

LEGAL PROTECTION FOR SELLERS IN CASH ON DELIVERY SCHEMES: ANALYSIS OF CONSUMER RIGHTS ABUSE IN ELECTRONIC COMMERCE TRANSACTIONS

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Abstract

The development of information technology has led to a shift from conventional transactions to electronic commerce, including the widespread use of Cash on Delivery (COD) systems on marketplace platforms. Although COD provides a sense of security for consumers, it also creates legal risks for sellers, particularly when buyers abuse the product return mechanism. This study examines the legal protection available to online sellers against the misuse of COD returns, using a case example of a sports retail business in Banyumas, including Planet Shoes Banyumas. This research applies a normative legal method based on the Indonesian Civil Code (KUHPerdata), particularly the provisions governing sale and purchase agreements (Articles 1457–1540), the principle of good faith (Article 1338 paragraph 3), the principle of balance between contractual parties, and the concept of breach of contract (Article 1243). The act of returning goods that have been replaced with different items constitutes a breach of contract, which gives sellers the legal right to demand performance or compensation. The findings indicate that the enforcement of sellers' rights is often constrained by limited evidence, incomplete consumer data, and the restricted role of third parties such as marketplace platforms and courier services, whose responsibilities are not comprehensively regulated in electronic contracts. This study recommends strengthening legal protection through clearer contractual clauses, proper documentation of product conditions, and technical verification mechanisms during the return process. The findings are expected to contribute to the development of civil law in the context of digital transactions and to provide practical guidance for business actors using COD systems in order to promote more balanced contractual relationships.

Keywords: legal protection, cash on delivery, electronic commerce, breach of contract

A. Background

Advances in information technology have driven a major shift in buying and selling patterns, from conventional methods to e-commerce. Through various digital platforms such as Shopee¹, consumers can purchase goods more easily, including through the Cash on Delivery (COD) payment method. The COD system provides consumers with a sense of security because payment is only made after the goods are received. Despite its popularity, this system raises various legal issues, especially when the return mechanism is abused by consumers².

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¹ Samuel Situmorang, "Syarat Sahnya Suatu Jual-Beli Online Pada Perjanjian/ Kontrak Elektronik Di Indonesia," *Visi Sosial Humaniora* 3, no. 2 (December 28, 2022): 170–88, <https://doi.org/10.51622/vsh.v3i2.1115>.

² Nabila Alifa Ch and Diah Aju Wisnuwardhani, "Perlindungan Hukum Pelaku Usaha Online Dalam Transaksi Jual Beli Online Melalui Sistem Cash On Delivery," *Bhirawa Law Journal* 3, no. 2 (November 30, 2022): 129–35, <https://doi.org/10.26905/blj.v3i2.8950>.

A number of sports stores in Banyumas, including the shoe store that was the location of the study, have seen an increase in the practice of returning goods that do not match the products sent by the seller. A number of sports stores in Banyumas, including the shoe store that was the location of the study, have seen an increase in the practice of returning goods that do not match the products sent by the seller³. This situation shows that legal protection in electronic transactions is not only important for consumers but also for sellers, who have equal legal standing under the principle of equality before the law as stipulated in Article 27(1) and Article 28D(1) of the 1945 Constitution⁴.

This issue not only concerns the technical aspects of product returns but is also closely related to the concepts of agreements and obligations in civil law⁵. Online buying and selling remains a contractual relationship as stipulated in Article 1457 of the Indonesian Civil Code⁶, which obliges the seller to deliver the goods and the buyer to pay the agreed price. When consumers return goods that do not correspond to the original agreement, such conduct constitutes a breach of contract (*wanprestasi*) and violates the principle of good faith as regulated in Article 1338 paragraph (3) of the Civil Code. Under these circumstances, sellers have a legal basis to demand performance or claim compensation in accordance with Article 1243 of the Civil Code⁷.

Previous studies have generally focused more on the responsibility of marketplaces and consumer protection, so that the aspect of legal protection for sellers against the misuse of the return policy has not been widely researched. Therefore, this study seeks to fill this gap by examining in greater depth the implementation of online sales agreements in COD transactions⁸, legal protection for sellers when faced with misuse of returns⁹, and measures that can be taken to anticipate the risk of inappropriate returns.

