

Lavering Process Mistakes: An Analysis of Contractual Liability Burdening Marketplace Consumers

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Lavering Process Mistakes: An Analysis of Contractual Liability Burdening Marketplace Consumers

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51 Abstract

This research aims to describe the urgency of consumer rights in a consumer protection, especially related to services in the process or period of carrying out the obligation to deliver goods that are not complete when consumer obligations have been carried out, there is a period of control of the object on the delivery service that risks defects in part or all of the things promised. Observation and interviews are used as research methods for this article to find legal actions. The results of this study reveal the urgency of consumer rights must continue to be maintained and developed because there is a period of control of the object transacted in the lavering process resulting in one of the obligations of the entire series of obligations on the agreed object not being carried out, normatively still providing legal protection to consumers. The factor of inadequate facilities to accommodate comments addressed to the party that should be responsible for errors, the factor of lack of public knowledge in determining the legal subject that should be responsible. The recommendation of this article is that the provider of the transacted object gives a report to the organizing agent to pay attention to consumer input in the feedback column so that justice for the seller and buyer can be realized, not the other way around, namely the seller getting a bad reputation from the buyer, and the buyer losing the wealth he has spent due to an untrustworthy courier service.

I. Pendahuluan

Globalization and information technology are developing and increasingly being implemented in Indonesia, causing people to demand instant everything from all sectors.¹ Behavior in this modern era seems unique when compared to behavior in human life in the past, because it starts from simple actions and behavior so that it gives that impression today, the impression is believed to be for people who live a life that can

¹ Niru Anita Sinaga and Nunuk Sulisrudatin, "Pelaksanaan Perlindungan Konsumen Di Indonesia," *Jurnal Ilmiah Hukum Dirgantara* 5, no. 2 (2014): 71–87, <https://doi.org/10.35968/jh.v5i2.110>; Nico Djundharto Djajasinga, "The Smart Mobility Concept by Developing Online-Based Transportation Information and Communication Technology for Sustainable Transportation," *International Journal of Artificial Intelligence Research* 6, no. 1 (2022): 2579–7298, <https://doi.org/10.29099/ijair.v6i1.350>; Yuanyuan Xiao et al., "A Novel Decentralized E-Commerce Transaction System Based on Blockchain," *Applied Sciences*, 2022, <https://doi.org/10.3390/app12125770>.

be categorized as very modern and has a complicated system. In an era of increasingly sophisticated information and communication technology (53) is developing as it is now, everything can be done in more efficient ways, because the use of information and communication technology to facilitate all needs in all aspects of human life.

One of the most impactful technological advances is in the field of industry and trade. The use of technology and information systems makes the trading process very easy to do even though the distance between the seller and the buyer is very far, namely by ordering online via smart phone. ² On-line transaction (E-commerce) is a transaction that involves sellers and buyers in one internet media and conducts transactions directly through websites and transaction sites such as: tokopedia, shopee, buka lapak, lazada, JD.id and various other platforms. ³ The growth of E-commerce is classified as very powerful and very fast because of the impact of technological advances and people who have placed E-Commerce as ²⁸ lifestyle. ⁴ The development of online transactions is increasingly massive when government policies that limit community mobility in controlling the spread of COVID-19 in the country also increase consumers who shop online. ⁵

Long-distance trade transactions or online business activities require supporting services to facilitate these long-distance transactions to run, namely the use of goods delivery services or expedition parties. ⁶ Online business and goods delivery services are likened to two sides of a coin or something that cannot be separated, ⁷ cooperation has been built by electronic agents and services that accommodate the process of transferring or

² Aan Aswari, "Peran Ganda Administrator Sebagai Mediator Dalam Sengketa Transaksi Ponsel Bekas Secara Online," *Jurnal Ilmiah Kebijakan Hukum* 12, no. 3 (December 12, 2018): 259–74, <https://doi.org/10.30641/kebijakan.2018.V12.259-274>; Aan Aswari et al., "Legal Security On Cellphone Trading Through Electronic Media In Indonesia," *Dinamika Hukum* 17, no. 2 (2017): 181–87, <https://doi.org/http://dx.doi.org/10.20884/1.jdh.2017.17.2.800>; Andika Prawira Buana et al., "Implikasi Pelaksanaan Perjanjian Jual Beli Telepon Seluler Ilegal (Black Market)," *JCH (Jurnal Cendekia Hukum)* 6, no. 1 (September 30, 2020): 117–26, <https://doi.org/10.33760/JCH.V6I1.268>.

