

Transactions Using the Cod (Cash on Delivery) Payment Method: Consumer Protection Legal Perspective

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Abstract

The widespread use of e-commerce services by the public shows that buying and selling activities that were previously carried out conventionally have become activities that can be accessed only via smartphones, laptops/computers with an internet network. However, it is not uncommon for consumers to object because goods purchased using the cash on delivery or COD payment method do not match the order when they arrive at the delivery destination. This illustrates that one side of the consumer is the party that is seriously disadvantaged. Meanwhile, business actors still make a profit from selling the goods they make. Based on the problems above, the problem formulation is how to legally protect consumers for losses that can be suffered in transactions via COD and what measures can be taken by consumers for losses suffered in transactions via COD. This research method uses normative legal research. The approach used is the statutory and regulatory analysis approach which is used to answer the problems that have been previously formulated. The analysis technique is carried out qualitatively by describing the issues and then organizing them systematically and connecting them with the legal materials that have been found. Cash on Delivery (COD) means pay on delivery is a payment method that is in great demand in e-commerce. As the name suggests, this payment method allows buyers to make payments in cash when the order arrives at the destination address. Trading by e-commerce actually has a legal basis for ordinary trade. Or in other words, e-commerce is conventional trade that is special because the role of media and electronic devices is very dominant. Transactions using the COD payment method were initially present to facilitate online buying and selling transactions. However, this mechanism also has the potential to cause significant losses for consumers. Enforcement of consumer rights is a necessity in order to ensure legal certainty to provide protection to consumers, including in transactions that use the COD payment method as regulated in Article 4 of the Consumer Protection Law. There are various reasons for goods being returned by consumers who have used COD payments such as products, damaged, non-functioning products, insufficient products, incomplete orders, inappropriate products, and counterfeit products. For disputes that arise due to the COD system, there is a method that has been determined by each marketplace to submit an objection or request a return of goods to the business actor by attaching proof that the goods received do not meet consumer expectations. Meanwhile, consumers who feel their rights have been violated can complain and process their case legally at the Consumer Dispute Settlement Agency (BPSK) or through court.

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1. INTRODUCTION

The development of information technology has covered every aspect of human life, including the way humans carry out trade transactions. The increasingly increasing development of the economy, trade and industry has provided extraordinary pampering to consumers because of the wide variety of goods and services that are commonly consumed. The development of globalization and wholesale trade is supported by information and telecommunications technology which provides very free space for movement in every trade transaction, so that goods or services being marketed can easily be consumed or used.

One form of trading mechanism that utilizes information technology is e-commerce through an online platform which is usually called a marketplace. Marketplace companies such as Shopee, Tokopedia, Lazada and Bukalapak are media for business transactions in

digital form that provide commercial transaction facilities such as the sale of goods and/or services between buyers and sellers.

The widespread use of e-commerce services by the public shows that buying and selling activities that were previously carried out conventionally have become activities that can be accessed only via gadgets such as smartphones, laptops/computers with an internet network, and iPads/tablets.

Entrepreneurs see the market as a place or environment that they must exploit to absorb all supplies of their products, both those they make and Which they trade. So the market is not only a place where supply and demand meet, but the goods or services offered must be purchased or obtained by consumers. Meanwhile, market consumers see:

1. Information: Information on goods or services is very crucial for consumers in making their choice on a product or service they need. But the information that is available or more available, is usually only the available information that encourages him to buy and not information that provides socio-economic reasons why he should buy it.
2. Price competition, competition among businesses for consumers will enable them to get profitable services and or price levels from certain competing products. Fairer or better service and lower prices will of course benefit consumers. Meanwhile, for entrepreneurs, price competition is even considered to damage the market for their products.
3. Consumer needs, this is universal. Everyone agrees that clothing, food, shelter, education and transportation are general and basic needs for everyone and all consumers.

Consumers and entrepreneurs are like a coin with two different sides. Consumers need products (goods/services) resulting from entrepreneurs' activities, but the entrepreneurs' activities will be wasted if there are no consumers who absorb/buy the results of their business. Therefore, a balance of all aspects, regarding the interests of both parties, is ideal and must be taken into account.

Therefore, protection of consumers is seen both materially and formally as increasingly important, considering the increasing pace of science and technology which is the driving force for the productivity and efficiency of producers for the goods or services produced in order to achieve business targets. In order to pursue and achieve these two things, ultimately, whether directly or indirectly, it is consumers who ultimately feel the impact.