This study aims to provide a more comprehensive overview of the legal position of sellers in COD transactions, including how the principles of balance and good faith should be applied in interactions between sellers and consumers. This study also directs its analysis towards the forms of legal liability that arise when abuse occurs, as well as formulating effective measures that sellers can practically implement, either through

³ Vicki Crinis, "Corporate Social Responsibility, Human Rights and Clothing Workers in Bangladesh and Malaysia," *Asian Studies Review* 43, no. 2 (April 3, 2019): 295–312, <https://doi.org/10.1080/10357823.2019.1588850>.

⁴ Grace Evelyn Pardede and Ferdinand Sujanto, "Urgensi Penyeragaman Kebijakan Cod Pada Marketplace Indonesia Demi Mewujudkan Perlindungan Hukum," *Journal Economic & Business Law Review* 2, no. 2 (October 30, 2022): 73, <https://doi.org/10.19184/jebclr.v2i2.26565>.

⁵ Chandra Kirana and Yunanto Yunanto, "Perlindungan Dan Tanggung Jawab Hukum Atas Pembatalan Transaksi Jual Beli Melalui Metode Cash On Delivery Di E-Commerce," *AL-MANHAJ: Jurnal Hukum Dan Pranata Sosial Islam* 5, no. 2 (October 31, 2023): 1977–88, <https://doi.org/10.37680/almanhaj.v5i2.3443>.

⁶ Retno Wahyu Ningsih, Robi'ah Al Adawiyah, and Andhita Risiko Faristiana, "Perkembangan Teknologi Sebagai Modus Scamming Di Laman Jual Beli Online," *Jurnal Kajian Dan Penelitian Umum* 1, no. 3 (June 8, 2023): 117–31, <https://doi.org/10.47861/jkpu-nalanda.v1i3.232>.

⁷ Rory Jeff Akyuwen, "Tanggung Jawab Penjual Yang Beritikad Tidak Baik Dalam Transaksi Online Dengan Sistem Pembayaran Cash On Delivery," *KANJOLI Business Law Review* 1, no. 1 (July 13, 2023): 9–19, <https://doi.org/10.47268/kanjoli.v1i1.9800>.

⁸ Rachel Chambers, "Litigating Corporate Human Rights Information," *American Business Law Journal* 60, no. 1 (March 30, 2023): 111–74, <https://doi.org/10.1111/ablj.12220>.

⁹ Zainuddin Zainuddin And Andi Risma, "The Good Faith Of The Parties In Buying And Selling Goods Online With Cash On Delivery (COD) Payment: A Critical Analysis," *European Journal Of Law And Political Science* 2, No. 1 (January 25, 2023): 6–12, <https://doi.org/10.24018/Ejpolitics.2023.2.1.59>.

strengthening agreement clauses or technical mechanisms such as documentation of goods and verification by couriers¹⁰.

Through this approach, this introduction emphasizes that the protection of sellers in COD¹¹ transactions is an important issue that requires attention, both from a normative and practical perspective. By understanding patterns of abuse and the applicable legal basis¹², this study is expected to contribute theoretically to the development of civil law in the field of electronic transactions and provide practical benefits for businesses that utilize COD services in online trading activities¹³.

B. Research Methods

This study employs a normative legal research method supported by a statutory approach and a conceptual approach. The statutory approach is used to examine relevant legal provisions, including the Indonesian Civil Code, the Law on Electronic Information and Transactions, and the Consumer Protection Law, which serve as the primary legal framework for analyzing legal protection for sellers in Cash on Delivery (COD) transactions.

The conceptual approach is applied to analyze key legal principles and doctrines, such as the principle of good faith, the principle of balance between contractual parties, and the concept of breach of contract (*wanprestasi*), in order to assess their relevance and application in electronic sales agreements.

To complement the normative analysis, this research is reinforced with limited empirical data obtained through observation and brief interviews with business actors in Banyumas, particularly Planet Shoes Purwokerto. This empirical data is used solely to illustrate the forms of abuse of goods returns in COD transactions and does not alter the normative character of the research.

All legal materials and supporting data are analyzed qualitatively using a descriptive-analytical method, aiming to connect applicable legal norms with observed practices and to provide a comprehensive overview of the legal position of sellers and the forms of legal protection available in COD transactions. This study does not aim to generalize empirical findings but to strengthen normative legal analysis.