³ Dedi Riswandi, "Transaksi On-Line (E-Commerce): Peluang Dan Tantangan Dalam Perspektif Ekonomi Islam," *Jurnal Econetica: Jurnal Ilmu Sosial, Ekonomi, Dan Bisnis* 1, no. 1 (May 15, 2019): 1–13, <https://doi.org/10.0602/ECONETICA.V1I1.80>.

⁴ Anestya Hayatunufus Hafsyah, "Pengaruh Kepuasan Konsumen, Perilaku Konsumtif, Dan Gaya Hidup Hedonis Terhadap Transaksi Online(E-Commerce)," *Prisma (Platform Riset Mahasiswa Akuntansi)* 1, no. 6 (November 30, 2020): 94–103, <http://ojs.stiesia.ac.id/index.php/prisma/article/view/695>; Shweta Pandey, Deepak Chawla, and Umashankar Venkatesh, "Online Shopper Segmentation Based on Lifestyles: An Exploratory Study in India," *Journal of Internet Commerce* 14, no. 1 (January 2, 2015): 21–41, <https://doi.org/10.1080/15332861.2015.1006516>; Wike Warayuanty and AMA Suyanto, "The Influence of ⁵⁵styles and Consumers Attitudes on Product Purchasing Decision via Online Shopping in Indonesia," *European Journal of Business and Management* 7, no. 8 (2015): 74–81.

⁵ Meria Agustina, "Persaingan Usaha Tidak Sehat Antar Online Shop Dalam Kondisi Covid-19 Terhadap Kebijakan Yang Dikeluarkan Oleh Presiden," *Res Judicata* 3, no. 1 (June 28, 2020): 15–25, <https://doi.org/10.29406/RJ.V3I1.2059>; Sandra Ayu and Ahmad Lahmi, "Peran E-Commerce Terhadap Perekonomian Indonesia Selama Pandemi Covid-19," *Jurnal Kajian Manajemen Bisnis* 9, no. 2 (December 2, 2020): 114–23, <https://doi.org/10.24036/JKMB.10994100>; Safir Makki, "Konsumen Belanja Online RI Melonjak 88 Persen Pada 2021," CNN Indonesia, December 29, 2021, <https://www.cnnindonesia.com/ekonomi/20211229141536-92-740093/konsumen-belanja-online-ri-melonjak-88-persen-pada-2021>.

⁶ Ayu and Lahmi, "Peran E-Commerce Terhadap Perekonomian Indonesia Selama Pandemi Covid-19."

²⁶ Muh Ersandi Rizki Pratama and Sutrisno Sutrisno, "Perlindungan Hukum Terhadap Kurir Jika Terjadi Ketidaksi ²⁶an Pengiriman Barang Terhadap Konsumen Dalam Transaksi Cash on Delivery (COD) Sutrisno How to Cite : Muh Ersandi Rizki Pratama , Sutrisno , " Perlindungan Hukum Terhadap Kurir Jika Terjadi Keti," in *Sultan Jurisprudence: Jurnal Riset Ilmu Hukum*, vol. 2, 2022, 146–58, <https://doi.org/10.51825/sjp.v1i2>.

laving transaction objects, of course, it continues to increase in order to fully fulfill consumer rights. Various ways are taken in realizing the laving process, one form is the adjustment of the price of services that must be paid by consumers in obtain their rights, for example, the faster the goods arrive, the higher the fee that must be paid, or the higher the protection provided in the service, the higher the service fee that must be paid. The increase in online shopping turnover will automatically boost the turnover of goods delivery services, but the validity of this causality theory is not a guarantee of the fulfillment of consumer rights when it should be the behavior of increasing business cooperation between electronic agents and delivery services that should be getting better in order to carry out the principles of propriety (trust) contained in the provisions made by agents and couriers in their regulated actions when providing legal protection for consumers.⁸

