



Legal Responsibility of Buyers to Sellers Who Suffer Losses Due to Default in Online Sales and Purchase Agreements Based on Law No. 8 of 1999 Concerning Consumer Protection

Yefta Loviga Sinuhaji^{1*}, Martono Anggusti², Meli Hertati Gultom³
Fakultas Hukum, Universitas HKBP Nommensen Medan

Corresponding Author: Yefta Loviga Sinuhaji yefta.loviga@student.uhn.ac.id

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ABSTRACT

Online buying and selling is the process of buying and selling goods or services transactions carried out through electronic media, especially using the internet network, without a direct meeting between the seller and the buyer. This study aims to analyze the form of buyer default in online buying and selling transactions and examine the legal responsibility of buyers towards sellers who suffer losses, based on the provisions of Law Number 8 of 1999 concerning Consumer Protection and the Civil Code. To examine the application of legal norms in judicial practice through case studies, and to contribute to the development of civil law, especially in terms of justice, legal certainty, and balance of protection between sellers and buyers in electronic transactions. The method of collecting data is carried out through library research. Researchers collect legal data from books, articles, journals, documents, and other scientific sources. The research results show that buyers are legally responsible for losses suffered by sellers due to their default. The 1999 Law on Consumer Protection provides a strong legal basis for enforcing buyers' legal liability against sellers who suffer losses due to their default.

INTRODUCTION

Online buying and selling is the process of buying and selling goods or services through electronic media, specifically the internet, without a direct meeting between the seller and buyer. In practice, sellers offer products or services through digital platforms such as websites, applications, or social media, while buyers place orders, pay for, and receive the goods/services online.

The rapid development of information technology has brought many changes to human life, including the way people trade. Nowadays, people prefer to shop online because it is considered more practical, faster, and not limited by distance or time. This phenomenon can be seen in the rise of buying and selling activities on various e-commerce platforms, social media, and marketplace applications.

The online buying and selling transaction system is the process of exchanging goods or services between sellers and buyers through electronic media, specifically the internet, without a direct physical meeting. This system involves several key components, such as a marketplace or online store, sellers, buyers, a payment gateway as an intermediary for payment, and a delivery service for distribution of goods. The transaction process begins with the seller offering a product, followed by the buyer placing an order, payment via various methods such as bank transfer, credit card, digital wallet, and cash on delivery, followed by payment confirmation, delivery of the goods, and receipt by the buyer.

While online buying and selling offers many conveniences, it also raises various legal issues, particularly regarding the rights and obligations of the parties involved. Currently, more attention has been focused on protecting consumer rights. Issues that frequently arise include items that do not match the order, late delivery, or even fraud by the seller. As a result, buyers tend to be better protected by the law.

Some disadvantages or drawbacks of online buying and selling include the inability of buyers to inspect or try out items in person before purchasing, often resulting in items not matching the description or expectations, whether in terms of size, color, or quality. Furthermore, online transactions are also prone to fraud, such as sellers not sending items after payment has been made or items not being delivered as ordered. Another common risk is lost or damaged items during shipping, and shipping times can be lengthy depending on the location and the shipping service used. However, sellers can also suffer losses, especially if the buyer defaults. For example, some buyers unilaterally cancel orders after the goods have been processed or shipped, provide false information, or refuse to receive goods without a clear reason. Such actions can certainly result in losses, both material and non-material, for the seller.

In this context, the legal principles of *caveat emptor* (let the buyer beware), which places the risk on the buyer, and *caveat venditor* (let the seller beware), which places the responsibility on the seller, are relevant to understanding in assessing the legal positions of the parties. With increased consumer protection, the *caveat venditor* principle is more dominant, but this does not mean that sellers do not need legal protection for buyer default.

In the context of civil law, default is defined as the failure of one party to an agreement to fulfill its obligations. According to Harahap, default is the untimely or improper performance of an obligation, resulting in the obligation to pay compensation or even the cancellation of the agreement. Muhammad defines default as the failure to fulfill obligations under a contract, whether arising from an agreement or law. Saliman defines default as negligence in fulfilling obligations agreed upon between the creditor and debtor. These definitions emphasize that default is a form of broken promise that has the potential to harm the other party.