C. Research Findings and Discussions

Implementation of Online Sales Agreements and Seller Protection in COD Transactions

Online sales agreements in COD transactions constitute electronic agreements that bind sellers and consumers from the moment an agreement is reached through the

¹⁰ Indriya Fathni Et Al., “Perlindungan Hukum Bagi Penjual Marketplace Akibat Kerugian Layanan Cod,” *Legal Standing : Jurnal Ilmu Hukum* 7, No. 2 (July 19, 2023): 436–48, <https://doi.org/10.24269/Ls.V7i2.7341>.

¹¹ Ansari Insa Annisa Rifka, “Perlindungan Hukum Terhadap Pelaku Usaha Online Shop Yang - Mengalami Kerugian Akibat Konsumen Yang Beritikad Tidak Baik,” *Jurnal Fakultas Hukum Universitas Syiah Kuala* 7, No. 1 (2023): 53.

¹² Hanifah Nur Adilah Et Al., “Beli Online, Bayar Offline: Cod Shopee Dan Dampaknya Terhadap Mahasiswa Millennial,” *Academica: Journal Of Multidisciplinary Studies* 6, No. 2 (2022): 205–24, <https://doi.org/10.22515/Academica.V6i2.5710>.

¹³ Ismail Wahyudi, Muhamad Nasrudin, and Sainul Sainul, “Kuantifikasi Objek Jual-Beli Dalam Transaksi Borongan Di Kota Metro: Perspektif Hukum Islam,” *JIL: Journal of Islamic Law* 2, no. 1 (February 17, 2021): 94–118, <https://doi.org/10.24260/jil.v2i1.165>.

ordering system on a marketplace platform¹⁴. Such agreements fulfill the requirements for a valid contract as stipulated in Article 1320 of the Indonesian Civil Code, namely the consent of the parties, legal capacity, a specific object, and a lawful cause. In this context, the consumer's action of pressing the "checkout" button represents a legally valid declaration of intent¹⁵.

The elements of a sale and purchase agreement are also fulfilled as regulated in Article 1457 of the Civil Code, which establishes the seller's obligation to deliver the goods and the buyer's obligation to pay the agreed price. The COD system does not alter the fundamental structure of the agreement but merely postpones the buyer's performance until the goods are received. This arrangement places sellers in a more vulnerable position, as their performance is fulfilled in advance through delivery of the goods to the courier¹⁶, while the fulfillment of the consumer's obligation occurs only at the final stage of the transaction.

In marketplace practice, sales agreements are supplemented by standard clauses determined by the platform, governing payment procedures, delivery, return mechanisms, complaint deadlines, and dispute resolution¹⁷. In COD transactions, platforms generally require consumers to inspect the condition of the goods before making payment and to return the goods in the same condition as received. Nevertheless, these clauses often tend to favor consumers, as sellers are not directly involved in the verification process conducted by couriers during returns¹⁸.

From a technical perspective, the COD system allows consumers to return goods deemed unsuitable. However, field practices reveal various forms of misuse, including replacing the original goods with different items, returning damaged products, or resending goods that do not originate from the seller¹⁹. Such actions are inconsistent with the principle of good faith as stipulated in Article 1338 paragraph (3) of the Indonesian Civil Code. Legally, these actions fulfill the elements of a breach of contract (*wanprestasi*), as consumers fail to perform their contractual obligation to maintain and return the object of the agreement in its original condition. Consequently, pursuant to Article 1243 of the Civil Code, sellers are entitled to claim compensation for losses resulting from the consumer's failure to properly perform their contractual obligations²⁰.

¹⁴ Irvan Adelindo And Jeane Netje Saly, "Jaminan Pemenuhan Hak Pelaku Usaha Oleh Konsumen Dalam Transaksi Dengan Cash On Delivery (Cod) Berdasarkan UNDANG - UNDANG NOMOR 8 TAHUN 1999," *Riau Law Journal* 7, No. 2 (November 30, 2023): 214, <https://doi.org/10.30652/Rlj.V7i2.8223>.

¹⁵ Mario Lengkong et al., "Perlindungan Hukum Bagi Pelaku Usaha Dan Konsumen Serta Tanggung Jawab Pelaku Usaha Untuk Mempermudah Transaksi Jual Beli Dalam Sistem Perdagangan Online," *Khatulistiwa: Jurnal Pendidikan Dan Sosial Humaniora* 5, no. 2 (May 2, 2025): 74–88, <https://doi.org/10.55606/khatulistiwa.v5i2.5783>.

