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## Liability of online marketplaces for consumer losses in online transactions as reviewed under law number 8 of 1999 on consumer protection

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### ABSTRACT

The rapid expansion of online marketplace platforms in Indonesia has fundamentally reshaped consumer transaction practices, while simultaneously increasing the incidence of consumer losses arising from non-conforming goods, counterfeit products, delivery failures, and fraudulent schemes. Recent reports and publicly documented cases have revealed persistent vulnerabilities in marketplace transaction systems, raising critical questions regarding the legal responsibility of marketplaces to protect consumer rights. Despite the growing relevance of this issue, existing studies largely focus on seller liability or contractual relationships, leaving the role and accountability of marketplaces under Indonesian Consumer Protection Law insufficiently examined. This study aims to analyze the liability of online marketplaces for consumer losses in electronic transactions under Law Number 8 of 1999 on Consumer Protection. Employing a normative juridical research method, this study applies a statutory and conceptual approach by examining consumer protection legislation, civil law principles, and relevant legal doctrines, supported by scholarly literature and documented cases. The findings demonstrate that marketplaces qualify as business actors and therefore bear legal obligations under Articles 4, 7, and 19 of the Consumer Protection Law, including the duty to provide accurate information, ensure transaction security, and offer compensation for consumers' losses. However, the implementation of such liability remains largely dependent on internal marketplace policies, which often limit the effectiveness of consumer remedies. This study contributes to the literature by clarifying the legal position of marketplaces as responsible actors in online transactions and strengthening the normative foundation for enhanced consumer protection in Indonesia's digital commerce ecosystem.

**Keywords:** marketplace; consumer losses; online transactions; UUPK

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RESEARCH & PUBLISHING



## 1. INTRODUCTION

The rapid growth of digital commerce has fundamentally transformed transaction patterns in Indonesia, particularly through the widespread use of online marketplace platforms such as Shopee. Marketplaces such as Shopee, Tokopedia, and Lazada have become dominant intermediaries in consumer transactions, offering convenience, efficiency, and access to a broad range of products. According to recent studies, the expansion of marketplace-based transactions has significantly increased consumer participation in the digital economy, especially among urban and semi-urban populations (Jabat et al., 2022; Nofiyahadi et al., 2023). However, this rapid expansion has not been accompanied by an equivalent strengthening of legal safeguards, resulting in an increasing number of consumer losses in online transactions.

Empirical developments indicate that consumer losses in marketplace transactions arise from various recurring problems, including goods that do not conform to their descriptions, counterfeit products, delivery failures, unilateral transaction cancellations, and fraudulent schemes that exploit weaknesses in platform systems (Setyawati et al., 2017; Pitri et al., 2022). Recent media reports reveal that approximately 5–10 per cent of marketplace transactions in Indonesia involve elements of fraud or deception, highlighting the scale of consumer vulnerability in the digital transaction environment (Mediana, 2025). In addition, reports concerning fake return-package scams, where consumers lose both goods and payments due to fraudulent courier impersonation, illustrate how systemic weaknesses in marketplace governance directly affect consumer protection (Nurcahyani, 2025). These developments demonstrate that consumer losses in online transactions are no longer incidental but constitute structural problems requiring legal scrutiny.

From a legal perspective, marketplaces are not merely neutral intermediaries that connect sellers and buyers. They function as business actors who design, control, and operate electronic transaction systems, establish standard contractual terms, regulate seller participation, and provide dispute resolution mechanisms. This institutional role places marketplaces within the scope of “business actors” as defined under Article 1 point 3 of Law Number 8 of 1999 on Consumer Protection (Republic of Indonesia, 1999). Consequently, marketplaces bear legal obligations to ensure accurate information, transaction security, fairness, and compensation for consumer losses, as mandated by Articles 4, 7, and 19 of the Consumer Protection Law (Yani et al., 2025).

