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ACCOUNTABILITY OF BUSINESS ACTORS (SHOPEE) FOR NON-CONFORMITY OF GOODS RECEIVED BY CONSUMERS IN TRANSACTIONS ON THE SHOPEE PLATFORM

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Abstract

This study examines the accountability of business actors for the non-conformity of goods received by consumers in electronic transactions conducted through the Shopee marketplace. The study employs normative legal research using a statutory and conceptual approach. The analysis is based on primary, secondary, and tertiary legal materials, particularly Law No. 8 of 1999 concerning Consumer Protection, Law No. 1 of 2024 concerning Electronic Information and Transactions, Government Regulation No. 80 of 2019 concerning Trading Through Electronic Systems, and relevant legal literature. The findings indicate that when goods received by consumers do not conform to the product description, specifications, quantity, quality, or agreement, the seller bears the primary responsibility because the seller is the party directly bound by the sale and purchase agreement. Such non-conformity may constitute breach of contract (wanprestasi) and a violation of consumer rights. Business actors are required to provide accurate, clear, and honest product information and to provide compensation, replacement, or refund when goods do not conform to the agreement. Shopee, as an Electronic System Trading Operator (PPMSE), is not automatically liable as the seller but has legal responsibilities within its role as a marketplace platform, including providing a secure electronic trading system, complaint mechanisms, and facilities for returns and refunds. Therefore, accountability in Shopee transactions must be determined proportionally according to the legal position, obligations, conduct, and causal contribution of each party. Effective consumer protection requires not only remedies for losses but also preventive measures through accurate product information, transparent platform policies, accessible complaint mechanisms, and fair dispute resolution.

Keywords: *consumer protection, business actor accountability, Shopee, e-commerce, non-conforming goods, electronic transactions.*

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INTRODUCTION

The development of information technology has transformed trading patterns from conventional transactions into electronic-based transactions. One form of this development is the emergence of marketplaces, including Shopee, which brings sellers and buyers together within a digital trading system. Through this platform, people can conduct transactions online without having to visit physical stores. In addition, marketplaces provide a wide range of product choices, ease of access, communication features between sellers and buyers, and integrated payment and delivery systems.

Despite these conveniences, transactions through marketplaces also create several problems that may potentially harm consumers. One of the most common problems is when consumers receive goods that do not correspond to the information or product presentation offered. Such discrepancies may concern quality, size, color, specifications, or other characteristics, resulting in goods that fail to meet consumer expectations and may even cause losses.

This phenomenon can be observed from the numerous consumer complaints concerning differences between the goods received and the photographs or product descriptions displayed on the Shopee application. This indicates that consumer protection in electronic transactions still faces various obstacles that require attention, particularly in ensuring the conformity of goods traded online.

The problem becomes increasingly complex when business actors are unwilling to assume responsibility for non-conforming goods. At the same time, the dispute-resolution mechanisms provided by the platform are not always easy for consumers to understand or access. This condition indicates an imbalance in bargaining power between business actors and consumers, whereby consumers tend to occupy the weaker position in the legal relationship arising from electronic transactions.

In marketplace trading practices, there are still situations in which consumers have fulfilled their obligations by paying for the goods, while the seller fails to fulfill the corresponding obligation to deliver the goods as agreed. Such conduct not only violates the principle of balance in the relationship between business actors and consumers but also has the potential to reduce public trust in electronic commerce. Consumers have the right to obtain accurate, clear, and honest information regarding the condition of goods and/or services, as well as the right to receive compensation or reimbursement when the goods received do not conform to the agreement.[1]

Conversely, business actors are obliged to provide accurate, clear, and honest information regarding goods or services, including explanations concerning their use, maintenance, and product warranties.[2] In addition, when the goods received by consumers do not conform to the agreement, business actors are obliged to provide compensation in accordance with applicable laws and regulations.

Although legal instruments governing consumer protection are available, their implementation in e-commerce transactions still faces various obstacles. Many consumers do not understand their rights or the legal mechanisms available when they suffer losses, and some are even unaware that they possess such rights.