In the beginning, there were only POS Indonesia and TIKI, which became pioneers of expedition companies or goods delivery services that were better known by the wider community. However, the development of technology and business activities has led to the proliferation of expedition companies, so that services between expeditions are increasingly competing in services, but legal problems are also growing.⁹ Fast, precise, and safe delivery of packages to their destination is what every consumer wants and is the main element in online buying and selling transactions. However, in reality, not all package deliveries can be carried out in accordance with the estimated time and consumer desires that are often displayed when shipping goods. The results of the researcher's initial observations in the marketplace, there are many incidents ranging from lost, damaged or delayed goods that are easily detected in the consumer's feedback column related to shipping services. However, if this happens, consumers will be disadvantaged because consumers have done their obligations, namely paying shipping costs but not getting the rights they should get, namely the arrival of goods on time and without damage.¹⁰

Various things can cause problems during the delivery of goods that have been transacted. Previous research reveals that mistakes can occur from all aspects, whether from the buyer, seller or even from the delivery service itself. The perspective of previous researchers sees that the problems that usually occur in delivery services are caused by the accumulation of goods in the expedition warehouse which occurs due to

⁸ Yordi Adam and Rani Apriani, "Perlindungan Hukum Bagi Konsumen Atas Kerugian Terhadap Keterlambatan Barang Yang Diterima Dari Jasa Pengiriman Barang," *Jurnal Justitia: Jurnal Ilmu Hukum Dan Humaniora* 9, no. 3 (December 4, 2022): 1375–85, <https://doi.org/10.31604/justitia.v9i3.1375-1385>; Putri Abdul Hamid, Sofia Herlina, and Vinanti Putri Tilani, "Tanggung Jawab Pengangkut Kapal Atas Rusaknya Barang Muatan Berdasarkan Prinsip Tanggung Jawab Pengangkutan Laut," *Samudera Hukum* 41, no. 1 (December 30, 2022): 85–92, <https://doi.org/10.31629/SAMUDERAHUKUM.V1I1.5350>; Eka Sri Wahyuni, "Trend Jual Beli Online Melalui Situs Resmi Menurut Tinjauan Etika Bisnis Islam," *Baibu Al-Ilmi* 4, no. 2 (2019): 186–203.

⁹ Ako Abubakr Jaffar, Mazen Ismael Ghareb, and Karzan Hussein Sharif, "The Challenges of Implementing E-Commerce in Kurdistan of Iraq," *Journal of University of Human Development* 2, no. 3 (2016): 528, <https://doi.org/10.21928/juhd.v2n3y2016.pp528-533>; Dilshad Shaik and Ms.V. Poojasree, "Consumer Protection in E-Commerce: A Legal and Compliance Framework in the Digital Market," in *Proceedings of the 1st International Conference on Law and Human Rights 2020 (ICLHR 2020)* (Atlantis Press, 2021), 18–23, <https://doi.org/10.2991/assehr.k.210506.004>.

¹⁰ Aisyah Ayu Musyafah, Hardanti Widya Khasna, and Bambang Eko Turisno, "Perlindungan Konsumen Jasa Pengiriman Barang Dalam Hal Terjadi Keterlambatan Pengiriman Barang," *LAW REFORM* 14, no. 2 (September 28, 2018): 151–61, <https://doi.org/10.14710/LR.V14I2.20863>.

certain special moments.^{11,12} Other research states that the results also occur due to external factors such as natural disasters that occur in the warehouse where the goods are stored. Another thing that can also cause problems in shipping services is the loss of packages or goods to be sent and is caused by negligence of shipping services as well as scattered or lost goods and data errors given when inputting data on goods to be sent.¹³ This is what happens when shipping can make consumers feel disadvantaged. Referring to the Commercial Code Articles 87 and 88, it can be clearly interpreted that an expedition company in carrying out its duties must be responsible for the agreed agreement, on the other hand, the principles of comprehensive consumer protection also need to be considered, because shipments made do not always run smoothly such as goods arriving late, damaged or even lost. Responsibility is a consequence of being obliged to bear everything as a consequence of the actions taken, so this research aims to describe the legal protection for consumers due to the period / time of goods controlled by the delivery service which is at risk of default.

Essentially, the delivery of goods occurs after a legal act, namely an agreement with each other to obtain rights and obligations. The realization of a contract is the most important thing in the economy, because without a contract the economy will not run in such a way, so through a contract as a foundation it will make production perfect. Even in the Quran, it has regulated and can be explained about the contract in commerce, that the contract is nothing but an agreement (*overeenkomst*) which is now commonly found as a contract,¹⁴ which has been ordered by Allah to be precise from the desired laws, as stated in Surah An-Nisaa 4: (29), and Al-Maidah 5 (1). In reality, the law-making process experiences obstacles that are felt by consumers, so this article seeks to provide an overview of the problem, namely: how can the widely recognized principles of consumer protection be implemented effectively in the context of goods delivery services, especially in relation to the risk of default due to the duration or delay of delivery? And what is the potential for error on the part or party that requires accountability in a transaction?

