

IMPLEMENTING CONSUMER PROTECTION LAW IN DIGITAL ECONOMY: LEGAL RESPONSIBILITIES OF E-COMMERCE DELIVERY SERVICE PROVIDERS

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Abstract

The development of the business world in the current digital era has developed rapidly, Indonesian people prefer to use electronic media to meet all their wants and needs in everything such as fashion, household needs, etc. Such a situation makes digital platforms develop very rapidly with the aim of meeting the needs of the Indonesian people in meeting all needs in a practical and cost-effective way. Various platforms have emerged, including Buka Lapak as a digital platform that is growing rapidly today, for business development the platform opens partnerships in various regions so that the business reach is wider, one of which is in Cikeusik sub-district called Mitra Bukalapak Agen Tiga Putra. This research will identify the extent to which business actors, in this case Mitra Bukalapak Agen Tiga Putra, are responsible for the loss of goods sent by consumers and whether consumers receive adequate legal protection in accordance with the applicable provisions in Law Number 8 of 1999 concerning Consumer Protection. The Research Method uses a qualitative approach with an analytical descriptive method, where data is obtained through interviews, observations, and documentation conducted in the field. It is hoped that the results of this study can provide an understanding of the practice of legal responsibility in shipping services and consumer protection in the event of loss of goods.

Keywords: Maximum Legal Responsibility, Consumer Protection, Shipping Service, Legality of Agents

1. Introduction

The rapid development of information technology has fundamentally transformed consumption patterns in Indonesia, particularly through the widespread adoption of e-commerce platforms such as Bukalapak (Setiawan & Utomo, 2022). To extend its service reach, Bukalapak partners with local agents, including Mitra Bukalapak Agen Tiga Putra in Cikeusik District, Pandeglang Regency, Banten (Indrawati & Saputra, 2023). These partnerships facilitate access to delivery services and digital products for the public. However, practical implementation often raises legal concerns, including loss, damage, or delay of goods, resulting in material and immaterial harm to consumers (Wibowo & Sari, 2023).

This phenomenon reflects a broader tension within Indonesia's digital economy: the expansion of e-commerce platforms has not been matched by sufficient legal clarity regarding the responsibilities of their local partners (Nugroho & Darmawan, 2023). While these partnerships enhance accessibility, they also create complex legal relationships that challenge traditional consumer protection frameworks (Haryanto & Fitriani, 2024). The rapid growth of e-commerce delivery services projected to increase by 15% annually in Indonesia demands urgent examination of the legal mechanisms protecting consumers in digital transactions (Badan Pusat Statistik, 2023).

Consumers utilizing delivery services are entitled to security, convenience, and legal certainty as stipulated in Law Number 8 of 1999 concerning Consumer Protection (Undang-Undang Republik Indonesia Nomor 8 Tahun 1999 tentang Perlindungan Konsumen). Yet, the fulfillment of these rights remains suboptimal, particularly in remote areas where digital literacy and legal awareness may be limited (Siregar & Anggraeni, 2023). Many consumers encounter difficulties obtaining compensation or dispute resolution when agents fail to meet their obligations fairly, leading to a growing number of complaints registered with the Indonesian Consumers Foundation (YLKI) regarding e-commerce delivery services (YLKI, 2023).

The case of Mitra Bukalapak Agen Tiga Putra exemplifies systemic challenges within Indonesia's e-commerce ecosystem. Operating without formal registration as a freight forwarding service provider, this agent occupies a regulatory gray area that complicates consumer protection efforts (Fauzi & Utami, 2023). This legal ambiguity is compounded by the agent's dual role as both a service facilitator and an independent business entity, creating confusion regarding liability when goods are lost, damaged, or delayed during transit (Hartono & Wulandari, 2024).