In civil law, breach of contract means the failure of one party to a contract to fulfill its obligations. Article 1243 of the Civil Code (Article 1234 of the Civil Code regulates the types of obligations or obligations within a contract. These obligations can be obligations to give, do, or not do something). The Civil Code states that the party harmed by a breach of contract has the right to seek compensation. Therefore, it is important to examine the extent to which a buyer can be held legally liable if they commit a breach of contract that harms the seller in an online transaction.

On the other hand, UUUndaing-UIndaing Number 8 of 1999 concerning Consumer Protection does not only address consumer rights but also regulates their obligations. According to the 7-point agreement, consumers are required to pay according to the agreement. This means that consumers also have a legal obligation to pay according to the agreement.

Information on Electronic Transactions (UIUI ITE) regarding Online Shopping. In Indonesia, the online buying market is known as UIndaing-UIndaing Number 11 Taihuin 2008 regarding Information and Electronic Training (UIUI ITE), which has received several changes, including through UIndaing-UIndaing Number 19 Taihuin 2016 and UIndaing-UIndaing Number 1 Taihuin 2024 UIUI ITE will become the mainstay of electronic marketing, including online buying activities.

Due to its practice, there is still a lack of legal protection for the seller who suffers losses in the buyer's cash performance. Despite the specific legal framework for this issue, there are frequent cases of fraud in online shopping.

Given this situation, research is needed to examine the legal framework for buyers of online sellers who are disadvantaged by the performance of online shopping. This research will refer to the provisions of the UIUI Law No. 8 of 1999 concerning consumer protection in the Indonesian Law Book.

With the help of this research, we can provide players with a more comprehensive understanding of the protection of huikuim for online trainsaiksi sellers. In addition, the results of this study also contribute to the development of huikuim, especially in creating a balance between sellers and buyers.

LITERATURE REVIEW

- Forms of Default in Online Buying and Selling
Research by Unissula (2021) identified defaults committed by buyers in the form of late payments, non-payment, and payments not in accordance with the agreement. Meanwhile, sellers can commit defaults such as late

delivery of goods or delivery of goods that do not meet specifications. These defaults can be resolved through litigation or non-litigation, according to the ITE Law. This aligns with other studies that explain that default is the failure of a party to fulfill its obligations under an agreement, which can result in compensation, contract cancellation, and other legal consequences.

- **Legal Protection and Dispute Resolution**
Research by Ulul Bulan Zubaidah Maghfiroh (2022) confirms that legal certainty regarding defaults in online buying and selling still frequently causes problems in society due to the vulnerability to violations by both businesses and consumers. In practice, appropriate legal protection can support dispute resolution through the courts or alternative out-of-court settlements. The Consumer Protection Law and the Civil Code serve as important legal foundations for enforcing compensation and other legal obligations. Another study at UIN Suska Riau also found weaknesses in unilateral cancellation regulations in online sales, which could lead to buyer default and reinforce the need for legal certainty through the Civil Code.
- **Implications for Electronic Agreements and E-Commerce**
Yunus Hakim's (2023) study stated that the increasing use of the internet makes e-commerce crucial for economic activity, but also raises the potential for disputes, particularly defaults by businesses and consumers. Legal protection for consumers in e-commerce is regulated by Law No. 8 of 1999 and the Electronic Information and Transactions (ITE) Law, with dispute resolution possible through litigation or mediation. This research provides a normative overview of legal responsibility in electronic sales and purchase agreements.
- **Research Methods Used by Previous Researchers**
The majority of studies examining online sales defaults use normative legal methods and library research with secondary data from regulations, legal documents, and related scientific literature. Some also supplement this with surveys using questionnaires or interviews to understand the practice of online sales defaults in society.

Previous research results consistently show that online sales defaults can occur on the part of both buyers and sellers, with various forms of breach of obligations. The Consumer Protection Law and the Civil Code (KUHPerdata) serve as the primary legal basis for upholding each party's responsibility for any defaults. Dispute resolution can be conducted through litigation or non-litigation channels to ensure legal certainty and balanced protection for all parties involved. Furthermore, these studies also underscore the need for regulatory adjustments and strengthening to address the dynamics of electronic transactions, so that efforts to prevent and resolve defaults can be effective. Overall, the findings from these various studies provide an important theoretical and empirical basis as a reference for research regarding the legal responsibility

of buyers towards sellers who suffer losses due to default in online sales agreements.

