


The Legal Consequences of Goods Returns on Business Entities under the Cash on Delivery Payment System

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Abstract

Introduction: E-commerce is a part of e-business that focuses on online buying and selling transactions carried out through electronic media, such as the internet. Payments for E-commerce transactions appear in various forms, for example, e-wallet, micropayment, credit card, even with a cash on delivery (COD) payment system.

Purposes of the Research: This research aims to understand and explain the regulations of cash on delivery payment systems in e-commerce and the legal consequences of product returns for business entities regarding cash on delivery payment systems.

Methods of the Research: This is conducted through a normative legal method using a statutory approach and a conceptual approach.

Findings of the Research: Based on this research, the regulation of the on-site payment system is regulated in the Civil Code, Consumer Protection Act, Electronic Information and Transaction Law and Government Regulation on the Implementation of Electronic Systems and Transactions. The legal consequences experienced by business entities regarding the return of goods made by consumers when shopping through E-commerce are paying compensation to consumers if the goods are not in accordance or damaged and returns with a mechanism that has been determined by each marketplace. The form of guarantee given by the marketplace if the goods are not in accordance or damaged is in the form of free shipping when returning goods which will be fully borne by the marketplace. Meanwhile, if the goods are in accordance, consumers cannot claim a guarantee and are required to make payments with the on-site payment system.

Keywords: Legal Consequences; Return of Goods; Cash on Delivery.

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INTRODUCTION

The widespread use of technology in the economic sector, utilizing the internet as a medium for trade transactions, has established electronic commerce or *E-commerce* as one of the primary transaction platforms.¹ Modern technology not only improves human welfare, progress, and civilization but also serves as a means to commit legal violations.² The emergence of various websites and *E-commerce* applications in Indonesia, such as Tokopedia, Shopee, Lazada, Zalora, Bukalapak, and others, has significantly contributed to the growth of commercial economic activities during this period. This development has resulted in a wide range of products and services available for consumption. The advancement of trade has created substantial and unrestricted movement in every commercial transaction.³ *E-commerce* transactions are buying and selling activities

¹ Richardus Eko Indrajit, *E-commerce: Kiat dan Strategi Bisnis di Dunia Maya*, (Jakarta: Elex Media Komputindo, 2001), h. 33.

² Abdul Halim Barkatullah, *Hukum Transaksi Elektronik*, (Bandung: Nusa Media, 2017), h. 3.

³ Teng Berlianty, "Pendaftaran Merek Produk Usaha Mikro Kecil Dan Menengah Untuk Memperkuat Daya Saing Menghadapi Masyarakat Ekonomi Asia", *SASI* 23, no. 1 (2017), p. 1.

conducted electronically using electronic contracts (*E-contracts*). According to Edmon Makarim, an electronic contract or *E-contract* is a legal obligation or relationship carried out electronically through the integration of computer-based information systems with communication systems that rely on telecommunication services, further supported by the internet, which is a worldwide network of computers.⁴ Article 18 Paragraph (1) of the Electronic Information and Transactions Law stipulates that “*Electronic transactions embodied in electronic contracts are binding upon the parties.*” Although buying and selling transactions on Shopee are conducted online, the use of electronic devices has significant implications.

The definition of sale and purchase is found in Article 1457 of the Indonesian Civil Code (KUHPerdata), which states that “*A sale and purchase is an agreement whereby one party binds itself to deliver an item, and the other party to pay the agreed price.*” An agreement occurs when there is mutual consent.⁵ According to R. Wirjono Prodjodikoro, an agreement is a legal act concerning property between two parties, in which one party promises to perform or refrain from performing an act, while the other party has the right to demand the fulfillment of that promise.⁶ Article 1458 of the Indonesian Civil Code (KUHPerdata) stipulates that “*A sale and purchase is deemed to have occurred between both parties at the moment they reach an agreement regarding the object and the price, even though the object has not yet been delivered and the price has not yet been paid.*” Once an agreement is reached, both parties have consented to all the terms that have been stipulated.