This research addresses critical gaps in understanding how consumer protection laws apply to emerging e-commerce delivery models in Indonesia. Previous studies have examined e-commerce regulation broadly (Kurniawan & Febriani, 2023) or focused on platform liability (Susanto & Handayani, 2022), but few have investigated the specific legal responsibilities of local delivery partners operating under platform partnerships. This study contributes to filling this gap by analyzing the implementation of consumer protection principles within the context of Bukalapak's partnership model, with implications for regulatory frameworks governing Indonesia's rapidly expanding digital economy.

The urgency of this research is underscored by several factors: the exponential growth of e-commerce in Indonesia, increasing consumer complaints regarding delivery services, and the need for legal frameworks that balance innovation with consumer protection (Badan Pusat Statistik, 2023; YLKI, 2023). By examining the legal responsibilities of Mitra Bukalapak Agen Tiga Putra under existing consumer protection laws, this study aims to provide insights that can inform both regulatory improvements and industry practices, ultimately strengthening consumer protection in Indonesia's digital marketplace.

2. Theoretical Background

2.1 Legal Responsibility of Business Actors

Article 19 paragraph (1) of Law Number 8 of 1999 mandates business actors to provide compensation for damage, pollution, or loss suffered by consumers due to goods or services traded (Undang-Undang Perlindungan Konsumen, 1999). Compensation may include refunds, replacement of goods/services, or monetary restitution (Subekti, 2020). Subekti further elaborates that sellers must guarantee peaceful enjoyment and bear responsibility for hidden defects, a principle applicable by analogy to service providers who must ensure their services do not harm consumers (Subekti, 2020). Business actors failing to fulfill contractual obligations must compensate affected consumers, establishing a foundation for accountability in service agreements (Sridadi, 2021).

2.2 Legal Liability in Delivery Services

Legal responsibility in delivery services spans from the handover of goods by consumers to their receipt by the intended recipient (Prasetyo & Wijaya, 2022). Article

19 of the Consumer Protection Law emphasizes compensation obligations if goods are damaged, lost, or non-compliant with agreements (UU Perlindungan Konsumen, 1999). In practice, partners remain accountable even when goods are entrusted to third-party expeditions, as stipulated in Bukalapak's Terms & Conditions, which hold partners fully responsible until consumers receive goods satisfactorily (Bukalapak, 2023).

2.3 Consumers and Business Actors in Electronic Transactions

Consumers, defined broadly under Article 1(2) of the Consumer Protection Law, include individuals using goods/services for personal, familial, or other non-commercial purposes (UU Perlindungan Konsumen, 1999). Business actors encompass any entity conducting economic activities within Indonesia, regardless of legal form (Susanto & Handayani, 2022). In e-commerce defined as commerce utilizing computer networks like the internet (Undang-Undang ITE, 2008) both consumers and business actors operate within a digital framework requiring clear legal standards to protect vulnerable parties and ensure transactional integrity (Kurniawan & Febriani, 2023).

2.4 Characteristics of Electronic Transactions

Electronic transactions, governed by Law Number 11 of 2008 concerning Electronic Information and Transactions (ITE Law), exhibit distinct features: (1) paperless and faceless interactions, eliminating physical presence; (2) electronic documents recognized as valid evidence under Article 5; (3) reliance on digital media; (4) global reach transcending spatial-temporal limits; and (5) stringent personal data protection obligations, ensuring confidentiality and security in digital exchanges (UU ITE, 2008; Perdana & Saputri, 2023).

2.5 Consumer Protection in Electronic Transactions

Law Number 1 of 2024 amending the ITE Law reinforces consumer protection by requiring business actors to provide accurate, non-misleading product/service information (Article 9) (Undang-Undang Republik Indonesia Nomor 1 Tahun 2024 tentang Perubahan Kedua atas Undang-Undang Nomor 11 Tahun 2008 tentang Informasi dan Transaksi Elektronik). Electronic System Operators must maintain reliable, secure systems (Article 25) and protect consumer personal data from misuse without explicit consent (Article 26), establishing a robust legal framework for digital consumer rights (Lestari & Hidayat, 2024).

