

Legal Protection for Parties in Online Sale and Purchase Agreement

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ABSTRACT

More and more people are taking advantage of the convenience offered by online shopping thanks to advances in information technology. Nevertheless, there are a number of legal issues lurking behind the convenience offered, including unclear rights and responsibilities of the parties, conflict resolution, and consumer protection from unsuitable or harmful products. The purpose of this study is to examine the strengths and weaknesses of the Indonesian legal system, evaluate the effectiveness of existing regulations, and determine the extent to which the parties to online sales and purchase agreements are legally protected. This study uses a qualitative normative juridical methodology, with information gathered from a review of laws, scientific articles, and other relevant legal documents. The results of the study show that the low level of public legal literacy and the absence of an efficient online dispute resolution process are 2 (two) areas where the laws governing consumer protection still have room for improvement. To build a secure and sustainable digital commerce ecosystem, existing legal protections for online transactions need to be optimized and legal education for consumers and business actors needs to be improved.

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1. INTRODUCTION

Buying and selling goods and services online is increasingly prevalent in today's technological world (Nababan et al., 2024). Many people choose to buy and sell online because of the large number of items available, the ease of transacting without having to physically visit the store, and the ease of access. Even so, both sellers and consumers must be aware that there are legal dangers lurking behind these conveniences. Disputes arising from issues such as misplaced goods, delivery delays, and fraud require legal protections that are applied transparently. It is crucial to have legal protection against online purchases and sales to ensure that the rights and responsibilities of all parties are adequately protected.

The legal function here is to prevent activities that are detrimental to one party and provide guarantees to the other party. To ensure that electronic transactions remain within the limits of legality, governments in countries around the world have enacted laws and regulations, including in Indonesia. Online consumers have certain rights and responsibilities regulated by the Consumer Protection Law and the Electronic Information and Transaction Law (ITE Law) (Aji, 2022). The legal component protects both (consumers) and sellers from dishonest sellers and/or buyers, including those who abuse the return policy or unilaterally stop transactions. To ensure the security and fairness of online transactions, the legal issues that bind both parties must be carefully considered when drafting an online sale and purchase agreement.

With so much potential for certain parties to take advantage of loopholes in the regulations governing the rights and responsibilities of sellers and buyers, e-commerce platforms must do a lot to provide protection in practice. There is an urgent need for comprehensive legal protection due to the increasing complexity of online transactions and technological advancements. To keep up with economic developments through the ever-changing internet media, the current regulations need to be revised continuously.

A higher level of legal literacy among all parties involved in online transactions is also necessary to ensure that all parties are aware of their rights and responsibilities and what to do in the event of a dispute. To ensure the safe, fair, and sustainable development of the digital commerce ecosystem, it is necessary to research legal protections in online sales agreements.

The main problem in running an online business is finding ways to legally protect the rights and responsibilities of buyers and sellers. The extent to which current laws, such as the Consumer Protection Act and the ITE Act, can provide transparent and fair legal protection for all parties involved is one area that needs further research. Problems also arise when regulations are applied, such as when dealing with cases of fraud, delay in delivery, or misuse of return policies. An in-depth examination of the effectiveness of rules, the function of e-commerce platforms in offering security, and the need to improve legal literacy among digital transaction actors is urgently needed due to the increasing complexity of online transactions and technological advancements.

The purpose of this study is to analyze legal protection in online buying and selling transactions in order to create a safe, fair, and long-term digital trading environment. This study will focus on 3 (three) main scopes, namely the role of e-commerce platforms in protecting user information, the effectiveness of regulations that regulate online buying and selling transactions in providing clear and fair legal protection, and the availability of solutions to various legal challenges that occur in connection with transactions, such as cases of fraud, misshipments, and misuse of the return policy. This research also intends to examine ways to increase the level of legal literacy among buyers and sellers so that each better understands their rights and responsibilities in the digital trade ecosystem.

2. METHODS

This study uses a normative juridical methodology with a qualitative approach to examine the legal study of the protection of the parties in online sale and purchase agreements. Because the purpose of this study is to examine relevant legal standards and their application in electronic transaction activities, a normative juridical approach was chosen.