2. Research Method

This article uses empirical research methods on law, but still maintains its legal normative nature. Primary data is collected from the observations of the researchers in this article when conducting transactions in various marketplaces, and also comes from summarizing the results of direct interviews with respondents who have transacted with the value of goods that are expensive for these respondents, besides that secondary data is needed to strengthen normative statements. The data collected will be organized according to the nature of the data, then become a reference for analysis using

¹¹ Henny Sriwindari and Khalid Khalid, "Perlindungan Hukum Terhadap Penumpang Kereta (Kasus Keterlambatan Kereta Api Perspektif Fiqh Siyash)," *Uner Law Review* 5, no. 4 (2023): 4095–4103, <https://doi.org/10.31933/unesrev.v5i4.722>.

¹² Lili Octavia, "Tinjauan Hukum Islam Terhadap Sistem Promo Pada Jual Beli Online Shopee" (Universitas Islam Negeri Walisongo, Semarang, 2020), https://eprints.walisongo.ac.id/id/eprint/15739/1/SKRIPSI_1602036164_LILI_OCTAVIA.pdf.

¹³ Venska Salsabila and Hilda Yunita, "Pertanggungjawaban Pengangkut Atas Wanprestasi Dalam Keterlambatan Pengiriman Barang Melalui Angkutan Udara," 2019.

¹⁴ Rahmani Timorita Yulianti, "Asas-Asas Perjanjian (Akad) Dalam Hukum Kontrak Syari'ah," *La Riba* 2, no. 1 (2008): 91–107, <https://doi.org/10.20885/lariba.vol2.iss1.art7>.

⁵⁹ descriptive qualitative methods. Interpretation of the results of the analysis will be presented clearly and comprehensively.

3. Result & Discussion

⁴ Protection of consumers, both materially and formally, is increasingly important, given the advancement of science and technology which is the driving force for the productivity and efficiency of producers of goods or services produced in order to achieve business goals. Efforts to pursue and achieve these two things, finally, either directly or indirectly, consumers ultimately feel the impact, so efforts to provide adequate protection of consumer interests are an ⁴⁶ important and urgent matter to immediately find a solution, especially in Indonesia given the complexity of problems concerning consumer protection.¹⁵

Talking about consumer rights universally cannot be separated from the struggle for consumer interests which received strong recognition when consumer rights were formulated clearly and systematically related to consumer rights are the right to safety, the right to be informed¹⁰, the right to choose, the right to be heard.¹⁶ The protection of consumer¹⁰ interests in the Guidelines for Consumer Protection includes the following:¹⁷

1. Protection of consumers from hazards to their health and safety;
2. Promotion and protection of the social economic interests of consumers;
3. The provision of adequate information to consumers²² enable them to undertake appropriate training in accordance with their personal wishes and needs;
4. Consumer education;
5. Availability of effective redress;
6. Freedom to form consumer organizations or other relevant organizations and to allow organizations to make decisions in their interest.

³⁶ Protection of consumers emphasizes all efforts that ensure legal certainty to provide protection to consumers, because in an act or legal action there are legal consequences as an impact, therefore to ³³ protect legal actions or actions that have this impact, it is accommodated through consumer protection. It is hoped that this consumer protection can regulate and protect the rights and obligations of consumers and business actors in Indonesia as well as the problem-solving process when things go wrong, such as consumer rights that are violated due to the actions of the authorized party in the process of leveraging the transacted object.

⁴⁸ Referring to the principle of consumer protection law, since the beginning of the law has provided a basic understanding of the applicable regulations, in fact the principle has been explicitly stated in the rules in accommodating consumer protection, namely

³⁵ Niru Anita Sinaga and Nunuk Sulisrudatin, "Pelaksanaan Perlindungan Konsumen Di Indonesia," *JURNAL ILMIAH HUKUM DIRGANTARA* 5, no. 2 (May 21, 2018), <http://doi.org/10.35968/JH.V5I2.110>.