Numerous cases frequently occur; for instance, in 2021, five cases were reported on the Okezone Finance website.⁷ One such case took place in May 2021 in Jakarta, where social media was abuzz with a video showing a woman verbally abusing a delivery courier who brought a package to her home. The courier, who recorded the incident, attempted to explain the online shopping process using the cash-on-delivery payment system in the video. However, the woman appeared indifferent to the courier’s explanation and continued to express her frustration with harsh words, ultimately returning the goods to the courier. The woman claimed that she felt deceived because the contents of the package did not match her expectations. Consumers refusal to accept goods, even though the ordered items are in accordance with the agreement, can be caused by fentities beyond the agreed terms, such as the buyer’s poor economic condition, hit-and-run behavior, and other circumstances. These situations inevitably place business entities in a position where they must bear losses and ultimately accept the return of the ordered goods from the courier.⁸

The case above illustrates a consumers act of disregarding the agreement, thereby breaching the contract with the business actor to accept payment in accordance with the terms regarding the condition and value exchange of goods and services sold, as stipulated in Article 6 of Law Number 8 of 1999 concerning Consumer Protection . The consumer has also violated Article 5 of the Consumer Protection Law, which mandates that consumers must act in good faith when conducting transactions for the purchase of goods or services and are obliged to pay in accordance with the agreed value exchange. This breach results in the business actor suffering losses related to the capital invested in purchasing goods and

⁴ Dimas Prasajo, *Hal-hal Penting Dalam Perjanjian Elektronik* (Clik-Wrap Agreement), <https://www.daya.id/usaha/artikel-daya/hukum-perizinan/hal-hal-penting-dalam-perjanjian-elektronik-lik-wrap-agreement>

⁵ Soedharyo Soimin, *Kitab Undang-Undang Hukum Perdata*, (Jakarta: Sinar Grafika, 2016), p. 356.

⁶ Evi Ariyani, *Hukum Perjanjian*, (Yogyakarta: Penerbit Ombak, 2013), p. 2.

⁷ <https://economy.okezone.com/read/2021/06/21/320/2428448/kasuskasus-cod-viral-dari-disiram-air-sampai-diancam-samurai?page=all>.

⁸ <https://lipsus.kompas.com/pameranotomotifnasional2024/read/2021/05/17/153538226/viral-ibu-ibu-maki-kurir-bagaimana-sebenarnya-sistem-cod-di-olshop?page=all>.

the loss of raw materials used in their business operations.⁹ Article 1513 of the Indonesian Civil Code (KUHPPerdata) regulates that the buyers obligation is to pay the purchase price at the time and place stipulated in the agreement. Legal protection concerning the fulfillment of business entities' rights in e-commerce transactions using the cash on delivery payment method is necessary, especially given the public's lack of understanding about the mechanisms of the cash on delivery system which often leads to misunderstandings among the community.

METHODS OF THE RESEARCH

This research employs a normative juridical research method. The approaches used in this study are the statute approach and the conceptual approach. The sources of legal materials used in this research include primary legal materials, secondary legal materials, and tertiary legal materials. Primary legal materials consist of legislation related to the issues addressed. Secondary legal materials include books and scholarly works. Meanwhile, tertiary legal materials provide guidance or explanations regarding primary and secondary legal materials, consisting of legal dictionaries, the Great Indonesian Dictionary (KBBI), and Wikipedia (website). The procedure for collecting legal materials involves inventorying information from primary and secondary legal materials relevant to this study. The processing and analysis of legal materials are conducted using normative legal research methods, involving problem description, exposition, interpretation, and analysis, thereby producing conclusions based on the collected legal materials.