Nevertheless, in practice, many marketplaces attempt to limit their liability by asserting that consumer losses arise only from the actions of individual sellers. Such arguments raise critical legal concerns, given that marketplaces exercise substantial control over transaction infrastructure, seller verification processes, payment systems, and complaint-handling mechanisms. Previous studies have indicated that inadequate seller verification and ineffective dispute resolution systems significantly contribute to consumer losses in online marketplaces (Setyawati et al., 2017; Tampubolon, 2016). This creates a gap between the normative obligations imposed by consumer protection laws and the actual practices of marketplace operators.

A review of the existing literature reveals that prior research has predominantly focused on seller liability, contractual relationships between buyers and sellers, and general consumer protection principles in electronic transactions (Pitri et al., 2022; Putri et al., 2025). However, relatively limited attention has been paid to the specific legal liability of marketplaces as institutional actors under the Consumer Protection Law, particularly in the context of systemic failures and consumer losses facilitated by platform governance. This constitutes a contextual and doctrinal gap, as the growing dominance of marketplaces in digital commerce has not been matched by a comprehensive legal analysis of their responsibility for consumer losses.

Accordingly, this study seeks to fill this gap by examining the liability of online marketplaces for consumer losses in electronic transactions under Law Number 8 of 1999 on Consumer Protection. This study contributes to the existing literature by clarifying the legal position of marketplaces as business actors, strengthening the normative basis for marketplace accountability, and providing a more robust legal framework for consumer protection in Indonesia’s digital commerce ecosystem. This study addresses

the following research questions: (1) How is the liability of marketplaces for consumer losses in online transactions assessed under Law Number 8 of 1999 on Consumer Protection? (2) What forms of legal protection are available to consumers who suffer losses in online transactions conducted through these marketplaces?

## 2. METHOD

This study employs a normative juridical research design that focuses on the analysis of positive legal norms governing consumer protection in online transactions conducted through marketplace platforms. Normative juridical research is appropriate for examining legal responsibility because it prioritizes the interpretation of statutory provisions, legal doctrines, and principles rather than empirical behavior (Soekanto & Mamudji, 2015; Marzuki, 2017). The primary legal frameworks analyzed in this study include Law Number 8 of 1999 on Consumer Protection, relevant provisions of the Indonesian Civil Code, and regulations governing electronic transactions and electronic systems.

The unit of analysis in this study consists of legal norms, statutory provisions, and doctrinal interpretations related to marketplace liability and consumer protection. Accordingly, this study does not involve human subjects or statistical data but examines how marketplaces are legally positioned as business actors within Indonesia's consumer protection regime. This approach is consistent with doctrinal legal research, which seeks to evaluate the coherence, consistency, and adequacy of legal norms in addressing specific legal issues (Marzuki, 2017).

Two principal approaches are applied in this study. First, a statutory approach is employed to analyse and interpret relevant legal provisions, particularly Articles 4, 7, and 19 of the Consumer Protection Law, as well as provisions of the Indonesian Civil Code relating to breach of contract (*wanprestasi*) and unlawful acts (*perbuatan melawan hukum*). This approach enables a systematic examination of the rights and obligations of marketplaces as business actors under positive law (Soekanto & Mamudji, 2015). Second, a conceptual approach is used to analyse legal concepts such as consumer rights, business actor liability, contractual responsibility, and fault-based liability, drawing upon established legal doctrines and scholarly interpretations in consumer and civil law (Marzuki, 2017; Setyawati et al., 2017).

The data sources utilised in this research consist of secondary legal materials obtained through library-based research. These materials include primary legal sources (statutory regulations and official legal documents), secondary legal sources (peer-reviewed journal articles, academic books, and legal commentaries), and tertiary sources that provide contextual background, such as reputable news reports documenting cases of consumer losses in marketplace transactions. The use of documented cases reported by reputable media serves to contextualise normative analysis and to demonstrate the practical relevance of legal obligations imposed on marketplaces (Putri et al., 2025).

