



Tokopedia's Legal Responsibility to Consumers for Non-Compliance of Electronic Goods in the Online Trading System

Meilani Amanda Ginting^{1*}, Jinner Sidauruk², Meli Hertati Gultom³
Fakultas Hukum, Universitas HKBP Nommensen Medan, Indonesia

Corresponding Author: Meilani Amanda Ginting

meilaniamanda.ginting@student.uhn.ac.id

ARTICLE INFO

Keywords: Legal Liability, Consumers, Tokopedia, Electronic Goods

Received : 15 June 2025

Revised : 01 July 025

Accepted: 02 August 2025

©2025 Ginting, Sidauruk, Gultom:
This is an open-access article
distributed under the terms of the
[Creative Commons Atribusi 4.0
Internasional](https://creativecommons.org/licenses/by/4.0/).



ABSTRACT

This study discusses Tokopedia's legal responsibility to consumers for the non-conformity of electronic goods in the online trading system. Although regulations regarding consumer protection have been established, there are still losses incurred from e-commerce platforms that do not provide legal accountability in accordance with the laws and regulations. Consumers often experience losses due to products received that do not match the product descriptions made by businesses on Tokopedia. Although there are regulations governing consumer protection, such as Law No. 8 of 1999 on Consumer Protection and Law No. 11 of 2008 on Information and Electronic Transactions (ITE Law), many consumers still suffer losses due to the inadequate supervision and dispute resolution systems provided by the platform. This study employs a normative legal method with a regulatory approach and a conceptual approach. The findings indicate that Tokopedia bears civil, administrative, and in certain circumstances criminal legal liability, and that consumers have the right to pursue legal action both through litigation and non-litigation means. An evaluation and reformulation of the system are needed to strengthen consumers' position within the e-commerce ecosystem.

INTRODUCTION

Modernization is crucial for technological progress in society. This is undoubtedly influenced by technology's role in eliminating barriers between space and time, thereby enhancing societal productivity, efficiency, and significance. Globally, the lifestyles of every society have been transformed by information technology, resulting in substantial social, economic, cultural, and legal structure changes. This has led to the emergence of modern markets, which have stimulated the evolution of income structures. This shift is occurring from a conventional economy dependent on the manufacturing industry to a digital economy dependent on information, intellectual creativity, and knowledge, also known as the creative economy.

In an economic context, the emergence of the digital economy has shifted trade patterns from a traditional manufacturing-based system to one based on information and technology, known as the Creative Economy. This shift has driven the formation of an e-commerce ecosystem that utilizes technology to expand markets, facilitate transactions, and increase efficiency. E-commerce is a commercial transaction between a seller and a buyer or other parties in a similar contractual relationship that enables the delivery of goods, services, and the transfer of rights. E-commerce transactions continue to evolve into a broad and complex ecosystem, resulting in each transaction being bound by an online sales agreement. One e-commerce platform currently in high demand is Tokopedia. Tokopedia serves as a platform for marketers to effectively and efficiently market or promote their products online.

The Tokopedia app is very helpful and beneficial for consumers, allowing them to access goods and services regardless of distance between buyers and sellers. Tokopedia's online sales mechanism utilizes technology as a connecting medium between consumers and producers, with all transactions conducted online or through cashless payments. Therefore, legal security for these transactions is crucial. This is to uphold consumer rights, balance the position of buyers and sellers, encourage sellers to manage their businesses responsibly and ethically, and guarantee clear legal provisions for buyers and sellers in online buying and selling practices. These regulations can be binding and reduce the potential for disputes and conflicts. According to Bank Indonesia data, over the past five years, online buying and selling (e-commerce) in Indonesia has shown continuous growth, with sales reaching Rp. 205.5 trillion in 2019 which then increased by Rp. 487.01 trillion in 2024.

This development certainly demonstrates the steady growth of online buying and selling in Indonesia. However, this growth also faces obstacles related to regulations regarding purchasing goods from abroad (imports), business competition between sellers, and the public's ability to purchase goods online, which sellers must continue to address. In general, buying and selling transactions in Indonesia are covered by the provisions of the Civil Code (KUHPperdata). However, these provisions are also explicitly reiterated in Law No. 1 of 2024 concerning the Second Amendment to Law No. 11 of 2008 concerning Electronic Information and Transactions (UU ITE).

