

Legal Protection for MSMEs Against Fictitious Orders in ShopeeFood

Atika Sunarto, Ruth Amanda Sinaremare, Selvina Siahaan, Muhammad Ali Adnan

Pusat Unggulan Iptek PT Business Law
Faculty of Law, Universitas Prima Indonesia, Medan, Indonesia
atikasunarto@unprimdn.ac.id

Abstract

This study examines the legal protection of Micro, Small, and Medium Enterprises (MSMEs) against fictitious orders on the ShopeeFood platform, particularly within Cash on Delivery (COD) transactions that generate financial losses for merchants. The research employs a normative-empirical juridical method using statutory, conceptual, and case approaches supported by interviews with MSME actors in Medan City and analyses of relevant legal regulations and platform policies. The findings reveal that fictitious orders constitute a form of consumer default and, in certain circumstances, may also fulfill the elements of unlawful acts in electronic transactions because consumers intentionally fail to receive and pay for ordered goods. Although legal protection is normatively available through the Civil Code, Consumer Protection Law, and Electronic Information and Transactions Law, its implementation remains ineffective due to weak consumer verification systems, limited access to electronic evidence, unclear platform liability standards, and inadequate compensation mechanisms. The study further demonstrates that digital platforms cannot merely be regarded as passive intermediaries because they exercise substantial control over transaction systems, user data, payment mechanisms, and dispute resolution procedures. The novelty of this research lies in its integrative analysis of the relationship between consumer default, platform accountability, and MSME protection within app-based food delivery ecosystems through a combined normative and empirical approach. This study contributes theoretically to the development of digital commerce liability discourse and practically proposes a regulatory framework emphasizing stronger platform accountability, technology-based fraud prevention, mandatory user verification, merchant compensation mechanisms, and accessible online dispute resolution systems to strengthen legal certainty and substantive protection for MSMEs in Indonesia's digital economy.
Keywords: Default; Fictitious Transactions; Legal Protection; MSMEs; ShopeeFood

1. INTRODUCTION

The rapid growth of digital food delivery services has significantly transformed the business landscape for MSMEs in Indonesia. The increasing use of application-based platforms such as ShopeeFood, GoFood, and GrabFood has expanded market access and created new economic opportunities for small business actors¹. Data released by the Asosiasi Penyelenggara Jasa Internet Indonesia indicate that internet penetration and digital transaction activities continue to increase annually, accompanied by growing consumer dependence on online food delivery services. While this development provides economic benefits, it simultaneously generates new legal risks for MSMEs operating within digital ecosystems.²

One of the most frequently reported problems is the occurrence of fictitious orders, particularly in transactions utilizing the COD payment system. In this scheme, consumers

¹ B. Morisson & A. A. H. S. Fikri, "Digitalisasi UMKM sebagai Strategi Meningkatkan Daya Saing di Era Ekonomi Digital", *E-Bisnis: Jurnal Ilmiah Ekonomi Dan Bisnis*, 18, no.1 (2025): 289-299, <https://doi.org/10.51903/e-bisnis.v18i1.2215>

² H. Anisah, N. Friska, & M. Hidayatullah, "Dampak Digitalisasi Terhadap Pertumbuhan UMKM di Negara Berkembang", *Jurnal Riset Dan Inovasi Manajemen*, 2, (2024) :17-35. <https://doi.org/10.59581/jrim-widyakarya.v2i4.4157>

place orders through digital platforms but intentionally fail to receive or pay for the products upon delivery. Such practices result in direct financial losses for MSMEs because food products have already been prepared using raw materials, labor, and operational resources³. Several reports from business associations and national media have shown that fictitious orders continue to affect culinary MSMEs in various regions of Indonesia, causing losses ranging from hundreds of thousands to millions of rupiah per incident. For small-scale enterprises operating with limited capital, recurring fictitious transactions may threaten business sustainability and reduce economic resilience.⁴

The legal problem becomes more complex because existing regulations have not specifically governed the allocation of responsibility among consumers, digital platforms, and merchants in fictitious transaction cases. Although electronic transactions are recognized as legally binding agreements under Indonesian civil law and electronic transaction regulations, mechanisms for enforcing consumer liability remain difficult to implement in practice. Consumers frequently use inaccurate identities, temporary telephone numbers, or unverified accounts, making legal enforcement ineffective. At the same time, digital platforms generally position themselves as intermediaries and often disclaim responsibility for losses suffered by merchants. This condition creates a legal protection gap that places MSMEs in a vulnerable position within digital commerce.⁵

The urgency of this study is therefore not merely economic but also juridical. The increasing frequency of fictitious orders demonstrates a discrepancy between normative legal protection and practical legal enforcement. Existing legal instruments provide general provisions concerning breach of contract and electronic transactions, yet they do not specifically regulate compensation mechanisms, preventive obligations, or platform accountability for merchant losses arising from fictitious orders. This regulatory weakness creates uncertainty regarding the legal protection available to MSMEs and highlights the need for a more comprehensive legal framework.⁶

The phenomenon can be observed through the experience of “Dapur Nisa,” a culinary MSME operating in Medan City through the ShopeeFood platform. The business received a COD order valued at IDR 275,000, which was subsequently canceled because the consumer could not be contacted and the delivery address proved invalid. As a result, prepared food products could not be resold, causing direct losses estimated between IDR 200,000 and IDR 230,000. The incident illustrates how fictitious transactions create tangible

³ D. R. Barus, H. N. Simamora, & G. Surya, “Tantangan dan Strategi Pemasaran UMKM di Era Teknologi dan Digitalisasi,” *Journal of Creative Student Research (JCSR)* 1, no. 6 (2023): 357–365, <https://doi.org/10.55606/jcsrpolitama.v1i6.2958>

⁴ S. S. Benedicta, A. Qodar, & P. Sulisty, “Jual Beli Online Dengan Metode Pembayaran Cash On Delivery (COD),” *Unes Law Review* 5, no. 4 (2023): 2536–2548, <https://doi.org/10.31933/unesrev.v5i4>.

