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# A Critical Review of Shopee's Consumer Compensation Policies: An Indonesian Legal Perspective

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*Original Article*

## Abstract

The rapid growth of e-commerce in Indonesia has led to a significant rise in digital transactions; however, this expansion has not been accompanied by a commensurate advancement in the effectiveness of consumer protection, particularly regarding compensation mechanisms. This study aims to examine the extent to which the compensation system on the Shopee platform safeguards consumer rights both procedurally (in terms of accessibility and transparency) and substantively (in terms of fairness of compensation). It also seeks to identify the power imbalance between business actors and consumers and to evaluate the application of Article 19 of Law Number 8 of 1999 on Consumer Protection within the context of digital transactions. Employing a normative legal approach and qualitative analysis of relevant regulations, platform policies, and user case studies, the study reveals that Shopee's compensation mechanism remains inadequately transparent and equitable, with significant dominance by business actors. This structural imbalance undermines the effective protection of consumer rights. The findings highlight the urgent need for regulatory reinforcement and the development of a more solution-oriented online dispute resolution framework.

**Keywords:** *Consumer Protection, E-Commerce, Compensation, Bargaining Position*

## Abstrak

Perkembangan *e-commerce* di Indonesia telah mendorong peningkatan transaksi digital, namun belum diimbangi dengan efektivitas perlindungan konsumen, khususnya dalam mekanisme ganti rugi. Penelitian ini bertujuan untuk menganalisis sejauh mana sistem kompensasi di platform Shopee mampu melindungi hak-hak konsumen secara prosedural (aksesibilitas dan transparansi) maupun substansial (keadilan atas kompensasi), mengidentifikasi ketimpangan posisi tawar antara pelaku usaha dan konsumen, serta mengevaluasi implementasi Pasal 19 Undang-Undang Nomor 8 Tahun 1999 tentang Perlindungan Konsumen dalam transaksi digital. Dengan menggunakan pendekatan yuridis normatif dan analisis kualitatif terhadap regulasi, kebijakan platform, serta studi kasus pengguna, penelitian ini menemukan bahwa mekanisme ganti rugi di Shopee masih belum sepenuhnya transparan dan adil, serta didominasi oleh pelaku usaha. Ketimpangan posisi tawar berdampak pada lemahnya perlindungan hak konsumen. Kesimpulannya, diperlukan penguatan regulasi dan sistem penyelesaian sengketa daring yang lebih solutif.

**Kata kunci:** *Perlindungan Konsumen, E-Commerce, Ganti Rugi, Posisi Tawar*

## 1. INTRODUCTION

The advancement of digital technology has significantly transformed consumption patterns in Indonesian society, particularly through the rapid expansion of the e-commerce sector. Over the past decade, e-commerce has evolved from being a mere alternative to becoming the primary channel for the trade of goods and services. Shopee, one of the largest e-commerce platforms in Indonesia, records transaction volumes amounting to billions of rupiah annually. The platform offers a range of transactional conveniences such as seamless payment systems, instant delivery options, and digital credit services like *SPayLater*. However, alongside this technological progress, various legal issues have emerged that directly affect consumer rights.

One of the most pressing concerns in e-commerce practice is the imbalance of bargaining power between consumers and business actors. On platforms like Shopee, consumers often occupy a vulnerable position when facing issues such as product discrepancies, delayed deliveries, or data breaches involving personal information. Frequently, attempts by consumers to file complaints or seek compensation are met with administrative and structural barriers. The platform's customer service and dispute resolution features are often perceived as ineffective, lacking transparency, or biased in favor of sellers. These concerns raise critical questions about the extent to which consumer legal protection is realized in Indonesian e-commerce practice.

Although consumer rights are normatively guaranteed under Law Number 8 of 1999 on Consumer Protection (UUPK)—which affirms the right to comfort, safety, and redress—the practical enforcement of these rights remains inconsistent. Complementary provisions in Law Number 11 of 2008 on Electronic Information and Transactions (ITE Law) and its implementing regulations also uphold principles of fair and accountable digital transactions. Nevertheless, the application of these legal standards—especially on large-scale platforms like Shopee—has not fully ensured legal certainty or effective protection for consumers who suffer harm.