RESULTS AND DISCUSSION

A. Regulation of the Cash on Delivery Payment System in E-commerce

An agreement is a consent made by two or more parties who agree to abide by the terms stated in the agreement, whether in writing or orally.¹⁰ According to R. Subekti, an agreement is an event in which one party promises to another, or two parties mutually promise to perform a certain act.¹¹ Article 1313 of the Indonesian Civil Code (KUHPPerdata) provides a definition of an agreement, stating that "*An agreement is an act by which one or more persons bind themselves to one or more other persons.*" The general requirements for the validity of an agreement are regulated in Article 1320 of the Civil Code. An agreement creates an obligation between the two parties who make it. In its form, an agreement may consist of a series of words containing promises or commitments, whether spoken or written. Thus, the agreement can be expressed in writing in the form of a letter/deed or orally.¹²

One type of agreement is the sale and purchase agreement. A sale and purchase agreement is an agreement between the seller and the buyer, in which the seller binds themselves to transfer ownership rights of an item or goods to the buyer, and the buyer binds themselves to pay the price of the goods. Legally, the sale and purchase agreement is regulated in Articles 1457 to 1540 of the Indonesian Civil Code. Article 1458 of the Civil

⁹ Bagus Made Bama Anandika Berata, "Perlindungan Hukum Terhadap Pelaku Usaha Terkait Wanprestasi Yang Dilakukan Konsumen Dengan Cara Hit And Run", *Kertha Semaya: Jurnal Ilmu Hukum* 4, no. 3 (2016), p. 5.

¹⁰ Hukumonline, "Rincian Syarat Sah Perjanjian Pasal 1320 KUH Perdata." <https://www.hukumonline.com/berita/a/syarat-sah-perjanjian-di-mata-hukum-lt6273669575348/>.

¹¹ Syahmin, *Hukum Perjanjian Internasional*, (Jakarta: Raja Grafindo Persada, 2006), p. 1.

¹² Teng Berlianty, Rory Jeff Akyuwen, and Michael Nussy. "Sistem Gadai Hasil Dusun Dalam Perspektif Hukum Perjanjian." *Jatiswara* 38, no. 1 (2023). p. 5.

Code explicitly states that “A sale and purchase agreement is considered to have taken place between the seller and the buyer once they have agreed and consented to the condition of the goods and the price of the goods”.¹³ Traditionally, sales transactions are conducted through direct face-to-face interaction; however, with the advancement of technology, sales can now be conducted over the internet, commonly referred to as *E-commerce*.

Currently, buying and selling are no longer limited to conventional transactions, as they can also be conducted through *E-commerce*. The use of the internet as a medium for buying and selling has transformed the business landscape, particularly in the field of trade, driven by advancements in information technology.¹⁴ Conventional buying and selling refers to transactions conducted directly between the seller and the buyer, typically carried out in traditional markets or modern marketplaces. In contrast, electronic buying and selling involves activities conducted online via the internet. *E-commerce* transactions can be conducted through marketplaces such as websites, applications, social media, online markets, and other sales platforms. One example of an *E-commerce* application is Shopee. An online sale and purchase agreement through a marketplace is considered valid when the seller makes an offer and the buyer accepts it by expressing agreement in the form of a purchase order or by clicking 'checkout,' specifying the items purchased and agreeing to the general terms and conditions of the offer. In electronic sales transactions, both parties involved establish a legal relationship through an agreement or contract made electronically.¹⁵

In conducting buying and selling transactions through e-commerce, payment is not solely dependent on bank transfers; rather, more secure payment systems are available using methods known as e-payment. *E-payment* is a payment method that utilizes the internet as an intermediary platform. Currently, many startups facilitate sellers and buyers by ensuring the security of *E-commerce* transactions. There are several types of payment systems that can be categorized as electronic payments (*E-payment*), including *micropayments*, *E-wallets*, *credit cards/smart cards*, and *debit cards*. Although the implementation of *E-payment* systems facilitates consumers in conducting transactions more conveniently, *E-payment* also presents certain drawbacks. Not all prospective buyers possess *E-payment* facilities, and there is often a lack of knowledge regarding the proper use of these systems. Additionally, consumers frequently harbor concerns about the potential leakage of their personal data and the risk of cyberattacks, which have become increasingly prevalent alongside technological advancements. In response to these issues, marketplaces have introduced cash payment systems, commonly known as Cash on Delivery (COD), as a practical solution. This method allows consumers to continue shopping via *E-commerce* platforms while making payments only upon receipt of the goods.