¹⁶ Tatang Sudrajat, "The Combination of Normative Juridical Methods and Literature in Educational Administration Research," *Proceedings of International Conference on Social Science, Political Science, and Humanities (ICoSPOLHUM)* 3 (January 8, 2023): 00026, <https://doi.org/10.29103/icospolhum.v3i.160>.

¹⁷ M.H. assoc.prof.Dr.Rio Cristiawan, S.H., M.Hum., M.Kn. Retno Wulandari, S.H., *Hukum Kontrak Bisnis*, 2023.

¹⁸ M.A. Ab Halim and M.M. Mohd Salleh, "Consumer Rights in Halal Products: A Study Based on Legal and Syariah Perspectives," *Food Research* 4, no. S1 (February 26, 2020): 281–90, [https://doi.org/10.26656/fr.2017.4\(S1\).S31](https://doi.org/10.26656/fr.2017.4(S1).S31).

¹⁹ Imam Sujono, Yovita Arie Mangesti, and Slamet Suhartono, "The Seller's Liability Due Hidden Defective Products In The Online Selling And Buying Transaction Base On UUPK," *International Journal of Law Reconstruction* 6, no. 2 (October 24, 2022): 257, <https://doi.org/10.26532/ijlr.v6i2.21522>.

²⁰ Muh Ersandi Rizki Pratama and Sutrisno Sutrisno, "Perlindungan Hukum Terhadap Kurir Jika Terjadi Ketidaksesuaian Pengiriman Barang Terhadap Konsumen Dalam Transaksi Cash on Delivery (COD)," *Sultan*

To strengthen legal protection for sellers, the implementation of marketplace agreements and clauses should be complemented by preventive mechanisms, such as documenting goods prior to shipment, recording serial numbers, and involving courier verification during the return process²¹. These measures are essential in providing evidentiary support in the event of disputes and in ensuring objectivity in the return process. With clearer contractual clauses and strengthened technical procedures, online sales agreements under the COD system can offer more balanced legal protection for both sellers and consumers²².

Legal Protection for Online Sellers from a Civil Law Perspective, and Returns of Non-Compliant Goods

The Cash on Delivery (COD) system has grown rapidly because it is considered to provide a sense of security for consumers, but it actually poses a number of vulnerabilities for sellers²³. In this transaction, the sales agreement is still subject to the provisions of the Civil Code, particularly Article 1457 concerning the obligation to deliver goods and Article 1338 concerning the principle of freedom of contract and good faith. When consumers take advantage of the opportunity to return goods to act fraudulently, for example, by replacing the contents of the goods or returning unsuitable products, such actions constitute a breach of contract as referred to in Article 1243 of the Civil Code²⁴.

In practice, in a number of sports stores in Banyumas, sellers have received returned goods that are no longer the same as the goods that were delivered. The resulting losses are not only material but also disrupt the smooth operation of the business²⁵. In practice, in a number of sports stores in Banyumas, sellers have received returned goods that are no longer the same as the goods that were delivered. The resulting losses are not only material but also disrupt the smooth operation of the business²⁶.

The principle of good faith plays an important role in electronic transactions. Agreements can only be balanced if both parties fulfill their obligations honestly. When consumers abuse the return feature, an imbalance occurs that puts sellers in a vulnerable position. Therefore, legal protection should not only be repressive through compensation

Jurisprudence: Jurnal Riset Ilmu Hukum 2, no. 2 (October 28, 2022): 146, <https://doi.org/10.51825/sjp.v2i2.16304>.