Secondary data, including primary, secondary, and tertiary legal readings, made up the majority of the data sources for this study. Primary sources are in the form of applicable laws and regulations, such as the Consumer Protection Law No. 8 of 1999, the ITE Law No. 11 of 2008 (ITE Law) and its reforms in Law No. 19 of 2016, as well as other regulations that regulate e-commerce in Indonesia. Contains about government protections for online merchants and buyers, as well as their own rights and responsibilities, by reading these key legal sources.

The topic of legal protection in electronic transactions is covered in secondary legal documents such as law books, scientific journals, essays, and other documents. To better understand how various

countries, including Indonesia, have implemented legal protection techniques, the effectiveness of existing regulations, and the existing legal loopholes, this collection of literature was used. The purpose of this literature review is to identify areas that have the potential to be improved in the legal structure in Indonesia by comparing them with regulations in other countries that have more advanced consumer protection regimes.

To complement the research, tertiary legal materials are studied as further reference. Legal dictionaries, encyclopedias, and other tertiary sources can provide a better understanding of legal topics related to this research. This research relies on literature research methodology and document studies to obtain data. To conduct a literature review on the topic of legal protection in *online transactions*, researchers must first collect, read, and analyze a wide variety of materials, including laws, regulations, scientific journals, books, and articles.

Researchers can study and understand the application of current laws to online transaction activities by using this method. The study also uses case analysis as a tool to complement the literature review to provide a more accurate and factual picture of consumer rights related to online commerce. The cases to be examined are related to disputes that arise over electronic transactions in Indonesia and have gone through the court process or are resolved through alternative dispute resolution (ADR). Cases will be taken from credible sources such as news articles or court rulings discussing e-commerce conflicts or reports from the National Consumer Protection Agency (BPKN).

This study tries to assess the effectiveness of current legal protections and uncover the obstacles faced by buyers and sellers in resolving online disputes by analyzing the case. A descriptive-analytical approach will be used to analyze the collected data. This approach will help explain the application of legal protections in *online transactions* and the extent to which current regulations provide adequate legal guarantees. Through this method, the study of law explores theoretical considerations and practical applications.

This research method was chosen with the aim of gaining a comprehensive understanding of the legal protection provided for online buying and selling transactions in Indonesia. The study will also seek to identify areas where existing regulations are inadequate and provide suggestions on how legal policies can be better adapted to accommodate the rapid growth of e-commerce.

3. FINDINGS AND DISCUSSION

Legal Framework for Consumer Protection in Online Transactions

The way Indonesian people buy and sell has changed due to the rapid advancement of information technology. People are becoming more familiar with e-commerce or electronic commerce compared to traditional methods of doing business directly (Nurfitri et al., 2024). Customers are increasingly turning to digital platforms because of the convenience of *online transactions*, which include everything from product selection to payment.

Theft of personal information, fraud, misinterpreted products, and disputes between customers and business actors are some of the problems lurking behind this convenience. Law No. 8 of 1999, the Consumer Protection Law, and Law No. 11 of 2008, the ITE Law, with amendments in Law No. 19 of 2016, are some of the main regulations that have been enacted by the Indonesian government to address this issue and ensure the safety of online shoppers. Online purchases in Indonesia are largely protected from legal action by the Consumer Protection Law (UUPK) No. 8 of 1999. Some of the consumer rights outlined in the UUPK include the right to get safe and comfortable products and services as well as the right to accurate and transparent information about the goods purchased (Nugroho and Gunadi, 2024). Business actors are also required by the UUPK to be honest in their advertisements and promotions so as not to deceive consumers. Sometimes, when buying something online, the actual product may not match the description or image displayed in the

catalog. According to Article 19 of the UUPK, customers can ask for compensation by filing a formal complaint.

ITE Law No. 11 of 2008, which has been amended by Law No. 19 of 2016, regulates online buying and selling transactions in addition to the UUPK. Matters concerning electronic transactions, including protection for online buyers, are codified under the ITE Law. The receipt of electronic documents and signatures as valid evidence in *online transactions* is an important aspect of the ITE Law.