Moreover, the principle of business actor liability for consumer losses, as outlined in Article 19 of the UUPK, remains challenging to implement in practice. Consumers frequently face difficulties when seeking compensation for non-conforming goods, defective products, or returned packages—often due to opaque or one-sided contractual terms embedded in platform policies. Shopee, due to its large transaction volume, has become a focal point in studies on consumer law, which highlight risks related to power asymmetry, personal data misuse, and compensation inefficiencies.

For instance, Sasmita explored data misuse in Shopee's *SPayLater* service, where consumer information was used without consent in digital lending schemes. The study underscores the need for robust personal data protection as a fundamental component of consumer rights in digital environments. Helena further argues that business actors are legally obligated to ensure data confidentiality and can be held accountable through

both litigation and non-litigation processes.<sup>1</sup> Similarly, Michelle et al. investigated seller liability in cases of non-conforming goods, emphasizing the role of good faith and transparent dispute resolution procedures.<sup>2</sup> Meanwhile, Molle et al. examined Shopee's role in providing remedies for product-related losses, concluding that the platform holds explicit responsibilities through mechanisms like the Shopee Guarantee and internal loss-reporting systems.<sup>3</sup>

Muna et al. focus their study on Shopee's obligations regarding purchases from overseas sellers. Their findings indicate that Shopee remains responsible for providing compensation in the event of shipping errors, and that consumers may seek redress through various legal avenues, including the Indonesian Consumers Foundation (YLKI), judicial proceedings, or Shopee's help center.<sup>4</sup> Similarly, Ram et al. normatively and descriptively examine consumer legal protection in Shopee's online transactions. They conclude that although consumer protection is formally regulated under several legal instruments, including the Consumer Protection Law (UUPK) and the Electronic Information and Transactions Law (ITE Law), its implementation remains inconsistent, with consumer rights often overlooked in practice.<sup>5</sup>

From an Islamic legal perspective, Madani and Iswandi argue that despite Shopee offering convenience in transactions, the risk of loss due to non-compliant products or fraud remains high. Therefore, they call for stronger legal safeguards, including those grounded in Islamic ethical and justice principles.<sup>6</sup> Further, Putri and Danyathi address issues of courier default, particularly regarding the unilateral return of goods. They contend that such conduct violates the principle of good faith and gives rise to Shopee's legal liability, which may be pursued through litigation or through the Consumer Dispute Settlement Agency (BPSK).<sup>7</sup> A similar concern is raised by Rafi'ani, who

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<sup>1</sup> Helena Toshely Sasmita, "Tanggung Gugat Pelaku Usaha Atas Kerugian Konsumen Akibat Penyalahgunaan Data Pribadi Konsumen Dalam Kaitan Dengan Transaksi Belanja Online Melalui Marketplace Shopee Menggunakan Model Pembayaran Spaylater" (Universitas Airlangga, 2022), [https://all.fh.unair.ac.id/index.php?p=show\\_detail&id=22061](https://all.fh.unair.ac.id/index.php?p=show_detail&id=22061).

<sup>2</sup> Josephine Grace Michelle, Salwa Farras Aurelia, and Gilbert Valentino Dimas, "Pertanggungjawaban Ganti Rugi Atas Barang Yang Tidak Sesuai Berdasarkan Asas Itikad Baik," *Jurnal Ilmu Hukum: Alethea* 6, no. 1 (2024): 39–50, <https://doi.org/10.24246/alethea.vol6.no1.p39-50>.

<sup>3</sup> Ari Apriatman Molle, Teng Berlianty, and Agustina Balik, "Perlindungan Hukum Terhadap Konsumen Shopee Atas Barang Yang Tidak Sesuai Dengan Deskripsi Produk," *Pattimura Law Study Review* 1, no. 1 (2023): 1–15, <https://doi.org/10.47268/palasrev.v1i1.9969>.

<sup>4</sup> Nikmal Muna, Eka Kurniasari, and Lena Farsia, "Tanggung Jawab Perdata Platform E-Commerce Shopee Dalam Melindungi Konsumen Terhadap Kesalahan Pengiriman Barang Dari Toko Luar Negeri," *Jurnal Ilmiah Mahasiswa Bidang Hukum Keperdataan* 8, no. 2 (2024): 426–36, <https://jim.usk.ac.id/perdata/article/view/31293>.

