



ISSN 2809-672X (Online)

YURIS: Journal of Court and Justice

<https://journal.jfpublisher.com/index.php/jcj>

Vol. 5 Issue 2 (2026)

doi.org/10.56943/jcj.v5i2.999

Consumer Protection Against Electronic Goods Damage: A Case Study of JNE Expedition Indonesia

Nadilla Azzachrani^{1*}, Fendi Setyawan², Yusuf Adiwibowo³

¹azzachrani3012@gmail.com, ²fendisetyawan.fh@unej.ac.id,

³yusufadiwibowo.fh@unej.ac.id

Universitas Jember

*Corresponding Author: Nadilla Azzachrani

Email: azzachrani3012@gmail.com

ABSTRACT

The rapid expansion of e-commerce in Indonesia has increased reliance on logistics service providers, yet the multi-party structure of marketplace transactions creates accountability gaps that leave consumers inadequately protected when goods are damaged in transit. This study examines three interrelated issues: the legal relationships among sellers, logistics providers, and consumers in online transactions; the normative basis for consumer protection where electronic goods are damaged during delivery; and the dispute resolution mechanisms available to affected consumers. Employing a normative juridical research design with statute and conceptual approaches, this study analyses the applicable Indonesian legal framework, including Law Number 8 of 1999 concerning Consumer Protection, the Indonesian Civil Code, Law Number 19 of 2016 concerning Electronic Information and Transactions, Law Number 7 of 2014 concerning Trade, Government Regulation Number 71 of 2019, and Ministerial Regulation Number KM 5 of 2005 concerning the Operation of Courier Services. The findings establish that the legal relationship between sellers and consumers constitutes a sale and purchase agreement, the relationship among sellers, logistics providers, and consumers constitutes a goods delivery relationship, and the relationship among the marketplace, seller, and logistics provider constitutes a tripartite cooperation arrangement. The study further finds that while the statutory framework provides a legally sufficient basis for consumer claims, structural fragmentation of responsibility across parties undermines effective redress in practice. These findings extend prior scholarship by identifying a specific accountability gap at the intersection of platform governance and logistics regulation that warrants targeted legislative reform.

Keywords: *Consumer Protection, Dispute Resolution, Electronic Commerce, Legal Relationship, Marketplace Transaction*

INTRODUCTION

The advancement of information and communication technology has fundamentally reshaped the conduct of commercial transactions in Indonesia and across the world.¹ Online trading platforms, commonly referred to as e-commerce, have progressively displaced conventional modes of exchange and established a digital economy in which buyers and sellers interact without the need for physical presence.² This transformation has not only altered the mechanics of trade but has also introduced new legal complexities that existing frameworks were not originally designed to address. As a consequence, both legislators and courts have been compelled to adapt established principles of contract and consumer law to the realities of digital commerce, raising important questions about the adequacy of protection afforded to parties transacting online.

Under Article 1457 of the Indonesian Civil Code (Kitab Undang-Undang Hukum Perdata, hereinafter KUHPerdata), a sale and purchase agreement is defined as a contractual arrangement in which one party agrees to deliver goods while the other party agrees to pay a mutually agreed price. In the digital context, such agreements retain the essential character of general contracts while introducing one critical distinction: the consent of the parties is neither expressed orally nor in written form in the traditional sense, but is instead communicated through electronic media.³ This form of electronic agreement is recognised under Law Number 11 of 2008 concerning Electronic Information and Transactions (Undang-Undang Informasi dan Transaksi Elektronik, hereinafter UU ITE) and its subsequent amendments, which define an electronic contract as an agreement concluded through electronic communication between parties. The validity of such an agreement remains subject to the four conditions stipulated under Article 1320 of the KUHPerdata, namely consent, legal capacity, a specific subject matter, and a lawful cause, each of which carries distinct implications when applied to a digital transaction environment.

Online sale and purchase transactions in Indonesia are predominantly conducted through marketplace platforms, which function as digital intermediaries connecting sellers and buyers engaging in electronic commerce.⁴ Platforms such as Shopee and Tokopedia have become dominant actors in this space, offering consumers a unified interface through which they may select goods, review product

¹ Ferdi Yufriadi, Fadilla Syahriani, and Abdullah A Afifi, "Trade Transformation In The Digital Era: Agency Role, Opportunities And Challenges," *AL-IMAM: Journal on Islamic Studies, Civilization and Learning Societies* 5, no. 1 (February 15, 2024): 13–23, <https://doi.org/10.58764/j.im.2024.5.55>.