- ²¹ Grace Ayu beta Evangeli, Rahmi Zubaedah, and Imanudin Affandi, "Wanprestasi Oleh Penjual Pada Perjanjian Pengikatan Jual Beli," *Legal Spirit* 8, no. 1 (April 5, 2024): 235, <https://doi.org/10.31328/ls.v8i1.5604>.
- ²² Zulfa Azzah Fadhlaka and Amarru Muftie Holish, "Re-Existence of the Culture of Shame in Online Buying and Selling Fraudulent Practices to Improve Consumer Protection in the Era of the Industrial Revolution 4.0," *Lex Scientia Law Review* 3, no. 2 (2019): 155–62, <https://doi.org/10.15294/lesrev.v3i2.35397>.
- ²³ Syifa Rana Tsary, "Application Of The Principle Of Good Faith In Electronic Transactions (E-Commerce) By Consumers That Use The Cash On Delivery (COD) Method," *International Journal Of Multicultural And Multireligious Understanding* 10, No. 10 (October 10, 2023): 51, <https://doi.org/10.18415/Ijmmu.V10i10.5098>.
- ²⁴ Aditya Maulana Rizqi and Muhammad Ramli, "E-Commerce Liability to Consumers For the Sale of Black Market Products," *AL-MIKRAJ Jurnal Studi Islam Dan Humaniora (E-ISSN 2745-4584)* 5, no. 01 (August 24, 2024): 482–94, <https://doi.org/10.37680/almikraj.v5i01.5867>.
- ²⁵ Devi Apriyanti et al., "Legal Protection for Online Shopping Business Receiving Fictive Orders With a Payment System on The Site or Cash on Delivery," *Justitia Jurnal Hukum* 6, no. 2 (January 28, 2023), <https://doi.org/10.30651/justitia.v6i2.17227>.
- ²⁶ Ismail Yusuf, "Juridic Review Of The Implementation Of The Principle Of Good Faith In Online Buying Transactions," *Estudiante Law Journal* 2, no. 3 (October 9, 2020): 396–409, <https://doi.org/10.33756/eslaj.v2i3.15777>.

claims but also supported by preventive measures through clearer contract arrangements and technical mechanisms²⁷.

In practice, there are several steps that can strengthen the position of sellers. Sellers need to clearly state the terms and conditions of the transaction, including the return procedure, complaint deadline, and consequences if the returned goods are not in accordance with the agreement²⁸. In practice, there are several steps that can strengthen the position of sellers. Sellers need to clearly state the terms and conditions of the transaction, including the return procedure, complaint deadline, and consequences if the returned goods are not in accordance with the agreement²⁹.

Verification by the courier upon collection of the returned goods can also help ensure that the return process is objective. Marketplaces and delivery services should be involved as third parties that provide procedural certainty, so that sellers are not entirely dependent on their own statements. In some cases, this step can prevent losses from the outset because the condition of the goods has been verified in advance before being returned to the seller³⁰.

This series of efforts shows that legal protection for sellers in COD transactions requires a combination of legal and technical approaches³¹. Sellers need clear contractual rules, adequate evidence, and transparent return procedures to maintain a balance between the rights and obligations of the parties. For small businesses, preventive mechanisms are key because formal law enforcement processes often require costs and time that are disproportionate to the value of the loss³².

Thus, understanding online sales agreements, applying the principle of good faith, and implementing structured return handling mechanisms are essential foundations for strengthening legal protection for sellers in the COD system. Through a combination of normative and technical measures, contractual relationships can be made fairer and the risk of abuse of the return feature can be minimized more effectively.

D. Conclusions

The misuse of return mechanisms in Cash on Delivery (COD) transactions places online sellers in a legally vulnerable position, as improper returns undermine contractual obligations and the principle of good faith. This condition reflects an imbalance in the

²⁷ Ch and Wisnuwardhani, "Perlindungan Hukum Pelaku Usaha Online Dalam Transaksi Jual Beli Online Melalui Sistem Cash On Delivery."

²⁸ Rifki Alfian, "Exploring Legal Protections for E-Commerce Businesses in the Risks of Cash on Delivery Transactions," *Jurnal Analisis Hukum* 7, no. 2 (September 25, 2024): 170–81, <https://doi.org/10.38043/jah.v7i2.5629>.

²⁹ Nabil Abduh Aqil, Chelsea Mutiara Putri, and Dinda Yunisa, "Evaluation Of Cash On Delivery System For Improving Legal Certainty In The Development Of Electronic Transactions In Indonesia," *Ikatan Penulis Mahasiswa Hukum Indonesia Law Journal* 2, no. 2 (February 22, 2022): 251–64, <https://doi.org/10.15294/ipmhi.v2i2.55074>.

³⁰ Christopher P. Lumbangaol, Janus Sidabalok, and Wawasan Halawa, "Consumer Protection of the Goods Delivered Does Not Accordance with the Online Purchase Agreement in the Framework of E-Commerce," *The International Journal of Humanities & Social Studies* 10, no. 4 (April 30, 2022), <https://doi.org/10.24940/theijhss/2022/v10/i4/HS2204-001>.