On the other hand, dispute-resolution procedures available on marketplace platforms are often insufficiently transparent, require considerable time, and do not yet provide fully effective protection for consumers. In practice, business actors may also be difficult to contact or may avoid responsibility, causing dispute resolution to become protracted and not always providing legal certainty for the injured party.

These conditions indicate that legal protection for consumers in electronic buying and selling transactions has not been optimally implemented as intended by applicable laws and regulations. In addition to low levels of public legal literacy, some business actors still do not adequately understand their obligations to provide accurate product information. Furthermore, the legal position of marketplace platforms, including Shopee, often gives rise to debate because, in many cases, the platform functions only as an intermediary service provider and is not directly responsible for disputes occurring between sellers and buyers.

Thus, consumer protection issues in electronic commerce concern not only normative aspects but also public legal awareness, compliance by business actors, and ethics in conducting digital commerce.[3] Therefore, a more in-depth study is required to identify weaknesses in the existing legal protection system and formulate more effective forms of protection, both through regulatory improvement and implementation in practice.

Based on the foregoing, this paper focuses on examining the accountability of business actors (Shopee) for the non-conformity of goods received by consumers in transactions conducted through Shopee.

RESEARCH METHOD

This study employs normative legal research. Normative legal research focuses on legal norms and principles obtained from literature and statutory regulations through document analysis. In normative legal research, the data used consist of secondary data, commonly referred to as primary, secondary, and tertiary legal materials. Such research is generally descriptive or descriptive-exploratory in nature, with qualitative analysis.[4]

The truth established is qualitative, namely truth understood as conformity with standards that establish particular quality requirements that must be fulfilled.[5]

DISCUSSION

Electronic commerce, or e-commerce, has become an important part of economic activity in Indonesia today. Digital platforms such as Shopee have changed the way consumers shop by offering convenient access, diverse product choices, and practical transaction systems. Behind these conveniences, various complex legal problems arise, particularly concerning the accountability or responsibility of the parties when there is a discrepancy between the goods ordered and the goods received by consumers.

Such responsibility arises when a person performs an action that causes detrimental consequences to another person. When a business actor sends goods that do not correspond to the images displayed on Shopee, such conduct may be categorized as breach of contract (wanprestasi). This is consistent with Article 1243 of the Indonesian Civil Code because the seller has failed to fulfill its obligations under the sale and purchase agreement on the Shopee online shopping platform.[6]

Subekti explains that breach of contract may occur when a debtor fails to fulfill what has been agreed upon, fulfills it but not as required, fulfills it late, or performs an act that is prohibited under

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the agreement.[7] Therefore, when a seller sends goods that differ from the agreed subject matter, the issue is not merely a matter of customer service but may constitute a contractual legal issue.

In the context of consumer protection, this issue has a broader legal dimension because consumers are factually in a weaker position in electronic transactions. Consumers cannot directly inspect the goods before purchasing and depend heavily on information provided by sellers through the platform. Therefore, the accuracy of product information is an essential element in ensuring fair transactions. Regulations are consequently required to protect consumers and govern trade conducted through electronic systems.

According to Ahmadi Miru and Sutarman Yodo, such regulations are necessary to balance the interests of consumers and business actors because consumers are often in a weaker position.[8] This imbalance is particularly evident in electronic transactions, where consumers do not have direct contact with the goods and, in many circumstances, cannot ascertain their actual condition before receiving them.

Therefore, product information in e-commerce transactions cannot be regarded merely as promotional material. It has legal consequences because it constitutes part of the basis upon which consumers give their consent to the transaction.

To protect consumers, business actors are required to comply with all provisions of Law No. 8 of 1999 concerning Consumer Protection (UUPK) in conjunction with Government Regulation No. 80 of 2019 concerning Trading Through Electronic Systems (PP PMSE), which constitute the legal basis for online buying and selling transactions.