2.6 Delivery Services in E-Commerce

Delivery services, as per Minister of Communication and Information Regulation Number 9 of 2013, involve the collection, transportation, and delivery of documents/goods within set timeframes (Peraturan Menteri Komunikasi dan Informatika Nomor 9 Tahun 2013 tentang Penyelenggaraan Jasa Titipan). In e-commerce, these services ensure secure and timely goods delivery (Darmadi & Rahayu, 2023). The process typically includes: (1) consumer data input; (2) agent receipt and inspection; (3) handover to expedition services; (4) transportation; and (5) recipient receipt (Fauzi & Utami, 2023). Agents function as intermediaries bearing full responsibility until expedition pickup and final delivery.

2.7 Obstacles and Risks in Delivery Services

Common delivery service challenges include lost/damaged goods, delays, incorrect recipient data, expedition denials of responsibility, and communication/tracking issues

(Saputra & Dewi, 2023). Legally, partners remain liable for defaults unless they prove absence of fault, as the contractual relationship exists directly between consumers and partners (Hartono & Wulandari, 2024). This underscores Mitra Bukalapak's role as the primary carrier accountable under civil law for fulfilling delivery agreements (Yulianto & Suryani, 2023).

3. Methods

3.1 Research Design and Approach

This study employs a qualitative research design with an empirical juridical approach. The research is descriptive-analytical, aiming to comprehensively describe the practices of delivery services by Mitra Bukalapak Agen Tiga Putra while analyzing their alignment with legal frameworks under Law Number 8 of 1999 concerning Consumer Protection. The design facilitates an in-depth examination of real-world interactions between business actors and consumers, focusing on liability mechanisms, complaint resolution, and compensation practices in delivery services.

3.2 Research Scope and Focus

The research scope encompasses delivery service practices and digital product transactions facilitated by Mitra Bukalapak Agen Tiga Putra in Cikeusik District, Pandeglang Regency, Banten Province. The study specifically investigates:

- 1) Implementation of consumer rights protection in delivery services
- 2) Legal responsibilities of business actors for goods delivery
- 3) Complaint handling and compensation mechanisms
- 4) Alignment of service practices with statutory requirements

3.3 Data Types and Sources

3.3.1 Primary Data

Primary data were collected through:

- 1) In-depth interviews with consumers utilizing Mitra Bukalapak Agen Tiga Putra services
- 2) Structured interviews with business partners regarding service mechanisms, legal responsibilities, and problem resolution for delayed, lost, or damaged goods
- 3) Participatory observation of delivery service activities and digital product transactions
- 4) Researcher's experiential insights as a service consumer, maintaining methodological objectivity

3.3.2 Secondary Data

Secondary data included:

- 1) Legislative documents: Law No. 8 of 1999 concerning Consumer Protection (particularly Articles 4a, 19(1), and 30); Civil Code (KUHPperdata) Articles 1457, 1460, 1467, 1320, 1338; Commercial Code (KUHD) Article 477
- 2) Academic literature on consumer protection and delivery service responsibilities in digital partnership systems
- 3) Scholarly journals addressing goods delivery and consumer protection law
- 4) Official Bukalapak documentation regarding partner service terms and policies
- 5) Consumer complaint records and transaction documentation

3.4 Data Collection Techniques

3.4.1 In-Depth Interviewing

Semi-structured interviews were conducted with consumers and Bukalapak partners to assess satisfaction levels, trust dynamics, service constraints, and understanding of legal responsibilities. Interview protocols focused on practical experiences with delivery services and resolution mechanisms for service failures.

3.4.2 Participatory Observation

Direct observation involved researcher participation in delivery processes from goods receipt through consumer delivery, enabling assessment of procedure compliance with safety and fairness standards. Limited observation of digital product transactions supplemented delivery service analysis.