<sup>5</sup> Sandya Hasina Ram, Nurasih Harahap, and Teuku Maharany Daudsyah, "Perlindungan Hukum Konsumen E-Commerce Terhadap Pembelian Barang Yang Tidak Sesuai Deskripsi Di Marketplace Shopee," *Jurnal Hukum Dan Kemasyarakatan Al-Hikmah* 5, no. 2 (2024): 96–106, <https://doi.org/10.30743/jhah.v5i2.9436>.

<sup>6</sup> Anisa Alya Madani and Irvan Iswandi, "Analisis Terhadap Penerapan Perlindungan Konsumen Dalam Jual Beli Online Pada Aplikasi Shopee Menurut Perspektif Hukum Islam: Studi Kasus Mahasiswa Institut Agama Islam Az-Zaytun Indonesia Fakultas Syariah," *Jurnal Penelitian Multidisiplin Ilmu* 1, no. 4 (2022): 805–814, <https://doi.org/10.59004/metta.v1i4.263>.

<sup>7</sup> I Dewa Ayu Oka Suwasthiari Putri and Ayu Putu Laksmi Danyathi, "Perlindungan Hukum Bagi Konsumen Atas Pengembalian Paket Secara Sepihak Oleh Kurir Pada Marketplace Shopee," *Kertha Negara: Journal Ilmu Hukum* 11, no. 10 (2023): 1164–72, <https://ojs.unud.ac.id/index.php/kerthanegara/article/view/108290>.

discusses deceptive pricing strategies, such as fake discounts, as a form of price manipulation that undermines consumer bargaining power—exacerbated by the presence of one-sided standard form contracts.<sup>8</sup> Handayani emphasizes that Shopee's liability for default is generally outlined in its terms and conditions, with compensation typically provided in the form of refunds or product replacement. However, the study does not address the effectiveness of these remedies in achieving substantive justice.<sup>9</sup>

Although existing studies have examined various aspects of consumer legal protection on Shopee, few have offered a focused critique of the platform's compensation mechanism within its opaque and complex digital ecosystem. This study contributes original insights by critically analyzing the structural imbalance in bargaining positions between consumers and business actors within the compensation framework. It also evaluates the adequacy of current legal instruments in concretely restoring consumer rights. Furthermore, it proposes contextually grounded legal recommendations to promote justice in digital consumer transactions.

Accordingly, this study aims to critically assess the regulatory framework and practical implementation of compensation mechanisms on the Shopee platform in addressing common consumer grievances—such as non-conforming goods, delivery delays, and barriers to filing compensation claims. The primary objectives are as follows:

- 1) To analyze the extent to which Shopee's compensation mechanism provides effective consumer protection, from both procedural (accessibility and transparency) and substantive (fairness of compensation) perspectives;
- 2) To identify forms of inequality in the bargaining position between business actors and consumers and examine their implications for the enforcement of consumer rights in dispute resolution and compensation practices on digital platforms;
- 3) To evaluate the implementation of Law Number 8 of 1999 on Consumer Protection—particularly Article 19, which regulates business actors' liability for consumer losses—within the increasingly complex landscape of digitalized e-commerce transactions.

## 2. RESEARCH METHODOLOGY

This study adopts a normative legal approach, which emphasizes the examination of positive legal norms related to consumer protection in electronic transactions—particularly the compensation mechanism employed by the Shopee e-commerce platform. This approach is deemed appropriate given the study's focus on assessing the

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<sup>8</sup> Kharisma Rafi'ani, "Tinjauan Yuridis Terhadap Perlindungan Konsumen Mengenai Diskon Palsu Dalam Bertransaksi Elektronik," *Sapientia Et Virtus* 8, no. 2 (2023): 261–276, <https://doi.org/10.37477/sev.v8i2.436>.

<sup>9</sup> Rahmi Handayani, "Pertanggungjawaban Marketplace Atas Kerugian Yang Dialami Oleh Konsumen Pada Transaksi Jual Beli Online Dengan Sistem Pre Order," *Jurnal Notarius* 1, no. 2 (2022): 301–12, <https://jurnal.umsu.ac.id/index.php/notarius/article/view/15720>.

effectiveness of existing regulations, the normative authority of statutory provisions, and their application within the legal relationships between consumers and digital-based business entities.