⁵ M. A. Adnan, Sunarto, A., Parhusip, D., & Khair, A., “Perlindungan Hukum Terhadap Lingkungan Dalam Pembangunan Ibukota Nusantara,” *Jurnal Preferensi Hukum* 4, no. 3 (2023): 396–400, <https://doi.org/10.55637/jph.4.3.7552.396-400>

⁶ I. Sari, “Perbuatan Melawan Hukum (PMH) dalam Hukum Pidana dan Hukum Perdata,” *Jurnal Ilmiah Hukum Dirgantara* 11, no. 1 (2020): 53–70, <https://doi.org/10.35968/jh.v11i1.651>.

economic losses while simultaneously exposing the limitations of existing legal protection mechanisms for MSMEs.

Several previous studies have examined legal issues arising from digital transactions. Rahmawati (2025) analyzed the role of digital platforms in strengthening MSME competitiveness and expanding market access⁷. The study demonstrated the positive contribution of digitalization to business development, but did not examine legal risks arising from electronic transaction disputes. Consequently, the issue of legal protection for MSMEs against consumer misconduct remained unexplored.⁸

Maharani (2024) investigated legal protection in electronic transactions from the perspective of personal data protection and the responsibilities of electronic system providers. Although the study contributed to understanding consumer rights in digital environments, its analysis primarily focused on consumers rather than business actors. The position of MSMEs as parties suffering economic losses in digital transactions was not specifically addressed.

Syahfitri (2025) discussed legal protection for MSMEs in online commercial activities and emphasized the importance of regulatory support for business certainty. Nevertheless, the study examined MSME protection in a general context and did not specifically analyze fictitious orders, consumer breach of contract, or the legal responsibilities of food delivery platforms.

A comparative review of these studies indicates that existing scholarship remains concentrated on consumer protection, personal data security, and the general digitalization of MSMEs. Research specifically addressing fictitious orders as a form of consumer breach of contract remains limited. Furthermore, previous studies have not comprehensively examined the relationship between consumer liability, platform responsibility, and legal protection for MSMEs within food delivery ecosystems. This condition demonstrates the existence of a research gap concerning the legal consequences of fictitious transactions and the adequacy of current legal protection mechanisms for merchants.⁹

The novelty of this study lies in its focus on legal protection for MSMEs as victims of fictitious orders within app-based food delivery services. Unlike previous studies, this research combines normative legal analysis with empirical findings obtained from MSME actors affected by fictitious transactions in Medan City. The study also develops an analysis of platform accountability in digital commerce and evaluates the adequacy of existing legal frameworks in protecting MSMEs against losses resulting from consumer default. This

⁷ C. Rahmatika, A. Sunarto, & Harpepen, "Analisis Pemanfaatan E-Commerce Untuk Meningkatkan Daya Saing UMKM Kota Bengkulu (Studi di UMKM Kelurahan Nusa)," *JSE: Jurnal Sharia Economics* 5 (April) (2026), <https://doi.org/10.47532/6jpg6q89>

⁸ M. Cevitra & G. Djajaputra, "Perbuatan Melawan Hukum (Onrechtmatige Daad) Menurut Pasal 1365 Kitab Undang-Undang Hukum Perdata dan Perkembangannya," *Unes Law Review* 6, no. 1 (2023): 2722–2731, <https://doi.org/10.31933/unesrev.v6>

⁹ N. M. Dewi & N. M. Sukardi, "Kekuatan Hukum T&a Tangan Digital dalam Pembuktian Sengketa Perdata Menurut Undang-Undang Nomor 11 Tahun 2008 tentang Informasi dan Transaksi Elektronik," *Raad Kertha* 06, no. 02 (2024): 37–44, <https://doi.org/10.47532/6jpg6q89>.

approach contributes to the development of legal discourse concerning digital platform governance, electronic transactions, and MSME protection in Indonesia.

2. METHOD

This study employs a normative-empirical legal research method. The research primarily focuses on normative legal analysis supported by empirical data obtained from the field. The normative aspect examines legal norms governing electronic transactions, breach of contract, and legal protection for MSMEs, while the empirical aspect is intended to assess the implementation of these legal norms in actual business practices involving fictitious orders on digital food delivery platforms. Therefore, this study does not merely analyze legal provisions in abstract terms but also evaluates their effectiveness in addressing legal issues experienced by MSMEs in digital commerce.¹⁰

The research applies three approaches: the statute approach, the conceptual approach, and the case approach. The statute approach is used to examine relevant legal instruments, including the Indonesian Civil Code, Law Number 11 of 2008 concerning Electronic Information and Transactions as amended by Law Number 1 of 2024, Law Number 20 of 2008 concerning Micro, Small, and Medium Enterprises, and Government Regulation Number 7 of 2021 concerning the Facilitation, Protection, and Empowerment of Cooperatives and MSMEs. The conceptual approach is employed to analyze legal doctrines and theories relating to breach of contract, legal liability, legal protection, and electronic agreements. Meanwhile, the case approach is used to examine the occurrence of fictitious orders experienced by MSME actors operating through the ShopeeFood platform in Medan City.¹¹

The legal materials used in this study consist of primary, secondary, and tertiary legal materials. Primary legal materials include statutory regulations, court decisions, and other authoritative legal sources relevant to electronic transactions and MSME protection. Secondary legal materials consist of legal textbooks, scientific journal articles, research reports, and scholarly opinions discussing breach of contract, digital platforms, and MSME protection. Tertiary legal materials include legal dictionaries, encyclopedias, and other supporting references that assist in interpreting legal concepts and terminology.