² Edy Santoso, "Opportunities and Challenges: E-Commerce in Indonesia from a Legal Perspective," *Jurnal Penelitian Hukum De Jure* 22, no. 3 (September 30, 2022): 395–410, <https://doi.org/10.30641/dejure.2022.V22.395-410>.

³ Iftinaity Shaumi Rahma et al., "Indonesian Legal Protection for Consumers on the Validity of Electronic Contracts in the E-Commerce Transactions," *Yuridika* 37, no. 3 (September 1, 2022): 697–714, <https://doi.org/10.20473/ydk.v37i3.36976>.

⁴ Santoso, "Opportunities and Challenges: E-Commerce in Indonesia from a Legal Perspective."

descriptions, complete payment, and arrange delivery.⁵⁶ Before any goods are dispatched, the seller and the logistics service provider must conclude a separate delivery agreement, the validity of which is likewise governed by Article 1320 of the KUHPerdata. Upon receiving payment, the marketplace application holds the funds in escrow until the buyer confirms receipt of the goods in satisfactory condition, at which point the funds are released to the seller. This multi-party transactional structure, while designed to protect both buyers and sellers, creates layered legal relationships whose responsibilities are not always clearly delineated.

The growth of the e-commerce sector has correspondingly driven substantial demand for logistics and parcel delivery services, making courier companies indispensable intermediaries in the online transaction chain.⁷ Consumers who rely on such services require adequate legal protection, which is ordinarily established through agreements that define the rights and obligations of each party, namely the seller, the buyer, and the logistics provider.⁸ Any legal relationship established through a contract carries an inherent risk of conflict, and where one party fails to perform its obligations, the contents of the contract serve as the primary evidentiary instrument for resolving the resulting dispute.⁹ In practice, however, various marketplace applications provide limited and inconsistent information regarding the precise legal relationship between consumers and logistics providers, creating ambiguity that frequently gives rise to unresolved grievances.

A concrete illustration of this vulnerability is reflected in a documented case in which a consumer purchased a television set through Shopee, including payment of shipping costs and marketplace insurance, only to receive the item with significant damage to its panel screen.¹⁰ The consumer reported the damage to Shopee and sought a refund and return, but encountered conflicting instructions from both the marketplace and the seller regarding which courier service was responsible for collecting the damaged item. Further investigation revealed that the shipping waybill recorded the television's weight as one kilogram, whereas the

⁵ Dian Kurnianingrum, Isma Addi Jumbri, and Iston Dwija Utama, "Comparative Sentiment Analysis of Shopee and Tokopedia in Indonesia: Insights from Twitter Data," *PaperASIA* 41, no. 5b (October 13, 2025): 261–74, <https://doi.org/10.59953/paperasia.v41i5b.697>.

⁶ Desi Nur Savitri, Noor Aziz, and Baroya Mila Shanty, "Marketing Mix Differences Analysis Marketplace Shopee and Tokopedia," in *Economic Sustainability and Social Equality in the Technological Era* (Routledge, 2024), 266–76, <https://doi.org/10.1201/9781003534495-25>.

⁷ Pier Luigi Parcu et al., "The Rise of E-Commerce Platforms in the Parcel Delivery Markets," in *The Postal and Delivery Contribution in Hard Times. Topics in Regulatory Economics and Policy*, 2023, 1–17, https://doi.org/10.1007/978-3-031-11413-7_1.

⁸ Didit Darmawan and John Gatheru, "Understanding Impulsive Buying Behavior in Marketplace," *Journal of Social Science Studies* 1, no. 11 (2021): 11–18.

⁹ Inaya Aprilia Tampoli, "TINJAUAN HUKUM PEMBEBASAN GANTI RUGI DENGAN ALASAN KEADAAN MEMAKSA (FORCE MAJEURE) DITINJAU DARI KUHPERDATA," *LEX PRIVATUM* 9, no. 12 (2021), <https://ejournal.unsrat.ac.id/v3/index.php/lexprivatum/article/view/38443>.