The research utilizes a range of legal data sources. Primary legal materials include Law Number 8 of 1999 on Consumer Protection (UUPK), the Electronic Information and Transactions Law (ITE Law), Government Regulation No. 80 of 2019 on Trade Through Electronic Systems, and relevant provisions of the Indonesian Civil Code. In addition, Shopee's Terms and Conditions are analyzed as a form of standard contract that outlines the rights and obligations of consumers. Secondary legal materials consist of legal literature, peer-reviewed journal articles, previous research findings, and reports from consumer protection institutions such as the Indonesian Consumers Foundation (YLKI). Tertiary legal materials, including legal dictionaries and encyclopedias, are also consulted to clarify legal concepts and strengthen theoretical understanding.

Data were collected through a literature review and analyzed using a qualitative descriptive-analytical method. The analysis focuses on key legal aspects such as the right to compensation, contractual obligations of business actors, and the pursuit of substantive justice within Shopee's refund and return policies. To provide contextual depth, the study also incorporates secondary data from consumer complaint records and media reports. The findings aim to deliver a comprehensive evaluation of, and constructive recommendations for, the effectiveness of legal protection mechanisms available to consumers in Indonesia's digital marketplace.

### **3. RESEARCH RESULT AND DISCUSSION**

#### **3.1. The Compensation Mechanism on Shopee in the Context of Consumer Protection**

This study critically examines the effectiveness of Shopee's compensation mechanism in providing optimal protection for Indonesian consumers. The analysis focuses on two core dimensions: procedural aspects, including the accessibility and transparency of the claims process; and substantive aspects, particularly the fairness and adequacy of compensation. These aspects are assessed within the framework of Indonesian civil law, consumer protection law, and electronic commerce regulations. Additionally, the study explores Shopee's compliance with the principle of default in digital transactions and highlights discrepancies between national legal standards and the platform's actual practices.

The findings indicate that, procedurally, Shopee's compensation mechanism falls short of fully reflecting the principles of accessibility and transparency as mandated by Law No. 8 of 1999 on Consumer Protection and Government Regulation No. 80 of 2019 on Electronic Commerce. While the "Return of Goods & Funds" feature provides a formal channel for submitting refund claims, the implementation is governed

exclusively by Shopee's internal policies. The platform maintains unilateral authority to evaluate consumer-submitted evidence and to issue decisions without offering an independent or transparent appeals process.

From a substantive perspective, the compensation granted is frequently inadequate and disproportionate to the actual losses suffered by consumers. Case analyses reveal that, in many instances, consumers received only partial refunds despite experiencing total losses, with administrative justifications that lacked transparency. Such practices contradict Article 19 of the Consumer Protection Law, which explicitly requires full compensation without unilateral reductions.

Furthermore, the study identifies a significant imbalance in the contractual relationship, as reflected in Shopee's Terms and Conditions. The inclusion of a mandatory international arbitration clause in Singapore applicable to all users effectively restricts the rights of Indonesian consumers to fast, simple, and low-cost dispute resolution as guaranteed under Article 4(c) of the Consumer Protection Law. This clause also undermines the principle of contractual fairness as outlined in Article 1338 of the Civil Code, which requires agreements to be executed in good faith.

These findings suggest that default in Shopee's e-commerce transactions extends beyond technical failures—such as delivery of incorrect items or delays—to normative defaults, where consumers' rights to fair compensation and accessible dispute resolution are systematically denied. Under Indonesian law, such breaches align with the definitions of default and obligation to provide compensation outlined in Articles 1234 and 1243 of the Civil Code. The platform's digital structure complicates accountability, especially in cases involving third-party logistics providers. Shopee frequently distances itself from direct liability by attributing responsibility to sellers, despite actively facilitating transactions and holding consumer funds through an escrow system.

Applying a progressive legal interpretation, Shopee's role must be understood not merely as a passive intermediary but as a party bearing legal responsibility for transaction outcomes. Accordingly, the practice of shifting liability solely to sellers lacks a sound legal basis. Finally, the absence of a fair and accountable appeals mechanism for refund decisions presents a structural barrier to effective consumer protection. This condition underscores Shopee's dominant control over the dispute resolution process and reflects a violation of the due process principle fundamental to modern consumer law.