METHODOLOGY

This research specifically discusses the impact of buyers' perceptions of online sellers who experience losses and achievements in online shopping. The focus of this research is on the effectiveness of online shopping (buying online) conducted through electronic media, where buyers do not fulfill their obligations as agreed.

Another method of collecting data is through library research. The researcher collected huikuim data from books, literature, journals, documents, and other scientific sources. This literary study allows the researcher to intuitively examine the applicable literature and relevant huikuim doctrines in analyzing the researched cases.

RESEARCH RESULT

How legal remedies can a seller take for a buyer's breach of contract under an online sales agreement?

Online sales agreements in Indonesia are legally legitimized through regulations in Law Number 11 of 2008 concerning Electronic Information and Transactions (ITE Law) and its amendments. Based on Article 18 paragraph (1) of the ITE Law, electronic contracts formed in online sales transactions are recognized as having the same legal force as conventional agreements, as long as they meet the requirements for a valid agreement as stipulated in the Civil Code, namely agreement between the parties, legal capacity, a specific object, and a lawful cause.

In the analysis of the principal obligations, defaults, and responsibilities in online transactions considered contracts through platforms under Article 18 of the ITE Law, defaults can include products that do not match the description, late or inappropriate delivery, where the buyer committing the default is not a business actor but can be held responsible through a business actor claim if losses occur. Therefore, the principle of good faith as stipulated in Article 5 of the Consumer Protection Law and the principle of contract in the Civil Code must be upheld by both parties, although in practice, various challenges must be faced in the implementation and enforcement of electronic transactions.

Problems with counterfeit goods and misleading information often occur in online transactions, where sellers quickly offer products and claim to be "100% authentic" without clear evidence. Electronic agreements sometimes contain clauses that exempt sellers from liability for consumer losses, but these clauses can be revoked if they cause harm to consumers under consumer protection regulations. Such clauses often put consumers at a disadvantage and reduce the legal protection they deserve. Furthermore, cross-border transactions also pose problems, especially if the seller is based overseas, making it difficult for consumers to assert their rights. Fortunately, electronic documents are now recognized as valid evidence in court, making it easier for consumers and sellers to prove their claims. However, costs, difficulty accessing information, and the

burden of proof remain challenges that must be addressed to better protect consumers when shopping online.

The implementation of the 2024 Electronic Information and Transactions Law (UU ITE) needs to be accompanied by strengthening exoneration clauses to prevent businesses from unilaterally shifting responsibility to the detriment of consumers. Furthermore, standardization of cross-border transactions must be developed so that online buying and selling between countries can proceed with clear legal certainty and adequate consumer protection. Law enforcement must also be strengthened through comprehensive education for buyers and sellers so they understand their rights and obligations in digital transactions. Seller certification and regular audits of e-commerce platforms are crucial steps to ensure the integrity and reliability of the services provided. Additionally, the mandatory implementation of an escrow system, whereby buyers' funds are temporarily frozen by a third party until the goods are received as agreed, reduces the risk of fraud and increases trust in online transactions. This approach is expected to create a safer, more transparent, and fairer e-commerce ecosystem for all businesses and consumers. Government Regulations No. 80 of 2019 and No. 71 of 2019 comprehensively regulate the governance of electronic commerce and the implementation of electronic systems and transactions in Indonesia. Government Regulation No. 80/2019 requires e-commerce businesses to provide complete and accurate information regarding the products or services offered, including return and cancellation procedures, with a minimum of two business days for consumers to exchange or cancel after receiving the goods. Furthermore, businesses must ensure timely delivery and provide regular delivery status information to consumers. Government Regulation No. 71/2019 mandates electronic system providers to display electronic information and documents in their entirety in accordance with the specified format and retention period, and to ensure the security and reliability of the electronic systems used in transactions. Meanwhile, Government Regulation No. 58 of 2001 regulates general consumer protection supervision, providing a basis for the government to provide guidance and supervision to businesses to ensure optimal consumer rights are protected. These regulations strengthen the legal framework for consumer and business protection in e-commerce, while emphasizing the importance of transparency, security, and accountability in Indonesia's e-commerce ecosystem.

