product is consumed or has been used.

The circulation of defective products is caused by lack of supervision at the time of product production. In many cases, consumers do not receive the expected product and information about the product due to product defects. Defective products, both construction defects and manufacturing defects, often occur in trade relations between economic actors and consumers, because free trade terms are often not supported, especially by appropriate management controls by producers. That in order to protect consumers from losses to defective products, the government is obliged to provide various policies that lead to protecting the public as consumers (BAWIMBANG, 2018).

The UUPK does not clearly regulate the definition of defective products, but defective products according to BPHN of the Ministry of the Republic of Indonesia are products that have failed to meet the purpose of manufacture due to negligence or negligence in the manufacturing process, or other things that occur in their traffic and are also possible because they do not meet safety requirements for a person or his property when used as expected by someone. (Az Nasution, 2001;94) The Civil Code also provides an understanding of defective products, namely about hidden defective products that can be linked in articles 1504 to 1512 of the Civil Code. In the sense that hidden defective products are defects that result in the usefulness and compatibility of the product making it incompatible with its intended use.

The entry of consumer disputes in court is not the business of the judges, but one of the parties who want to dispute, because dispute resolution is carried out within the scope of the general court by leading to the provisions on the applicable general court. In this case, consumers can file a lawsuit for unlawful events or defaults for violations of the norms of the UUPK. There are lawsuits that can be filed by consumers in making efforts to resolve disputes related to defective products.

First, consumers can file a small claim or simple lawsuit by reporting in writing to a non-governmental consumer organization. Bring and deliver items that contain defects, payment receipts when purchasing products and the appropriate date when purchasing products to be used as evidence. A small claim is a civil lawsuit used by aggrieved consumers to facilitate the process of resolving consumer disputes in accordance with judicial principles easily, quickly and cheaply based on the principle of justice. (Yahya Harahap, 1997;180)

Second, consumers can also file a class action or commonly referred to as a *class*

*action* which means a trial by one or more consumers representing a group of victims to file a trial based on similarities in facts and legal reasons between one or more people. That in a simple lawsuit there are elements consisting of a civil lawsuit, class representatives, class members, the existence of a loss and the similarity of events or facts and legal basis. The filing of a *Class Action* will cause business actors to be punished if found guilty in this case by paying all compensation that has been given to all victims who were in previous losses.

Then there is dispute resolution outside the court or non-litigation which is that dispute resolution is carried out by both parties, namely business actors and consumers to reach an agreement on the form and amount of related compensation to guarantee the loss of defective goods suffered by consumers. Furthermore, the authority to resolve disputes through non-litigation channels is the existence of BPSK, namely efforts to resolve consumer disputes on products that experience defects that afflict consumers which are resolved through the Consumer Dispute Resolution Agency through mediation, conciliation and arbitration.

The main duties and authorities of the Consumer Dispute Settlement Agency (BPSK) are regulated in Law Number. 8 Year 1999 concerning consumer protection which includes:

- a. Carry out the handling and resolution of consumer disputes, by means of mediation, arbitration or conciliation
- b. Provide consumer protection consultation and supervise standard clauses
- c. Receive complaints from consumers, oral or written, about violations of consumer protection
- d. Decide and determine the presence or absence of consumer losses and notify business actors of decisions violating the law
- e. Imposing administrative sanctions on business actors violating the law.

Basically, the existence of dispute resolution through the Consumer Dispute Settlement Agency (BPSK) has the aim of obtaining compensation for consumers. Please note that what is a consumer loss due to defects in production goods is that the benefits of these goods are less than optimal. So that the settlement of consumer disputes outside the court is held to reach an agreement between consumers and business actors related to the form and magnitude of losses and related to certain actions to guarantee that there will be no recurrence of losses suffered by consumers. The Consumer Dispute Resolution Agency has a role to minimize the level of disputes and enlarge the continuity of good relations between business actors and consumers.

## **2. The liability of the seller to the buyer due to loss of defective goods is reviewed from Book IV Chapter V Part 2 of the Civil Code**

Accountability in law has a meaning as a result of the consequences of a person's freedom about his actions related to ethics or morals in doing an action. According to civil law, basic liability is divided into two kinds, namely error and risk. There are 5 (five) principles in responsibility, namely (1) the principle of liability based *on fault*; (2) the principle of *presumption of liability*; (3) the principle of *presumption of nonliability*; (4) the principle of strict liability; and (5) *limitation* of liability. In this case, the seller for defects in the goods received by the buyer, the principle of *strict liability* or the principle of absolute responsibility is used.