¹⁰ Dodi, "Klaim Barang Rusak Di Shopee Ribet Banget," *Mediakonsumen*, June 12, 2022, <https://mediakonsumen.com/2022/06/12/surat-pembaca/klaim-barang-rusak-di-shopee-ribet-banget>.

actual weight of the item was forty-eight kilograms, an error in the seller's declaration that directly contributed to inadequate handling and consequent damage during transit. Despite repeated follow-up, neither Shopee nor the seller provided a timely resolution, and the courier, JNE, did not promptly retrieve the item within the window permitted for returns under marketplace policy. This case illustrates the systemic accountability gaps that exist among marketplace platforms, sellers, and logistics service providers when consumers receive damaged goods.

Against this factual and normative backdrop, the present study examines legal protection for consumers who suffer damage to electronic goods in online sale and purchase transactions involving JNE Expedition Company. Three principal research questions are addressed: first, what is the legal relationship between sellers, logistics companies, and consumers in online transactions; second, what legal protections are available to consumers who sustain losses arising from damage caused by JNE; and third, what dispute resolution mechanisms are available to such consumers. Prior scholarship has established that while Indonesia has enacted a range of regulatory instruments governing e-commerce, persistent weaknesses in enforcement and limited public awareness continue to leave consumers exposed.¹¹ Subagyono, Chumaida, and Romadhona further demonstrate that the effective realisation of consumer rights depends not only on the existence of regulatory frameworks but also on the operational accessibility of the Consumer Dispute Settlement Agency (Badan Penyelesaian Sengketa Konsumen, hereinafter BPSK) as the primary non-litigation remedy available to aggrieved consumers in Indonesia.¹²

RESEARCH METHODOLOGY

This study employs a normative juridical research design, which focuses on the systematic examination of legal norms, principles, and statutory provisions relevant to the issues under investigation rather than on the collection of empirical field data.¹³ This type of research is appropriate where the primary objective is to analyse the application of positive law to a specific legal problem, as is the case in the present study concerning consumer protection in online transactions.¹⁴ Two research approaches are applied in combination. The first is the statute approach

¹¹ Mahendra Bisma Wisdha Wardana Purnomo and Prof. Dr. Prasetijo Rijadi, "THE CIVIL LAW PERSPECTIVE ON LEGAL CONSEQUENCES OF SAFEGUARDING CONSUMER PERSONAL DATA IN INDONESIAN E-COMMERCE ACTIVITIES," *Journal of Court and Justice* 3, no. 4 (October 25, 2024): 41–59, <https://doi.org/10.56943/jcj.v3i4.803>.

¹² Bambang Sugeng Ariadi Subagyono, Zahry Vandawati Chumaida, and Mochamad Kevin Romadhona, "Enforcement of Consumer Rights Through Dispute Settlement Resolution Agency to Improve the Consumer Satisfaction Index In Indonesia," *Yuridika* 37, no. 3 (September 1, 2022): 673–96, <https://doi.org/10.20473/ydk.v37i3.34943>.

¹³ Dr. Suyanto Suyanto, *Metode Penelitian Hukum Pengantar Penelitian Normatif, Empiris Dan Gabungan* (Gresik: Unigress Press, 2022).

¹⁴ Jonaedi Efendi and Johnny Ibrahim, *Metode Penelitian Hukum Normatif Dan Empiris* (Jakarta: Prenada Media Group, 2016).

(pendekatan perundang-undangan), which involves a comprehensive examination of all legislation and regulations bearing on the subject matter, including the KUHPerdata, Law Number 8 of 1999 concerning Consumer Protection (UUPK), Law Number 19 of 2016 concerning Electronic Information and Transactions, Law Number 7 of 2014 concerning Trade, Government Regulation Number 71 of 2019 concerning the Implementation of Electronic Systems and Transactions, and Ministerial Regulation Number KM 5 of 2005 concerning the Operation of Courier Services. The second is the conceptual approach (pendekatan konseptual), which draws on legal doctrines, scholarly opinion, and theoretical frameworks developed within legal science to construct and test the analytical arguments of the study.¹⁵

The legal materials utilised in this study are classified into three categories. Primary legal materials consist of binding and authoritative sources, including the statutory provisions and regulations identified above. Secondary legal materials comprise academic books, peer-reviewed journal articles, and expert commentary that provide interpretive context for the primary sources. Tertiary legal materials, including legal dictionaries and legal encyclopaedias, are consulted where definitional clarity is required. All legal materials were gathered through a library research method, involving a systematic review of literature and regulatory texts relevant to the legal relationships between sellers, logistics providers, and consumers in the context of online marketplace transactions in Indonesia.