Empirical data were obtained through semi-structured interviews conducted with MSME actors who experienced losses due to fictitious orders on the ShopeeFood platform in Medan City. The interviews were aimed at obtaining information regarding the forms of losses suffered, the obstacles encountered in seeking legal remedies, and the effectiveness of complaint and compensation mechanisms provided by digital platforms. The empirical data serve to complement the normative analysis and provide a practical understanding of the legal issues faced by MSMEs in electronic transactions.

¹⁰ Z. Ali, *Metode Penelitian Hukum*, (Jakarta : Sinar Grafika, 2021)

¹¹ T. A. S. Negara, "Normative Legal Research in Indonesia: Its Originis and Approaches", *Audito Comparative Law Journal (ACLJ)*, 4, no.1, (2023) :1–9. <https://doi.org/10.22219/aclj.v4i1.24855>

Data collection was conducted through literature studies and field research. Literature studies were carried out by examining relevant legal materials and academic literature, while field research was conducted through interviews with selected respondents using purposive sampling techniques based on their direct experience with fictitious order transactions. The combination of normative and empirical data enables a more comprehensive examination of legal protection mechanisms for MSMEs.

The collected data were analyzed using qualitative descriptive analysis. Legal materials and empirical findings were systematically classified, interpreted, and analyzed to identify the relationship between existing legal norms and their implementation in practice. The analysis focused on evaluating the adequacy of legal protection for MSMEs, identifying weaknesses in current regulatory frameworks, and assessing the extent to which digital platforms bear responsibility for losses resulting from fictitious orders. Through this method, the study seeks to formulate legal arguments and recommendations for strengthening the protection of MSMEs within Indonesia's digital commerce ecosystem.

3. RESULTS AND DISCUSSION

3.1 Consumer Default in Fictitious Transactions on ShopeeFood and Legal Protection for MSMEs

The increasing occurrence of fictitious orders on digital food delivery platforms demonstrates that the legal relationship between consumers and business actors in electronic commerce is becoming increasingly complex. In application-based transactions such as ShopeeFood, the ordering process creates a legal relationship that gives rise to reciprocal rights and obligations between consumers and merchants. Consumers are obligated to receive and pay for the ordered products, while merchants are obligated to prepare and deliver goods according to the agreed specifications. Once an order has been confirmed through the platform system, an electronic agreement is formed and becomes legally binding upon the parties. Consequently, the cancellation of an order without legitimate justification after the merchant has fulfilled its obligations raises important legal questions regarding the classification of such conduct and the extent of legal protection available to MSMEs¹².

From the perspective of Indonesian civil law, fictitious orders can primarily be categorized as a form of breach of contract (*wanprestasi*). Article 1320 of the Civil Code recognizes agreements concluded through lawful consent, while Article 1338 affirms that legally formed agreements bind the parties as law. In digital commerce transactions, the acceptance of an order through the application constitutes a manifestation of consent that creates contractual obligations. When consumers intentionally fail to receive the ordered products or refuse to make payment under a COD arrangement, they fail to perform obligations that have already been agreed upon. Such conduct fulfills the legal elements of *wanprestasi* because one party neglects to perform contractual duties, resulting in losses to

¹² A. Sunarto, M. S. Rumapea, M. A. Adnan, & A. Khair, "Influence Law International to Policy National Law in Developing Countries in Right Basic Man," *SASI* 31, no. 1 (2025): 82–94, <https://doi.org/10.47268/sasi.v31i1.281>

the other party. Therefore, the legal consequence should be the obligation to compensate the injured party pursuant to Article 1243 of the Civil Code.

However, the legal classification of fictitious orders should not be limited solely to breach of contract. In certain circumstances, fictitious orders may also constitute an unlawful act (*perbuatan melawan hukum*) as regulated under Article 1365 of the Civil Code. This classification becomes relevant when consumers deliberately use false identities, fictitious addresses, or misleading information to create the appearance of a genuine transaction while having no intention of completing it. Such actions violate the legal rights of business actors and contradict the principle of good faith that underlies contractual relationships. The existence of intentional deception demonstrates fault, while the resulting losses suffered by merchants satisfy the requirement of damage. Consequently, the legal elements of unlawful conduct are fulfilled, thereby opening the possibility of civil liability beyond contractual responsibility.¹³

The distinction between breach of contract and unlawful conduct is particularly important because it determines the legal basis for compensation claims. If the dispute arises solely from non-performance of an existing agreement, the legal remedy lies within contractual liability. Conversely, when consumers intentionally manipulate information or abuse digital systems to deceive merchants, the conduct extends beyond contractual non-performance and enters the realm of unlawful acts. In practice, fictitious order cases frequently contain elements of both categories, thereby requiring a comprehensive legal analysis rather than a simplistic classification. This demonstrates that consumer misconduct in digital commerce cannot always be adequately addressed through conventional contractual doctrines alone.¹⁴

From a criminal law perspective, fictitious orders may also contain elements of fraud or electronic information manipulation. Article 35 of Law Number 1 of 2024 concerning Electronic Information and Transactions criminalizes intentional manipulation, creation, alteration, deletion, or destruction of electronic information and electronic documents in a manner that causes them to appear authentic. Consumers who intentionally use fabricated identities, false electronic data, or misleading digital information to create fictitious transactions may therefore incur criminal liability. The criminal dimension becomes particularly relevant when the conduct demonstrates fraudulent intent from the outset and causes measurable losses to merchants or electronic system providers. Thus, fictitious orders potentially create a multilayered legal responsibility encompassing contractual liability, tort liability, and criminal liability simultaneously.