The occurrence of an engagement between the seller and the buyer due to the problem of defects in goods experienced by the buyer, becomes one of the important

aspects of online transactions on the *e-commerce* platform, because when online transactions occur, there are losses such as defects in the goods, so the seller is obliged to bear the losses of the buyer. In this case, the defect of the goods itself is defined as damage to the goods or the presence of *defective* conditions in an item that is not in accordance with the existing agreement between the buyer and seller due to negligence that occurs either due to the maker, seller, or courier or sender of the goods. Therefore, liability is needed from the seller to bear the damage or defect of an item by indemnifying the buyer in accordance with Article 1504 of the Civil Code regarding the seller must bear the goods against hidden defects (Soekidjo, 2010).

The responsibility step that can be taken by the seller for the event of a defective case of goods is that the seller makes compensation to the buyer either by refund or delivery of new goods in accordance with the agreement between the parties. However, please note that when the buyer before buying goods, knows the condition of the goods he buys if the goods have defects, the seller is not responsible for this as written in Article 1505 of the Civil Code. Because when making a sales agreement, the seller must disclose very detailed details about the goods he sells to the buyer, without any information that is covered up. That if it is known that the seller is aware of a defect in the product, then the seller must return the loss in the form of purchase price money and compensate all costs of loss and interest to consumers based on the provisions of Article 1508 of the Civil Code. However, if the seller basically does not know of a defect in the product, the seller is only obliged to refund the purchase price and reimburse the costs of organizing and delivering the goods based on the provisions listed in Article 1509 of the Civil Code. In the event that business actors or sellers have been negligent to consumers, it will have consequences for business actors to be responsible for indemnifying losses and bear all risks due to their negligence (Ramli, 2019).

The liability of business actors due to defective losses suffered by consumers is also regulated in the provisions of Article 19 of the Consumer Protection Law which states that business actors are required to be responsible for providing compensation for losses suffered by consumers due to consuming the goods they trade. Indemnity can be in the form of a refund or replacement of goods equivalent in value. In the implementation of compensation for goods, business actors are given a grace period of 7 days after the transaction. That regarding defects in goods or products suffered by consumers gives a consequence to business actors or sellers to be responsible for losses suffered by consumers in the form of compensation for the objects of goods traded. Thus, every business actor must pay attention to products before being sold to consumers and not violate the provisions contained in the provisions of laws and regulations.

## **Conclusion**

The circulation of defective products is caused by lack of supervision at the time of product production. That in order to protect consumers from losses to defective products, the government is obliged to provide various policies that lead to protecting the public as consumers. In this case, legal protection for consumers regarding the loss of defective goods in online transactions has been regulated in the Consumer Protection Law, namely in the form of protection of consumer rights, namely the right to obtain clear, true and honest information. That to protect their rights, consumers can file small claims or simple lawsuits by reporting in writing to non-governmental consumer institutions and also consumers can take dispute resolution through non-litigation

channels. Thus, the existence of regulations related to consumer protection, consumers can have the means to protect their own rights.

The responsibility of the seller for defects in goods suffered by consumers is to make compensation to the buyer either by refund or delivery of new goods in accordance with the agreement between the parties. However, if at the time the buyer before buying the goods, knows the condition of the goods he buys if the goods have defects, then the seller is not responsible for this as written in Article 1505 of the Civil Code. However, if it is known that the seller is aware of a defect in the product, then the seller must return the loss in the form of purchase price money and reimburse all costs of loss and interest to the consumer. Business actors can also be exempted from responsibility for losses suffered by consumers if the goods have been proven to have defects that arise in the future and after the agreed period.

The conclusion of suggestions related to legal review of cases of defective goods in online shop transactions through e-commerce platforms is as follows: 1. Read the description of the goods carefully: Buyers need to read the description of the goods carefully before making a transaction. Pay attention to product details, the condition of the goods, and other information that may affect the quality of the goods to be received. 2. Check seller's reputation and reviews: Before buying an item from a particular seller, it is important to check the seller's reputation and read reviews from previous buyers. This can give an idea of the reliability of sellers and the quality of the goods they sell. 3. Report a problem to the e-commerce platform: If there is a problem with the goods received, immediately report the problem to the e-commerce platform through the reporting feature provided. The platform will help facilitate dispute resolution between buyers and sellers. 4. Seeking resolution through mediation: In the event of a difficult dispute to resolve between a buyer and seller, consider seeking resolution through mediation offered by an e-commerce platform or through an authorized consumer dispute resolution agency. 5. Consult a legal expert: If the issue cannot be resolved in a satisfactory manner, consider consulting a legal expert experienced in consumer law or electronic commerce law for appropriate advice on next steps. It is important to know that laws vary depending on the jurisdiction and applicable regulations. Therefore, it is important to seek legal information relevant to the jurisdiction in question and consult a legal expert if necessary.

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