The legal materials collected were subsequently analysed using a descriptive-analytical method, in which the applicable legal provisions are first described in their statutory context and then systematically analysed in relation to the research questions. This method allows for a structured examination of the extent to which existing legal frameworks adequately protect consumers who suffer loss from damaged goods in online transactions, and of the mechanisms available for resolving such disputes. The analysis proceeds in a deductive manner, moving from the general normative framework established by Indonesian consumer protection law toward the specific factual circumstances examined in this study. The study does not claim to produce empirically generalisable findings but rather aims to contribute to normative legal scholarship by clarifying the rights, obligations, and accountability of the parties involved in e-commerce transactions under Indonesian positive law.

RESULT AND DISCUSSION

Legal Relationships Among the Parties in Online Sale and Purchase Transactions

Online marketplace transactions in Indonesia involve a network of overlapping legal relationships among at least four parties: the marketplace platform, the seller, the consumer, and the logistics service provider. The legal

¹⁵ Peter Mahmud Marzuki, *Penelitian Hukum*, Revision Edition (KENCANA, 2021).

relationship between the marketplace and the seller constitutes a cooperation agreement, in which the marketplace provides a digital platform and the seller uses that platform to market and sell goods to consumers. This relationship is governed by the terms and conditions that sellers must accept prior to operating on the platform, grounded in Article 1313 of the KUHPerdata, which defines a contract as an act by which one or more parties bind themselves to one or more other parties. User acceptance of these terms, pursuant to Article 1 paragraph (2) of UU ITE, carries the legal consequence that all users are deemed to have read and understood the full contents of the agreement. The marketplace, as a platform provider, does not bear primary liability for the goods transacted but is obligated to maintain a reliable and secure electronic system pursuant to Government Regulation Number 71 of 2019.¹⁶

The legal relationship between the marketplace and the consumer is likewise contractual, arising from the consumer's acceptance of the platform's terms of service at the point of account registration. The marketplace's obligations include acting as an intermediary between sellers and buyers, facilitating complaint resolution through customer service channels, and ensuring that the transaction environment operates securely and transparently. The legal relationship between the seller and the consumer constitutes a sale and purchase agreement under Article 1457 of the KUHPerdata, activated at the moment the consumer places an order and the seller confirms it, as reinforced by Article 1338 of the KUHPerdata in conjunction with Article 52 of Government Regulation on Electronic Commerce. The seller is obligated to deliver goods in the agreed condition, while the consumer is obligated to pay the agreed price; a failure by either party to perform gives rise to a claim for breach of contract.

Upon dispatch of the goods, a further legal relationship arises between the seller and the logistics service provider in the form of a carriage agreement, the legal basis of which is supported by Article 7 paragraph (2) of Law Number 7 of 2014 concerning Trade, which recognises distribution through expedition services as a lawful mode of domestic goods distribution.¹⁷ The marketplace and the logistics provider are similarly linked through a cooperation or partnership agreement, through which the marketplace designates approved courier services for its platform. This partnership relationship requires that each party possess equal legal standing, established through a formal agreement or contract. Ministerial Regulation Number KM 5 of 2005 concerning the Operation of Courier Services additionally governs the operational standards and responsibilities applicable to logistics service providers such as JNE, imposing specific obligations regarding the

¹⁶ Pemerintahan Republik Indonesia, "PP No. 71 Tahun 2019 Tentang Penyelenggaraan Sistem Dan Transaksi Elektronik," Sekretariat Negara § (2019), <https://peraturan.bpk.go.id/Details/122030/pp-no-71-tahun-2019>.

¹⁷ Pemerintahan Republik Indonesia.

safe handling and timely delivery of entrusted goods.¹⁸ Taken together, the legal relationship between sellers and consumers is a sale and purchase relationship, the relationship between sellers, logistics providers, and consumers is a goods delivery relationship, and the relationship among the marketplace, the seller, and the logistics provider is a tripartite cooperation relationship.