¹³ S. Arifa, J. Putri, A. Agung, A. Primantari, Udayana U., D. P. Klod, & K. Denpasar, "Perlindungan Hukum Bagi Konsumen Atas Wanprestasi Pre-Order Food & Beverage," *Jurnal Media Akademik* 3, no. 11 (2025), <https://doi.org/10.62281/vw2t6f75>

¹⁴ H. Hasyim, D. Panjaitan, P. Sitinjak, & V. Sinaga, "Analisis perlindungan hukum terhadap kontrak bisnis pelaku UMKM di sektor grosir" *Jurnal Pendidikan Tambusai*, 9, no.2, (2025):16766–16769. <https://doi.org/10.31004/jptam.v9i2.28419>

The existence of these various legal classifications demonstrates that the current legal framework actually provides normative instruments capable of addressing fictitious order practices. Nevertheless, legal protection for MSMEs remains ineffective in practice. The primary challenge lies not in the absence of legal norms but in the difficulty of enforcing them within digital environments. Merchants frequently encounter obstacles in identifying consumers because platform systems generally provide limited access to user identity information. Contact numbers may be inactive, addresses may be inaccurate, and user accounts may be easily abandoned after transactions occur. Consequently, although legal remedies are theoretically available, their practical implementation remains highly problematic.¹⁵

This situation can be analyzed through the theory of legal protection developed by Philipus M. Hadjon, which distinguishes between preventive and repressive legal protection. Preventive protection aims to prevent disputes before losses occur, while repressive protection seeks to resolve disputes after rights have been violated. In the context of fictitious orders, preventive protection should include consumer identity verification systems, transaction monitoring mechanisms, account authentication procedures, and risk mitigation policies implemented by digital platforms. However, existing platform mechanisms remain insufficient because consumers can still create accounts using inaccurate or difficult-to-verify information. As a result, preventive protection has not effectively prevented losses suffered by MSMEs.

Repressive legal protection is likewise inadequate. Although merchants theoretically possess the right to seek compensation through civil litigation or dispute resolution mechanisms, practical barriers often outweigh potential benefits. The monetary value of individual fictitious orders is frequently too small to justify lengthy and expensive litigation. Furthermore, the absence of effective compensation schemes within platform policies leaves merchants bearing losses independently. This condition reflects a gap between formal legal rights and actual access to justice. Legal protection cannot be considered effective merely because legal remedies formally exist; effectiveness depends upon whether those remedies can realistically be utilized by affected parties.

The issue also relates closely to the theory of legal responsibility. Hans Kelsen argues that legal responsibility arises when a legal subject violates obligations imposed by legal norms. In the context of fictitious orders, responsibility should not be viewed solely as belonging to consumers. Digital platforms occupy a central position in facilitating transactions, collecting user data, determining transaction procedures, and controlling access to electronic systems. Consequently, platform operators cannot be regarded merely as

¹⁵ M. Iqbal, "Pengaruh Pelaksanaan E Katalog Dalam Pengadaan Barang/Jasa Pemerintah Terhadap UMKM" *Jurnal USM Law Review*, 3, no.1, (2020) : 77-97. <https://doi.org/10.26623/julr.v3i1.2204>

passive intermediaries. Their operational role creates a corresponding obligation to maintain transaction security and minimize foreseeable risks affecting merchants.¹⁶

This argument becomes increasingly relevant when examined alongside the Electronic Information and Transactions Law and regulations concerning electronic system providers. Electronic system operators are required to ensure reliability, accountability, and security in electronic transactions. When platforms fail to implement adequate verification mechanisms or complaint procedures, questions arise concerning the extent of their legal responsibility toward affected merchants. Although current regulations do not expressly impose compensation obligations upon platforms for fictitious orders, the growing dependence of MSMEs on digital marketplaces suggests the need for a more balanced allocation of risk among consumers, merchants, and platform providers.¹⁷

The Consumer Protection Law also provides an important foundation for analysis. Although commonly associated with consumer rights, the law simultaneously recognizes obligations that consumers must fulfill in good faith. Article 5 requires consumers to act honestly and responsibly in transactions. Consumers who intentionally place fictitious orders clearly violate this obligation and undermine the balance of rights and responsibilities envisioned by consumer protection principles. Therefore, consumer protection law should not be interpreted exclusively as a mechanism for protecting consumers but also as an instrument for ensuring fairness toward business actors.¹⁸

The findings of this study indicate that the principal weakness of current legal protection does not stem from a complete absence of legal norms. Rather, it originates from the lack of effective enforcement mechanisms, the limited accountability of digital platforms, and the difficulty of identifying bad-faith consumers within electronic transactions. These weaknesses create legal uncertainty for MSMEs and diminish the practical value of existing legal protections. Consequently, strengthening consumer verification systems, enhancing platform accountability, and establishing accessible compensation mechanisms are essential measures for improving legal certainty, legal protection, and justice within Indonesia's digital commerce ecosystem.¹⁹

Furthermore, the phenomenon of fictitious orders on the ShopeeFood platform reflects a transformation in the nature of legal relationships within digital transactions, shifting from a bilateral contractual relationship to a multi-party legal relationship involving consumers,

¹⁶ T. MP Pangaribuan, "Permasalahan Penerapan Klausula Pembatasan Pertanggungjawaban Dalam Perjanjian Terkait Hak Menuntut Ganti Kerugian Akibat Wanprestasi," *Jurnal Hukum & Pembangunan* 49, no. 2 (2019): 443-454, <https://doi.org/10.21143/jhp.vol49.no2.2012>

¹⁷ A. F. R. Abdurrahman Faiz Ridwan, K. P. Diksy, N. F. Azzahra, R. R. Silitonga, R. R. Raynee, & Surahmad, "Analisis Tanggung Jawab Hukum Pembeli Atas Wanprestasi Dalam Transaksi E-Commerce Dengan Metode Pembayaran Cash On Delivery," *Media Hukum Indonesia* 2, no. 5 (2025), <https://doi.org/10.5281/zenodo.15206693>.