Apart from that, the problems faced by consumers are not just how to choose goods, but are much more complex than that, involving the awareness of all parties, both entrepreneurs and consumers themselves, about the importance of consumer protection. Business actors realize that they must respect consumer rights, in producing quality goods and services, safe for use or consumption, following applicable standards, at appropriate prices.

Various transactions for goods or services can give rise to other events in the form of problems between the parties. For example, the party who is obliged to deliver goods or provide services does not do so or does not do so in accordance with the time, or the goods or services are defective, do not comply with the quality, quantity and other qualifications as agreed, should be or should be expected. of the type of goods or services.

The opposite situation can also cause problems, for example those who are obliged to pay compensation or the price of goods or services, do not do so or do so not according to the time and other agreed payment terms. So it can be seen that problems between entrepreneurs and consumers or users of goods or services can occur, either because of the behavior of the provider, the condition of the goods or services they provide, or the behavior of consumers regarding the goods or services.

However, in practice the legal relationship that occurs even further weakens the consumer's position because the producer/distributor has unilaterally prepared a condition

in the agreement. These specific legal relationships vary greatly, being greatly influenced by various circumstances including:

1. Condition, price of a certain type of commodity.
2. Offer and terms of agreement.
3. Existing facilities, before and after sales, etc.
4. The needs of the parties at a certain time period.

Of course, several cases are still fresh in our minds because the goods that reached consumers did not match the orders using the cash on delivery mechanism (hereinafter referred to as COD). One of them is an incident where consumers went berserk because the goods purchased using the COD system did not match the order. After the consumer opened the package which had no contents, the perpetrator became angry with the courier. In that incident, a courier was threatened with a samurai by a man who was annoyed that his order was not correct.

Likewise, the same incident occurred because consumers were upset because the package they ordered for CCTV bulbs contained bottles of mineral water. The consumers then went berserk and threatened to handcuff the courier. The consumer was angry and asked for his money to be returned after finding out that the package he ordered cost Rp. 44,000 with a COD system containing bottles of mineral water. The man also threatened to handcuff the courier who did not want to return the money because he was afraid of being penalized because the customer had already opened the package.

The news above is quite shocking to the public. The two case examples above can illustrate that on the one hand, consumers are the ones who are seriously disadvantaged. In this way, consumers as parties in business activities feel at a loss. Business actors in order to reap maximum profits, business actors use promotional tips and sales procedures that can be detrimental to consumers.

Formulation of the problem

Based on the background above, the problem formulation is as follows:

1. What is the legal protection for consumers for losses that can be suffered in transactions via COD?
2. What measures can consumers take for losses suffered in transactions via COD?

2. RESEARCH METHOD

In this research the author will use research in normative legal studies, namely legal research which places law as a system of norms. The approach used is the statutory regulatory approach, namely an approach using legislation and regulations.

The collection of legal materials in this writing is divided into two, namely primary legal materials, namely statutory regulations, in this case namely the Civil Code, Law Number 8 of 1999 concerning Consumer Protection and Law of the Republic of Indonesia Number 11 of 2008 concerning Electronic Information and Transactions Meanwhile, secondary legal materials are all legal publications that are not official documents. Publications about law include law books, theses, theses, dissertations or articles related to the problem to be studied.

Analysis is used to answer problems that have been formulated previously. The analysis technique is carried out qualitatively by describing the issues and then organizing them systematically and connecting them with the legal materials that have been found.

3. DISCUSSION

a. E-Commerce, Marketplace and Cash on Delivery (COD)

E-commerce (Electronic Commerce) according to the Cooperation for Economic and Development (OECD) is the sale or purchase of goods/services, which is carried out

via a computer network with methods specifically designed for the purpose of receiving or placing orders, but the main payment and delivery of goods/services does not have to be done online. E-commerce transactions can occur between businesses, individual households, governments, and other public private organizations.

According to Laudon, quoted by Pradiatiningtyas, e-commerce is a process of buying and selling products electronically by consumers and from company to company with computers as an intermediary tool for business transactions. This is done using electronic media without the presence of the parties carrying out the transaction. This medium is found in a public network with an open system, namely the internet or world wide web. This transaction occurs regardless of regional boundaries and national requirements. There are six components in electronic commerce transactions, namely:

1. Trade contract
2. Contracts are executed by electronic media
3. No physical presence of the parties is required
4. Contracts occur within a public network
5. An open system, namely the internet
6. Contracts are independent of national jurisdictional boundaries.