3.4.3 Documentation Analysis

Systematic documentation collection included:

- 1) Transaction proofs and delivery receipts
- 2) Bukalapak partner terms and service policies
- 3) Consumer complaint records
- 4) Regulatory frameworks governing consumer protection and digital transactions
- 5) Verified information from Bukalapak's official platform

3.5 Data Analysis Techniques

3.5.1 Data Reduction

Interview and observation data were systematically filtered to identify information relevant to legal protection in delivery services. Analysis focused on partner liability for damaged, delayed, or lost goods, with supplementary examination of digital product service contexts.

3.5.2 Conclusion Drawing and Verification

Conclusions were derived through analytical triangulation connecting empirical findings with legal frameworks. Verification involved cross-referencing analysis results with Law Number 8 of 1999 (Articles 4, 19(1), 30) and Commercial Code Article 477, ensuring analytical validity and legal accuracy.

3.6 Research Location and Context

The study was conducted in Cikeusik District, Pandeglang Regency, representing non-urban delivery service contexts where consumer education and service supervision present particular challenges. This location provides insight into implementation gaps between statutory consumer protection requirements and practical service delivery, especially regarding safe, timely, and accountable goods transfer as mandated by Article 477 KUHD and consumer protection legislation.

4. Results and Discussion

4.1 Implementation of Consumer Protection Law at Mitra Bukalapak Agen Tiga Putra

4.1.1 Fulfillment of Consumer Rights in Delivery Practices

Article 4 of Law Number 8 of 1999 explicitly mandates consumer rights to comfort, security, safety, choice, accurate information, and compensation. However, field observations reveal significant gaps in implementing these rights within Mitra Bukalapak

Agen Tiga Putra's delivery services. Consumers frequently encounter unfulfilled rights regarding information transparency and compensation, particularly in cases of lost return packages where expedition parties fail to provide adequate compensation. Consequently, service providers must independently assume compensation responsibilities, indicating systemic weaknesses in rights enforcement mechanisms.

4.1.2 Implementation of Business Actors' Obligations

Despite Article 7 requirements for good faith, honest information provision, non-discriminatory service, quality assurance, and compensation mechanisms, delivery agent partners often neglect comprehensive explanations of return systems, loss responsibilities, or complaint procedures. This omission violates statutory obligations for transparent information dissemination. Field evidence demonstrates that only consumers with adequate rights awareness successfully secure compensation, while less-informed individuals face substantial barriers in claim resolution.

4.1.3 Discrepancies Between Field Practices and Legal Provisions

Several institutional and procedural gaps undermine effective consumer protection implementation:

- 1) Absence of Consumer Dispute Resolution Agency (BPSK) in Pandeglang Regency limits access to accessible, efficient dispute resolution mandated by Articles 45 and 52
- 2) Predominance of informal, familial dispute resolution mechanisms lacking legal certainty and justice guarantees
- 3) Minimal involvement of non-governmental organizations despite Article 51 authorization for consumer legal defense
- 4) Low community legal awareness exacerbated by inadequate government socialization and cultural reluctance toward complaint submission

4.1.4 Evidence and Legal Access Challenges

Consumer dispute resolution faces evidentiary hurdles contrary to Article 22's prohibition against unrealistic promises. The lack of official documentation—such as formal minutes or transparent reporting systems—deprives consumers of robust evidence for rights claims. This deficiency highlights the necessity for enhanced technical regulations and protective mechanisms within evolving digital logistics frameworks.

4.1.5 Good Faith Principle Implementation

Article 2's good faith principle, mandating honest and responsible consumer-business relationships, is compromised by information opacity and responsibility shifting between agents and expeditions. Compensation typically materializes only through persistent consumer demands, while less assertive individuals struggle to secure rights fulfillment, revealing systemic implementation failures.

4.2 Dispute Resolution Mechanisms Between Consumers and Agents

4.2.1 Direct Negotiation Processes

Initial dispute resolution involves direct consumer-partner negotiations addressing service failures including delays, damages, or loss. This approach prioritizes speed, simplicity, and cost-effectiveness while reflecting participatory problem-solving through open communication and expectation exchange. Negotiation success hinges on

information transparency and mutual solution commitment, with social relationships in Cikeusik District supporting amicable settlements that simultaneously maintain customer loyalty.