The payment cash on delivery system is a popular payment method in e-commerce, whereby consumers make cash payments after receiving the goods. This method is offered to consumers with the aim of facilitating online shopping. The payment cash on delivery system represents a recent development in online sales transactions and is classified as part of an electronic contract agreement. From a legal perspective, a contract law creates an obligation for the parties involved, which serves as the basis for the execution of the

¹³ *Ibid.*

¹⁴ Sahabuddin, “Transaksi Konvensional Dengan Transaksi E-Commerce (Pendekatan Komparatif)”, *Jurnal Lex Specialis* 20 (2017): 25-43.

¹⁵ Sari, “Keabsahan Perjanjian Kontrak Elektronik Dalam Transaksi E-Commerce Di Tinjau Dari Hukum Perdata”, *AL WASATH Jurnal Ilmu Hukum* 3, no. 2 (2022): 105-112.

agreement.¹⁶ Online sales transactions often give rise to various issues affecting both business entities and consumers. One of the primary challenges faced by business entities or producers concerns the payment methods. Fundamentally, online sales transactions are intended to facilitate the process of buying and selling. Therefore, the payment methods employed should simplify these transactions. The convenience and trustworthiness of the payment cash on delivery system entail legal consequences that must be understood by both consumers and *E-commerce* business entities.

The legal aspects related to the payment cash on delivery system in *E-commerce* encompass various regulations governing transactions, notably electronic contracts. An electronic contract is an agreement between parties formed through electronic means. Such an agreement or contract must fulfill the validity requirements as stipulated in Article 1320 of the Indonesian Civil Code (KUHPdata), which sets forth the conditions for a valid contract, namely mutual consent, legal capacity, a definite subject matter, and a lawful cause. According to Professor Subekti, the term "contract" has a narrower meaning as it refers specifically to written agreements or consents.¹⁷ Consumer protection in e-commerce also includes dispute resolution mechanisms, whereby consumers may file complaints if problems arise during transactions, and e-commerce companies are obligated to resolve such issues. In the context of online sales transactions, legal protection is based on the Government Regulation on the Implementation of Electronic Systems and Transactions, which serves as the implementing regulation of the Electronic Information and Transactions Law. When disputes occur in online sales transactions within e-commerce, these two legal instruments may be invoked to address the issues.

Business actors and consumers engaged in sales transactions establish a legally binding relationship, whereby both parties possess rights and obligations that must be fulfilled in the execution of the agreement. In sales transactions utilizing the payment-on-delivery system, specific rights and obligations must be observed by both consumers and business actors to ensure the smoothness and fairness of the transaction process. The Consumer Protection Law not only enumerates the rights and obligations of consumers but also those of business actors. However, the rights granted to consumers are more extensive compared to those afforded to business actors, while the obligations imposed on business actors exceed those required of consumers. The rights and obligations of consumers are regulated under Articles 4 and 5 of the Consumer Protection Law, whereas the rights and obligations of business actors are governed by Articles 6 and 7 of the Consumer Protection Law.

B. Legal Consequences of Returning Goods to Business Entities in the Payment-on-Delivery System

Return of goods is carried out by consumers for various reasons, for example, goods sent by the seller do not match the product description or have specifications that do not comply with the agreement and the goods are damaged. The online sales process that applies the cash on delivery payment system is one of the payment systems in *E-commerce* where the buyer pays cash upon the arrival of the goods. One of the *E-commerce* platforms that uses the cash on delivery payment system is Shopee, which is frequently used by the public. The mechanism for returning goods in the cash on delivery system in *E-commerce* is as follows; Return Procedure: Reporting the problem, if there is a problem with the goods received, the

¹⁶ Mariam Darus Badruzaman, *Aneka Hukum Bisnis*, (Bandung: Penerbit Alumni, 1994), p. 3.