Meanwhile, Marketplace, one part of e-commerce, is a location or place for buying and selling product, where sellers and consumers meet on a digital platform. Examples of marketplaces are Shopee, Tokopedia, Bukalapak, Lazada, and others. Marketplace is an intermediary between sellers and buyers in cyberspace. Marketplace sites act as third parties in online transactions by providing a place to sell and payment facilities. A marketplace can be said to be an online shop. According to Onno Purbo & Wahyudi, the characteristics of a marketplace can be explained as follows:

1. Open to the public, where information is shared generally.
2. The services provided are general in nature so that the mechanism can be used by many people, for example because the web system is common among the public, the system used is also the web system.
3. The services provided are based on consumer demand and initiative, while producers must be ready to respond to consumer initiative.
4. A client-server approach is often used where the consumer on the client side uses a minimal system (web-based) and the provider of goods or services is on the server side.

Meanwhile, Cash on Delivery (hereinafter referred to as COD) or which means pay on delivery is a payment method that is in great demand in e-commerce. As the name suggests, this payment method allows buyers to make payments in cash when order has arrived at the destination address. This type of payment makes it easier for consumers who don't have an account or digital wallet or who are still unfamiliar with online payment methods. COD is also usually used by buyers who want to feel safer when making transactions.

COD is a service provided by several marketplaces or online stores with on-site payment methods. When consumers shop online, there are several payment method options available, from e-wallet (digital wallet), bank transfer, COD, etc. By payment method COD is when consumers purchase goods, so they just have to prepare a certain amount of money when the delivery courier arrives to deliver the goods to their home. That's when the consumer pays the predetermined fee. This convenience is also based on provisions COD (Pay on delivery), that:

1. Buyers cannot open the package before paying
2. If it does not match the photo or package description, the buyer can return the goods/funds via the application/market place

3. There is no repackaging for packages returned to the seller (because the buyer cannot open the package).

There are many reasons why many people prefer this COD payment method. Starting from the level of public trust in the product to ensuring comfort during transactions. Sometimes when shopping online, the goods that arrive don't match what you wanted. Even though the process is very simple, there are also many unpleasant things involved between the buyer and the courier due to the buyer's lack of knowledge.

b. Legal Protection for Consumers for Losses That May Suffer in Transactions Via COD

Business actors and consumers have their own interests in online transactions in the marketplace. Business actors have the goal of making a profit, meanwhile consumer as a user of goods, the aim is to fulfill his own needs (non-commercial) so that balance, harmony and harmony must be maintained in the relationship between the two. The advantages and disadvantages of e-commerce are:

1. Excess
 - a. The contract went through quickly
 - b. Doesn't cost much
 - c. Contract decisions can be accepted immediately
 - d. The agreement format already exists and is in written form
 - e. Payment can be made via account, SMS banking and ATM
 - f. Goods or agreement results are received more quickly
2. The downside is
 - a. Cannot be legally responsible
 - b. More opportunities for fraud to occur
 - c. The contract results were not as expected
 - d. The goods promised do not match what was desired
 - e. Difficult to trace for the first party if they violate the contract
 - f. Less efficient in communicating.

Based on the above, online transactions have disadvantages, although the COD system is sufficient popular by public. There are several disadvantages to using this feature. for example packages that are inappropriate, fake, sent wrongly, damaged, or perhaps incomplete.

Trading by means of e-commerce actually has a legal basis for ordinary trade, (trade conventional or ordinary buying and selling or civil buying and selling). Or in other words, e-commerce is conventional trade that is special because the role of media and electronic devices is very dominant. Based on Article 1 number 17 of Law No. 11 of 2008 concerning electronic information and transactions (hereinafter abbreviated to the ITE Law), the definition of an electronic contract is an agreement between the parties made through an electronic system. In principle, electronic contracts are the same as contracts in general. The difference is that electronic contracts are made through an electronic system, whereas contracts in general are not made through an electronic system.

Thus, buying and selling that occurs in the marketplace constitutes an agreement, so that the terms of engagement in Book III of the Civil Code apply to it. Buying and selling is also a consensual agreement, that is, it has been formed since there was an agreement regarding the goods and their prices. The rights and obligations of the parties have existed since the agreement was reached even though the price has not been paid and the goods have not been delivered. "Apart from that, business transactions in the form of electronic transactions are outlined in electronic contracts as Article 18 paragraph 1 of

the ITE Law regulates that electronic transactions outlined in electronic contracts are binding on the parties who make them."