¹⁶ Abdul Halim Barkatullah, "Urgensi Perlindungan Hak-Hak Konsumen Dalam T³⁸ saksi Di E-Commerce," *Jurnal Hukum IUS QUIA IUSTUM* 14, no. 2 (March 21, 2007): 247-70, <https://doi.org/10.20885/IUSTUM.VOL14.ISS2.ART8>; Sinaga and Sulisrudatin, "Pelaksanaan Perlindungan Konsumen Di Indonesia."

¹⁷ Anita Sinaga and Sulisrudatin, "Pelaksanaan Perlindungan Konsumen Di Indonesia."

²⁴ consumer protection based on benefits, justice, balance, and consumer safety and legal certainty.

1. Benefit Principle

This principle ⁷ is the basis that efforts in the implementation of consumer protection must provide maximum benefits for the interests of consumers and business actors simultaneously. This principle requires that the regulation and enforcement of consumer protection law is not intended to place one ⁴⁵ party above the other or vice versa, but to provide protection to each party, namely to producers and consumers what is their right and is in an equal position.

In reality, there are parties other than consumers and producers in this online transaction, namely the delivery service, which controls the transacted object in the context of laving. Delivery services must act according to orders or rights and obligations that have been agreed upon in the contract that occurs in the marketplace.¹⁸ Carrying out achievements at the time of action is the authority of the delivery service based on what has been agreed in the contract of all parties involved, because the contents of the contract apply as law to the parties who make it, in this case relating to the principle of pacta sunt servanda. The importance of compliance with the agreement made by the parties as the basis for a stable and orderly relationship between the parties. Supervision in online transactions for the parties involved is increasingly important so that all of them get the full benefits of online transactions, because the impact if this principle is ignored can result in other parties losing their rights,¹⁹ concretely occurs on the seller getting a bad reputation in the seller's online store reputation comment column, even though in fact the error comes from the delivery service that commits misbruik omstandigheden,²⁰ so that the seller does not get what is actually his right, namely achievements in the form of the right to gain trust or a good reputation for the goods provider.

⁸ 2. Principle of Justice

The principle of justice is closely related to the principle of benefit and ²³ the principle of legal certainty, aiming for the participation of the entire community to be realized to the fullest and can provide opportunities for consumers and business actors to obtain their rights and carry out their obligations fairly. This principle ⁷ requires that through the regulation and enforcement of consumer protection law, business actors and consumers can be fair in obtaining their rights and carrying out their obligations.

The inadequate feedback channel media for the online shop courier section can be analyzed so that it can reveal that in the end the provider of goods and consumers can

¹⁹ I Wayan Gde Wiryawan, "Urgensi Perlindungan Kurir Dalam Transaksi E-Commerce Dengan Sistem COD (Cash On Delivery) I Wayan Gde Wiryawan," *Jurnal Analisis Hukum* 4, no. 2 SE- (September 28, 2020): 187–202, <https://journal.undiknas.ac.id/index.php/JAH/article/view/3126>.

¹⁹ Lydia Azzahro Silparensi and Abdul Salam, "Urgensi Pengawasan Terhadap Penyedia Jasa Pengiriman Dalam Kegiatan E-Commerce: Studi Komparasi Indonesia Dengan Malaysia," in *Lex Patrimonium*, vol. 2, 2023, 157.

²⁰ Joanna Ejdys and Aleksandra Gule, "Trust in Courier Services and Its Antecedents as a Determinant of Perceived Service Quality and Future Intention to Use Courier Service," *Sustainability* 12, no. 21 (2020): 1–18, <https://econpapers.repec.org/RePEc:gam:jsusta:v:12:y:2020:i:21:p:9088-d:438396>.

be castrated in obtaining justice, when the delivery service has the power in the laving process, namely when the delivery service does not heed the contract by not immediately ensuring that the transacted goods are immediately in the hands of consumers. The parties have been given the obligation to carry out something according to the time specified to realize the achievement. The principle of fairness is not found when the burden of negative feedback must be borne by the provider of goods alone. The seller's right to receive a positive statement is something that should be received or done by a certain party and cannot be by any other party, which in principle can be forcibly demanded by him not obtained due to the fault of the courier service.