¹⁸ H. Oktafiana & M. M. Nurhidayatulloh, "Tanggung Jawab Hukum Platform Digital dalam Mengendalikan Penyebaran Konten Ilegal di Internet," *Jurnal Pendidikan Tambusai* 10, no. 1 (2026): 6776-6781, <https://doi.org/10.31004/jptam.v10i1.3726>

¹⁹ A. A. Rokfa, A. R. P. Tandab, A. D. Anugraheni, & W. A. Kristanti, "Penyelesaian sengketa sistem pembayaran cash on delivery pada media e-commerce", *Jurnal Bina Mulia Hukum*, 6, no.2, (2022). <https://doi.org/10.23920/jbmh.v6i2.533>

business actors, and digital platforms simultaneously. This condition requires a reinterpretation of conventional breach of contract doctrines because the losses suffered by MSMEs are not solely caused by consumers' failure to fulfill contractual obligations, but are also influenced by weaknesses in supervision systems and risk mitigation mechanisms controlled by digital platforms. In this context, legal protection for MSMEs should not rely exclusively on post-loss litigation mechanisms, but must also prioritize preventive legal protection through mandatory consumer identity verification, technology-based suspicious transaction detection systems, and proportional compensation mechanisms. Therefore, the concept of digital platform liability should be developed more progressively as part of a shared responsibility framework within modern electronic commerce ecosystems in order to create a balanced legal protection system among consumers, digital platforms, and MSMEs in the digital economy era.

3.2 Legal Responsibility of Digital Platforms for Losses Suffered by MSMEs in Fictitious ShopeeFood Transactions

The emergence of digital platforms has fundamentally transformed commercial relationships by introducing a third actor into traditional contractual structures, namely the platform operator. In conventional transactions, legal relationships generally involve only sellers and buyers. However, in platform-based commerce such as ShopeeFood, legal interactions occur among consumers, merchants, and digital platform providers simultaneously. This triangular relationship raises complex legal questions regarding the allocation of responsibility when losses arise from fictitious transactions. The issue is particularly important because MSMEs increasingly depend on digital platforms as their primary channel for accessing consumers. Consequently, determining the legal position of ShopeeFood is essential for assessing whether the platform bears responsibility for losses suffered by merchants.²⁰

From a regulatory perspective, ShopeeFood may be classified as an Electronic System Provider (Penyelenggara Sistem Elektronik/PSE). As an electronic system provider, ShopeeFood operates a digital infrastructure that facilitates communication, ordering, payment processing, account management, and transaction recording between consumers and merchants. Indonesian electronic transaction regulations require electronic system providers to ensure the reliability, security, accountability, and integrity of their systems. These obligations indicate that platform operators are not merely technology providers but legal entities entrusted with maintaining secure digital transaction environments. Therefore, the legal responsibilities of ShopeeFood cannot be evaluated solely from contractual arrangements but must also be assessed in relation to statutory obligations governing electronic systems.

A critical legal issue concerns whether ShopeeFood functions merely as an intermediary or whether it bears active responsibility for transaction security. Platform

²⁰ S. Badri, P. H&ayani, & T. A. Rizki, "Ganti Rugi Terhadap Perbuatan Melawan Hukum dan Wanprestasi dalam Sistem Hukum Perdata," *Jurnal USM Law Review* 7, no. 2 (2024), <https://doi.org/10.26858/supremasi.v21i1.83184>.

providers frequently argue that they only facilitate transactions and are therefore not responsible for disputes arising between consumers and merchants. This argument is generally reflected in standard terms and conditions that limit platform liability. Nevertheless, the intermediary characterization becomes increasingly difficult to justify when platforms exercise substantial control over transaction processes. ShopeeFood determines account registration requirements, controls access to transaction data, manages payment systems, establishes cancellation procedures, regulates merchant participation, and collects economic benefits from every transaction conducted through its platform. Such extensive involvement suggests that the platform plays a more active role than a traditional intermediary.²¹

The doctrine of digital platform liability developed in contemporary legal scholarship recognizes that platform operators may bear legal responsibilities proportional to the degree of control they exercise over digital ecosystems. The greater the platform's control over transaction mechanisms, user verification systems, and risk management procedures, the stronger the justification for imposing legal accountability. In the case of fictitious orders, merchants do not possess independent access to consumer verification mechanisms because all relevant information is controlled by the platform. Consequently, when verification systems fail to prevent foreseeable risks, questions arise regarding whether platform operators have fulfilled their legal obligations to ensure transaction security.

The issue becomes particularly relevant when analyzed through the theory of legal responsibility. Hans Kelsen explains that legal responsibility arises when legal obligations established by law are violated. If electronic system providers are legally obligated to ensure system reliability and transaction security, a failure to implement adequate preventive measures may constitute a breach of those obligations. Legal responsibility therefore cannot be viewed exclusively as a consequence of direct wrongdoing but may also arise from negligence in fulfilling statutory duties. This perspective broadens the analysis beyond consumer misconduct and highlights the potential role of platform operators in preventing losses.

One of the most significant weaknesses identified in this study concerns consumer account verification mechanisms. In practice, consumers may create accounts using incomplete identities, temporary telephone numbers, or inaccurate address information. Although such accounts can subsequently engage in commercial transactions, merchants possess no authority to independently verify the authenticity of user data. The platform retains exclusive control over registration procedures and identity verification processes. This condition places merchants in a vulnerable position because they must rely entirely on the platform's screening mechanisms. When fictitious transactions occur repeatedly despite the availability of technological verification tools, the adequacy of platform risk

²¹ N. A. Santoso, A. Aprinisa, & S. Rizkyna, "Pemanfaatan E-Commerce Shopee sebagai Strategi Pengembangan UMKM di Era Digital," *Jurnal Cemerlang: Pengabdian pada Masyarakat* 7, no. 1 (2023), <https://doi.org/10.31004/riggs.v4i4.434>

management systems becomes a legitimate subject of legal scrutiny.

From the perspective of preventive legal protection, stronger verification systems should constitute a fundamental obligation of digital platform operators. Preventive protection aims to reduce the probability of disputes before losses occur. In the context of digital commerce, preventive measures may include multi-factor authentication, identity verification through official documents, transaction risk scoring systems, account monitoring mechanisms, and restrictions on high-risk users. The absence or inadequacy of such mechanisms increases the likelihood of fraudulent transactions and shifts economic risks disproportionately onto merchants. Consequently, preventive protection remains incomplete when platform operators fail to utilize available technological measures capable of reducing foreseeable risks.