Legal Protection for Consumers Against Damage to Electronic Goods Caused by JNE

The normative framework for consumer protection in Indonesia establishes a range of rights and corresponding obligations directly applicable to the circumstances examined in this study. Under Article 4 of the UUPK, consumers are entitled to safety, comfort, and security in the consumption of goods and services (Article 4(a)); to accurate, clear, and honest information regarding the goods purchased (Article 4(c)); to be heard in complaints and opinions concerning the goods used (Article 4(d)); to advocacy, protection, and efforts at consumer dispute resolution (Article 4(e)); and to receive compensation, redress, or replacement where goods do not conform to what was promised (Article 4(h)).¹⁹ Each of these rights was compromised in the documented case involving the damaged television. The seller provided inaccurate weight information to JNE, recording the shipment as one kilogram when the actual weight was forty-eight kilograms, a material misrepresentation that directly caused inadequate handling and consequent damage during transit. This constitutes a violation of Article 7(b) of the UUPK, which obliges business actors to provide truthful, clear, and accurate information regarding the condition and specifications of goods, and of Article 7(f), which obliges them to provide compensation where damage arises from their fault.

Article 6(a) of the UUPK further establishes that sellers have the right to receive payment corresponding to the agreed value of goods sold, but this right is balanced by the obligation to guarantee that the goods delivered meet the quality standards represented at the point of sale. In the case examined, the seller's failure to accurately declare the weight and handling requirements of the television to JNE represents a breach of this guarantee obligation, as the misrepresentation directly caused the goods to arrive in a condition inconsistent with what the consumer had contracted for. Consumers, for their part, are advised to record a video upon opening the package, a practical evidentiary measure commonly stipulated by sellers in product descriptions, which serves as the primary proof available to substantiate a damage claim through the marketplace platform. Where damage is confirmed and the seller is notified, Shopee's return policy provides that the seller has three days to confirm the return request; if no response is received within that period, the

¹⁸ Pemerintahan Republik Indonesia, "Permenhub No. 5 Tahun 2005 Tentang Penyelenggaraan Jasa Titipan," Sekretariat Negara § (2005), <https://peraturan.bpk.go.id/Details/160681/permenhub-no-5-tahun-2005>.

¹⁹ Pemerintahan Republik Indonesia, "UU No. 8 Tahun 1999 Tentang Perlindungan Konsumen," Sekretariat Negara § (1988).

marketplace automatically accepts the consumer's application. Where the seller rejects the request, both parties may submit video, photographic, or documentary evidence through the resolution centre, a procedural mechanism that applies equally under Tokopedia's terms and conditions. JNE's obligation under Ministerial Regulation KM 5 of 2005 is to handle entrusted goods with care and to deliver them in the condition in which they were received; its failure to promptly collect the damaged item during the return process, despite notification, constitutes a separate breach of its service obligations and compounds the consumer's harm.

The marketplace's role in protecting consumers in this context is that of a system operator rather than a direct party to the sale. Under Government Regulation Number 71 of 2019, the marketplace bears responsibility for operating its electronic system reliably and securely and for facilitating complaint resolution between the buyer and the seller or logistics provider. Where a dispute arises, the marketplace is obligated to bring together the consumer, the seller, and the logistics provider to seek a solution through its platform services. If the seller fails to process the return approval within the period designated by the marketplace, the marketplace is empowered to take independent action to process the consumer's refund. At the point where the marketplace has fulfilled its facilitation obligations but the seller and logistics provider remain unresponsive, full responsibility for the return and refund shifts to the seller, and the consumer's recourse must be pursued through formal dispute resolution channels.

Dispute Resolution Mechanisms Available to Affected Consumers

Consumer disputes arising from non-performance of contractual obligations in online transactions are defined under the UUPK as situations in which one party does not obtain or enjoy what is rightfully theirs because the opposing party has failed to fulfil its obligations. This may take the form of a buyer not receiving goods conforming to the order, not receiving the service agreed upon, or a seller not receiving payment as entitled. Where informal resolution through the marketplace platform proves unsuccessful, Article 45 paragraph (2) of the UUPK provides two formal avenues: non-litigation dispute resolution and litigation through the general courts. Indonesian law further prioritises amicable resolution between the parties as the first and preferred step before any formal mechanism is invoked, recognising that direct negotiation is the most efficient and least burdensome means of resolving consumer grievances.