The Civil Code also regulates the rights and obligations of the seller as well as the rights and obligations of the buyer, one example is the seller's obligations according to article 1474 of the Civil Code, namely:

1. Obligation to deliver goods to the buyer
2. Obligation to cover legal defects and hidden defects.

Very important provisions in the contractual relationship between consumers and business actors according to the Civil Code include Article 1320 and Article 1338 paragraph 1 of the Civil Code. The importance of article 1320 of the Civil Code is because this article regulates the conditions for the validity of an agreement, namely

1. There is an agreement
2. There is skill
3. There are certain objects
4. There are legitimate causes.

Meanwhile, Article 1338 paragraph 1 of the Civil Code, which is the pillar of civil law, is related to the elaboration of the principle of freedom of contract, namely:

1. Free to make any type of agreement
2. Free to arrange the contents
3. Free to adjust the shape

The principle of freedom of contract means that every person is free to enter into an agreement containing the terms of any kind of agreement, as long as the agreement is made in a way legal and in good faith, and does not violate public order and morality. This freedom is the embodiment of free will, the emanation of rights and human rights.

Transactions using the COD payment method were initially present to facilitate online buying and selling transactions, especially for reluctant buyers or those who are still unfamiliar with online payments such as bank transfers or the use of money or digital wallets. Buyers can easily get the goods they want by simply paying cash when the goods are received from the courier. However, based on the cases above, it shows that this mechanism also has the potential to cause significant losses for consumers. Apart from that, consumers feel that the COD complaint mechanism is inefficient, so if there is a transaction that does not match the order, consumers prefer to ask for the money directly.

This condition can result in the position of business actors and consumers becoming unbalanced and consumers being in a weak position. Consumers become the object of business activities to reap maximum profits by business actors through promotional tips, sales methods, and the implementation of standard agreements that are detrimental to consumers. On the other hand, the main factor that is a weakness for consumers is that the level of consumer awareness of their rights is still low. This is mainly due to low consumer education.

Law Number 8 of 1999 concerning Consumer Protection (hereinafter abbreviated as UUPK) as an umbrella law is a step forward in creating healthy business activities in Indonesia in general, and in an effort to provide protection to consumers in particular. The aim of the UUPK is, among other things, to empower consumers, so as to create a balance of position with business actors.

One of the functions of law is to regulate social life so that it runs peacefully and fairly in achieving the desired goals. In this case UUPK has 2 main targets, namely:

1. Empowering consumers in their relationships with business actors (public or private) for goods and/or services;
2. Develop the attitude of honest and responsible business actors

Therefore, situations that can harm the interests of consumers will basically influence and create conditions that vary greatly and even show that consumers do not have a safe position. And therefore, in the context of consumer protection, enforcement of consumer rights is a necessity in order to ensure legal certainty to provide protection to consumers, including in transactions that use the COD system.

The formulation of UUPK articles regulates the rights of consumers and business actors, although in reality, sometimes consumers are often at a disadvantage and have low bargaining power. Article 4 UUPK regulates consumer rights, namely:

- a. The right to comfort, security and safety in consuming goods and/or services;
- b. The right to choose goods and/or services and obtain said goods and/or services in accordance with the exchange rate and conditions and guarantees promised;
- c. The right to correct, clear and honest information regarding the condition and guarantee of goods and/or services;
- d. The right to have opinions and complaints heard regarding the goods and/or services used;
- e. The right to obtain appropriate advocacy, protection and efforts to resolve consumer protection disputes;
- f. The right to receive consumer guidance and education;
- g. The right to be treated or served correctly and honestly and not in a discriminatory manner;
- h. The right to receive compensation, compensation and/or replacement, if the goods and/or services received are not in accordance with the agreement or are not as they should be;
- i. Rights regulated in other statutory provisions.

From the nine points of consumer rights above, it can be seen that issues of consumer comfort, security and safety are the most basic and important matters in consumer protection. Goods and/or services whose use does not provide comfort, especially those which are unsafe or endanger consumer safety are clearly not suitable for distribution in society. Furthermore, to guarantee that the use of goods and/or services will be comfortable, safe or not endanger the consumers who use them, consumers are given the right to choose the goods and/or services they desire based on the disclosure of correct, clear and honest information. If there are detrimental deviations, consumers have the right to be heard, receive advocacy, guidance, fair treatment, compensation and even compensation.