Furthermore, regulations relating to consumer protection are also explicitly regulated in Law No. 8 of 1999 concerning Consumer Protection. Article 1457 of the Civil Code defines a sale and purchase as an agreement whereby one party delivers goods to another party, with the recipient obligated to make payment for the goods at a pre-agreed price. Based on the explanation above, it can be concluded that the transfer of ownership of the goods is carried out by the seller (business actor) to the buyer (consumer).

In the context of the legal responsibility of e-commerce platform providers, the features provided by Tokopedia, such as the seller verification system, consumer reviews, and complaint services, are important instruments reflecting the platform's commitment to fulfilling its legal responsibilities to consumers. The complaint service It serves as a formal means for consumers to report non-conforming goods, request refunds, or resolve disputes internally. These three features directly relate to Tokopedia's responsibility as an electronic system provider, as mandated by Article 15 of Law Number 11 of 2008 concerning Electronic Information and Transactions to provide a reliable, secure, and accountable system. If these features are not implemented effectively, Tokopedia will not only fail to fulfill its technical responsibilities but also potentially violate consumer rights as protected by Article 19 of Law Number 8 of 1999 concerning Consumer Protection, particularly regarding the imposition of fines for losses resulting from non-conforming electronic goods sold through the platform.

For example, in 2018, a buyer felt deceived into purchasing a 1TB WD External Hard Drive through the Tokopedia platform for Rp450,000. However, instead of receiving the physical product as advertised, the consumer received only an image of the product. The product description stated "image only," but the seller's title and category indicated that the store was selling genuine electronic devices. This demonstrated business negligence and a mistake. information that can be substantively categorized as misleading consumers, as has been emphasized in the provisions of Article 9 paragraph (1) letter K of Law Number 8 of 1999 concerning consumer protection. Tokopedia as the system organizer, has an obligation to review and verify the legitimacy and honesty of business actors operating within it.

This research on Tokopedia's Responsibility to Consumers is a topic that has been explored by several previous researchers. One such researcher, Zahra Rahmawati, conducted the study in 2024. Her research focused on Tokopedia's Legal Responsibility to Consumers for Mismatched Goods in Online Purchases. Observations demonstrated that existing dispute resolution procedures, such as through online distributors, do not fully provide fairness to consumers.

Furthermore, a previous researcher, Sapta Abi Pratama, explored the topic of discussion related to this journal. The research focused on "Legal Protection for Consumers for Goods Not Matching the Images in Marketplace Transactions," addressing the issue of legal protection for consumers for goods that do not match the images listed on the marketplace and the responsibilities of business actors who deliver goods that do not match the images previously agreed upon with the buyer. The researcher also focused on finding solutions through the provisions of Government Regulation Number 80 of 2019 concerning

Electronic Commerce. The results of the discussion indicate that every buyer (consumer) also has the right to receive goods that match the images displayed by business actors through online buying and selling media, namely marketplaces, and these business actors also have a legal responsibility to ensure that the goods are received well by consumers in accordance with applicable legal regulations.

Based on a comparison of previous writings, this study focuses on the implementation of consumer protection laws in the context of Tokopedia's legal responsibility to consumers for non-conformity of electronic goods in the online trading system and examines what legal remedies consumers can take for losses they receive from Tokopedia as an online trading platform that focuses on electronic goods that do not comply with the agreement made previously between consumers and Tokopedia.

LITERATURE REVIEW

Legal Responsibility

Legal responsibility is an obligation imposed by law on an individual or legal entity to bear the consequences of a legal act or event they have committed. According to Subekti (2008), legal responsibility arises when an individual commits an error or negligence that harms another party. In the context of civil law, this responsibility usually relates to breach of contract or unlawful acts, as regulated in the Civil Code (KUHPperdata). Legal responsibility can also be administrative or even criminal if the violation exceeds certain limits as stipulated in applicable law.

Consumer Protection

Consumer protection is any effort to ensure legal certainty and provide protection to consumers. According to Law Number 8 of 1999 concerning Consumer Protection (UUPK), consumers have the right to comfort, security, and safety when consuming goods and/or services. Business actors, including e-commerce platforms, are obliged to provide true, clear, and honest information regarding the condition and guarantees of the goods sold. In this context, non-conformity of electronic goods received by consumers can be considered a violation of consumer rights and can result in legal liability for business actors, including platform providers.