¹⁷ Agus Yudha Hernoko, *Hukum perjanjian asas proposionalitas dalam kontrak komersial*, (Jakarta: Kencana Prenada Media Group, 2011), p. 14.

consumer needs to report it to Shopee through the application or website. The consumer can select the option "Return goods" or "Report a problem" on the relevant order. Return confirmation, after reporting the problem, Shopee will verify the consumers complaint. The consumer may be asked to provide evidence in the form of photos or videos explaining the problem faced. Return approval, if Shopee confirms the return of the goods, they will grant approval for the return. Consumers will be given instructions on how to return the goods, including the shipping address and the shipping methods that can be used. Return submission, consumers who wish to return goods must submit a request through the *E-commerce* platform used. This process usually involves filling out a return form and attaching supporting evidence such as photos or videos of the condition of the goods. Return deadline, each e-commerce platform has different provisions regarding the return deadline. For example, Shopee sets the return period within 3×24 hours after the goods are received. Goods inspection, after the submission is accepted, the seller or the *E-commerce* party will inspect the condition of the returned goods to ensure conformity with the reason for the return submitted. Return costs, the *E-commerce* platform charges the return cost to the business actor if the business actor's negligence causes the return of the goods. This policy varies depending on the platform used. Refund, if the consumer chooses a refund, Shopee will return the consumer's money through the payment method the consumer used when making the purchase.

The refund process can take several business days depending on the payment method used. Goods replacement, if the consumer chooses a replacement of goods, Shopee will send new or similar goods as a replacement for the returned goods. The consumer will receive updates regarding the status of the goods replacement and shipping through the Shopee application or website. Communication with Shopee, during the process of returning goods, it is important to maintain communication with Shopee through the application or website. Consumers can ask questions, provide updates, or follow instructions provided by Shopee to ensure the return process runs smoothly.

The above mechanism can be concluded that with these fairly strict procedures, Shopee's community policy should be able to protect the rights of business actors, in this case the sellers on Shopee, if the return of goods requested by the consumer complies with the procedures contained in the agreement. However, in practice, there are several procedures that are skipped or not carried out by consumers when returning goods to the seller, thereby violating Shopee's community policy agreement itself and potentially causing losses to sellers on Shopee.

Legal protection is a form of primary protection, based on the idea that law serves as a means to comprehensively accommodate the interests and rights of legal subjects. Law has coercive power officially recognized by the state, thus it can be enforced permanently. It is important for business actors to have legal protection or legitimate guarantees. Legal protection is an action intended to protect and assist victims whose rights have been taken or harmed. Preventive legal protection efforts for sellers as business actors can be carried out by; business actors or sellers are obliged to include the store identity on the website and provide relevant, honest, and accurate information regarding product descriptions because minimal information can trigger misuse in the transaction process such as fictitious sellers and website addresses. Proper and clear inclusion of standard clauses or terms and conditions of purchase from the seller on the online store account to avoid problems. Reconfirmation with the buyer regarding orders involving large quantities, buyer data, and

shipping addresses. This aims to verify credibility and administrative data so that it is safe and protects sellers from malicious buyers. Repressive legal efforts can take the form of legal resolution after a dispute occurs, either non-litigation, litigation outside the court, or litigation through the court. Repressive legal protection aims to restore the legal rights that have been violated by one of the parties. Repressive legal protection can also take the form of restoring reputation for errors made by consumers and imposing sanctions in the form of compensation payments.

CONCLUSION

Based on the discussion above, it can be concluded that the regulation of the cash on delivery payment system in *E-commerce* is governed by the Civil Code, which regulates the validity of agreements; the Consumer Protection Law, which regulates the rights and obligations of business actors and consumers; the Electronic Information and Transactions Law, which regulates electronic transactions; and the Government Regulation on Electronic Systems and Transactions, which regulates the implementation of electronic systems and transactions. The legal consequence experienced by business actors regarding the return of goods made by consumers when shopping through *E-commerce* is the obligation to pay compensation to consumers if the goods are truly damaged or do not conform, and the return must follow the mechanism determined by each marketplace. The form of guarantee provided by marketplaces such as Shopee for goods that are not in accordance or damaged is free shipping costs during the return process, which will be fully borne by Shopee. If the goods are not defective, the consumer must make payment using the cash on delivery system, and the consumer cannot claim a warranty as the agreement has been fulfilled accordingly.

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