Consumer awareness of their rights is still relatively low, this is influenced by several factors, such as education levels that do not meet mandatory standards, therefore they cannot be considered intelligent consumers. So consumers also need to have and increase awareness, knowledge, concern, and ability to protect themselves.

Apart from regulating their rights, Article 5 regulates consumer obligations, namely:

- a. Read or follow information instructions and procedures for the use or utilization of goods and/or services, for the sake of safety and security;
- b. Have good faith in carrying out transactions to purchase goods and/or services;
- c. Pay according to the agreed exchange rate;
- d. Follow appropriate legal resolution efforts for consumer protection disputes.

UUPK does not only regulate consumer rights and obligations. Law enforcement exists to protect consumers and is not intended to kill business actors, but this reciprocal consumer protection can encourage a strong corporate climate in facing competition through the provision of quality goods and/or services.

Furthermore, to create business comfort for business actors and as a balance to the rights given to consumers, business actors are given the rights as regulated in Article 6 UUPK, namely:

- a. The right to receive payment in accordance with the agreement regarding the conditions and exchange value of goods and/or services traded;
- b. The right to obtain legal protection from consumer actions with bad intentions;
- c. The right to self-defense is appropriate in the legal resolution of consumer disputes;
- d. The right to rehabilitate a good name if it is legally proven that the consumer's loss was not caused by the goods and/or services being traded;
- e. Rights regulated in other statutory provisions.

The right of business actors to receive payment in accordance with the condition and exchange value of the goods and/or services being traded, shows that business actors cannot demand more if the condition of the goods and/or services provided to consumers is not or is inadequate according to generally applicable prices. for the same goods and/or services. In common practice, if goods and/or services are of lower quality than similar goods, the parties agree on a lower price. Thus, what is important in this case is a reasonable price.

Concerning the rights of business actors mentioned in letters b, c, and d, these are actually rights that are more related to government officials and/or Consumer Dispute Settlement Bodies/Courts in their duties to resolve disputes. Through these rights, it is hoped that consumer protection will not ignore the interests of business actors. The obligations of consumers and the rights of business actors mentioned in letters b, c and d are the obligations of consumers to follow dispute resolution efforts as described previously.

Meanwhile, the obligations of business actors are also regulated in article 7 UUPK that:

- a. Have good faith in carrying out business activities;
- b. Providing correct, clear and honest information regarding the condition and guarantee of goods and/or services as well as providing explanations of use, repair and maintenance;
- c. Treating or serving consumers correctly and honestly and not discriminatory;
- d. Guarantee the quality of goods and/or services produced and/or traded based on the provisions of applicable quality standards for goods and/or services;
- e. Providing opportunities for consumers to test, and/or try certain goods and/or services as well as providing guarantees and/or warranties for goods made and/or traded;
- f. Providing compensation, compensation and/or reimbursement for losses resulting from the use, use and utilization of traded goods and/or services;
- g. Providing compensation, compensation and/or replacement if the goods and/or services received or utilized are not in accordance with the agreement.

In the UUPK, business actors are required to have good faith in carrying out their business activities, while consumers are required to have good faith when carrying out transactions to purchase goods and/or services. The obligation of business actors to have good faith in carrying out business activities is one of the principles known in contract law. This provision regarding good faith is regulated in Article 1338 paragraph (3) of the Civil Code which states that agreements must be implemented in good faith.

It appears that good faith is more emphasized in business actors, because it covers all stages in carrying out their business activities, so it can be interpreted that the obligation of business actors to act in good faith starts from the time the goods are designed/produced until the after-sales stage, on the other hand, consumers are only required to have good faith when carrying out purchase transactions. goods/or services.

This is of course because the possibility of this happening to consumers starts when the goods are designed/produced by the business actor, whereas for consumers, the possibility of harm starts when they make transactions with the business actor.