Commerce Through Electronic Systems

Electronic commerce (e-commerce) is the activity of buying and selling conducted using electronic media, particularly the internet. According to Government Regulation Number 80 of 2019 concerning Commerce Through Electronic Systems, electronic system providers, such as Tokopedia, are responsible for ensuring their systems are reliable, secure, and accountable. Providers are also required to provide dispute resolution facilities and consumer protection mechanisms within their systems. In practice, platform providers not only act as intermediaries but also bear legal responsibility for losses suffered by consumers if the systems they manage are proven negligent or inadequate.

Tokopedia as an Electronic Commerce Provider

Tokopedia is one of the largest e-commerce platforms in Indonesia, acting as an intermediary between sellers and buyers. Although not always a direct party in a transaction, Tokopedia has responsibilities as an electronic system provider as regulated in Law Number 11 of 2008 concerning Electronic Information and Transactions (UU ITE) and Government Regulation Number 80 of 2019. In the context of electronic goods discrepancies, Tokopedia is required to provide a system capable of preventing consumer losses, such as user review features, refund guarantees, and dispute resolution centers. Failure to carry out these responsibilities can result in legal liability for consumers.

METHODOLOGY

This research utilizes a normative juridical research method. This research will also focus on deepening the regulations or legal rules and legislation related to this research. This deepening of legal rules is used by analyzing laws, especially Law No. 8 of 1999 concerning Consumer Protection and Law No. 1 of 2024 concerning the Second Amendment to Law No. 11 of 2008 concerning Electronic Information and Transactions (ITE Law), which are related to the problem topic in this research. For a conceptual approach, it will focus on all perspectives or views and doctrines that will be used to deepen and develop this research so that it is more systematically structured and easy to understand. This research emphasizes library research, namely focusing on the use of laws and regulations sourced from primary legal sources and secondary legal sources sourced from books, scientific works, and journals related to this research.

RESEARCH RESULT

Tokopedia's Responsibility to Consumers for Non-Conforming Electronic Goods in the Online Trading System

Accountability is a procedure utilized within a legal relationship that involves cause and effect. This legal relationship arises from the legal relationship between two parties who have legal rights and obligations. Accountability is the final part of a legal relationship, because within this legal relationship, a non-conforming act results in the non-fulfillment of a right by one party, resulting in a loss for that party. This loss is the basis for legal liability.

E-commerce practices are similar to conventional buying and selling practices. However, in e-commerce, a legal relationship exists between the buyer and seller, occurring online (virtually). This also relates to relationships established online. In e-commerce systems, the legal relationship between businesses, consumers, and platform providers like Tokopedia is highly complex. When non-conforming goods occur in online transactions, the issues that arise are not only related to the seller's breach of contract. They also concern Tokopedia's responsibility as an intermediary facilitating the transaction. Tokopedia, as an e-commerce system provider, plays a crucial role in ensuring the security and legal certainty of every purchase and sale transaction on its platform.

Tokopedia's legal liability encompasses civil and administrative aspects, and in certain circumstances, can extend to criminal liability if there is an element of systemic negligence that causes harm to consumers. A person is legally responsible for a specific act if they are subject to sanctions in the event of a contrary act. Strict liability refers to a situation where a person is responsible for a violation, whether intentional or unintentional, even if the resulting loss could not have been foreseen by the offending party. This type of liability demonstrates that intent or deliberate action is not always the primary factor in determining legal liability. By understanding this division, we can see how the law determines liability based on the context and nature of the violation.

In a doctrine of responsibility, this originates from a statutory regulation. Or it can be said that this responsibility arises from the existence of laws that are bound within it. In this case, the opinion or doctrine of responsibility also emphasizes that there is a sanction or punishment that can be imposed or given if the action has a basis that is contrary to legal rules or laws. Like one relevant case is a report from a consumer named Irfan who purchased a WD 1 TB External Hard Disk through the Tokopedia platform for Rp450,000. However, instead of receiving the physical goods as advertised, the consumer only received an image of the product. In the product description it is stated "only an image", but the title and seller category indicate that the store sells original electronic devices. From the case that occurred to the consumer, it has shown that there is erroneous information related to the provisions of Law Number 8 of 1999 where in Article 9 it has expressly stated that business actors are prohibited from promoting, offering, or advertising goods that are prohibited by law. This is also emphasized in Tokopedia's terms and conditions, which state that sellers are obligated to include detailed, clear photos and product information that reflect the quality offered. If a business violates this by failing to provide the product as advertised, Tokopedia has the authority to cancel or withhold payment for the transaction. Tokopedia also has the authority to add the product name, specifications, shape, and condition to provide the best possible information to buyers to prevent fraudulent transactions.