Data collection was conducted through a systematic review of legal materials published between 2016 and 2025, ensuring that the analysis reflects contemporary developments in digital commerce and consumer protection. Legal materials were selected based on their relevance to marketplace liability, consumer losses in online transactions, and doctrinal discussions of business actor responsibility. Materials lacking academic credibility or direct relevance to the research focus were excluded from the analysis in order to maintain analytical rigour (Marzuki, 2017).

The collected legal materials were analysed using a descriptive-qualitative legal analysis method, which involves interpreting legal norms, comparing statutory provisions with doctrinal views, and assessing their adequacy in addressing consumer losses arising from marketplace transactions. To minimize interpretative bias, the analysis prioritises authoritative statutory texts and peer-reviewed academic sources, while cross-referencing multiple scholarly opinions where legal interpretations diverge (Soekanto & Mamudji, 2015). Through this methodological framework, the study aims to provide a systematic, transparent, and accountable analysis of marketplace liability within Indonesia's consumer protection regime.

### 3. RESULT AND DISCUSSION

#### 3.1. Marketplaces as Business Actors within the Consumer Protection Framework

Online marketplaces constitute digital platforms that facilitate electronic transactions between sellers and consumers through integrated electronic systems. From a legal standpoint, transactions conducted via marketplaces qualify as electronic contracts (e-contracts), which are subject to general contract law requirements under Article 1320 of the Indonesian Civil Code, including consent, legal capacity, a specific object, and a lawful cause (Hermanto, 2024). The electronic character of these contracts does not eliminate their binding legal force, but instead introduces new modalities of consent formation through digital interfaces, such as click-wrap and standard-form agreements, which are predominantly designed by platform operators (Kusumaatmadja & Sidharta, 2018).

Beyond contractual validity, marketplace transactions are also governed by Law Number 8 of 1999 on Consumer Protection, which establishes minimum standards for safeguarding consumer rights in commercial activities (Republic of Indonesia, 1999). Consumer protection law adopts a functional approach that prioritises the economic role and control exercised by an entity rather than its formal designation. This approach is particularly relevant in the digital economy, where platforms exercise significant influence over transactional environments without necessarily acting as direct sellers (Rahardjo, 2014).

Under Article 1 point 3 of the Consumer Protection Law, business actors are defined broadly to include any individual or entity engaged in the provision of goods or services for commercial purposes. Marketplaces fall squarely within this definition because they design and operate transaction systems, set standard contractual terms, regulate seller participation, and provide payment and dispute resolution facilities (Yani et al., 2025). In addition, marketplaces derive economic benefits through commissions, service fees, advertising revenues, and data utilisation, which further confirms their status as profit-oriented commercial actors rather than neutral intermediaries (Riefa, 2019).

Consequently, marketplaces cannot be regarded as passive technological facilitators. Instead, they function as institutional actors whose operational decisions directly affect consumer safety, fairness, and legal certainty. Marketplaces exercise regulatory authority over sellers by imposing verification requirements, controlling access to the platform, and enforcing internal rules through sanctions or account suspension. This form of private governance places marketplaces in a position analogous to regulators within their digital ecosystems, thereby generating corresponding legal responsibilities toward consumers (Brownsword, 2016).

Consumer protection law explicitly guarantees fundamental rights, including the right to accurate information, security, comfort, and compensation for losses (Republic of Indonesia, 1999). Articles 4 and 7 of the Consumer Protection Law impose affirmative obligations on business actors to provide truthful information and to act fairly and responsibly toward consumers. Scholarly analyses emphasise that these obligations apply equally to digital platforms, given their central role in structuring online transactions and managing transactional risks (Setyawati et al., 2017; Tampubolon, 2016). In the marketplace context, the obligation to provide accurate information extends not only to seller disclosures but also to the platform's responsibility in curating, displaying, and prioritising information through algorithmic systems (De Franceschi, 2016).