Non-litigation resolution may be pursued through BPSK, which is established under Article 47 of the UUPK and mandated to resolve consumer disputes outside the courts through one of three methods selected by the disputing parties: conciliation, mediation, or arbitration. Conciliation involves a neutral and impartial third party who facilitates the parties in reaching their own agreement without imposing a solution. Mediation similarly employs an impartial third party but takes a more active problem-solving role, assisting the parties to reach a mutually

satisfactory agreement. Arbitration involves a binding decision issued by the arbitral tribunal based on the arbitration agreement of the parties. BPSK proceedings are widely regarded as fast, accessible, and affordable: fast because the UUPK obliges BPSK to render a decision within twenty-one working days of receiving the complaint; accessible because any consumer, whether personally, through a representative, or through an heir, may file a complaint either orally or in writing at the BPSK secretariat in the consumer's city or regency of domicile; and affordable because the cost of proceedings is kept low relative to the value of most consumer claims. Where a BPSK decision is not complied with by the losing party, the consumer may apply for enforcement through the District Court.

The second avenue is litigation through the general courts under Article 48 of the UUPK, read in conjunction with Article 45, through which the consumer may file a civil claim for breach of contract (*wanprestasi*) or for unlawful act (*perbuatan melawan hukum*) under Article 1365 of the KUHPerdara. Either the consumer or the seller may initiate proceedings before the District Court, though it is important to note that under Article 6 of the UUPK, sellers are not permitted to bring a counter-claim against the consumer on the basis of violations of seller's rights, reinforcing the asymmetric protective orientation of the statute in favour of the consumer. Consumer protection law enforcement in Indonesia is by its nature predominantly repressive rather than preventive, meaning that legal mechanisms are activated in response to disputes that have already arisen rather than through anticipatory supervision of business actor conduct. Each available instrument, whether marketplace facilitation, BPSK proceedings, or judicial litigation, carries its own strengths and limitations, and the most appropriate mechanism will depend on the complexity of the dispute, the value of the claim, and the responsiveness of the parties involved.

The findings of this study both support and extend the conclusions of prior scholarship on consumer protection in Indonesian e-commerce. This study confirms the concern raised by Purnomo and Rijadi that while Indonesia has established a comprehensive normative framework for e-commerce consumer protection, enforcement gaps and accountability ambiguities persist at the operational level.²⁰ The case examined here demonstrates precisely this pattern: the applicable statutes clearly impose obligations on the seller, the logistics provider, and the marketplace, yet the practical interaction among these parties produced a situation in which no single actor assumed timely responsibility for the consumer's loss. This finding reinforces Purnomo and Rijadi's observation that weak implementation and limited inter-party coordination remain the most significant obstacles to effective consumer protection in Indonesia's digital economy, and extends their analysis by identifying the specific mechanism through which this failure occurs, namely the absence of

²⁰ Purnomo and Rijadi, "THE CIVIL LAW PERSPECTIVE ON LEGAL CONSEQUENCES OF SAFEGUARDING CONSUMER PERSONAL DATA IN INDONESIAN E-COMMERCE ACTIVITIES."

mandatory coordination obligations among the multiple parties in a marketplace transaction chain.²¹

The findings also extend the analysis offered by Subagyono, Chumaida, and Romadhona, who demonstrate that the effectiveness of consumer rights enforcement in Indonesia is contingent on the operational accessibility of BPSK and on the voluntary compliance of business actors.²² The present study adds a further dimension to this finding by identifying that in multi-party e-commerce disputes involving a marketplace, a seller, and a logistics provider, the structural fragmentation of responsibility across parties significantly undermines the consumer's capacity to identify the appropriate respondent and to initiate a BPSK complaint within the statutory timeframe. This structural problem is not addressed by the UUPK, which was designed primarily for bilateral consumer-seller disputes and does not adequately account for the tripartite accountability structure characteristic of contemporary marketplace transactions. In this respect, the findings of this study contradict the implicit assumption in the existing literature that the BPSK mechanism, as currently constituted, provides a practical and accessible remedy for all categories of e-commerce consumer dispute.