The above case could also be categorized as fraud if the business continues to engage in such behavior, which could result in criminal proceedings. The consumer or buyer felt disadvantaged because they did not receive the product as agreed. They were only given a drawing paper containing a 1TB external hard drive for Rp. 450,000. However, the shop owner defended themselves by asserting that the product was sold as advertised, but the buyer was negligent in not reading the description listed on the product display. This made the Tokopedia platform take firm action by closing the store and removing the previously mentioned products and providing responsibility in the form of compensation and ensuring the system operates properly regarding goods, especially electronic goods in sales, so that the same incident does not happen again.

In general, the definition of an agreement is expressly stipulated in the Civil Code. Article 1313 of the Civil Code states that "an agreement is a binding agreement between both parties." An agreement can also give rise to a contract,

and this contract serves as the basis for the parties to fulfill their respective rights and obligations. In online commerce, this agreement is also crucial, as it signifies that both parties have mutually agreed to engage in online buying and selling. Online commerce also recognizes the concept of breach of contract, or breach of promise, where a breach of promise is defined as an act that fails to fulfill an obligation in whole or in part, properly.

This is further emphasized in Article 1243 of the Civil Code, which recognizes the consumer's right to compensation and is reaffirmed in Article 19 of Law Number 8 of 1999 concerning Consumer Protection. Under this article, consumers have the right to compensation, and businesses are also responsible for providing compensation for negligence by businesses that results in losses for buyers. As a platform provider, Tokopedia is also responsible for actively participating in transactions between businesses and buyers by utilizing data storage, escrow, and claim access that allows consumers to prove and pursue civil liability.

Tokopedia, as a platform that facilitates online buying and selling for buyers and businesses, must provide a system to ensure consumer protection. This includes establishing rules and regulations for each business, providing official numbers and contacts that consumers can access to submit complaints, and ensuring that any complaints are handled properly and resolved according to professional procedures within a specified timeframe, to avoid causing harm to either party.

According to the Director General of Consumer Protection and Trade Order at the Ministry of Trade, from 2022 to March 2025, the Ministry of Trade received 20,942 consumer complaints, of which 92.70%, or 19,428, were related to online commerce. This demonstrates the continued increase in online shopping in Indonesia.

According to the Indonesian Consumer Foundation (YLKI), 124 consumer complaints related to online commerce were reported in 2024. E-commerce refunds were the most common, accounting for 23.4%. This was followed by fraud or theft (14.8%), non-delivery of goods (5.5%), delivery issues (4.7%), non-delivery of goods (3.9%), information issues (3.1%), application errors (1.6%), and lost goods (0.8%). This raises questions about the extent of manufacturers' and e-commerce service providers' obligations and authority in handling consumer complaints. Tokopedia's responsibility cannot be assessed solely as a platform provider, but rather as an actor bearing the burden of factual responsibility for transaction security. Therefore, Tokopedia's responsibility must be assessed within an objective legal framework, taking into account the reality of its role and the impact of its operations on consumer rights as a whole, rather than solely based on a normative approach.

Tokopedia's consumer protection mechanisms stem not only from applicable laws and regulations but also from Tokopedia's own internal policies, which can be accessed directly through its terms and conditions. This policy, under point 4 of the sales transaction section, states that "business actors are obliged to provide complete and clear information regarding the goods they will market to buyers. However, if during the marketing process any discrepancies

(inconsistencies) are discovered with the goods being sold to buyers, Tokopedia reserves the right to cancel or withhold funds from the transaction."

This policy aligns with the provisions of Articles 7 and 8 of Law No. 8 of 1999 concerning Consumer Protection and Article 14 of Government Regulation No. 80 of 2019 concerning Electronic Commerce. However, it is important to note that Tokopedia's internal policies often lack sufficient legal enforcement, particularly when business owners are uncooperative or when the verification system is not functioning optimally. Tokopedia also emphasizes in its user guidelines that Tokopedia is a platform that utilizes a Customer-to-Customer Marketplace model, providing services to buyers online. Therefore, in every transaction conducted through the Tokopedia platform, each party is aware of their respective responsibilities.