Information asymmetry remains a defining characteristic of online marketplace transactions, as consumers lack direct access to physical goods and personal interaction with sellers. This imbalance is exacerbated when platforms fail to adequately monitor misleading product descriptions, manipulated reviews, or fraudulent seller practices. Legal doctrine increasingly recognises that platforms exercising control over information architecture bear responsibility for ensuring that such control does not mislead consumers or undermine informed consent (Hacker, 2018). Accordingly, attributing all informational failures solely to sellers is incompatible with the protective objectives of consumer law.

Moreover, the involvement of marketplaces in payment management further strengthens their classification as business actors. By holding consumer funds, determining payment release mechanisms, and establishing refund and escrow policies, marketplaces intervene directly in the economic substance of

transactions. This financial control creates an independent legal relationship between marketplaces and consumers, distinct from the seller-buyer contract, and gives rise to direct consumer protection obligations (Riefa, 2019).

From a normative perspective, recognising marketplaces as business actors aligns with the core objectives of consumer protection law, namely fairness, legal certainty, and consumer welfare. Allowing marketplaces to disclaim responsibility by invoking intermediary status would shift disproportionate risks onto consumers and weaken the effectiveness of consumer protection regimes. Legal theory supports assigning responsibility to actors who possess the greatest capacity to prevent harm efficiently, particularly where structural control and economic incentives are concentrated at the platform level (Posner, 2011).

Therefore, within the consumer protection framework, marketplaces must be understood as institutional business actors whose legal responsibilities extend beyond mere facilitation. Their obligations encompass ensuring transparent information flows, fair contractual arrangements, secure payment systems, and effective safeguards against consumer harm. Such an interpretation reflects both doctrinal coherence and a realistic response to the evolving structure of digital commerce.

### **3.2. Civil Liability of Marketplaces for Breach of Contract and Unlawful Acts**

From the perspective of civil liability, marketplace responsibility for consumer losses may arise from either breach of contract (*wanprestasi*) or unlawful acts (*perbuatan melawan hukum*). Breach of contract occurs when a marketplace fails to fulfil obligations stipulated in its terms of service or platform policies, such as ensuring transaction security, safeguarding consumer payments, or providing effective complaint-handling mechanisms (Pitri et al., 2022). Although standard contracts are often framed as agreements between sellers and buyers, marketplaces retain independent contractual obligations arising from their service commitments to users, particularly consumers who rely on the platform's representations and guarantees.

In digital marketplace transactions, contractual obligations are generally embedded in standard-form agreements unilaterally drafted by platform operators. These agreements regulate critical aspects of the transaction, including payment flows, refund policies, dispute resolution procedures, and risk allocation. From a doctrinal standpoint, once a marketplace voluntarily assumes contractual commitments through its terms of service, failure to perform such commitments constitutes *wanprestasi*, regardless of whether the marketplace acts as a seller or as a platform provider (Subekti, 2014). Consequently, contractual liability may arise even in the absence of direct involvement in the sale of goods.

Marketplace liability may also arise under Article 1365 of the Indonesian Civil Code when consumer losses result from negligence or fault attributable to the marketplace. This provision establishes a general duty not to cause harm through unlawful conduct, encompassing both acts and omissions. In the context of online marketplaces, unlawful acts may take the form of inadequate seller verification, failure to monitor misleading product information, or the continued operation of systems known to facilitate fraudulent practices. Previous studies demonstrate that weak verification mechanisms and insufficient platform oversight significantly contribute to recurring consumer losses in online transactions (Setyawati et al., 2017; Putri et al., 2025).

In such circumstances, marketplace negligence fulfils the essential elements of *perbuatan melawan hukum*, namely the existence of fault, actual loss suffered by consumers, a causal link between the platform's conduct and the loss, and unlawfulness. The element of unlawfulness is satisfied not only by violations of statutory obligations but also by breaches of societal norms of prudence and fairness expected of business actors operating digital infrastructures (Satrio, 2016). Thus, a marketplace's failure to implement reasonable preventive measures may constitute an unlawful act even in the absence of explicit statutory violations.