The transmission of misleading information, online fraud, and theft of personally *identifiable information* (PII) that is commonly used in cybercrime is also prohibited by the ITE Act. Law enforcement related to violations of electronic transactions is one of the areas that has been strengthened by amendments made in Law No. 19/2016 (Syam and Miroharjo, 2022). Customers' personal information is a common target for cybercriminals, so securing it is a top priority. When customers shop *online*, many companies record their names, addresses, phone numbers, and even credit card details. Customers can hold *the e-commerce* platform accountable if their personal information is used inappropriately or revealed as a result of their carelessness. Therefore, the ITE Law and its amendments emphasize the importance of data security and confidentiality for all parties involved in data management.

Several laws, such as the ITE Law and the Consumer Protection Law, are present to ensure the safety of online *shoppers*. One of the regulations that further discusses the rights and responsibilities of business actors and consumers in *online* transactions is Government Regulation No. 80 of 2019 concerning Trade Through Electronic Systems (PP PMSE). This PP MSE mandates all online sellers to clearly display all relevant information about their products and services, including prices, specifications, and ways for customers to report issues with their purchases.

Customers can obtain information before making a purchase and can claim their rights in the event of a dispute. There are still many obstacles to building consumer protection in *online transactions*, even though there are many rules in place. Consumers' lack of knowledge of their rights is a major obstacle. Due to a lack of understanding of the submission process or the impression that the process is too complicated, many customers are hesitant to file a complaint. In addition, there must be an increase in cracking down on violators of the rules in the corporate world, especially in terms of handling cases of internet fraud committed by companies that do not have the proper licenses. So, to make the digital transaction ecosystem more secure, more people must engage and cooperate with governments, *e-commerce platforms*, and the general public.

To keep up with the ever-changing *developments of online* transactions, consumer protection laws need to be revised to accommodate the rapid evolution of technology. On the one hand, the Government must increase its supervision of online companies, especially *e-commerce* platforms, to ensure that they implement strong and transparent consumer protection measures. On the other hand, they must also be more careful when making purchases by first trying to understand their rights guaranteed by law, such as the right to clear information about the products or services purchased, the right to obtain goods or services according to the description provided, the right to file complaints and get dispute resolution in case of problems, and the right to personal data protection in every transaction. Consumers are advised to only transact through trusted platforms and have a clear protection policy to avoid potential risks such as fraud or violation of consumer rights. A safer, more transparent, and sustainable digital transaction ecosystem can be realized in Indonesia if strict regulations go hand in hand with increased consumer awareness.

Rights and Obligations of the Parties to the Online Sale and Purchase Agreement

The use of electronic contracts in purchase and sale transactions is growing along with technological advances and digitalization in this modern era. Electronic contracts allow transactions to be carried out faster, more efficiently, and practically without the need for face-to-face contact

between the seller and the buyer. The success of the transaction is highly dependent on the implementation of the rights and responsibilities of each party involved. The Seller is obliged to provide goods or services in accordance with the agreement, provide transparent information about the products offered, and ensure that the delivery is carried out on time and in conditions in accordance with the description that has been agreed. The Buyer has the responsibility to make payments in accordance with the stipulated conditions, provide correct information regarding the identity and delivery address, and comply with the terms agreed in the contract.

In order for this transaction to run smoothly and avoid potential disputes in the future, the applicable laws and regulations must be used as a legal basis in the preparation of electronic contracts. Some relevant regulations include the Civil Code (KUHPerdata) which regulates the agreements and obligations of the parties in buying and selling transactions, and Law Number 8 of 1999 concerning Consumer Protection which provides protection for buyers' rights in the event of irregularities in transactions. Furthermore, regulations related to electronic commerce, such as the ITE Law, also have an important role in ensuring that digital transactions are carried out securely and have legal force. With this regulation that regulates electronic transactions, both sellers and buyers have clear legal certainty in exercising their rights and obligations, so that they can minimize the risk of disputes and increase trust in the digital commerce ecosystem.