In this case, Tokopedia also has no authority to be held responsible for any negligence caused by the seller, such as damage to goods resulting in losses for consumers (buyers). These losses can take both visible and invisible forms, including losses of profits, reputation, money, and so on. Furthermore, these losses can include:

- 1) User misuse or incompetence in using the Tokopedia site;
- 2) Price, delivery, or other instructions provided within Tokopedia's services;
- 3) Delays or interruptions in a service;
- 4) Negligence arising from either party;
- 5) Value of the goods;
- 6) Delivery process;
- 7) Violation of Intellectual Property Rights (IPR);
- 8) Disputes;
- 9) Insulting someone;
- 10) Misappropriation of goods ordered (purchased) by consumers;
- 11) Losses resulting from payment processes that do not comply with regulations or payments made through unauthorized parties;
- 12) The repair and delivery of goods with an official guarantee from the seller to the consumer;
- 13) The presence of a device that endangers users connected to the Tokopedia online site;
- 14) The presence of an obstacle that results in data incompatibility within the Tokopedia site service;
- 15) Losses due to the inability of the user's media equipment;

Consumer Legal Action Against Tokopedia for Non-Conformity of Electronic Goods in the Online Trading System

A dispute is a situation that indicates a disagreement or difference of opinion between individuals, groups, companies, countries, and so on at the local, national, and international levels. Disputes can arise from facts or perspectives (perceptions) regarding a matter that gives rise to disagreement. Decree No. 350/MPP/Kep/12/2001 issued by the Minister of Industry concerning the Implementation of Duties and Authorities of the Consumer Dispute Resolution Agency fully explains consumer disputes, namely a problem

between a business actor and a consumer, where the consumer can file a claim for compensation for losses suffered as a result of using the product.

The above explanation describes a dispute between a buyer and a business that does not implicitly arise after the consumer has suffered a loss, but rather during the post-transaction phase. This phase will examine after-sales service, which businesses claim in advertisements or on their products, promises, or statements about the various uses, capabilities, advantages, or superiorities of the product. Article 45, paragraph 1 of the Consumer Protection Law states that any aggrieved consumer may sue a business through an institution tasked with resolving disputes between consumers and businesses or through a court within the general court system. Paragraph 2 also states that consumer dispute resolution can be pursued through the courts or out-of-court, based on the voluntary choice of the disputing parties. This dispute resolution ensures that every consumer and business involved in a dispute continues to receive legal protection. In the case of electronic transaction disputes, legal protection is regulated by how the law regulates and covers the legal interests of business actors seeking to profit and committing errors, allowing the law to determine who is responsible for a problem.

Government Regulation Number 80 of 2019 concerning Commerce through Electronic Systems emphasizes the importance of consumer protection in e-commerce transactions. Article 25 paragraph 2 states that e-commerce must prioritize consumer protection by ensuring a transparent bidding and acceptance system and providing a complaint and dispute resolution mechanism. In an effort to ensure consumer protection, this regulation requires every business actor to have a structured complaint service. Business actors must provide official numbers and contacts that can be accessed by consumers to submit complaints. In addition, they are required to have clear complaint procedures and follow-up mechanisms that ensure each complaint is handled properly. With the large number of accesses and transactions conducted on Tokopedia, it is possible for disputes to arise between consumers and business actors. As an example of a dispute, a buyer named Adel purchased an Apple brand cellphone. The item was an item that had been agreed upon by the buyer and the seller. However, during the process of receiving the item, the buyer received an item that did not match what had been previously agreed upon, resulting in the buyer experiencing a loss due to this action. The seller can also be categorized as having committed a breach of promise and therefore has legal responsibility for this action.

Regarding this responsibility, Law Number 9 of 2016 concerning Electronic Information and Transactions also emphasizes that an agreement between parties can be marked by an electronic signature, confirming that both parties have legally agreed to be bound by the agreement. Therefore, the agreed agreement is binding on both parties.

Therefore, an agreement made in accordance with Law Number 19 of 2016, which specifically explains electronic agreements, is an agreement agreed to by the parties through an electronic mechanism. Under the agreement agreed to by the consumer, any disputes that arise will be resolved through procedures provided by Tokopedia. Tokopedia's dispute resolution process is online dispute

resolution (ODR), which serves as a central dispute resolution and mediation tool for disputes between consumers and businesses.

In this regard, Tokopedia can also offer online dispute resolution, a form of agreement between the parties to resolve the dispute. This can be achieved through two methods: negotiation between the consumer and the business. This mediation process will be led by Tokopedia, who will then issue a decision that must be accepted by both parties.