Accordingly, the Shopee marketplace has an obligation to ensure that consumers receive adequate protection. Business actors are responsible for providing compensation for damage, pollution, and/or consumer losses resulting from the consumption of goods and/or services produced or traded.[9]

Thus, when products or services received by Shopee consumers do not correspond to the information provided or promised, responsibility may not rest solely with the business actor but may also involve Shopee as the platform provider.

The discrepancy between goods received and goods agreed upon is one of the principal problems in e-commerce transactions. Such discrepancies may concern the type, quality, quantity, specifications, or condition of the goods. Ultimately, the issue concerns not only the economic relationship between seller and buyer but also the legal relationship that creates rights and obligations for each party.

Marketplace transactions involve a complex legal relationship because they involve three parties: the consumer, the seller, and the marketplace platform operator. The seller is the party offering and delivering goods to the consumer, while the marketplace provides electronic facilities that enable the offer, ordering, payment, communication, and completion of transactions.

Therefore, determining the party responsible when consumers receive non-conforming goods must take into account the legal position of each party and the obligations imposed by applicable laws and regulations.

This is consistent with Article 1 of PP PMSE, which distinguishes between traders and Electronic System Trading Operators. A trader is a business actor conducting trading activities through an electronic system, while an Electronic System Trading Operator is a business actor providing electronic communication facilities used for trading transactions. This distinction has legal consequences for determining liability.

In the relationship between consumers and sellers, buying and selling through a marketplace essentially remains a contractual relationship. The difference lies only in the medium used to establish and perform the agreement. When a consumer selects goods, agrees to the price, makes payment, and the order is accepted by the seller, a contractual relationship binding the parties arises.

This principle is consistent with Article 1338 paragraph (1) of the Indonesian Civil Code, which provides that every legally valid agreement shall bind the parties as law. This principle is commonly known as pacta sunt servanda.

Accordingly, the seller is obliged to deliver the goods as agreed. When the goods received differ from those offered or agreed upon, this indicates a failure to perform the contractual obligation. From the perspective of contract law, such a condition constitutes breach of contract (wanprestasi). Subekti explains that breach of contract occurs when the obligated party fails to perform what has been agreed upon, performs it improperly, performs it late, or performs an act that is prohibited by the agreement.[10]

Although problems frequently occur in online buying and selling transactions, they are rarely resolved through court proceedings or through the Consumer Dispute Settlement Agency (BPSK). This is because consumers who feel harmed are often reluctant to pursue legal remedies.

Some consumers are even hesitant to resolve their problems through e-commerce platforms. One of the main reasons is that they consider the dispute-resolution system offered by e-commerce platforms too complicated, time-consuming, and confusing. Although platforms such as Shopee provide return and refund features, the procedures that must be followed are sometimes difficult for all users to understand.

Consumers may also be required to submit evidence that must be verified by the marketplace. The marketplace has substantial authority to determine whether a buyer's return request is justified. The marketplace acts as an intermediary and final decision-maker. It applies its own verification standards and criteria, which may not always be completely transparent to consumers. Consequently, the position of buyers may become weaker within the contractual relationship.

The UUPK provides legal protection for consumers in online buying and selling transactions, including by establishing rights and obligations that must be observed by sellers and buyers. In the context of transactions on Shopee, the platform also applies internal policies that are consistent with applicable regulations.

In addition, Shopee provides consumer protection through product guarantees applicable to purchases that do not conform to the orders. Such policies are consistent with the principle of legal protection for consumers, which aims to ensure that consumers feel safe and protected when shopping online.

Through product guarantees, consumers can conduct transactions with greater confidence because they have assurance that, if the goods received do not conform to the order, they can request a return or replacement.

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In buying and selling transactions, business actors are required to comply with all provisions of the UUPK, which constitutes the principal legal basis for online transactions. Article 7 of the UUPK specifically establishes several obligations for business actors with the objective of protecting consumer rights and ensuring fair transactions for all parties.