Furthermore, the findings align with and reinforce the position advanced by Widiarty, Suwarno, Harjono, and Susanto, who argue that legal protection in Indonesian commercial transactions requires not merely the existence of regulatory provisions but also their balanced and equitable application across all parties.²³ The present study demonstrates that this balance is structurally difficult to achieve where one party controls the information transmitted to the logistics provider, and where the marketplace's contractual terms limit its own liability while simultaneously constraining the consumer's options for redress. This finding contributes to the normative literature by identifying a specific accountability gap at the intersection of e-commerce platform governance and logistics service regulation, an area that warrants targeted legislative attention to ensure that the consumer protection objectives of the UUPK are meaningfully realised in the context of multi-party digital transactions

CONCLUSION

This study has examined three interrelated dimensions of consumer protection in online marketplace transactions involving JNE Expedition Company in Indonesia: the legal relationships among the parties, the normative basis for consumer protection where electronic goods are damaged in transit, and the dispute

²¹ Purnomo and Rijadi.

²² Subagyono, Chumaida, and Romadhona, "Enforcement of Consumer Rights Through Dispute Settlement Resolution Agency to Improve the Consumer Satisfaction Index In Indonesia."

²³ Wiwik Sri Widiarty et al., "Consumer Protection Laws in Indonesian Commercial Transactions: Safeguarding Business Transactions and Consumer Rights," *Journal of Law and Sustainable Development* 12, no. 1 (January 30, 2024): e3099, <https://doi.org/10.55908/sdgs.v12i1.3099>.

resolution mechanisms available to affected consumers. The analysis demonstrates that the legal relationship between sellers and consumers constitutes a sale and purchase agreement, the relationship among sellers, logistics providers, and consumers constitutes a goods delivery relationship, and the relationship among the marketplace, the seller, and the logistics provider constitutes a tripartite cooperation arrangement. Within this structure, the seller bears primary liability for inaccurate goods declarations that lead to improper handling, the logistics provider bears responsibility for failures in its service obligations during both delivery and return processes, and the marketplace bears an institutional obligation to facilitate timely and effective dispute resolution through its platform.

The normative framework established under the UUPK, read in conjunction with Government Regulation Number 71 of 2019, Ministerial Regulation KM 5 of 2005, and the relevant provisions of the KUHPerdata, provides a legally sufficient basis for consumer claims arising from damaged goods in online transactions. However, this study finds that the adequacy of the statutory framework does not translate into effective protection in practice. The structural fragmentation of responsibility across multiple parties in a marketplace transaction, combined with the absence of clear mandatory coordination obligations among the seller, the logistics provider, and the platform, creates conditions in which consumers are left without timely redress despite possessing cognisable legal rights. Where informal resolution through the marketplace fails, consumers retain recourse through BPSK as a non-litigation mechanism or through civil litigation under the general courts, though neither avenue adequately addresses the multi-party accountability problem that is characteristic of contemporary e-commerce disputes.

This study is limited to a normative juridical analysis grounded in statutory provisions and a single documented case, and its findings are therefore not empirically generalisable across all e-commerce disputes in Indonesia. Future research is encouraged to examine the empirical effectiveness of BPSK proceedings in multi-party marketplace disputes, the practical enforcement of compensation obligations against logistics service providers, and the extent to which existing marketplace terms of service adequately reflect the consumer protection obligations imposed by Indonesian positive law. Legislative reform that explicitly addresses the tripartite accountability structure of marketplace transactions, including mandatory response timelines for sellers and logistics providers during dispute resolution, would substantially strengthen the consumer protection framework currently in place.

REFERENCES

- Darmawan, Didit, and John Gatheru. "Understanding Impulsive Buying Behavior in Marketplace." *Journal of Social Science Studies* 1, no. 11 (2021): 11–18.
- Dodi. "Klaim Barang Rusak Di Shopee Ribet Banget." *Mediakonsumen*, June 12, 2022. <https://mediakonsumen.com/2022/06/12/surat-pembaca/klaim-barang->