To ensure the transaction runs smoothly and without disputes, it is highly regarded that it is important for both parties to fulfill their responsibilities and rights. The law protects the main rights of sellers as business actors in online buying and selling operations. The main right is the right to get payment money at an agreed price. There are many different payment methods that are commonly used in *online transactions*, including electronic wallets, bank transfers, and escrow systems offered by *e-commerce platforms* (Rahman, 2024). Legal protection that guarantees that sellers will get paid for their merchandise.

In addition, the seller reserves the right to obtain accurate information from the customer, including the shipping address and a valid phone number. To avoid errors or excessive delays in delivery, it is very important for buyers to provide complete and precise information. When running an *online* business, sellers have rights and responsibilities that must be met. Delivering what is ordered by the customer according to the details provided in the market is the main responsibility. This means that the buyer has the right to expect the goods to be of the same quality and condition as described.

The customer has the right to request a refund, replacement, or submit a complaint if the seller ships a defective or misrepresented product. Staying on time for the agreed delivery is another responsibility. Many online marketplaces force vendors to meet strict processing and shipping deadlines. Vendors risk losing consumer trust and being fined the platform if they don't meet these requirements. In *online* transactions, buyers have rights that must be respected by sellers and *e-commerce* platforms. One of the main rights is to receive goods or services as promised in a timely manner. If the item received is damaged, defective, or not as described, the buyer reserves the right to request a return or request a refund in accordance with the applicable policy. Buyers have the right to transparent product information, including prices, features, specifications, availability, and shipping and return policies. Through clear information, buyers can make the right decision and avoid losses after the transaction takes place.

The most important thing to do is to pay the agreed amount. Once payment has been made, the buyer does not have the right to terminate the transaction unilaterally, unless there are special circumstances permitted by the return policy or relevant laws and regulations. For the shipping procedure to run smoothly, the buyer must provide accurate information such as the shipping address and actual phone number. The buyer is obliged to ensure that correct information is provided to the seller to avoid problems with the product not reaching the destination.

Sellers are obliged to guarantee that the products they sell do not infringe on consumer rights under consumer protection laws. As a general rule, all goods sold must be in usable condition in

accordance with the Consumer Protection Act. Misleading or deceptive activities, such as providing inaccurate information to customers, hiding defects in products, or trying to get out of their legal obligations, are also not allowed for sellers. The buyer has the right to seek redress through legal channels or by registering a complaint with the consumer protection agency if the seller violates this provision. When making purchases online, buyers also have a responsibility to do so in good faith. An example of acting in good faith is refraining from doing anything that could harm the seller, such as sending a return on fraudulent grounds, canceling an order without providing a valid explanation, or taking advantage of a return policy. Some dishonest customers try to commit fraud through the *e-commerce* system by, for example, saying that they did not receive the goods on arrival or by returning them in an inappropriate state. This kind of behavior can lead to penalties from the *e-commerce platform* or possibly legal action from the seller against the buyer.

To build a fair and transparent partnership, it is important for both parties to exercise their responsibilities and rights equally in online trading transactions. Sellers have an obligation to provide high-quality goods delivered on time to customers, while buyers have a responsibility to pay accurately and not abuse their rights. The *e-commerce* ecosystem can thrive and provide consumers with a safer and more disrupt-free buying experience if rules are set and everyone follows them.

Risks and Legal Problems in Online Buying and Selling

The development of technology and digitalization has brought convenience in various aspects of life, including buying and selling transactions. E-commerce is now the main choice for many people because of its ease of accessing goods or services without having to go to a physical store. However, behind this convenience, there are various risks and legal problems that often occur, such as fraud, default, and abuse of return policies. Although the government and *e-commerce* platforms have made efforts to provide protection for consumers and business actors, there are still many legal loopholes that can be exploited by irresponsible parties.

One of the biggest risks in online buying and selling is fraud. Fraud in *online* transactions can occur in various forms, ranging from sellers who do not send goods after payment has been made, delivery of counterfeit goods or different from the description, to buyers who make payments by unauthorized methods (Handayani, 2023). Scams can occur in the form of fake online stores created with a professional look to convince potential buyers, but once the payment is made, the store disappears without a trace. There are also cases where cybercriminals use the identities of trusted sellers to deceive buyers. In cases like these, it is difficult for victims to get their money back because the perpetrator usually uses payment methods that are difficult to track or take advantage of weak platform policies in dealing with fraud.