These obligations include:

a. Acting in good faith in conducting business activities.
b. Providing accurate, clear, and honest information concerning the condition and guarantees of goods and/or services, including explanations regarding their use, repair, and maintenance. This means that product descriptions must be accurate and not misleading.
c. Treating and serving consumers properly and honestly and without discrimination.
d. Guaranteeing the quality of goods and/or services produced and/or traded in accordance with applicable quality standards.
e. Providing consumers with opportunities to test and/or try certain goods and/or services and providing guarantees and/or warranties for goods produced and/or traded.
f. Providing compensation, reimbursement, and/or replacement for losses resulting from the use, consumption, or utilization of traded goods and/or services.
g. Providing compensation, reimbursement, and/or replacement when goods and/or services received or utilized do not conform to the agreement.

Shopee, in its role as a marketplace, has an obligation to ensure that consumers receive adequate protection. This is consistent with Article 19 of the UUPK, which provides that:

1. Business actors are responsible for providing compensation for damage, pollution, and/or consumer losses resulting from the consumption of goods and/or services produced or traded.

2. Such compensation may take the form of a refund, replacement of goods and/or services of the same or equivalent value, health care, and/or appropriate compensation in accordance with applicable laws and regulations.

3. Compensation must be provided within seven (7) days after the date of the transaction.

4. The provision of compensation does not eliminate the possibility of criminal claims based on further evidence establishing an element of fault.

5. The provisions referred to in paragraphs (1) and (2) do not apply if the business actor can prove that the loss resulted from the consumer's fault.

As previously explained, e-commerce transactions, particularly on the Shopee platform, involve a legal relationship among three parties: consumers, sellers, and the platform (Shopee). This relationship creates responsibilities and obligations for each party that must be fulfilled to ensure that transactions proceed properly and fairly.

As an e-commerce platform, Shopee is responsible for facilitating transactions. Shopee acts as an intermediary between consumers and sellers and ensures that the transaction process, from ordering to payment, can proceed smoothly.

Furthermore, when problems arise concerning purchased goods, such as non-conformity or damage, Shopee may contact the seller and facilitate the compensation process. This can assist consumers in submitting claims for refunds or replacement goods.

In e-commerce transactions, electronic contractual evidence constitutes documentation that forms the basis for the validity of the agreement between consumers and sellers. The rules governing online buying and selling through Shopee not only regulate online transaction procedures but also serve as legal protection for all parties involved, particularly consumers.

Article 5 paragraph (1) of Law No. 1 of 2024 concerning the Second Amendment to Law No. 11 of 2008 concerning Electronic Information and Transactions (ITE Law) provides that electronic information and/or printed results constitute valid evidence in court.

This means that electronic documents generated during transactions, such as order confirmations, payment receipts, and communications between consumers and sellers, may be used as valid legal evidence in the event of a dispute.

Meanwhile, electronic documents containing Shopee's rules cover various important aspects of transactions, including policies concerning returns and refunds. Under the agreement known as the Community Guidelines, Shopee explains in detail the procedures and requirements that must be fulfilled by users, both consumers and sellers.

In practice, the return process on Shopee is subject to several conditions established by sellers or stores. These conditions are important to ensure that the return process proceeds properly and fairly for all parties involved.

The conditions generally include:

1. In submitting a request for a return or refund, Shopee may require consumers to provide photographs and/or unboxing videos, particularly to demonstrate that the goods are damaged or do not correspond to the order.

2. If the goods are damaged during delivery, Shopee may conduct an investigation and request additional evidence.

3. Consumers must comply with the applicable time limit for submitting a return or refund claim as stipulated by Shopee.

4. Consumers must confirm the return or refund through the return/refund feature provided by Shopee.

5. In certain circumstances, return shipping costs may be borne by the seller if the goods received are defective or do not conform to the order. However, if the error is attributable to the consumer, the consumer shall bear the cost.

6. After the goods have been returned and the request has been approved, consumers may choose between replacement and refund in accordance with the applicable provisions. If the consumer chooses replacement, the seller is obliged to send replacement goods according to the prescribed procedure. If the consumer chooses a refund and the request is approved by Shopee, the funds

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will be returned in accordance with the amount to which the consumer is entitled and through the refund method determined by Shopee.