- rusak-di-shopee-ribet-banget.
- Efendi, Jonaedi, and Johnny Ibrahim. *Metode Penelitian Hukum Normatif Dan Empiris*. Jakarta: Prenada Media Group, 2016.
- Kurnianingrum, Dian, Isma Addi Jumbri, and Iston Dwija Utama. "Comparative Sentiment Analysis of Shopee and Tokopedia in Indonesia: Insights from Twitter Data." *PaperASIA* 41, no. 5b (October 13, 2025): 261–74. <https://doi.org/10.59953/paperasia.v41i5b.697>.
- Marzuki, Peter Mahmud. *Penelitian Hukum*. Revision Edition. KENCANA, 2021.
- Parcu, Pier Luigi, Niccolò Innocenti, Chiara Carrozza, Anna Renata Pisarkiewicz, and Maria Alessandra Rossi. "The Rise of E-Commerce Platforms in the Parcel Delivery Markets." In *The Postal and Delivery Contribution in Hard Times. Topics in Regulatory Economics and Policy*, 1–17, 2023. https://doi.org/10.1007/978-3-031-11413-7_1.
- Pemerintahan Republik Indonesia. Permenhub No. 5 Tahun 2005 tentang Penyelenggaraan Jasa Titipan, Sekretariat Negara § (2005). <https://peraturan.bpk.go.id/Details/160681/permenhub-no-5-tahun-2005>.
- . PP No. 71 Tahun 2019 tentang Penyelenggaraan Sistem dan Transaksi Elektronik, Sekretariat Negara § (2019). <https://peraturan.bpk.go.id/Details/122030/pp-no-71-tahun-2019>.
- . UU No. 8 Tahun 1999 tentang Perlindungan Konsumen, Sekretariat Negara § (1988).
- Purnomo, Mahendra Bisma Wisdha Wardana, and Prof. Dr. Prasetijo Rijadi. "THE CIVIL LAW PERSPECTIVE ON LEGAL CONSEQUENCES OF SAFEGUARDING CONSUMER PERSONAL DATA IN INDONESIAN E-COMMERCE ACTIVITIES." *Journal of Court and Justice* 3, no. 4 (October 25, 2024): 41–59. <https://doi.org/10.56943/jcj.v3i4.803>.
- Rahma, Iftinaity Shaumi, Eliza July Hasiana, Sian Lie Cantika, and Tania Octaviona. "Indonesian Legal Protection for Consumers on the Validity of Electronic Contracts in the E-Commerce Transactions." *Yuridika* 37, no. 3 (September 1, 2022): 697–714. <https://doi.org/10.20473/ydk.v37i3.36976>.
- Santoso, Edy. "Opportunities and Challenges: E-Commerce in Indonesia from a Legal Perspective." *Jurnal Penelitian Hukum De Jure* 22, no. 3 (September 30, 2022): 395–410. <https://doi.org/10.30641/dejure.2022.V22.395-410>.
- Savitri, Desi Nur, Noor Aziz, and Baroya Mila Shanty. "Marketing Mix Differences Analysis Marketplace Shopee and Tokopedia." In *Economic Sustainability and Social Equality in the Technological Era*, 266–76. Routledge, 2024. <https://doi.org/10.1201/9781003534495-25>.
- Subagyono, Bambang Sugeng Ariadi, Zahry Vandawati Chumaida, and Mochamad Kevin Romadhona. "Enforcement of Consumer Rights Through Dispute Settlement Resolution Agency to Improve the Consumer Satisfaction Index In Indonesia." *Yuridika* 37, no. 3 (September 1, 2022): 673–96. <https://doi.org/10.20473/ydk.v37i3.34943>.
- Suyanto, Dr. Suyanto. *Metode Penelitian Hukum Pengantar Penelitian Normatif, Empiris Dan Gabungan*. Gresik: Unigress Press, 2022.
- Tampoli, Inaya Aprilia. "TINJAUAN HUKUM PEMBEBASAN GANTI RUGI DENGAN ALASAN KEADAAN MEMAKSA (FORCE MAJEURE) DITINJAU DARI KUHPERDATA." *LEX PRIVATUM* 9, no. 12 (2021). <https://ejournal.unsrat.ac.id/v3/index.php/lexprivatum/article/view/38443>.

- Widiarty, Wiwik Sri, Suwarno Suwarno, Dhaniswara K. Harjono, and Hendra Susanto. "Consumer Protection Laws in Indonesian Commercial Transactions: Safeguarding Business Transactions and Consumer Rights." *Journal of Law and Sustainable Development* 12, no. 1 (January 30, 2024): e3099. <https://doi.org/10.55908/sdgs.v12i1.3099>.
- Yufriadi, Ferdi, Fadilla Syahriani, and Abdullah A Afifi. "Trade Transformation In The Digital Era: Agency Role, Opportunities And Challenges." *AL-IMAM: Journal on Islamic Studies, Civilization and Learning Societies* 5, no. 1 (February 15, 2024): 13–23. <https://doi.org/10.58764/j.im.2024.5.55>.