Law Number 11 of 2008 concerning Electronic Information and Transactions (ITE Law) and its amendments through Law Number 19 of 2016 provide significant legal protection for business actors in online buying and selling transactions. The ITE Law recognizes the validity of electronic contracts so that business actors have a strong legal basis in conducting business activities digitally. In addition, this law also regulates criminal sanctions for parties who commit fraud, falsify data, or disseminate false information that is detrimental to business actors, as stated in Article 45A paragraph (1) which explains that the dissemination of false news that causes losses in electronic transactions can be subject to criminal penalties and fines. This protection is strengthened by the obligation of business actors to provide correct, clear, and complete information

regarding the products or services offered, in accordance with the provisions of the Government Regulation concerning the Implementation of Electronic Systems and Transactions. With the existence of dispute resolution mechanisms through civil and criminal channels, business actors can pursue their rights legally if they are harmed by consumers or other irresponsible parties. Therefore, the ITE Law not only provides legal certainty but also comprehensive protection for businesses in facing the risks and challenges of electronic transactions in the digital era.

Law Number 11 of 2008 concerning Electronic Information and Transactions (ITE Law), along with its amendments through Law Number 19 of 2016 and Law Number 1 of 2024, strictly regulates the obligations of businesses in electronic transactions. Article 9 of the ITE Law requires businesses to provide complete and accurate information, including contract terms, the identity and legal status of the business actor, and a description of the goods or services offered. This provision aims to ensure transparency and clarity of information in electronic commerce. Furthermore, Article 5 of the ITE Law recognizes electronic documents as valid evidence in court, thereby facilitating the evidentiary process in electronic transaction disputes. All these provisions strengthen the legal basis for digital commerce in Indonesia by balancing protection for businesses and consumers while ensuring fairness and legal certainty in electronic transactions.

The Civil Code (KUHPerdata) regulates the requirements for the validity of an agreement in Article 1320, which requires four main elements for an agreement to be considered valid and legally binding. These four requirements are: first, there is an agreement between the parties who bind themselves voluntarily without any coercion, fraud, or mistake; second, the capacity of the parties to make an agreement, namely the legal capacity to act and contract; third, the object of the agreement is a certain thing that is clear and can be determined; and fourth, a cause that is lawful or not contrary to law, morality, and public order. The first and second requirements are called subjective requirements because they relate to the parties making the agreement, while the third and fourth requirements are objective requirements related to the object and purpose of the agreement. If the subjective requirements are not met, the agreement can be canceled (*vernietigbaar*), while if the objective requirements are not met, the agreement is considered null and void (*nietig*). In addition, the Civil Code also regulates breach of contract and compensation under Articles 1243 to 1246, which grant the injured party the right to demand fulfillment of obligations or compensation for losses arising from non-fulfillment. Article 1365 regulates civil liability for unlawful acts, whereby a person who commits an unlawful act that harms another person is obligated to compensate for the resulting losses. These provisions collectively form a solid legal foundation for guaranteeing the validity of agreements and protecting the rights of parties in contractual relationships in Indonesia.

Protection for business actors under Law No. 8 of 1999 concerning Consumer Protection includes the rights of business actors to receive payment as agreed, to receive legal protection from bad faith consumer actions, and to defend themselves reasonably in resolving disputes. Business actors also have the right

to reputational rehabilitation if it is proven that the consumer's loss was not caused by the goods or services traded.

Law No. 8 of 1999 concerning Consumer Protection (UUPK) expressly guarantees consumer rights in various important aspects. Article 4 of the Consumer Protection Law stipulates consumers' rights to correct, clear, and honest information regarding the condition and guarantee of goods or services, as well as the right to comfort, security, and safety in consuming goods and/or services. Consumers also have the right to receive compensation, damages, and replacement if the goods or services received do not comply with the agreement or are not as expected. Furthermore, Article 5 regulates consumers' obligations to act in good faith and pay in accordance with the agreement made. On the other hand, Article 7 emphasizes the obligation of business actors to act in good faith, provide correct, clear, and honest information regarding the condition and guarantee of goods and/or services, and guarantee the quality of goods and services produced or traded. Business actors are also required to provide guarantees, warranties, and compensation or redress if the goods or services received by consumers do not comply with the agreement. In order to maintain fairness and transparency, Articles 8 and 10 prohibit business actors from producing or trading goods and/or services that do not meet the required standards and prohibit the delivery of misleading information or false promotions. Finally, Article 19 regulates the responsibility of business actors for losses experienced by consumers, with the obligation to provide compensation or replacement within seven days of the transaction, without eliminating the possibility of criminal prosecution if there is an element of proven error. This provision emphasizes the principle of balanced consumer protection and provides legal certainty for both parties in the transaction.