Another problem that often occurs in online buying and selling is default. Default occurs when one of the parties to the sale and purchase agreement does not fulfill its obligations as agreed. In the scope of *e-commerce*, defaults can be committed by both sellers and buyers. For example, a seller might ship an item that doesn't match the order or send a defective item without prior information to the buyer. Buyers can commit defaults, for example by canceling an order after the goods have been delivered or not making payments according to the agreement. In the case of a default, the resolution is often difficult because many *online* transactions are made without a clear legal agreement, making it difficult to determine who should be legally responsible.

Another problem that often arises is the misuse of the return policy. Many *e-commerce* platforms have policies that allow shoppers to return items if they are dissatisfied with the products received. This policy is often abused by irresponsible parties. There are buyers who deliberately buy an item, use it for a while, and then return it with a made-up excuse.

Although there are risks and legal problems in online buying and selling, efforts to solve them are still a big challenge. Many victims of cybercrime or fraud in online transactions have difficulty

getting justice because of the difficulty of tracking the perpetrators or because the transaction value is small so that it is considered not significant enough to be processed legally. In addition, many transactions are carried out through platforms based abroad, making it difficult to enforce national laws against perpetrators in different jurisdictions. Consumers and sellers should be more careful in choosing a transaction platform, using secure payment methods, and ensuring that all transactions are well-documented to reduce the risk of legal issues.

To reduce the risk of fraud and default, both buyers and sellers need to understand their rights and obligations in *online* transactions. Consumers should ensure that they buy from reputable sellers, read product descriptions carefully, and use payment methods that have a fraud protection mechanism in place (Adabi and Jhowanda, 2024). Sellers should ensure that they have clear policies regarding returns, properly package items, and provide transparent information to buyers. Governments and *e-commerce* platforms also have a major role to play in providing stricter regulations, such as seller identity verification, an escrow system to hold payments until goods are well received, and more effective dispute resolution mechanisms.

Online buying and selling offers convenience and efficiency, but it also has a variety of legal risks to be aware of. Fraud, defaults, and misuse of return policies are some of the main problems that often occur in digital transactions. All parties involved in the *e-commerce* ecosystem must be more careful, understand their respective rights and obligations, and use platforms that have a good protection system. Stricter regulations and more effective legal mechanisms are needed to create a safer and more reliable online transaction environment. If all parties can work together to overcome these challenges, then *online* trading can be a better and safer trading solution for everyone.

The Role of E-Commerce Platforms in Ensuring Legal Protection

E-commerce *platforms* have a major role in ensuring legal protection for consumers and sellers by implementing policies and mechanisms that ensure transactions run safely and fairly. One of the main aspects is consumer protection regulation, where *e-commerce* platforms provide terms and conditions that are binding on all parties to the transaction. Platforms such as Shopee, Tokopedia, and Lazada implement an *escrow* or joint account system, where new consumer payments are forwarded to the seller after the goods are received in good condition. The existence of a complaint service and a refund guarantee provides additional security for consumers in the event of a problem with the transaction.

From the seller side, *e-commerce* platforms also seek to protect them from adverse actions, such as unauthorized transaction cancellations or false claims from consumers. Many platforms provide policies that require buyers to provide strong evidence before applying for a return or refund. Policies regarding the protection of intellectual property rights are also implemented to prevent the practice of plagiarism or theft of product designs. Through product verification and monitoring systems, sellers can be better protected from unfair competition or fraudulent actions committed by other parties.

The dispute resolution mechanism is also an important aspect of the legal protection provided by *e-commerce* platforms. Many *marketplaces* provide mediation or arbitration services for users who have disputes, either between consumers and sellers or with third parties. With this mechanism, problem solving can be done faster than conventional legal channels. Some platforms also work closely with consumer protection authorities to deal with certain cases that require further intervention.

E-commerce *platforms* ensure compliance with applicable regulations in various countries by implementing policies related to personal data protection and digital transactions. In this scope, compliance with regulations such as the Personal Data Protection Law is the main key in maintaining the security of user information. Many platforms use encryption and dual authentication to prevent data leaks as well as protect user accounts from cyberattacks.