Therefore, in every transaction carried out based on Article 8 paragraph (1), business actors are prohibited from producing and/or trading goods and/or services that:

- a. Does not meet or is not in accordance with the required standards and provisions of laws and regulations;
- b. Does not correspond to the net weight, net or net contents, and the calculated quantity as stated on the label or label of the item;
- c. Not in accordance with the measurements, measurements, scales and quantities in calculations according to actual measurements;
- d. Not in accordance with the conditions, guarantees, privileges or efficacy as stated in the label, label or description of the goods and/or services;
- e. Not in accordance with the quality, grade, composition, processing process, style, mode or specific use as stated in the label or description of the goods and/or services;
- f. Does not comply with the promise stated in the label, label, description, advertisement or sales promotion of the goods and/or services;
- g. Does not include an expiry date or the best use/utilization period for certain goods;
- h. Not following the provisions for halal production, as stated in the label "halal";
- i. Do not put labels or make descriptions of goods that contain the name of the goods, size, net or net weight/content, composition, rules of use, date of manufacture, side effects, name and address of business actor and other information for use which according to the provisions must be installed/made ;
- j. Does not include information and/or instructions for using the goods in Indonesian in accordance with applicable statutory provisions.

Meanwhile, in paragraph (2), business actors are expressly prohibited from trading damaged, defective or used and contaminated goods without providing complete and correct information about the goods in question. Then, business actors are prohibited from trading damaged, defective or used and contaminated pharmaceutical and food preparations, with or without providing complete and correct information. Business actors who violate paragraphs (1) and (2) above are prohibited from trading in these goods and/or services and must withdraw them from circulation.

In general, the prohibitions imposed in Article 8 UUPK can be divided into two main prohibitions, namely:

1. Prohibitions regarding the product itself, which does not meet the requirements or standards suitable for use or utilization by consumers;
2. Prohibition regarding the availability of untrue and inaccurate information that misleads consumers

Furthermore, the prohibitions for business actors are regulated in Article 16 where business actors in offering goods and/or services through orders are prohibited from:

- a. Failure to fulfill orders and/or agreed completion times as promised;
- b. Not keeping promises regarding services and/or achievements.

Of the many prohibitions for business actors, there are conditions where business actors can be freed from responsibility for consumer losses. As stated in Article 27, business actors who produce goods are exempt from responsibility for losses suffered by consumers, if it is proven that the goods should not have been distributed or were not intended to be distributed, defects in the goods arise at a later date, defects arise as a result of compliance with provisions regarding the qualification of goods, negligence caused by consumers; , and the expiry of the prosecution period of 4 (four) years since the goods were purchased or the agreed period of time has elapsed.

c. Efforts that can be taken by consumers for losses suffered in transactions via COD

Circumstances or events regarding consumer reactions to entrepreneurs can give rise to disputes. However, disputes between them are sometimes unavoidable. This is caused by misunderstandings, violations of the law, broken promises, conflicting interests, losses to one of the parties. Especially for consumers who carry out transactions to meet their needs in small amounts or not, there are also problems in seeking justice to enforce their rights before the court.

Disputes can involve giving something, doing something, or not doing something or can also be various combinations of these achievements. The object of consumer disputes in this case is limited to consumer products, namely goods or services which are generally used for household purposes and not for commercial purposes. There are various reasons why goods are returned by consumers who have used COD payments, such as:

1. Product is damaged
2. Product doesn't work
3. Missing product (Missing item)
4. Incomplete order (missing accessories)
5. The product does not match (different from the description, too small/too big)
6. Counterfeit products.

In general, this is resolved in at least two groups of ways:

1. Through settlement with return of goods or compensation
2. Through authorized institutions or agencies.

For disputes that arise due to the COD system, there is a method that has been determined by each marketplace to submit an objection or request a return of goods to the business actor. However, there are provisions for requesting a return of goods. The most important thing is to comply with the provisions that have been implemented by each marketplace. If you really want to return goods, the process is quite easy because it is done through the marketplace application by following several steps or instructions for returning goods. In general, consumers who want to return goods must access the returns feature to be able to return COD goods to the business actor. Of course consumers must know the terms, warranty period, and shipping costs for returning goods.

Consumers have the right to return goods or returns so that they do not suffer losses if they feel that the product they received is not suitable. As specifically regulated in article 4 letter h UUPK, consumers have the right to receive compensation, compensation and/or replacement, if the goods and/or services received do not comply with the agreement or are not as they should be.

Apart from that, if a business actor in carrying out his business violates prohibitions and/or causes damage, pollution and/or loss to consumers as a result of the goods and/or services being bought and sold, then based on Article 19 UUPK:

1. Business actors are responsible for providing compensation for damage, pollution and/or loss to consumers resulting from consuming goods and/or services produced or traded.
2. Compensation as intended in paragraph (1) can be in the form of a refund or replacement of goods and/or services of the same or equivalent value, or health care and/or provision of compensation in accordance with the provisions of the applicable laws and regulations.
3. Compensation is provided within a period of 7 (seven) days after the transaction date.