The platform's complaint and dispute resolution mechanisms also require critical evaluation. Existing complaint procedures generally allow merchants to report problematic transactions and seek assistance from platform customer service. However, these procedures frequently operate as administrative mechanisms rather than effective legal remedies. Compensation for merchant losses is often discretionary rather than guaranteed. Furthermore, complaint outcomes are typically determined unilaterally by platform policies rather than through transparent adjudicative processes. Such arrangements create uncertainty for merchants because their entitlement to compensation depends largely upon internal corporate decisions rather than enforceable legal rights.²²

Another important issue concerns standard contractual clauses (*klausula baku*) contained in platform agreements. Merchants generally join digital platforms through standard-form contracts drafted entirely by the platform operator. These agreements often contain clauses limiting platform liability for losses arising from consumer conduct. Although standard clauses are common in electronic commerce, their validity should be evaluated in light of fairness principles and consumer protection doctrines. Clauses that excessively transfer risks to merchants while exempting platforms from meaningful responsibility may create contractual imbalances inconsistent with the principle of good faith. Such provisions become particularly problematic when merchants have no realistic opportunity to negotiate contractual terms.

The theory of legal protection developed by Philipus M. Hadjon provides a useful framework for evaluating these issues. Effective legal protection requires both preventive and repressive mechanisms. Preventive protection includes account verification systems, transaction monitoring, and fraud detection technologies. Repressive protection includes accessible complaint procedures, compensation mechanisms, and dispute resolution processes. The findings of this study indicate that while certain preventive and repressive measures formally exist, their implementation remains insufficient to provide effective

²² M. Rizki, J. Anggriani, & Yoelianto, "Akibat Hukum Pembatalan Perjanjian Pengikatan Jual Beli Oleh Pengadilan Karena Wanprestasi Tanpa Ganti Rugi," *Jurnal Hukum Lex Generalis* 6, no. 9 (2025), <https://doi.org/10.56370/jhlg.v6i4.914>

protection for merchants. Consequently, the legal protection available to MSMEs remains largely formal rather than substantive.²³

The question of platform liability may also be examined through the distinction between negligence liability and strict liability. Under negligence liability principles, a platform may be held responsible if losses result from its failure to implement reasonable security measures or verification procedures. Liability arises because the platform fails to exercise the level of care expected from a professional electronic system provider. In fictitious order cases, negligence may be demonstrated through inadequate identity verification, ineffective fraud detection systems, or insufficient responses to repeated fraudulent conduct. This approach aligns with traditional fault-based liability principles and emphasizes the platform's duty of care toward users.²⁴

A more progressive approach involves considering the application of strict liability principles in certain digital transaction contexts. Strict liability does not require proof of fault but focuses on the existence of losses arising from activities under the control of a particular actor. Although Indonesian regulations have not expressly adopted strict liability for digital platform transactions, contemporary legal developments increasingly recognize that entities exercising substantial control over digital infrastructures should bear greater responsibility for risks generated within those systems. Because platform operators derive significant economic benefits from transaction activities, arguments can be made that they should share responsibility for losses arising from foreseeable systemic risks affecting merchants.²⁵

Comparative developments in digital governance across various jurisdictions also demonstrate a gradual shift toward stronger platform accountability. Modern regulatory approaches increasingly reject the notion that platforms are merely passive intermediaries. Instead, platforms are viewed as digital gatekeepers with responsibilities to ensure transparency, security, and fairness within online marketplaces. These developments reflect the recognition that digital platforms possess technological capabilities and informational advantages unavailable to individual merchants. Therefore, imposing greater accountability upon platforms is considered necessary to maintain balance within digital economic ecosystems.²⁶

The findings of this study indicate that ShopeeFood cannot be viewed solely as a neutral intermediary because it exercises substantial control over user registration,

²³ Y. Prayuti, "Implikasi Risiko Transaksi Digital terhadap Pengaduan Konsumen di Sektor E-Commerce: Tinjauan Strategi Nasional Perlindungan Konsumen 2024," *Innovative: Journal of Social Science Research* 4, no. 3 (Special Issue) (2024), <https://doi.org/10.31004/innovative.v4i3>

²⁴ S. P. Mirena & I. Haryanto, "Tanggung Jawab Hukum bagi Konsumen atas Kerugian Layanan GrabFood oleh PT. Grab Teknologi Indonesia," *Jurnal USM Law Review* 7, no. 2 (2024), <https://doi.org/10.26623/julr.v7i2.9135>.

²⁵ C. M. Purwanti & Z. Zulham, "Perlindungan terhadap Lembaga Consumer Finance atas Wanprestasi yang Dilakukan oleh Konsumen," *Al-Manhaj: Jurnal Hukum dan Pranata Sosial Islam* 5, no. 1 (2023): 649–658, <https://doi.org/10.37680/almanhaj.v5i1.2643>

²⁶ L. S. Arief & R. Purwanto, "Tinjauan Yuridis Undang-Undang Perlindungan Data Pribadi Tahun 2022 dalam Menangani Kebocoran Data Pelanggan E-Commerce," *Pemuliaan Keadilan* 2, no. 3 (2025): 85–102, <https://doi.org/10.62383/pk.v2i3.1019>

transaction management, payment procedures, complaint mechanisms, and data governance. Although consumers remain primarily responsible for fictitious orders, the platform also bears an important obligation to prevent foreseeable risks and provide effective protection for merchants. The current legal framework has not yet clearly defined the scope of platform responsibility, creating uncertainty regarding compensation and risk allocation. Consequently, regulatory reform is necessary to establish clearer standards concerning digital platform liability, strengthen merchant protection mechanisms, and ensure a fair distribution of responsibilities among consumers, merchants, and electronic system providers.