Based on the foregoing, when a seller sends goods that do not conform to the order, consumers have the right to seek remedies for the losses they have suffered. This is consistent with Article 19 of the UUPK, which essentially provides that business actors are responsible for providing compensation for damage, pollution, and/or consumer losses resulting from goods and/or services produced or traded.

Compensation may take the form of a refund, replacement of goods and/or services of the same or equivalent value, or another form of compensation in accordance with applicable laws and regulations.

These provisions demonstrate the principle of accountability of business actors for consumer losses. In marketplace transactions, when non-conformity results from the seller's error—for example, an error in selecting the product, size, color, quantity, or specification before shipment—the primary accountability or responsibility rests with the seller as the party obligated to perform the sale and purchase agreement.

The obligations of business actors are further reinforced by Article 53 paragraph (1) letters b and g of PP PMSE. Letter b concerns the agreed specifications of goods and/or services, while letter g emphasizes the procedure for returning goods and/or services when the goods and/or services received do not conform to those agreed upon.

The return-of-goods or refund mechanism on the Shopee marketplace essentially constitutes an internal dispute-resolution mechanism. This mechanism enables consumers to obtain remedies without immediately having to file a lawsuit in court. It also demonstrates that the return mechanism is a form of accountability and consumer protection when the goods received do not conform to the description or agreement.

In the context of consumer protection on Shopee, the legal relationship can ultimately be understood as involving different but interrelated responsibilities. The seller is responsible for the accuracy of information and the conformity of the goods sold and delivered to consumers.

The marketplace is responsible for operating the electronic trading system and fulfilling the obligations imposed upon it as an Electronic System Trading Operator (PPMSE). Consumers themselves have an obligation to use the system properly, provide accurate information, follow transaction procedures, and retain transaction evidence as a precautionary measure.

Legal protection for consumers in Shopee transactions must be placed within a framework that balances the interests of consumers, sellers, and the marketplace. Consumers need assurance that the goods they receive conform to the information and agreement. Sellers need certainty that consumer claims are made honestly and supported by evidence. The marketplace requires mechanisms capable of maintaining the security and trust of all parties using its system.

Therefore, the accountability or responsibility of business actors in marketplace transactions cannot be understood merely as an obligation to compensate for losses after a problem has occurred. Accountability also includes preventive obligations, such as providing accurate information, operating a secure system, providing complaint mechanisms, retaining transaction evidence, and providing transparent dispute-resolution procedures.

Through this approach, consumer protection law does not function only as a repressive instrument after losses have occurred but also as a preventive instrument to prevent losses in electronic commerce.

Based on the foregoing discussion, it can be understood that non-conformity of goods in Shopee transactions is fundamentally a legal issue involving contract law, consumer protection law, and electronic commerce law.

The seller has the primary responsibility to deliver goods in accordance with the agreement, while Shopee, as an Electronic System Trading Operator (PPMSE), has responsibilities relating to the operation of the electronic trading system and consumer-protection obligations imposed by applicable legislation.

Accordingly, the responsibility of each party must be determined proportionally based on its legal position, obligations, actions or omissions, and causal relationship with the consumer's losses.

CONCLUSION

Based on the discussion above, it can be concluded that the seller is primarily responsible for the non-conformity of goods received by consumers because the seller is obliged to ensure that the goods offered and delivered conform to the information, specifications, and agreement underlying the transaction.

Meanwhile, Shopee, as an Electronic System Trading Operator (PPMSE), cannot be equated with the seller but has legal responsibilities within the scope of its position as a platform operator, particularly concerning the provision of an electronic trading system, complaint mechanisms, and facilitation of the return of goods and/or funds.

Therefore, Shopee's responsibility for consumer losses is not absolute but is determined based on the legal obligations imposed on PPMSEs, the extent of Shopee's involvement in the transaction, and Shopee's role in resolving consumer losses.

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