4.2.2 Community Mediation Practices

Unresolved disputes progress to family mediation involving neutral third parties—community leaders or village officials. This informal yet effective mechanism leverages strong social ties and family values within Cikeusik's community context. Respected mediators foster cooperative atmospheres, often achieving mutually beneficial agreements through partial compensation or goods reshipment. Successful mediation typically results in written agreements, with partners frequently assuming consumer losses despite expedition responsibility—demonstrating moral accountability and trust preservation strategies.

Table 1. Observed Consumer Rights Fulfillment Gaps

Consumer Right (Article 4)	Field Implementation Status	Key Challenges
Right to comfort and security	Partially fulfilled	Inconsistent service standards
Right to accurate information	Minimally fulfilled	Limited transparency in return/loss procedures
Right to compensation	Conditionally fulfilled	Requires persistent consumer advocacy
Right to choice	Adequately fulfilled	Available but with limited alternatives

Source: Field observations and interview data, 2024

The findings reveal systemic implementation gaps between statutory consumer protection mandates and practical service delivery. While Law Number 8 of 1999 establishes comprehensive protection frameworks, operational challenges—including institutional deficiencies, evidentiary barriers, and informal resolution dependencies—undermine effective rights enforcement. These observations align with prior research indicating structural limitations in consumer protection mechanisms within Indonesia's emerging digital economy (Nugroho & Darmawan, 2023; Siregar & Anggraeni, 2023).

The predominance of informal resolution mechanisms, while culturally appropriate for Cikeusik's social context, raises concerns regarding legal certainty and justice consistency. This pattern reflects broader trends in Indonesian consumer protection where institutional gaps compel reliance on community-based solutions (Haryanto & Fitriani, 2024). However, such approaches risk perpetuating power imbalances favoring business actors with greater resources and information access.

Future regulatory interventions should address identified gaps through enhanced institutional presence, standardized documentation requirements, and community legal empowerment initiatives. Strengthening BPSK establishment in underserved regions and developing digital evidence systems could substantially improve consumer protection outcomes within Indonesia's expanding e-commerce ecosystem.

5. Conclusion

This study examines the implementation of consumer protection principles within Mitra Bukalapak Agen Tiga Putra's delivery services in Cikeusik District, Pandeglang Regency. The findings reveal significant gaps between the statutory mandates of Law Number 8 of 1999 and actual field practices, highlighting systemic challenges in consumer rights enforcement within Indonesia's evolving e-commerce ecosystem.

The research demonstrates that while legal frameworks establish comprehensive consumer protections, practical implementation faces substantial barriers. Key issues include inadequate fulfillment of consumer rights to accurate information and compensation, limited transparency in service procedures, and institutional deficiencies such as the absence of formal dispute resolution mechanisms in the region. The predominance of informal negotiation and community mediation, while culturally embedded, often fails to ensure consistent legal certainty or justice for consumers.

Furthermore, the study identifies evidentiary challenges and low legal awareness as critical obstacles to effective consumer protection. Business actors frequently shift responsibilities between agents and expeditions, while consumers struggle to secure compensation without persistent advocacy. These findings underscore the urgent need for enhanced regulatory frameworks that address the unique challenges of digital delivery services, including standardized documentation requirements, expanded institutional support through Consumer Dispute Resolution Agencies (BPSK), and community legal education initiatives.

This research contributes to understanding how consumer protection laws operate in practice within Indonesia's digital economy, particularly in underserved regions. The insights offer practical implications for policymakers, e-commerce platforms, and consumer advocacy groups seeking to strengthen protection mechanisms while supporting sustainable e-commerce growth. Future interventions should prioritize institutional development, digital evidence systems, and community empowerment to bridge the identified implementation gaps and ensure more equitable consumer-business relationships in Indonesia's expanding digital marketplace.

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