³¹ Muhammad Vico Febriansyah, Constantius Mario Valentino Mbaling, and Finsri Metanoya Tapilatu, "Perlindungan Konsumen Terhadap Tindakan Wanprestasi Produk E-Commerce," *El-Mal: Jurnal Kajian Ekonomi & Bisnis Islam* 5, no. 4 (February 9, 2024): 2105–13, <https://doi.org/10.47467/elmal.v5i4.911>.

³² Zhan Shi, Qinghan Wang, and Yanming Wang, "Investigating Challenges and Countermeasures in the Reverse Supply Chain of E-Commerce Returns: Case Study of Jingdong Self-Operated Mall," ed. J. Gu, *SHS Web of Conferences* 181 (January 17, 2024): 03008, <https://doi.org/10.1051/shsconf/202418103008>.

implementation of electronic sales agreements, where sellers often bear greater risks despite having fulfilled their contractual performance.

This study highlights that existing legal protection for sellers has not been optimally enforced due to practical constraints, including limited consumer identification, internal marketplace policies, and evidentiary challenges. As a result, sellers' legal remedies, although available under civil and criminal law, are often difficult to implement effectively in practice.

To address these issues, strengthening both normative and technical aspects of COD transactions is essential. Clearer contractual provisions, improved documentation practices, and stronger coordination among sellers, marketplace platforms, and delivery service providers are necessary to enhance legal certainty and ensure a more balanced contractual relationship. Through these measures, legal protection for online sellers in COD transactions can be improved in a more proportional and sustainable manner.

REFERENCES

- Ab Halim, M.A., and M.M. Mohd Salleh. "Consumer Rights in Halal Products: A Study Based on Legal and Syariah Perspectives." *Food Research* 4, no. S1 (February 26, 2020): 281–90. [https://doi.org/10.26656/fr.2017.4\(S1\).S31](https://doi.org/10.26656/fr.2017.4(S1).S31).
- Adelindo, Irvan, and Jeane Netje Saly. "Jaminan Pemenuhan Hak Pelaku Usaha Oleh Konsumen Dalam Transaksi Dengan Cash On Delivery (Cod) Berdasarkan UNDANG - UNDANG NOMOR 8 TAHUN 1999." *Riau Law Journal* 7, no. 2 (November 30, 2023): 214. <https://doi.org/10.30652/rlj.v7i2.8223>.
- Adilah, Hanifah Nur, Vinda Ardyan Novita, Dita Sri Lestari, and Farah Haibah. "Beli Online, Bayar Offline: Cod Shopee Dan Dampaknya Terhadap Mahasiswa Millennial." *Academica: Journal of Multidisciplinary Studies* 6, no. 2 (2022): 205–24. <https://doi.org/10.22515/academica.v6i2.5710>.
- Akyuwen, Rory Jeff. "Tanggung Jawab Penjual Yang Beritikad Tidak Baik Dalam Transaksi Online Dengan Sistem Pembayaran Cash On Delivery." *KANJOLI Business Law Review* 1, no. 1 (July 13, 2023): 9–19. <https://doi.org/10.47268/kanjoli.v1i1.9800>.
- Alfian, Rifki. "Exploring Legal Protections for E-Commerce Businesses in the Risks of Cash on Delivery Transactions." *Jurnal Analisis Hukum* 7, no. 2 (September 25, 2024): 170–81. <https://doi.org/10.38043/jah.v7i2.5629>.
- Annisa Rifka, ansari insa. "Perlindungan Hukum Terhadap Pelaku Usaha Online Shop Yang - Mengalami Kerugian Akibat Konsumen Yang Beritikad Tidak Baik." *Jurnal Fakultas Hukum Universitas Syiah Kuala* 7, no. 1 (2023): 53.
- Apriyanti, Devi, Elly Kristiani Purwendah, Wiwin Muchtar, and Elisabeth Pudyastiwi. "Legal Protection for Online Shopping Business Receiving Fictive Orders With a Payment System on The Site or Cash on Delivery." *Justitia Jurnal Hukum* 6, no. 2 (January 28, 2023). <https://doi.org/10.30651/justitia.v6i2.17227>.
- Aqil, Nabil Abduh, Chelsea Mutiara Putri, and Dinda Yunisa. "Evaluation Of Cash On Delivery System For Improving Legal Certainty In The Development Of Electronic Transactions In Indonesia." *Ikatan Penulis Mahasiswa Hukum Indonesia Law Journal* 2, no. 2 (February 22, 2022): 251–64. <https://doi.org/10.15294/ipmhi.v2i2.55074>.
- assoc.prof.Dr.Rio Cristiawan, S.H., M.Hum., M.Kn. Retno Wulandari, S.H., M.H. *Hukum Kontrak Bisnis*, 2023.
- Ch, Nabila Alifa, and Diah Aju Wisnuwardhani. "Perlindungan Hukum Pelaku Usaha Online Dalam Transaksi Jual Beli Online Melalui Sistem Cash On Delivery." *Bhirawa Law Journal* 3, no. 2 (November 30, 2022): 129–35. <https://doi.org/10.26905/blj.v3i2.8950>.
- Chambers, Rachel. "Litigating Corporate Human Rights Information." *American Business Law Journal* 60, no. 1 (March 30, 2023): 111–74. <https://doi.org/10.1111/ablj.12220>.
- Crinis, Vicki. "Corporate Social Responsibility, Human Rights and Clothing Workers in Bangladesh and Malaysia." *Asian Studies Review* 43, no. 2 (April 3, 2019): 295–312. <https://doi.org/10.1080/10357823.2019.1588850>.
- Evangeli, Grace Ayu beta, Rahmi Zubaedah, and Imanudin Affandi. "Wanprestasi Oleh Penjual Pada Perjanjian Pengikatan Jual Beli." *Legal Spirit* 8, no. 1 (April 5, 2024): 235. <https://doi.org/10.31328/ls.v8i1.5604>.
- Fadhlika, Zulfa Azzah, and Amarru Muftie Holish. "Re-Existence of the Culture of Shame in Online Buying and Selling Fraudulent Practices to Improve Consumer Protection in the