In addition, the expansion of digital platform authority in controlling transaction systems demonstrates that the legal relationship between platforms and merchants can no longer be interpreted solely within the framework of intermediary services. The extensive control exercised by platforms over user registration, transaction procedures, payment systems, and dispute resolution mechanisms creates a proportional obligation to maintain transaction reliability and protect merchants from foreseeable digital risks. Consequently, the principle of platform accountability should evolve beyond formal contractual limitations toward a more substantive responsibility model based on fairness, proportionality, and risk-sharing principles in digital commerce. Such an approach is essential to prevent the concentration of economic risks on MSMEs, which generally possess weaker bargaining positions and limited technological control within platform-based ecosystems. Therefore, strengthening platform liability standards is necessary not only to enhance merchant protection but also to ensure the sustainability, trust, and legal certainty of Indonesia's rapidly developing digital economy.

3.3 Obstacles and Policy Formulation for Strengthening Legal Protection of MSMEs Against Fictitious Transactions

The findings of this study indicate that legal protection for MSMEs affected by fictitious transactions on the ShopeeFood platform remains ineffective despite the existence of several legal instruments governing electronic transactions, consumer protection, and MSME empowerment.²⁷ The persistence of fictitious order cases demonstrates that legal protection is not merely a matter of regulatory availability but also concerns the adequacy of legal norms, technological infrastructure, and institutional implementation. The losses experienced by MSMEs, including the case of "Dapur Nisa" in Medan City, reveal a significant gap between normative legal protection and actual legal protection experienced by business actors in digital commerce. Interview findings show that merchants who suffer losses generally only have access to complaint mechanisms within the platform and rarely receive compensation or effective legal remedies. This condition illustrates the limited

²⁷ A. Roqiiqulqolby, J. S. A. Sidiq, & T. N. Islami, "Akibat Hukum Wanprestasi atas Pembatalan Sepihak dalam Perjanjian Pengikatan Jual Beli (PPJB) Kasus Dokter SM di Palembang," *Letterlijk* 2, no. 1 (2025): 12–21, <https://doi.org/10.25134/letterlijk.v2i1.917>

practical effectiveness of current protection mechanisms.²⁸

The first obstacle is normative in nature and relates to the inadequacy of existing legal regulations. Current legislation, including the Civil Code, the Consumer Protection Law, and the Electronic Information and Transactions Law, recognizes legal obligations arising from electronic transactions. However, these regulations do not specifically regulate consumer liability for fictitious orders within digital food delivery ecosystems. As a result, there is no clear legal framework determining the extent of consumer responsibility, the allocation of risk between consumers and merchants, or the obligations of digital platforms when merchants suffer losses due to fraudulent transactions.²⁹

Another normative weakness concerns the legal status of digital platform operators. Existing regulations classify digital platforms as Electronic System Providers (PSE), yet they do not explicitly define platform liability for merchant losses arising from fictitious transactions. Consequently, digital platforms frequently rely on standard contractual clauses limiting their legal responsibility. This regulatory ambiguity creates uncertainty regarding whether platforms merely facilitate transactions or bear active obligations to ensure transaction security and compensate affected merchants. The absence of clear legal standards weakens legal certainty and limits the effectiveness of legal protection for MSMEs.

Technical obstacles primarily arise from weaknesses in consumer identification and verification systems. Digital platforms still permit account registration using data that may not be sufficiently verified, allowing users to create accounts with inaccurate addresses, inactive telephone numbers, or incomplete identity information. When fictitious transactions occur, merchants encounter significant difficulties in identifying consumers and pursuing legal remedies because relevant data remain under platform control.

Technical challenges also arise in relation to electronic evidence. Although transaction records, communication histories, and digital documents are legally recognized as evidence, merchants often lack the technological capacity and legal knowledge necessary to preserve and utilize such evidence effectively. Furthermore, the fragmented nature of electronic evidence complicates the process of establishing causation between consumer conduct and merchant losses. This difficulty becomes particularly significant when merchants seek compensation through formal dispute resolution mechanisms.³⁰

Another technical weakness involves the absence of automated risk mitigation systems. Current platform mechanisms generally operate reactively rather than preventively.

²⁸ Y. L. Fista, A. Machmud, & Suartini Suartini, "Perlindungan Hukum Konsumen dalam Transaksi E-Commerce Ditinjau dari Perspektif Undang-Undang Perlindungan Konsumen," *Binamulia Hukum* 12, no. 1 (2023): 177–189, <https://doi.org/10.37893/jbh.v12i1.599>

²⁹ S. Makruf & T. Astarudin, "Perikatan dalam Hukum Perdata Indonesia: Analisis terhadap Perikatan yang Timbul Karena Persetujuan dan Undang-Undang," *Jurnal Ilmiah Multidisipliner* 4, no. 1 (2025), <https://doi.org/10.70294/jimu.v4i01.1634>

³⁰ R. N. Adila, A. Juniara, & V. G. P. Permana, "The Authority of the Republic of Indonesia Police (POLRI) in Handling Cases Based on Restorative Justice". *Jurnal USM Law Review*, 7 no.3 (2024) : 1065-1079. <https://doi.org/10.26623/julr.v7i3.8983>

Fraudulent transactions are often detected only after losses have already occurred. The lack of artificial intelligence-based fraud detection, transaction risk assessment systems, and behavioral monitoring tools increases the vulnerability of MSMEs operating within digital marketplaces.

Implementation obstacles represent the most significant barrier to effective legal protection. Although legal norms exist, enforcement mechanisms remain weak. Civil litigation is often impractical because the value of losses resulting from individual fictitious orders is relatively small compared to the cost and duration of court proceedings. Consequently, many MSMEs choose not to pursue legal claims even when they possess a valid legal basis.³¹

Low legal literacy among MSME actors also contributes to ineffective protection. Many business actors are unfamiliar with their rights under electronic transaction regulations, consumer protection laws, and civil liability doctrines. As a result, merchants frequently perceive fictitious transactions as unavoidable business risks rather than legal violations that may give rise to legal remedies.