4. Providing compensation as intended in paragraphs (1) and (2) does not eliminate the possibility of criminal prosecution based on further evidence regarding the existence of an element of error.
5. The provisions as intended in paragraph (1) and paragraph (2) do not apply if the business actor can prove that the error is the consumer's fault.

As explained above, consumers who want to choose to return COD goods must first have proof that the goods that arrived to them do not match the order. Proof that must be attached when requesting a return of goods, namely:

1. Proof required before package is opened
 - a. Photo of the package label on the front packaging
 - b. Photo/video of package packaging (all sides)
 - c. Unboxing video
2. Proof required regarding product information
 - a. Photos/videos of damaged products
 - b. Product photos/videos with measuring tools
 - c. Comparative photos of the product received with the original product image

Meanwhile, consumers who feel their rights have been violated can complain and proceed the thing legally at the Consumer Dispute Resolution Agency (BPSK) or through court. This is as regulated in Article 45 of the PK Law that:

1. Every consumer who suffers losses can sue business actors through institutions tasked with resolving disputes between consumers and business actors or through courts within the general judiciary.
2. Consumer dispute resolution can be pursued through court or outside court based on the voluntary choice of the parties to the dispute.
3. Settlement of disputes outside of court as intended in paragraph (2) does not eliminate criminal responsibility as regulated in the Law.
4. If an effort to resolve a consumer dispute outside of court has been chosen, a lawsuit through court can only be pursued if the effort is declared unsuccessful by one of the parties or the parties to the dispute.

The resolution of consumer disputes as intended in paragraph 2 does not rule out the possibility of peaceful resolution by the parties to the dispute. At each stage efforts are made to use peaceful resolution by both parties to the dispute. Meanwhile, what is meant by peaceful settlement is a settlement carried out by both parties to the dispute (business actor and consumer) without going to court or a consumer dispute resolution body and does not conflict with this law.

Dispute resolution outside the courts can be reached through BPSK or the Consumer Dispute Resolution Agency which is tasked with handling and resolving disputes between business actors and consumers. In Article 52 UUPK the duties and authority of the Consumer Dispute Resolution Agency include:

- a. Carry out handling and resolution of consumer disputes, by means of mediation or arbitration or conciliation;
- b. Providing consumer protection consultation;
- c. Supervise the inclusion of standard clauses;
- d. Report to the general investigator if there is a violation of the provisions of this law;
- e. Receive complaints, both written and unwritten, from consumers regarding violations of consumer protection;
- f. Conduct research and examination of consumer protection disputes;
- g. Summoning business actors suspected of having committed violations of consumer protection;

- h. Summon and present witnesses, expert witnesses and/or anyone deemed to have knowledge of violations of this law;
- i. Request assistance from investigators to present business actors, witnesses, expert witnesses, or any person as referred to in letters g and h, who is unwilling to comply with the summons of the consumer dispute resolution body;
- j. Obtain, examine and/or assess letters, documents or other evidence for investigation and/or examination;
- k. Decide and determine whether or not there is any loss on the part of the consumer;
- l. Notify decisions to business actors who violate consumer protection;
- m. Imposing administrative sanctions on business actors who violate the provisions of this law.

Previously consumers could explicitly file a lawsuit with BPSK as regulated in Article 23 UUPK that business actors who refused and/or did not respond and/or did not fulfill compensation for consumer demands as intended in Article 19 paragraph (1), paragraph (2), paragraph (3), and paragraph (4), can be sued through a consumer dispute resolution body or submitted to a judicial body in the consumer's domicile.

UUPK stipulates that in article 47, out-of-court consumer dispute resolution is carried out to reach an agreement regarding the form and amount of compensation and/or regarding certain actions to ensure that losses suffered by consumers will not occur again or will not happen again. Meanwhile, dispute resolution through the courts refers to the provisions regarding general justice which apply by taking into account the provisions in Article 45 of the PK Law.