- Era of the Industrial Revolution 4.0.” *Lex Scientia Law Review* 3, no. 2 (2019): 155–62. <https://doi.org/10.15294/lesrev.v3i2.35397>.
- Fathni, Indriya, Moh Ahsanuddin Jauhari, Dewi Sulastri, Nandang Najmudin, Neng Yani Nurhayani, and Saskia Fazrin Khoirunnisa. “Perlindungan Hukum Bagi Penjual Marketplace Akibat Kerugian Layanan COD.” *Legal Standing : Jurnal Ilmu Hukum* 7, no. 2 (July 19, 2023): 436–48. <https://doi.org/10.24269/ls.v7i2.7341>.
- Febriansyah, Muhammad Vico, Constantius Mario Valentino Mbalng, and Finsri Metanoya Tapilatu. “Perlindungan Konsumen Terhadap Tindakan Wanprestasi Produk E-Commerce.” *El-Mal: Jurnal Kajian Ekonomi & Bisnis Islam* 5, no. 4 (February 9, 2024): 2105–13. <https://doi.org/10.47467/elmal.v5i4.911>.
- Kirana, Chandra, and Yunanto Yunanto. “Perlindungan Dan Tanggung Jawab Hukum Atas Pembatalan Transaksi Jual Beli Melalui Metode Cash On Delivery Di E-Commerce.” *AL-MANHAJ: Jurnal Hukum Dan Pranata Sosial Islam* 5, no. 2 (October 31, 2023): 1977–88. <https://doi.org/10.37680/almanhaj.v5i2.3443>.
- Lumbangaol, Christopher P., Janus Sidabalok, and Wawasan Halawa. “Consumer Protection of the Goods Delivered Does Not Accordance with the Online Purchase Agreement in the Framework of E-Commerce.” *The International Journal of Humanities & Social Studies* 10, no. 4 (April 30, 2022). <https://doi.org/10.24940/theijhss/2022/v10/i4/HS2204-001>.
- Mario Lengkong, Sinari Telaumbanua, Herlin Herlin, Nobertus Randa Lembang, and Siti Nur Atasya. “Perlindungan Hukum Bagi Pelaku Usaha Dan Konsumen Serta Tanggung Jawab Pelaku Usaha Untuk Mempermudah Transaksi Jual Beli Dalam Sistem Perdagangan Online.” *Khatulistiwa: Jurnal Pendidikan Dan Sosial Humaniora* 5, no. 2 (May 2, 2025): 74–88. <https://doi.org/10.55606/khatulistiwa.v5i2.5783>.
- Pardede, Grace Evelyn, and Ferdinand Sujanto. “Urgensi Penyeragaman Kebijakan Cod Pada Marketplace Indonesia Demi Mewujudkan Perlindungan Hukum.” *Journal Economic & Business Law Review* 2, no. 2 (October 30, 2022): 73. <https://doi.org/10.19184/jebr.v2i2.26565>.
- Pratama, Muh Ersandi Rizki, and Sutrisno Sutrisno. “Perlindungan Hukum Terhadap Kurir Jika Terjadi Ketidaksesuaian Pengiriman Barang Terhadap Konsumen Dalam Transaksi Cash on Delivery (COD).” *Sultan Jurisprudence: Jurnal Riset Ilmu Hukum* 2, no. 2 (October 28, 2022): 146. <https://doi.org/10.51825/sjp.v2i2.16304>.
- Retno Wahyu Ningsih, Robi’ah Al Adawiyah, and Andhita Risiko Faristiana. “Perkembangan Teknologi Sebagai Modus Scamming Di Laman Jual Beli Online.” *Jurnal Kajian Dan Penelitian Umum* 1, no. 3 (June 8, 2023): 117–31. <https://doi.org/10.47861/jkpu-nalanda.v1i3.232>.
- Rizqi, Aditya Maulana, and Muhammad Ramli. “E-Commerce Liability to Consumers For the Sale of Black Market Products.” *AL-MIKRAJ Jurnal Studi Islam Dan Humaniora (E-ISSN 2745-4584)* 5, no. 01 (August 24, 2024): 482–94. <https://doi.org/10.37680/almikraj.v5i01.5867>.
- Shi, Zhan, Qinghan Wang, and Yanming Wang. “Investigating Challenges and Countermeasures in the Reverse Supply Chain of E-Commerce Returns: Case Study of Jingdong Self-Operated Mall.” Edited by J. Gu. *SHS Web of Conferences* 181 (January 17, 2024): 03008. <https://doi.org/10.1051/shsconf/202418103008>.
- Situmorang, Samuel. “Syarat Sahnya Suatu Jual-Beli Online Pada Perjanjian/ Kontrak Elektronik Di Indonesia.” *Visi Sosial Humaniora* 3, no. 2 (December 28, 2022): 170–88. <https://doi.org/10.51622/vsh.v3i2.1115>.
- Sudrajat, Tatang. “The Combination of Normative Juridical Methods and Literature in Educational Administration Research.” *Proceedings of International Conference on*