The distinction between contractual liability and tort-based liability does not imply mutual exclusivity. In practice, consumer losses in marketplace transactions often involve overlapping elements of *wanprestasi* and *perbuatan melawan hukum*. For instance, a platform's failure to secure payment systems may simultaneously breach contractual assurances and violate the general duty of care owed to consumers. Indonesian civil law doctrine recognises that claimants may rely on either or both legal bases, depending

on the nature of the harm and the evidentiary framework (Mertokusumo, 2010).

Doctrinally, marketplace liability is justified by the principle that entities exercising control over transactional infrastructures must bear corresponding responsibilities. Marketplaces possess superior knowledge, technological control, and economic capacity compared to individual consumers, thereby placing them in a position of dominance. This structural asymmetry reinforces the normative expectation that marketplaces actively prevent harm rather than merely respond after losses occur (Tampubolon, 2016). Legal scholars argue that imposing liability on controlling actors enhances deterrence and incentivises the adoption of robust compliance and risk-management systems (Hart, 2012).

Furthermore, the duty of care borne by marketplaces is heightened by their ability to foresee potential risks inherent in digital transactions. Platforms collect extensive transactional data, monitor seller behaviour, and employ algorithmic tools capable of detecting irregularities. When such capacities are not reasonably utilised to prevent foreseeable harm, marketplace inaction may be construed as culpable negligence. Comparative legal discourse increasingly supports the view that platforms benefiting economically from transactional activities must internalise the risks associated with those activities, rather than externalising losses to consumers (Hacker, 2018).

Accordingly, civil liability serves not merely as a remedial mechanism but also as a preventive instrument aimed at encouraging marketplaces to uphold higher standards of diligence. Recognising marketplace liability for breach of contract and unlawful acts ensures that legal accountability aligns with actual control and influence exercised within digital commerce ecosystems. This approach promotes justice, legal certainty, and effective consumer protection in an increasingly platform-driven economy.

### **3.3. Marketplace Liability under Articles 7 and 19 of the Consumer Protection Law**

Article 7 of the Consumer Protection Law imposes fundamental obligations on business actors to provide accurate and clear information, treat consumers fairly and non-discriminatorily, and guarantee the quality and safety of goods or services offered. Article 19 further mandates that business actors provide compensation for consumer losses arising from goods or services that do not conform to the agreement. In the context of online marketplaces, these provisions establish direct legal obligations for platform operators, irrespective of whether consumer losses are formally caused by sellers' actions or omissions. The functional approach adopted by the Consumer Protection Law emphasises responsibility based on control and economic involvement rather than contractual labels (Republic of Indonesia, 1999).

In online marketplace transactions, the obligation to provide accurate information extends beyond seller-generated content to include the platform's role in structuring and disseminating information. Marketplaces determine the presentation of product descriptions, pricing transparency, consumer reviews, and seller ratings through algorithmic systems. When such systems allow misleading or incomplete information to persist, the platform's failure may constitute a breach of Article 7, particularly where consumers rely on platform-curated information to make purchasing decisions (De Franceschi, 2016). Thus, compliance with Article 7 requires proactive platform governance, not merely passive hosting of third-party content.

Article 19 of the Consumer Protection Law further strengthens marketplace accountability by requiring business actors to compensate consumers for losses caused by non-conforming goods or services. Compensation may take the form of refunds, replacement of goods, medical expenses, or other appropriate remedies. In marketplace transactions, platforms often manage payment systems and temporarily retain consumer funds until transaction completion. This financial involvement establishes a direct legal relationship between marketplaces and consumers, rendering platforms subject to compensation obligations when systemic failures or governance deficiencies contribute to consumer losses (Yani et al., 2025).

The argument frequently advanced by marketplaces—that liability rests solely with sellers—cannot be sustained under consumer protection principles. Marketplaces actively facilitate transactions, control payment infrastructures, set operational rules, and benefit economically from each transaction conducted through their platforms. These factors demonstrate that marketplaces are integral participants in the transactional process rather than external intermediaries. Comparative analyses of digital platform

governance similarly affirm that platform operators bear consumer protection responsibilities when they profit from and exercise control over transactional environments, regardless of formal contractual disclaimers (Putri et al., 2025).