The findings of this study are consistent with previous research that highlights the dominance of e-commerce platforms in formulating unilateral contractual clauses and the limited accountability of electronic system providers. This study reinforces the critique that national legal instruments—such as the Consumer Protection Law and Government Regulation on Electronic Commerce (PP PMSE)—have yet to effectively

address the complexities inherent in digital legal relationships.<sup>10</sup> In contrast to the findings of Muna et al., which interpret the enhancement of Shopee's online complaint mechanisms as indicative of progress, this study argues that such developments remain largely procedural and fail to address substantive justice—particularly regarding the lack of transparency in claim rejections and the unequal treatment of consumers.<sup>11</sup> This divergence in findings may be attributed to differing methodological frameworks; while Muna et al. adopt a descriptive approach, the present study employs a normative-critical analysis grounded in actual consumer case studies.

Based on the foregoing analysis, it is evident that Shopee's current compensation mechanism does not provide effective and equitable protection for Indonesian consumers. This ineffectiveness is attributable to three core factors:

- 1) Non-transparent and closed internal procedures, which exclude the involvement of external oversight bodies such as the Consumer Dispute Settlement Agency (BPSK);
- 2) Inadequate compensation schemes that are disproportionate to the actual losses suffered by consumers, with limitations on the form of redress (e.g., compensation in the form of vouchers rather than full refunds);
- 3) Exclusive and biased legal provisions, including mandatory foreign arbitration clauses and finality terms that effectively preclude consumers from pursuing claims through domestic legal mechanisms.

These findings underscore the urgent need for regulatory reform, particularly through the revision of Law No. 8 of 1999, to enhance its responsiveness to the evolving dynamics of digital commerce. Such reform should include explicit recognition of platform operators as active business actors with direct liability and mandate the provision of an independent, accessible, and affordable online dispute resolution (ODR) system. Furthermore, this study affirms the necessity of harmonizing Indonesia's national legal framework with emerging international standards, drawing on instruments such as the European Union's Digital Services Act and the ASEAN Online Dispute Resolution Network as normative and structural benchmarks for developing robust digital consumer protection policies.

### **3.2. Forms of Inequality in Bargaining Power Between Business Actors and Consumers in E-Commerce Transactions**

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<sup>10</sup> Madani and Iswandi, "Analisis Terhadap Penerapan Perlindungan Konsumen Dalam Jual Beli Online Pada Aplikasi Shopee Menurut Perspektif Hukum Islam: Studi Kasus Mahasiswa Institut Agama Islam Az-Zaytun Indonesia Fakultas Syariah"; Michelle, Aurelia, and Dimas, "Pertanggungjawaban Ganti Rugi Atas Barang Yang Tidak Sesuai Berdasarkan Asas Itikad Baik."

<sup>11</sup> Muna, Kurniasari, and Farsia, "Tanggung Jawab Perdata Platform E-Commerce Shopee Dalam Melindungi Konsumen Terhadap Kesalahan Pengiriman Barang Dari Toko Luar Negeri."

This study seeks to identify and analyze forms of bargaining power inequality between business actors and consumers in e-commerce transactions and to evaluate the impact of this disparity on the fulfillment of consumer rights—particularly in dispute resolution and compensation mechanisms on the Shopee platform. The analysis focuses on how legal regulations, contractual frameworks, and internal platform policies contribute to consumer subordination in digital transactions.

Data for this section were obtained through document analysis, a review of relevant regulations, examination of Shopee's Terms of Service, and an exploration of consumer complaints disseminated through social media platforms. Secondary sources, including academic reports and institutional policy documents, were also utilized. The findings reveal that one of the clearest manifestations of this inequality lies in the unilateral nature of Shopee's Terms of Service, which function as standard form contracts. These agreements offer no opportunity for consumers to negotiate critical clauses regarding dispute resolution or compensation. Most consumer claims are handled internally, through non-transparent mechanisms that exclude the involvement of independent institutions such as the Consumer Dispute Settlement Agency (BPSK), as guaranteed by Article 49 of Law No. 8 of 1999 on Consumer Protection. This asymmetry is further exacerbated by the platform's application of Singaporean arbitration law and the exclusion of Indonesian legal jurisdiction in dispute resolution processes. Indonesian consumers are bound by these provisions upon account registration, reflecting the dominance of business actors in determining both the structure and content of the contractual relationship.