However, this ODR resolution is only administrative and does not always result in a legally binding decision, especially if the business entity is uncooperative in resolving the dispute. If a consumer is dissatisfied with the ODR resolution, they can also pursue two dispute resolution channels: litigation and non-litigation. Non-litigation dispute resolution involves resolving disputes outside the courts or through alternative dispute resolution institutions. Consumers who are dissatisfied with the dispute resolution offered by Tokopedia can take the litigation route by filing a lawsuit through the BPSK (Consumer Dispute Resolution Agency closest to the consumer's domicile. In the provisions of Article 47 of the Consumer Protection Law, it is stated that in a settlement of a case related to consumers, it can be resolved by an agreement between the parties to determine the amount of compensation for the losses incurred. This is of course intended so that this case or problem can be resolved in the best possible way and avoid this case from happening again.

If the dispute resolution process uses the Consumer Dispute Resolution Agency (BPSK), the agency will serve as the party that summons Tokopedia or the seller. In this case, the buyer or consumer must be able to outline any facts that could indicate fault on the part of the business actor. In this case, the Consumer Dispute Resolution Agency (BPSK) can also resolve cases outside of court, namely through arbitration.

According to Ahmadi Miru and Sutarman Yodo, Article 47 of the Consumer Protection Law (UUPK) is unclear. If the out-of-court consumer dispute resolution is conducted to reach an agreement, then logic would refer to mediation or conciliation by the BPSK, rather than arbitration, because the final outcome of arbitration is a decision.

In a dispute resolution process, out-of-court (non-litigation) dispute resolution is a step used by parties to avoid the court process (litigation). The provisions of Law Number 8 of 1999 concerning Consumer Protection also provide opportunities for parties to freely determine the dispute resolution process in court or out of court. Article 45 paragraph (4) of Law Number 8 of 1999 concerning Consumer Protection emphasizes that in consumer dispute resolution efforts used are efforts to resolve disputes through the court process. Therefore, this effort can only be used if the parties involved in the dispute are unable to reach an agreement to resolve the case out of court. In this case, the parties can file a lawsuit with a strong legal basis, namely the provisions of Article 38 paragraph (1) of Law Number 11 of 2008 concerning Information and Electronic Transactions in conjunction with Article 45 paragraph (1) of Law Number 8 of 1999 concerning Consumer Protection.

Article 38 paragraph (1) emphasizes that everyone has the right to file a lawsuit against any party that organizes an electronic system and/or uses information technology that causes harm. However, if the lawsuit process is submitted through a civil lawsuit process, then the injured party can file a civil lawsuit as regulated in the provisions of Article 39 paragraph (1) of Law Number 11 of 2008 concerning consumer protection which explains that every consumer or business actor who feels aggrieved can file a lawsuit to a court under the general court environment. Law Number 8 of 1999 concerning consumer protection also contains what evidence can be used in the process of providing evidence in court, namely proof of payment or proof of transfer, evidence of SMS messages or e-mail, and evidence showing the name, address, telephone number or account number of the business actor. The evidence above is evidence that is legally recognized in evidence in court, however, in the process of submitting the lawsuit, the injured party or consumer must also pay attention to:

1. All types of losses suffered by consumers, taking into account the following:
 - a. The interests of the plaintiff (consumer) cannot be assessed solely on the basis of the monetary loss;
 - b. Belief in justice for all parties;
 - c. Maintaining the standing of judicial bodies.
2. The process of proving the existence of an element of fault or negligence on the part of the business actor constitutes a liability burden that can be imposed on the business actor. This burden is of course based on the principle of absolute liability (product liability) as adopted by Law Number 8 of 1999 concerning Consumer Protection, specifically in Article 19 in conjunction with Article 28 of Law Number 8 of 1999 concerning Consumer Protection. However, under the theory of the burden of proof in ordinary proceedings, a plaintiff (consumer) is burdened with proving all elements that can demonstrate the existence of an element of fault. This principle of product liability certainly provides broad authority for consumers to file lawsuits in court to recover their rights resulting from losses incurred by the business actor.
3. There is a legal basis that stipulates that a person who causes harm to another person has a legal obligation or responsibility to compensate for the loss. This is clearly regulated by Law Number 8 of 1999 concerning Consumer Protection. Article 19 paragraph (2) explicitly states that compensation can be provided in the form of a refund, replacement in the form of similar or equivalent goods or services, health care, and compensation in accordance with statutory provisions.