However, consumer education is crucial to ensure they know and understand their rights, as stipulated in the Consumer Protection Law. Consumers need to be actively informed about their right to clear information, a comfortable shopping experience, and their obligation to act honestly and pay as agreed. Furthermore, consumers must know how to file claims or report problems to consumer dispute resolution bodies such as the Consumer Protection Agency (BPSK), the Consumer Protection Agency (BPKN), or the Consumer Protection Agency (LPKSM). As online transactions become increasingly prevalent, it is also crucial to educate consumers on how to collect electronic evidence, such as proof of payment or electronic messages, which are now legally recognized. With this knowledge, consumers can be more confident and protected when transacting online.

In online sales agreements, a buyer's default, such as failure to make a payment or failure to fulfill other agreed-upon obligations, can result in losses for the seller. Therefore, the seller has the right to pursue legal action to demand fulfillment of these obligations. The initial step is usually to issue a written warning or warning to the buyer as a warning and an opportunity to fulfill their obligations. This warning is important as evidence that the seller has attempted to resolve the dispute amicably before proceeding to further legal proceedings.

If the buyer ignores the summons, the seller can file a lawsuit for breach of contract. In this process, digital evidence such as proof of order, proof of payment, and electronic communication records are crucial in supporting the seller's claim. The court will assess whether the buyer has committed a breach of contract based on the evidence presented and applicable legal provisions, such as Article 1238 of the Civil Code concerning breach of contract and the Electronic Information and Transactions Law (UU ITE), which regulates electronic transactions in Indonesia. If a breach of contract is proven, the court can order the buyer to fulfill its obligations or pay compensation to the seller.

In addition to court proceedings, online sales disputes can also be resolved through mediation or arbitration. Arbitration and mediation institutions competent in electronic transaction disputes offer a faster, more efficient, and relatively lower-cost resolution process than litigation. This approach also maintains good relations between sellers and buyers, as resolution is conducted through deliberation with the assistance of a neutral third party. In this context, the seller can submit a request for mediation or arbitration in accordance with the agreed agreement or applicable legal provisions.

Overall, legal remedies available to sellers for buyer default in online sales aim to provide legal protection and certainty in electronic transactions. Sellers have the right to demand fulfillment of obligations, compensation, or even cancellation of the agreement if a default is proven. With clear legal protection, it is hoped that online sales transactions will be safer, more reliable, and support the development of the digital economy in Indonesia.

Based on a study of dispute resolution resulting from buyer default in online sales transactions, it was found that sellers have several legal remedies to assert their rights. Common forms of buyer default include failure to make payment as agreed, refusing to accept goods that have been shipped, or unilaterally canceling an order after the seller has fulfilled its obligations.

The above findings demonstrate that legal protection for sellers facing buyer default is clearly regulated in the Civil Code and the Consumer Protection Law. Sellers not only have the right to demand payment but can also seek compensation for losses suffered due to the buyer's irresponsible actions.

Non-litigation resolution is a primary option because it is faster, more cost-effective, and appropriate for the characteristics of online transactions, which are generally small to medium-value. However, if the buyer still fails to fulfill their obligations, litigation is a final solution that can provide legal certainty for the seller.

Thus, the Indonesian legal system provides opportunities for sellers to obtain protection and justice, both through dispute resolution mechanisms outside and within the courts. This is crucial for maintaining trust and security in the ever-evolving online buying and selling ecosystem.

How form of compensation is required for a buyer who breaches the terms of an online sales agreement against a seller?