The role of *e-commerce* platforms in ensuring legal protection for consumers and sellers is crucial in the digital commerce ecosystem. With consumer protection policies, security for sellers, dispute resolution mechanisms, and regulatory compliance, *e-commerce* platforms are able to create a safer and more reliable transaction environment. However, challenges remain, especially in dealing with increasingly sophisticated fraud and ensuring that the policies implemented truly protect all parties.

Dispute Resolution Mechanism in Electronic Transactions

In the increasingly growing digital era, electronic transactions have become an indispensable part of daily life. Along with the increasing number of transactions, the potential for disputes between the parties is also getting bigger. Disputes in electronic transactions can arise due to various factors, such as default, breach of contract, fraud, data theft, or violation of consumer rights. Therefore, an effective dispute resolution mechanism is needed to ensure that the rights of the parties remain protected and electronic transactions can take place safely and reliably. In the legal system, dispute resolution can be done through litigation in court or through alternative mechanisms such as mediation, arbitration, and negotiation which are often more efficient and faster in resolving disputes.

Dispute resolution through the courts (litigation) is a formal mechanism carried out under the jurisdiction of the judicial institution. In the scope of electronic transactions, the court has the authority to adjudicate disputes related to transactions carried out online (Purba et al., 2023). The litigation process involves a series of strict legal procedures, including filing a lawsuit, examining evidence, trial, and issuing a binding judge's decision. The main advantage of settlement through the courts is the existence of legal certainty and clear executory force of the judgment rendered. However, litigation is often considered a time-consuming, high-cost, and complex procedure, so many parties prefer an alternative dispute resolution (ADR) mechanism.

One of the ADR methods that is widely used in resolving electronic transaction disputes is mediation. Mediation is the process of resolving disputes that is carried out with the help of a neutral third party, called a mediator, to help the parties reach a mutual agreement. Mediation has advantages in terms of flexibility, lower costs, and a relatively shorter time compared to litigation. The mediation process prioritizes communication and compromise between the parties, so that it can maintain business relationships or partnerships that may be disrupted if the dispute is resolved through the court. In the sphere of electronic transactions, mediation is often the top choice for consumers and business actors who want to resolve disputes peacefully and efficiently.

Arbitration is a dispute resolution mechanism that is widely used in electronic transactions, especially for companies or business people who have agreements that include arbitration clauses. In arbitration, the parties appoint an arbitrator or panel of arbitrators to render a binding decision, without the need to go through a lengthy judicial process. Arbitration has advantages in terms of confidentiality, speed of dispute resolution, and the freedom for the parties to choose arbitrators who have special expertise in a particular field. Although arbitration is considered more efficient than litigation, the costs incurred are often quite high, especially in international arbitrations involving the laws of different countries.

Furthermore, there is also a negotiation mechanism that is often used in resolving electronic transaction disputes. Negotiation is a process in which the parties to the dispute try to reach an agreement directly without involving a third party. Negotiations are often the first step before the parties decide to use mediation or arbitration. In electronic transactions, negotiations can be carried out through various digital communication platforms, such as email, teleconferencing, or instant messaging applications. The main advantage of negotiation is its flexibility, as well as relatively lower costs compared to other dispute resolution methods. The selection of a dispute resolution mechanism in electronic transactions depends on the needs and preferences of the parties involved. If the parties want legal certainty and a binding decision, then litigation or arbitration may be the right choice. However, if the parties want to resolve the dispute in a more flexible and efficient way, then

mediation or negotiation may be a better alternative. In practice, a combination of these different methods is also often used to achieve optimal results.

Case Studies

A case study on *reseller* and *dropshipper* practices in online buying and selling at the Dumai Wawaaashop.id Store, as reviewed in a study conducted by Fadhilatul Husna and Muhamad Aji Purwanto (2024), provides an in-depth overview of how this system is applied in the world of digital commerce (Husna and Purwanto, 2024). In the study, it was explained that Wawaaashop.id adopted 2 (two) main methods in selling their products, namely the *reseller* and *dropship* systems. Although both systems aim to resell products from *suppliers*, there are fundamental differences in their operational mechanisms. Store owners use more *dropshipping* systems than *resellers* because they are considered to have less risk. In the *dropshipping* system, Wawaaashop.id parties do not need to keep their own stock of goods, but only act as intermediaries who promote products from *suppliers* to consumers. After an order, the *supplier* will directly send the goods to the buyer on behalf of Wawaaashop.id.