According to a report from the Indonesian E-Commerce Association (idEA), approximately 71% of Indonesian consumers experienced problems returning goods during online transactions throughout 2023. Furthermore, a survey by the Indonesian Survey Institute showed that only 48% of consumers were satisfied with the dispute resolution mechanisms provided by e-commerce platforms.

CONCLUSIONS AND RECOMMENDATIONS

Tokopedia, as an online trading platform, has a legal obligation to consumers regarding any doubts regarding the incompatibility of electronic goods that arise through its platform. Based on an analysis of the provisions of Law Number 8 of 1999 concerning Consumer Protection, Law Number 11 of 2008 concerning Electronic Information and Transactions, and Government Regulation Number 80 of 2019 concerning Commerce Through Electronic Systems, it can be concluded that Tokopedia's responsibilities encompass civil and administrative aspects, and in certain situations can extend into the criminal realm. This is illustrated by the provisions of Article 19 of the Consumer Protection Law, Article 15 of the Electronic Information and Transactions Law, and Article 25 of Government Regulation Number 80 of 2019 concerning Commerce Through Electronic Systems, which require system providers to guarantee the reliability, security, and accuracy of electronic transaction systems. Tokopedia's internal features, such as the seller verification system, user reviews, and resolution center, are manifestations of this legal responsibility. However, in practice, this system still has weaknesses that open up room for violations of consumer rights. Therefore, Tokopedia's legal responsibility is not only normative but also objective and functional, where failure to operate a reliable system can constitute direct liability for consumers.

Customers who experience losses due to inconsistencies in the goods they ordered can pursue legal remedies outside the courts. Non-litigation can be pursued through Tokopedia's internal mechanisms or through the Consumer Dispute Resolution Agency (BPSK) as stipulated in Articles 45 and 46 of the Consumer Protection Law. Litigation can be filed with the District Court under Article 1243 of the Civil Code concerning breach of contract and Article 19 of the Consumer Protection Law concerning compensation. Consumers can also sue Tokopedia directly if they can prove systemic negligence causing the loss, as stipulated in Articles 38 and 39 of the Electronic Information and Transactions Law. In practice, the effectiveness of both litigation and non-litigation channels still faces administrative challenges, costs, and lengthy resolution times. Therefore, regulatory updates and strengthening of the internal systems of platform providers are needed, as well as increasing the capacity of dispute resolution institutions to ensure that consumer rights in the digital trading ecosystem are protected fairly, quickly, and in accordance with the law.

ADVANCED RESEARCH

Further research is needed to evaluate the effectiveness of internal complaint handling mechanisms and consumer protection policies implemented by e-commerce platforms like Tokopedia, especially in cases involving the sale of incompatible or defective electronic goods. While Tokopedia has adopted various internal features—such as seller verification, user reviews, and dispute resolution centers—there is limited empirical data on how often these mechanisms result in fair outcomes for consumers and how they compare to formal legal remedies. Researchers could investigate the extent to which these tools fulfill the obligations mandated by Law Number 8 of 1999, Law Number 11 of 2008, and Government Regulation Number 80 of 2019, particularly concerning

system reliability, consumer loss mitigation, and the enforcement of seller accountability.

Moreover, future studies could examine the regulatory and technological gaps that allow for systemic failures in platform accountability, especially when such failures lead to recurring consumer losses. Comparative research across different e-commerce platforms or jurisdictions could provide insights into best practices for designing more robust and transparent systems. Additionally, research could assess the current capacity and effectiveness of institutions like BPSK in resolving digital trade disputes, as well as the accessibility of legal remedies for ordinary consumers. These inquiries are essential to ensuring that platform providers are not only compliant in a formal legal sense, but also operationally responsible in protecting the rights and interests of consumers in Indonesia's fast-growing digital economy.