The form of compensation that a buyer who breaches the terms of an online sales agreement must provide to a seller generally takes the form of compensation for material losses suffered by the seller due to the buyer's failure

to fulfill their obligations. Default itself is the failure of one party to fulfill a performance or obligation agreed upon in the agreement, such as non-payment or late payment. Based on Articles 1234 and 1238 of the Civil Code, compensation can include reimbursement for costs, losses, and interest incurred as a result of the breach.

In addition to monetary compensation, compensation can also take the form of restitution to the original condition (*restitutio in integrum*), for example, cancellation of the agreement and return of the goods, if possible. In online sales, if a buyer fails to pay for an ordered item, the seller has the right to demand payment along with compensation for any losses incurred, including shipping costs and other expenses incurred.

Enforcing this right to compensation can be pursued through litigation, namely filing a lawsuit with the court with evidence of the electronic transaction as the basis for the claim. However, dispute resolution can also be achieved through non-litigation channels such as mediation or arbitration, which are faster and more efficient. In the context of online transactions, the Electronic Information and Transactions Law (ITE Law) also regulates legal protection for businesses, giving sellers a strong legal basis to claim compensation for buyer defaults.

In short, compensation for buyers who default in online sales and purchases includes compensation for material losses in the form of money and/or a return to the original condition, which can be claimed through legal mechanisms, either in court or through alternative dispute resolution.

Based on Law Number 8 of 1999 concerning Consumer Protection (the Consumer Protection Law), buyers who default in an online sales agreement are required to compensate the seller for losses incurred due to their failure to fulfill these obligations. Article 19 of this law stipulates that businesses, including buyers in certain contexts, are responsible for compensation if the default results in losses for another party. This compensation must be provided no later than seven days after the transaction date. If the buyer refuses or fails to provide compensation, the seller may file a lawsuit through a consumer dispute resolution body or in court at the consumer's domicile, as stipulated in Article 23 of the Consumer Protection Law. Furthermore, this provision does not eliminate the possibility of criminal prosecution if there is an element of error that can be further proven. Therefore, Law Number 8 of 1999 provides clear legal protection and an adequate dispute resolution mechanism for sellers facing buyer default in online sales transactions.

CONCLUSIONS AND RECOMMENDATIONS

Based on the research and discussion, it can be concluded that in online buying and selling transactions, buyers not only have rights but also legal obligations that must be fulfilled, as stipulated in Law Number 8 of 1999 concerning Consumer Protection and the Civil Code. Forms of buyer default include non-payment, delayed payment, unilateral cancellation of orders, or

refusal to accept goods without a valid reason, all of which have the potential to cause losses to the seller.

Sellers who suffer losses due to buyer default have the right to demand fulfillment of their obligations, cancellation of the agreement, and compensation for losses suffered. Legal remedies available to sellers include non-litigation settlement through negotiation, mediation, or dispute resolution mechanisms provided by the e-commerce platform, as well as litigation through the district court if an amicable settlement cannot be reached.

Legal protection for sellers is expressly regulated in the Civil Code and the Consumer Protection Law, which affirm that sellers' rights to receive payment and compensation for losses resulting from buyer default are guaranteed by law. Thus, the legal system in Indonesia has provided a strong foundation for creating balance and fairness between sellers and buyers in the online buying and selling ecosystem, as well as maintaining trust and security in the increasingly developing electronic transactions.

ADVANCED RESEARCH

Future research could explore the effectiveness of current dispute resolution mechanisms provided by e-commerce platforms in Indonesia, particularly in addressing cases of buyer default. While existing laws such as the Consumer Protection Law and the Civil Code provide a strong legal foundation, there remains a gap in evaluating how these provisions are implemented in practice, especially in online settings where transactions are often cross-jurisdictional and involve anonymous parties. Researchers could also analyze how well-informed sellers are about their rights and available legal remedies, and whether there are barriers – legal, financial, or technical – that prevent them from pursuing these rights effectively.

In addition, comparative legal studies may be conducted to examine how other countries handle buyer defaults in online transactions and the extent to which Indonesian law could be improved by adopting best practices from these jurisdictions. This includes examining regulatory innovations in digital consumer protection, the role of artificial intelligence in dispute resolution, and the integration of secure payment systems that can reduce the risk of buyer default. Such research would contribute to strengthening Indonesia's legal infrastructure for digital commerce and ensure a more equitable environment for both sellers and buyers in the long term.

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