3. Principle of Balance

Balance must be realized to provide protection between the parties either materially or spiritually. This principle requires that the interests of the parties be regulated and must be realized with their respective rights and obligations. This article reveals that there is a period in a transaction process that has a tendency for the position of the delivery service to be stronger than the other two parties, namely when the delivery service party is in the period of controlling the object being transacted in the laving process, while the obligations of the parties as a whole must be carried out in every obligation that arises according to the contract, the burden to provide something that should be left or given by a certain party cannot be by any other party which in principle can be forcibly prosecuted by the interested party in this case to the provider of the goods considered negligent in carrying out the contents of the contract. The parties must consider the balance between individual freedom to conduct business and social responsibility in carrying out transactions. Of course, the contract is adequate to avoid abuse of the system, fraud, or other violations of the law. It is important to maintain a balance of power between buyers and sellers. Each party to the contract must have legal protection from excessive power at any point in the transaction. The carrier is deemed to be capable as a legal subject that from the time the goods are transported up to the goods are delivered at the agreed destination, the public transport company is liable for losses suffered by the shipper due to the goods being destroyed, lost or damaged by the carrier, unless it is proven that the destruction, loss or damage of the goods was caused by an unpreventable or avoidable event or shipping error.

4. Principle of Consumer Safety and Security

Efforts to provide guarantees of security and safety to consumers in the use, use and utilization of goods and services consumed or used are the objectives of this principle. This principle requires a legal guarantee that consumers will benefit from the products consumed or used, and conversely that the products will not threaten the peace and safety of their lives and property. This article reveals that there is a reality of losing some or all of the goods transacted when the laving process is carried out by the delivery service, even the period of utilization of goods that should be the right of consumers, one of which is in legal events for food objects that have a short consumption period that will threaten the safety of consumers if consumed as a result of the laving process that is not as promised.²¹ Of course this is related to the legal statement that the obligation

²¹ Mario Christi Suyoto, "Analisis Faktor-Faktor Yang Dapat Meningkatkan Kepercayaan Pelanggan Untuk Melakukan Online Shopping Dampaknya Terhadap Minat Beli Ulang (Studi Kasus Pada Pengguna

can arise because the law imposes a number of obligations that must be fulfilled and establishes a number of restrictions that must be obeyed by the parties to a contract.

The process of delivering goods where the goods delivery service is obliged to maintain the safety of consumer goods so that they remain intact starting when the goods are handed over to the expedition until the time the goods are delivered to the destination. However, it cannot be denied that there are obstacles experienced during the delivery process that can cause damage, delayed delivery and even loss of consumer goods. If this happens during the delivery process, the freight forwarder or expedition is obliged to be responsible for the losses suffered by consumers.²²

5. Principle of Legal Certainty

The parties are subject to the contract they made, which applies as a law through an attitude of obeying the law in order to obtain justice in the implementation of consumer protection,²³ the state plays a role in guaranteeing the rights of its citizens in the form of legal certainty. This principle expects that the rules regarding the rights and obligations contained in all forms and efforts of consumer protection must be realized by each party so as to obtain justice through legal certainty made or because of the law, thus the reason that the state plays a role and guarantees the implementation of consumer protection as it should.²⁴ This article finds that there are events of delay, loss, damage to goods and even wrong delivery which is evidence that the delivery service does not carry out its obligations as the contract applies as a law or a legal certainty for each party. The content of the obligations born from the contract that has been agreed upon by the delivery service at least respects the rights for all other parties to be treated or served correctly and honestly and non-discriminatory, the right to compensation, the right to compensation and/or replacement, and a solution mechanism if the goods and/or services received are not in accordance with the agreement or not as they should be.²⁵

The urgency of this legal principle is a fundamental foundation in maintaining justice, protection of human rights, social order, and certainty and predictability in society. Without a strong legal principle, society can be plunged into uncertainty, injustice, and instability that can disrupt social peace and progress. Concretely, the five principles above aim that the idea of consumer protection must be implemented in order to

Online Shopping Pada Makanan Kesehatan PT. Trias Sukses Dinamika Di Kota Semarang)" (Pascasarjana Universitas Diponegoro, 2006), <http://eprints.undip.ac.id/15154/>.