REFERENCES

- Asosiasi E-Commerce Indonesia. "Laporan Tahunan Perlindungan Konsumen E-Commerce 2023." Jakarta: idEA, (2024).
- Dwi Argo Octavianto. "Perlindungan Konsumen Dalam Jual Beli Melalui Tokopedia." *Jurnal Ilmu Hukum "THE JURIS"* 9, no. 1 (2025): 93-104.
- Fahmi Khamilla. "Online Sale and Purchase Transactions (E-Commerce) in the Islamic Law Perspective." *MPRA Paper*, no. 1 (2019): 8. <https://mpra.ub.uni-muenchen.de/95341/>.
- Ida Bagus Nyoman Adhi Wiguna. "Pertanggungjawaban Hukum Penyedia Jasa Platform Digital Terhadap Pelanggaran Kekayaan Intelektual." *Amandemen: Jurnal Ilmu Pertahanan, Politik Dan Hukum Indonesia 1*, no. 4 (2024): 01-26. <https://doi.org/10.62383/amandemen.v1i4.472>.
- Irawan, Candra. *Hukum Alternatif Penyelesaian Sengketa Edisi Revisi*, 2017.
- Jessy Annastasia Aruan. "Pertanggungjawaban Hukum Pengelola Sistem Elektronik Kesehatan Di Indonesia Sebagai Penyelenggara Elektronik Sehubungan Dengan Perlindungan Data." *Dharmasiswa Jurnal Program Magister Hukum Fakultas Hukum Universitas Indonesia 1*, no. 4 (2021): 1911-26.
- Jimly Asshiddiqie, M. Ali Safa'at. "Teori Hans Kelsen Tentang Hukum," n.d.
- Khayati, Sri. "Mekanisme Dalam Penyelesaian Sengketa Konsumen (Studi Di BPSK Prov Sultra Kota Kendari)." *Arus Jurnal Sosial Dan Humaniora 3*, no. 3 (2023): 175-87. <https://doi.org/10.57250/ajsh.v3i3.283>.
- Kusuma Putra, Rengga, Umami Kalsum, Rica Gusmarani, and Edy Sony. "Efektivitas Penyelesaian Sengketa Secara Non Litigasi." *Jurnal*

Kolaboratif Sains 7, no. 6 (2024): 2200–2206.
<https://doi.org/10.56338/jks.v7i6.5548>.

Lembaga Survei Indonesia. "Survei Persepsi Konsumen Terhadap E-Commerce di Indonesia." Jakarta: LSI Press, (2024).

Nisantika, Riris, and Ni Luh Putu Egi Santika Maharani. "Penyelesaian Sengketa Konsumen Oleh Badan Penyelesaian Sengketa Konsumen (BPSK)." *Jurnal Locus Delicti* 2, no. 1 (2021): 49–59. <https://doi.org/10.23887/jld.v2i1.458>.

Pratama, Sapta Abi. "Perlindungan Hukum Terhadap Konsumen Atas Barang Tidak Sesuai Gambar Pada Transaksi Di Marketplace." *2nd National Conference on Law Studies: Legal Development Towards A Digital Society Era* 2, no. 1 (2020): 182–99. <https://conference.upnvj.ac.id/index.php/ncols/article/view/1356>.

Purwito, Edy. "Konsep Perlindungan Hukum Konsumen Dan Tanggung Jawab Hukum Pelaku Usaha Terhadap Produk Gula Pasir Kadaluarsa Di Kota Surabaya." *Dekrit Jurnal Magister Ilmu Hukum* 13, no. 1 (2023): 109–29. <https://doi.org/10.56943/dekrit.v13n1.152>.

Pusat Data Kontan. "Transaksi Ecommerce Indonesia 2019-2024," n.d. <https://pusatdata.kontan.co.id/infografik/88/Transaksi-Ecommerce-Indonesia-2019-2024>.

Rahmawati, Zahra. "Jurnal of Legal Research Tanggung Jawab Hukum Tokopedia Terhadap Konsumen Atas Ketidaksesuaian Barang Dalam Jual Beli Online." *Jurnal of Legal Research* 6, no. 2 (2024): 253–90.

Rivki. "Kasus Jual Online Gambar Hard Disk, Ini Kata Asosiasi e-Commerce." *detikNews*, 2018. <https://news.detik.com/berita/d-4302570/kasus-jual-online-gambar-hard-disk-ini-kata-asosiasi-e-commerce>.

Rodentus Leonardus Habeahan, Nabila Christy, Diana R. W. Napitupulu. "Perlindungan Data Pribadi Dalam Kegiatan Peer To Peer Lending." *Jurnal Hukum Progresif* 7, no. 10 (2024): 41–47.

Yudi, Auliak Kusuma. "Proses Penyelesaian Sengketa Dalam Hukum Perdata : Perspektif Non-Ligitasi Dispute Resolution Process In Civil Law : A Non-Ligitation Perspective," no. Dewi 2022 (2024): 7824–31.