From a doctrinal perspective, attempts to shift all liability to sellers conflict with the protective rationale underlying consumer law. Consumer protection regimes are designed to address structural imbalances between consumers and business actors, particularly in situations characterised by information asymmetry and unequal bargaining power. In digital marketplaces, these imbalances are exacerbated by the opacity of algorithmic decision-making and the limited ability of consumers to assess seller credibility. Assigning responsibility exclusively to sellers would undermine the effectiveness of Articles 7 and 19 by depriving consumers of remedies against the most powerful and resource-capable actors in the transaction chain (Sidharta, 2006).

Compensation mechanisms under Article 19 are often implemented through internal marketplace policies, such as refund procedures, complaint-handling systems, and time limits for filing claims. While these mechanisms may facilitate efficient dispute resolution, empirical observations indicate that their effectiveness frequently depends on platform-designed rules that may disadvantage consumers. Complex procedures, short deadlines, and discretionary decision-making can create practical barriers to obtaining compensation, thereby weakening the realisation of statutory consumer rights (Setyawati et al., 2017). Such practices highlight the tension between normative legal obligations and their operational implementation within private digital governance structures.

This gap between legal norms and practical enforcement underscores the need for stricter interpretation and application of Articles 7 and 19 in the marketplace context. Legal accountability should not be limited to formal compliance with internal policies but must be assessed based on substantive outcomes for consumers. Platforms that fail to ensure accessible, transparent, and effective compensation mechanisms may be deemed to have violated their statutory obligations, even if procedural remedies are nominally available (Rahardjo, 2014).

Accordingly, marketplace liability under Articles 7 and 19 of the Consumer Protection Law must be understood as encompassing both preventive and remedial dimensions. Preventively, marketplaces are obliged to design systems that minimise consumer risks through accurate information governance and fair transactional practices. Remedially, they must ensure that compensation mechanisms function effectively in practice, not merely in form. Such an interpretation reinforces consumer protection objectives and ensures that legal responsibility aligns with the realities of control and power within digital commerce ecosystems.

### **3.4. Forms of Legal Protection for Consumers in Marketplace Transactions**

Legal protection for consumers in online marketplace transactions may be systematically classified into preventive and repressive measures. This classification reflects the dual orientation of consumer protection law, which seeks not only to remedy losses after they occur but also to prevent harm by addressing structural vulnerabilities inherent in commercial transactions. In the context of digital marketplaces, preventive protection assumes particular importance due to the intangible nature of transactions and the limited ability of consumers to independently assess product quality or seller credibility (Tampubolon, 2016).

Preventive legal protection aims to minimise the risk of consumer losses by obliging marketplaces to implement robust governance mechanisms before transactions are completed. Such measures include seller verification systems, transparency of product information, clear contractual terms, and secure payment infrastructures. By requiring identity verification and compliance with platform standards, marketplaces act as gatekeepers that can significantly reduce fraudulent practices. Legal scholarship emphasises that preventive regulation is more effective and economically efficient than ex post remedies, particularly in digital markets characterised by high transaction volumes and low individual claim values (Shavell, 2004).

Transparency of information constitutes a core element of preventive protection. Marketplaces play a decisive role in shaping the informational environment through which consumers make purchasing

decisions. This includes the presentation of product descriptions, pricing structures, consumer reviews, and seller ratings. When platforms fail to ensure the accuracy and reliability of such information, consumers are exposed to misleading representations that undermine informed consent. Accordingly, preventive protection requires marketplaces to actively monitor and correct information asymmetries rather than merely providing technical infrastructure for information exchange (Riefa, 2019).