The *reseller* system, which is also implemented in this store, requires store owners to first buy a certain amount of products before reselling them to consumers. It allows stores to have their own stock of goods and gives them the freedom to define marketing concepts, such as taking photos of their own products to make them more attractive. By having your own stock, Wawaaashop.id can be more flexible in setting up marketing and shipping strategies. In *reseller* practice, store owners act like retail traders who stock, process orders, and deliver goods to customers. Although this system allows for higher profit margins than *dropshipping*, the risks are also greater, especially related to the initial capital that must be spent to purchase goods and the possible losses due to unsold goods. In the *dropshipping* system, when there are customers who want to buy products, they will place an order through Wawaaashop.id platform, such as Instagram, WhatsApp, or TikTok. After the payment is received by the store, the store owner forwards the order to the *supplier*. The supplier will then package and deliver the goods directly to the buyer using the name of the Wawaaashop.id store. The profit obtained by the store comes from the price difference between the original price of the goods from the *supplier* and the selling price set by the store. The benefits obtained in this system vary, ranging from IDR 2,000 to IDR 15,000 per product, depending on the agreement with the supplier.

In the *reseller* system, the transaction mechanism is slightly different. Consumers will directly buy goods from Wawaaashop.id, which means that the store must stock and manage the goods sold themselves. After receiving the order, the store owner will process the order directly and arrange for the delivery of the goods to the buyer. The profits in a *reseller* system are usually greater than *dropships*, but they require a larger initial capital. In the study, it was stated that the price given to buyers already includes the original price of the goods, shipping costs, and profits that will be obtained by the store. From the perspective of conventional economic law, *reseller* and *dropshipping* practices in Wawaaashop.id are analyzed based on relevant contracts in Islam, such as *salam* contracts and *wakalah* contracts. In the *dropshipping* system, the contract used is the *wakalah* contract, where the store acts as a representative of the supplier in selling goods to customers. As long as there is no element of fraud or unclear information about the products sold, the *dropshipping* system can be justified in Islam.

In the *reseller* system, the contract used is more like a regular sale and purchase contract, where the store owner buys the goods first and then resells them at a higher price. As long as the transaction is done clearly and there is no element of fraud, this system is also allowed in Islam. However, the challenge that may arise in this practice is the risk of unsold goods that can cause losses to resellers. In conventional economic law, traders who use the *reseller* system are encouraged to sell goods in a fair manner and not to speculate excessively so as not to incur unexpected losses.

This research raises potential problems that often arise in dropshipping and *reseller* practices, such as delays in the delivery of goods, errors in packaging, and the presence of fraud elements in transactions. In some cases, there are individuals who abuse this system by offering products that do not actually exist or providing inaccurate information to buyers. In order for transactions in the *dropship* and reseller systems to remain in accordance with sharia principles, sellers must ensure that they sell goods that are truly available, provide honest information, and do not engage in practices that can harm consumers

4. CONCLUSION

This study concludes that legal protection in online buying and selling transactions must ensure security and fairness for all parties. E-commerce has increased the need for legal protection so that consumers and sellers can transact safely. Consumer rights including access to secure products and transparent information are protected by laws such as the Consumer Protection Act (UUPK). The analysis in this paper shows that there are still legal gaps, especially in dispute resolution and law enforcement of digital transactions.

Improving legal literacy among e-commerce players, both consumers and sellers, is important so that they understand their rights and obligations and how to resolve disputes legally. This research also shows that Indonesia's legal protection for *online* transactions must adapt to technological advances and global digital trade norms. Enforcement of e-commerce laws and laws in Indonesia still needs to be improved compared to other countries that have better consumer protection regimes. The study suggests more aggressive management of the digital ecosystem, including the supervision of *online businesses* and the application of international norms.

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