- Social Science, Political Science, and Humanities (ICoSPOLHUM)* 3 (January 8, 2023): 00026. <https://doi.org/10.29103/icospolhum.v3i.160>.
- Sujono, Imam, Yovita Arie Mangesti, and Slamet Suhartono. "The Seller's Liability Due Hidden Defective Products In The Online Selling And Buying Transaction Base On UUPK." *International Journal of Law Reconstruction* 6, no. 2 (October 24, 2022): 257. <https://doi.org/10.26532/ijlr.v6i2.21522>.
- Tsary, Syifa Rana. "Application of the Principle of Good Faith in Electronic Transactions (E-Commerce) by Consumers That Use the Cash on Delivery (COD) Method." *International Journal of Multicultural and Multireligious Understanding* 10, no. 10 (October 10, 2023): 51. <https://doi.org/10.18415/ijmmu.v10i10.5098>.
- Wahyudi, Ismail, Muhamad Nasrudin, and Sainul Sainul. "Kuantifikasi Objek Jual-Beli Dalam Transaksi Borongan Di Kota Metro: Perspektif Hukum Islam." *JIL: Journal of Islamic Law* 2, no. 1 (February 17, 2021): 94–118. <https://doi.org/10.24260/jil.v2i1.165>.
- Yusuf, Ismail. "Juridic Review Of The Implementation Of The Principle Of Good Faith In Online Buying Transactions." *Estudiante Law Journal* 2, no. 3 (October 9, 2020): 396–409. <https://doi.org/10.33756/eslaj.v2i3.15777>.
- Zainuddin, Zainuddin, and Andi Risma. "The Good Faith of the Parties in Buying and Selling Goods Online with Cash on Delivery (COD) Payment: A Critical Analysis." *European Journal of Law and Political Science* 2, no. 1 (January 25, 2023): 6–12. <https://doi.org/10.24018/ejpolitics.2023.2.1.59>.