Additionally, Shopee's refund and warranty policies—such as the On-Time Guarantee and Goods Guarantee—function more as expressions of corporate goodwill rather than binding legal obligations. Compensation is frequently offered in the form of vouchers or discounts, which are often disproportionate to the actual financial losses incurred by consumers. This practice stands in clear violation of Article 19 of the Consumer Protection Law, which mandates full compensation in the form of monetary reimbursement or product replacement without unilateral deductions.

These findings demonstrate that the imbalance in bargaining power is both structural and normative. The widespread use of electronic contracts in e-commerce inherently places consumers in a subordinate position, as there is no room for negotiation or assurance of equal access to justice. This contradicts the principle of good faith in contractual relations, as stipulated in Article 1338 of the Civil Code, and undermines the fundamental tenets of consumer protection law in Indonesia. Moreover, the imposition of international arbitration clauses effectively excludes domestic consumers from the protection of national legal systems. Although permitted under Article 18(2) of the Electronic Information and Transactions (ITE) Law, such clauses must not infringe upon the substantive legal rights of Indonesian consumers. In



practice, however, Shopee's dispute resolution process is closed, final, and does not allow appeals, resulting in an inherently unequal legal framework.

This situation illustrates how defaults in e-commerce differ from those in conventional transactions. Failures such as the non-delivery of goods or delayed refunds—particularly within Shopee's escrow system—should be legally categorized as defaults under Articles 1234 and 1243 of the Civil Code. Yet, because Shopee retains exclusive control over verification and decision-making, the obligation to provide compensation is not effectively enforced.

These conclusions align with findings by Lathifah, who argues that standard form contracts in digital transactions systematically undermine consumer protections.<sup>12</sup> Similarly, Sihombing and Resen highlight how jurisdiction transfer clauses on global platforms conflict with national consumer protection frameworks.<sup>13</sup> Makarim notes that the state's lack of technical oversight over electronic trading platforms has contributed to weak corporate accountability.<sup>14</sup> However, this study expands upon prior research by not only addressing normative frameworks but also critically investigating actual dispute resolution practices on Shopee, including analysis of internal refund decisions, processing times, transparency, and detailed consumer case studies. Therefore, this study affirms the following key conclusions:

- 1) The imbalance in bargaining power between business actors and consumers on digital platforms such as Shopee constitutes a systemic issue, rooted in the dominance of non-negotiable standard-form contracts, unilateral dispute resolution mechanisms, and the imposition of exclusive foreign legal jurisdictions.
- 2) The realization of consumer rights to compensation remains suboptimal, as claims are processed solely through Shopee's internal systems, which are not subject to the principles of due process under Indonesian law.
- 3) Existing national legal instruments, including Law No. 8 of 1999 on Consumer Protection and the Indonesian Civil Code, have not provided comprehensive remedies, largely because they are not yet responsive to the unique characteristics of multi-party and cross-border digital transactions.
- 4) Shopee's refund and warranty policies fail to ensure substantive legal protection, as they are predominantly discretionary business practices rather than binding contractual obligations grounded in fair and equitable legal standards.

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<sup>12</sup> Andina Lathifah, "Memahami Keabsahan Penggunaan Kontrak Elektronik Standar Dalam Transaksi Komersial" (Universitas Indonesia, 2021), <https://lib.ui.ac.id/detail?id=20516540&lokasi=lokal>.

<sup>13</sup> Rosianna Evanesa Sihombing and Made Gede Subha Karma Resen, "Perlindungan Konsumen Dalam E-Commerce Di Indonesia: Hambatan Penerapan Regulasi Antara Penerapan Dan Pengawasan," *Aliansi: Jurnal Hukum, Pendidikan Dan Sosial Humaniora* 1, no. 6 (2024): 58–70, <https://doi.org/10.62383/aliansi.v1i6.539>.

<sup>14</sup> Edmond Makarim, "Kerangka Kebijakan Dan Reformasi Hukum Untuk Kelancaran Perdagangan Secara Elektronik (E-Commerce) Di Indonesia," *Jurnal Hukum & Pembangunan* 43, no. 3 (2017): 289–312, <https://doi.org/10.21143/jhp.vol43.no3.1492>.