²² Holijah Holijah, "Strict Liability Principle: Consumer Protection from Hidden Defective Products in Indonesia," *Sriwijaya Law Review* 4, no. 1 (January 31, 2020): 109, <https://doi.org/10.28946/slrev.Vol4.Iss2.295.pp109-123>; Anak Agung Made Yuni Noviantari and I Made Priyanto, "Perlindungan Hukum Terhadap Konsumen Atas Wanprestasi Pelaku Usaha Online," *Jurnal Kertha Wicara* 10, no. 4 (2021): 247–57, <https://doi.org/10.24843/KW.2021.v10.i04.p06>.

²³ Aryo Dwi Prasnowo and Siti Malikhatun Badriyah, "Implementasi Asas Keseimbangan Bagi Para Pihak Dalam Perjanjian Baku," *Jurnal Magister Hukum Udayana (Udayana Master Law Journal)* 8, no. 1 (2019): 61, <https://doi.org/10.24843/jmhu.2019.v08.i01.p05>.

²⁴ Muhammad Fadlan and Aulia Muthiah, "Consumer Protection In Online Buying Transactions," *The 4th Legal Internasional Conference and Studies* 4, no. 4 (March 22, 2022), <https://doi.org/10.26532/PDIH.V4I4.20802>.

²⁵ Andika Ristiawanna Rangga, Sudiarto Sudiarto, and Ahmad Zuhairi, "Perlindungan Hukum Bagi Konsumen Dalam Perjanjian Pengiriman Barang Menggunakan Jasa Pengiriman Pt. Pos Indonesia Dalam Hal Terjadi Keterlambatan Atau Kehilangan Barang (Studi Di Kantor Pos Cabang Mataram)," *Commerce Law* 1, no. 2 (December 23, 2021): 108–18, <https://doi.org/10.29303/commercelaw.v1i2.536>.

¹ increase awareness, ability and independence of consumers to protect themselves, raise the dignity and dignity of consumers by preventing them from negative excesses in the use of goods and/or services, increase consumer empowerment in choosing, determining and demanding their rights as consumers, create a consumer protection system that contains elements of legal certainty and openness of information and access to information, foster awareness of business actors regarding the importance of consumer protection so that an honest and responsible attitude in business grows, and improve the quality of goods and/or services that guarantee the continuity of the business of producing goods and/or services, health, comfort, security and safety of consumers.

Rights and obligations will always be side by side, the relationship between the two must be balanced so that in addition to obtaining these rights consumers also have obligations to all parties involved in online transactions, especially those involving ³² carriers as delivery services. The concept of consumer protection does not only regulate the rights and obligations of consumers, but all parties that are clear⁵ stated in the contract. Indeed, consumer protection in Indonesia is concretely present in Article 6 and Article 7 of Law Number 8 of 1999 concerning Consumer Protection, accommodating all rights and obligations that are not limited to consumers alone.

Delivery services as a third party play an important role in electronic transactions when providing delivery services for goods from sellers to buyers. The delivery service's duties include picking up the goods from the seller, proper packaging, secure shipping, and delivery to the destination address specified by the buyer. Sellers and buyers rely on delivery services through creating a derivative contract of the seller-buyer contract by engaging such third parties to ensure that the purchased goods are delivered properly and arrive at the destination safely. Sellers and buyers can choose a delivery service based on trust, service quality, delivery speed, and cost that suits their needs. Indeed, in electronic transactions, sellers and buyers act as consumers of delivery services that help expedite the process of moving goods as objects that have been transacted between sellers and buyers.

Delivery of goods by the sender to the recipient can be categorized as a derivative of a pre-existing agreement into a transportation agreement. Basically, this agreement is an agreement carried out reciprocally ³ between the carrier and the sender, the carrier is obliged to carry out transportation activities from the sender's place to arrive at the agreed destination intact according to the agreement while the sender is obliged to pay a sum of money as a transportation fee.

⁹ Business actors are responsible for providing compensation for damage, pollution, and/or consumer losses due to consumption of goods and/or services produced or traded. Legal remedy is sometimes needed when it is con²³ sidered as a way of fulfilling or compensating rights based on court decisions given to the provider of goods and consumers who suffer losses, due to the actions of the delivery service due to negligence or errors or intentions. Adequately available information through consumer feedback channels can be detrimental to both the consumer and the provider of the goods simultaneously and result in negative impacts. If a courier error occurs and results in inconvenience or loss to the customer, removing information relating to the incident can help preserve their privacy and integrity. It also helps demonstrate the online seller's

concern and respect for the privacy of customers, both the provider of the transacted object and the end consumer. All forms of protection for parties who are harmed by one of the parties to the contract are resolved by the concept of the right to forget, the mechanism of which is through an application in court.