Regarding sanctions, there are administrative sanctions and criminal sanctions that can be imposed on business actors. Administrative sanctions on business actors are contained in Article 60 of the PK Law which stipulates that:

1. The consumer dispute resolution body has the authority to impose administrative sanctions on business actors who violate Article 19 paragraph (2) and paragraph (3), Article 20, Article 25 and Article 26.
2. Administrative sanctions in the form of determining compensation of a maximum of IDR 200,000,000.00 (two hundred million rupiah).
3. The procedures for determining administrative sanctions as intended in paragraph (1) are further regulated in statutory regulations

Meanwhile, criminal sanctions can be imposed on business actors and/or their management with prior prosecution by the public prosecutor. Article 62 of the PK Law confirms that

1. Business actors who violate the provisions as intended in Article 8, Article 9, Article 10, Article 13 paragraph (2), Article 15, Article 17 paragraph (1) letters a, letter b, letter c, letter e, paragraph (2), and Article 18 is punishable by a maximum imprisonment of 5 (five) years or a maximum fine of IDR 2,000,000,000.00 (two billion rupiah).
2. Business actors who violate the provisions as intended in Article 11, Article 12, Article 13 paragraph (1), Article 14, Article 16, and Article 17 paragraph (1) letters d and letter f shall be punished with imprisonment for a maximum of 2 (two) years. or a maximum fine of IDR 500,000,000.00 (five hundred million rupiah).
3. For violations that result in serious injury, serious illness, permanent disability or death, applicable criminal provisions apply.

Regarding criminal sanctions as referred to in the article above, business actors may be subject to additional penalties, in the form of confiscation of certain goods, announcement of a judge's decision, payment of compensation, order to stop certain

activities that cause consumer losses, obligation to withdraw goods from circulation; or revocation of business permits.

3. CONCLUSION

Based on the description of the discussion above, the following conclusions can be formulated:

1. COD is one of the payment methods that many market users are interested in. COD is a payment method that is made directly on the spot after the order is received by the consumer with the condition that the consumer must make payment in cash before receiving and opening the package containing the goods ordered.
2. E-commerce transactions with the COD payment method are based on contract law with special provisions because they use electronic means as regulated in article 1 number 17 of the ITE Law, article 18 paragraph 1 of the ITE Law, article 1320 of the Civil Code, and article 1338 of the Civil Code. Apart from that, based on Article 1474 of the Civil Code, it is stated that in buying and selling transactions, the seller has the primary obligation to deliver the goods and bear responsibility for hidden defects in the goods he sells.
3. Regulation of consumer rights through the PK Law is an important part so that consumers when carrying out transactions using the COD payment method are not disadvantaged as regulated in article 4 of the PK Law. This arrangement is expected to provide a sense of security and fairness for the public or consumers as well as to obtain legal protection for losses suffered from transactions of goods and services.
4. Potential disputes between business actors and consumers sometimes cannot be avoided, especially when carrying out online buying and selling transactions using the COD payment method. Therefore, every consumer who is disadvantaged can submit a complaint to the business actor to request a return of goods or compensation. It is important for consumers who want to return goods to know the method or mechanism for returning goods that has been determined by the business actor, such as accessing the return feature or returning goods on the application when they have made payment. The right to return goods is stated in Article 4 letter h of the PK Law. Apart from that, consumers are harmed can sue business actors through institutions tasked with resolving disputes between consumers and business actors or through courts within the general judiciary. Especially in consumer cases, dispute resolution outside of court can be reached through the consumer dispute resolution agency (BPSK).

4. SUGGESTION

Starting from this situation, legal protection for consumer rights cannot be provided by just one legal aspect, but rather by a system of legal instruments that is capable of providing simultaneous and comprehensive protection so that healthy transactions occur and do not harm consumers.

The government needs to pay attention to the phenomena that occur in e-commerce activities, so that business actors seeking profits do not harm other parties. Business actors' awareness of consumer rights is also very necessary in order to create harmonization of goals between producers who want to make a profit without endangering consumers who want to have maximum satisfaction with the goods ordered.

On the other hand, consumers also need to be aware of their obligations as consumers, especially when carrying out buying and selling transactions using the COD payment method. Use of the COD feature is subject to the terms and conditions that apply to each marketplace. By using this feature, consumers are deemed to have read, understand, comprehend and agree to all contents in the COD terms and conditions.

Consumers are expected to know the rules of the game first before making transactions using the COD payment method. This will have implications for consumers' legal rights and obligations. Therefore, in order for the COD process to be safe and comfortable, consumers must ensure that they purchase goods from trusted and verified stores, ensure that the delivery destination address is correct, prepare cash to pay for the order and shipping costs (if any) when receiving the ordered goods, apart from that. Consumers must record the unboxing process of goods (in the form of photos and videos) after paying and receiving the order. This is very useful if the package or goods received are found to be inappropriate and even damaged. The unboxing recording is used to request a return or replacement of goods.

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