Secure payment mechanisms further represent a critical dimension of preventive legal protection. By implementing escrow systems, payment holds, and fraud detection technologies, marketplaces can significantly reduce financial risks faced by consumers. These mechanisms reflect the principle that entities controlling transactional infrastructures must take reasonable steps to prevent foreseeable harm. From a legal perspective, the failure to provide adequate transaction security may be interpreted as a breach of the duty of care owed by marketplaces as business actors operating within consumer protection frameworks (Hondius, 2017).

Repressive legal protection applies after consumer losses have occurred and focuses on dispute resolution and compensation mechanisms. Consumers may seek remedies through internal marketplace complaint-handling systems, the Consumer Dispute Settlement Body (*Badan Penyelesaian Sengketa Konsumen*), or judicial proceedings when alternative mechanisms fail. Repressive protection serves a corrective function by restoring consumer rights and providing redress for harm suffered, thereby reinforcing the credibility of consumer protection law (Setyawati et al., 2017).

Internal dispute resolution mechanisms operated by marketplaces often represent the first avenue for consumer complaints. While such mechanisms may offer speed and convenience, their effectiveness largely depends on the fairness, transparency, and accessibility of platform-designed procedures. Empirical studies reveal that complex claim processes, restrictive time limits, and discretionary decision-making by platforms can significantly disadvantage consumers, thereby weakening the practical realisation of their legal rights (Howells, 2018). This underscores the need for external oversight to ensure that private dispute resolution mechanisms align with statutory consumer protection standards.

The availability of institutional remedies, such as the Consumer Dispute Settlement Body, complements internal mechanisms by providing an independent forum for resolving consumer disputes. However, limited public awareness, procedural complexity, and resource constraints often hinder effective utilisation of these bodies. As a result, the gap between formal legal protection and actual consumer access to justice persists, particularly in digital marketplace transactions where losses are individually small but collectively significant (Rahardjo, 2014).

The rapid expansion of marketplace-based commerce necessitates a reorientation of platform roles from passive intermediaries to active guardians of consumer rights. Marketplaces are uniquely positioned to implement both preventive and repressive measures due to their control over transactional systems, data, and economic incentives. Without robust legal accountability and effective enforcement, consumers remain exposed to recurring losses that undermine trust in the digital economy. Therefore, strengthening marketplace liability and enhancing the effectiveness of consumer protection mechanisms are essential for ensuring justice, legal certainty, and consumer welfare in the evolving landscape of electronic commerce.

#### **4. CONCLUSION**

Marketplaces occupy a strategic position as business actors within the digital commerce ecosystem and therefore bear legal responsibility for consumer protection under Law Number 8 of 1999 on Consumer Protection. Their role extends beyond that of mere transactional intermediaries, encompassing obligations to ensure system security, accuracy of information, verification of sellers, and the availability of effective dispute resolution mechanisms. In this regard, the application of Articles 7 and 19 of the Consumer Protection Law confirms that marketplaces remain accountable for consumer losses arising from online transactions, including losses caused by sellers operating on their platforms.

The study demonstrates that marketplace liability constitutes a fundamental element in safeguarding consumer rights and in maintaining legal certainty in electronic transactions. Weak supervision of sellers, inadequate verification mechanisms, and ineffective complaint-handling procedures

may undermine consumer trust and increase the risk of fraud. Consequently, the strengthening of marketplace responsibility is indispensable to creating a safe, fair, and reliable digital transaction environment.

### **Ethical Approval**

Not applicable.

### **Informed Consent Statement**

Not applicable.

### **Confidentiality Statement**

Not applicable.

### **Authors' Contributions**

T conceptualized the study, conducted legal analysis, and drafted the manuscript. GS, CB, PDAA, AJP, and MRP contributed to literature review, statutory analysis, case documentation, and manuscript revision. All authors have read and approved the final manuscript.

### **Disclosure Statement**

The author declares no conflict of interest related to this research.

### **Data Availability Statement**

All data supporting the findings of this study are derived from publicly available legal materials, including legislation, academic publications, and official regulations of international and national sports organizations. No additional datasets were generated or analyzed.

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