Consumers in this article find that it is not limited to the party receiving the goods in the laving process, the party providing the goods to be transferred to the buyer is also a consumer of the delivery service, so consumers have the right to claim compensation from the delivery service business actor if they get services that are not in accordance with what was agreed upon, causing harm to consumers. Normatively, it confirms that the actions of consumers in claiming compensation to business actors are regulated and contained in consumer protection rules, which contain the rights obtained by consumers, namely that they can be given compensation if a service provided is not in accordance with what has been promised or not as it should be. The shipping service has an obligation to deliver the consumer's shipment to its destination in an intact condition according to when the goods will be sent through guaranteed delivery neatly and quickly for the merchandise and goods it has received for it, with respect to all the infrastructure it can take to ensure good delivery. Therefore, if in the process of laving things happen that result in the delivery of goods damaged or lost, the consumer is entitled to receive compensation for the consequences of these events, namely obliged to bear the damage or loss of merchandise and goods after delivery caused by the fault or negligence of the service provider.

In practice, there are many similarities in consumer protection that can be seen in the terms and conditions of delivery services that contain points of compensation, which include guarantees to provide compensation for damage, loss or error in delivery, if the delivery service is proven to be the result of negligence and error. The delivery service is also responsible for protecting the shipment with adequate insurance and covering the applicable premium costs, then the compensation for the insured goods is in accordance with the applicable insurance provisions as agreed prior to the contract. There is also a form of protection if the sender does not purchase Insurance, then the payment of replacement costs for lost or damaged consignments, the action can be in the form of inclusion of a maximum value based on shipping costs or the price of goods taken at the lowest value. Concretely, there are also those that regulate specifically for consumer protection on the object of document delivery, in the form of listing the maximum replacement value, and likewise if the sender buys insurance on the object being sent.

The rise of violations of what is promised is experienced by consumers feeling very disadvantaged by the compensation stated in the contract clause made by the shipping service business actor, for example, one well-known shipping service contains a clause that is quite detrimental to consumers because the highest compensation fee is only 10 x the cost of shipping services if the goods sent are not insured. The goods that get compensation are worth the goods or the price of the goods if the consumer has insured the shipment where the premium insurance fee is paid by the consumer. This is a transfer of the perpetrator's responsibility in terms of compensating for losses in this way. Whereas based on legal principles and legal norms, business actors are obliged to provide compensation, compensation and / or reimbursement for losses due to the use of shipping services used by consumers, at least the compensation should be provided by business actors must have a positive impact on consumers, the fulfillment

of consumer obligations as a form of one of the consumers' trust in business actors, because they have entrusted goods through the engagement they made through shipping services to their destination address.²⁶

4. Conclusion

This article reveals that there is a period in a transaction process that has a tendency for the position of the delivery service to be stronger than the other two parties, namely when the delivery service is in the period of controlling the object being transacted in the laving process, there are principles and norms contained in protecting consumers quite adequately in transactions in the marketplace, so that it can be an umbrella for consumers when experiencing losses. Indeed, the delivery service is present when laving is needed in transactions using electronic media systems as an intermediary in carrying out legal acts, presenting a derivative contract from the contract that has been made by the provider and the buyer in the e-transaction. The laving period has the power of the delivery service that plays a role that tends to be misbruik omstandigheden, but when a default occurs during the laving period, the burden is on the seller when he gets negative feedback by the consumer, while he is a consumer of the delivery service, this is due to inadequate facilities for courier feedback, and inadequate legal knowledge of the buyer so that the fault of the delivery service becomes the suffering of the goods provider, when in fact the suffering must be borne by the service provider. This article finds that there are inadequate facilities to accommodate comments addressed to the delivery service on the marketplace, the lack of public knowledge regarding the legal subject or which party should be responsible for injuring other parties who have made achievements. Third parties involved in derivative contracts that are present from a transaction using electronic media, namely delivery services, should get an evaluation in order to be able to continue to improve their services, because the seller gets a bad reputation due to the actions of the delivery service when it should be the delivery party that should carry the bad reputation, it is hoped that the market place organizing agent provides adequate facilities for all consumers to provide comments regarding delivery service services must be realized immediately, so that third parties continue to improve in providing services to consumers.

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