The implementation of platform complaint mechanisms also remains inadequate. Findings from this study indicate that complaint procedures primarily function as administrative reporting systems without guaranteeing compensation for losses suffered by merchants. The absence of transparent standards governing complaint outcomes creates uncertainty and reduces merchant confidence in platform-based dispute resolution mechanisms. Consequently, legal protection remains formal rather than substantive.³²

To address these obstacles, a comprehensive legal policy reform is necessary. The first recommendation concerns the reformulation of electronic transaction regulations. Future amendments to electronic transaction laws should explicitly regulate fictitious transactions, define consumer liability for bad-faith conduct, and establish legal obligations for digital platforms to implement adequate preventive measures. Such reforms would strengthen legal certainty and provide clearer guidance regarding the allocation of responsibility among consumers, merchants, and platform operators.³³

Second, the legal obligations of digital platforms should be strengthened through the introduction of mandatory consumer verification standards. Digital platforms should be required to implement multi-layer identity verification mechanisms, including verification of telephone numbers, addresses, and identity documents. High-risk accounts should be subject to additional authentication requirements before being permitted to conduct transactions involving Cash on Delivery payment methods.

³¹ N. P. S. Wulandari, & I. M. Sarjana, "Tanggung gugat pembeli akibat wanprestasi dalam transaksi e-commerce melalui metode cash on delivery", *Jurnal Kertha Wicara*, 10, no.11 (2021), <https://doi.org/KW.2021.v10.i11.p04>

³² F. Polopadang, & W. Silalahi. "Konstruksi Hubungan Hukum dalam Kontrak Elektronik Ojek Online dan Perlindungan Konsumen" *Jurnal USM Law Review*, 9 no.3 (2026): 1438-1457. <https://doi.org/10.26623/julr.v9i3.14255>

³³ P. Astadi, S. Kristina, S. Retno, P. Yahya, & A. Alam, "The Long Path to Achieving Green Economy Performance for Micro Small Medium Enterprise" *Journal of Innovation and Entrepreneurship*, 11 no.1, (2022):1-20. <https://doi.org/10.1186/s13731-022-00209-4>

Third, a merchant compensation system should be established. Platforms should be required to create a compensation fund financed through a proportion of transaction fees collected from platform activities. This mechanism would provide immediate financial relief to merchants suffering losses due to verified fictitious transactions. Such a policy would distribute transaction risks more fairly and reflect the shared responsibility of platform operators within digital commerce ecosystems.

Fourth, an affordable and efficient digital dispute resolution mechanism should be developed. Conventional litigation procedures are often disproportionate to the economic value of MSME losses. Therefore, an Online Dispute Resolution (ODR) system should be established to facilitate rapid, low-cost, and accessible dispute resolution. This mechanism could operate through digital mediation, online arbitration, or specialized electronic commerce dispute settlement forums supervised by regulatory authorities.

Finally, regulatory authorities should strengthen supervision of platform governance by imposing periodic compliance audits concerning transaction security, fraud prevention systems, consumer verification mechanisms, and merchant protection policies. Administrative sanctions should be imposed on platforms that fail to implement adequate protection measures. Such supervision would encourage greater accountability and ensure that digital platforms actively contribute to maintaining a fair and secure electronic commerce environment.

The proposed policy formulation demonstrates that strengthening legal protection for MSMEs requires an integrated approach combining regulatory reform, technological enhancement, platform accountability, and accessible dispute resolution mechanisms. Without such reforms, legal protection will remain largely normative and will continue to fall short of addressing the practical challenges faced by MSMEs in Indonesia's rapidly expanding digital economy.

Moreover, the strengthening of legal protection for MSMEs against fictitious transactions requires a multidimensional regulatory approach that integrates legal reform, technological governance, and institutional supervision simultaneously. Regulatory reform alone will not be sufficient without effective technological implementation and consistent platform accountability mechanisms. In this regard, digital platforms should be encouraged to adopt risk-based governance models supported by artificial intelligence verification systems, consumer behavioral monitoring, and transparent compensation procedures for affected merchants. At the same time, government authorities must establish clearer supervisory standards to ensure compliance with consumer verification and transaction security obligations. Through this integrated approach, legal protection for MSMEs can move beyond symbolic normative protection toward substantive legal protection capable of creating fairness, transaction security, and sustainable business resilience within Indonesia's digital commerce ecosystem.

4. CONCLUSION

This study concludes that fictitious orders on the ShopeeFood platform constitute a form of consumer default and, in certain circumstances, may also fulfill the elements of unlawful acts within electronic transactions because consumers intentionally fail to fulfill their obligations to receive and pay for ordered goods, thereby causing financial losses to MSMEs. Although legal protection is normatively available through the Civil Code, the Consumer Protection Law, and the Electronic Information and Transactions Law, its practical implementation remains ineffective due to weak consumer verification systems, difficulties in identifying bad-faith users, limited electronic evidence accessibility, and the absence of clear regulations governing digital platform liability. The findings further demonstrate that digital platforms cannot merely be positioned as passive intermediaries because they exercise substantial control over transaction systems, consumer data, payment procedures, and dispute resolution mechanisms. Accordingly, legal protection for MSMEs requires an integrated regulatory approach involving stronger platform accountability, mandatory consumer verification standards, technology-based fraud prevention systems, merchant compensation mechanisms, and accessible online dispute resolution models. The novelty of this study lies in its integrative analysis of the intersection between consumer default, digital platform accountability, and MSME protection within app-based food delivery ecosystems through a combined normative and empirical juridical approach. This research contributes theoretically to the development of digital commerce liability discourse and practically offers a regulatory framework for strengthening legal certainty, proportional risk allocation, and substantive protection for MSMEs within Indonesia's evolving digital economy ecosystem.

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