- 5) The absence of a formal, nationally regulated online dispute resolution (ODR) mechanism leaves Indonesian consumers reliant on platform-controlled procedures, thereby excluding access to independent and impartial dispute resolution bodies.

### 3.3. Implementation of Law Number 8 of 1999 on Consumer Protection

This study aims to evaluate the implementation of Law Number 8 of 1999 on Consumer Protection, with particular emphasis on Article 19, which governs the responsibility of business actors to compensate consumers for losses, within the context of increasingly complex and digitalized e-commerce transactions. The primary focus is on how existing legal provisions—both within the Consumer Protection Law and supplementary regulations such as Government Regulation No. 80 of 2019 and relevant provisions of the Indonesian Civil Code—are applied in practice by e-commerce platforms like Shopee, particularly in relation to dispute resolution, compensation procedures, and the realization of justice and accountability for consumers.

Field research and documentation reveal that the practical regulation of compensation in e-commerce remains far from ideal, especially when measured against the standards set by Article 19 of the Consumer Protection Law. Case analyses, including actual refund claims by Shopee users that were only partially honored without transparent justification, highlight the dominance of the platform in issuing unilateral decisions. The resolution process is closed, lacking both procedural transparency and a formal right of appeal—despite Articles 4 and 7 of the Consumer Protection Law requiring that consumers receive clear information and access to fair complaint mechanisms.

Furthermore, this study finds that Shopee's Terms of Service designate Singaporean arbitration as the final forum for dispute resolution. While such clauses are legally permissible under international contract law, they are widely considered inaccessible and disproportionate for ordinary Indonesian consumers. In addition, Article 19(1) of the Consumer Protection Law, which obliges business actors to provide compensation within seven days, is frequently not implemented, particularly in cases involving third-party service providers such as logistics companies or payment gateways—whose roles and liabilities remain ambiguously addressed in the current regulatory framework.

The findings demonstrate that the implementation of Article 19 has suffered from normative distortions and practical inconsistencies. The prevalence of one-sided clauses in standard-form contracts, lack of transparency in dispute resolution procedures, and the absence of an independent and effective appeal mechanism weaken consumers' legal standing. Moreover, the state's lack of regulatory clarity in delineating the respective

responsibilities of platforms and individual sellers has created a legal vacuum, to the detriment of consumer protection.

These conclusions are consistent with the findings of Handayani, Molle et al., and Ram et al., who highlight the weakened position of consumers in digital transactions as a consequence of asymmetric electronic contracts.<sup>15</sup> The present study also supports the observations of Andriansyah and Maizaroh and Bintarawati and Rismana, who argue that the current Consumer Protection Law remains general in scope and insufficiently responsive to the evolving nature of digital commerce.<sup>16</sup> In a broader regional context, this study echoes the findings of Iswara, who underscores Indonesia's delay in implementing a comprehensive Online Dispute Resolution (ODR) system, particularly in comparison to more advanced ASEAN counterparts such as Thailand and Singapore.<sup>17</sup>

However, this study offers a novel contribution by going beyond normative critique and macro-level policy analysis. It provides a detailed examination of actual practices on the Shopee platform, including the operational dynamics of refund settlements, the use of international arbitration clauses, and the internal decision-making process—and analyzes their concrete implications for the protection of consumer rights. This practice-oriented dimension is often overlooked in previous literature and fills a critical gap in the discourse on digital consumer protection in Indonesia.

The findings of this study reveal that Indonesia's current positive legal framework remains insufficiently robust and responsive in regulating the evolving dynamics of e-commerce. Although Article 19 of Law No. 8 of 1999 on Consumer Protection explicitly guarantees consumers' right to compensation, its implementation lacks enforceability within the digital landscape, particularly when business actors operate across borders or are domiciled outside Indonesian jurisdiction. In the case of Shopee, the refund mechanism reflects a self-regulatory model, governed by internal platform policies rather than a fulfillment of legally binding obligations under national consumer protection law.

Furthermore, Shopee's approach demonstrates the emergence of a private quasi-judicial system that effectively circumvents Indonesia's formal legal infrastructure. The

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<sup>15</sup> Handayani, "Pertanggungjawaban Marketplace Atas Kerugian Yang Dialami Oleh Konsumen Pada Transaksi Jual Beli Online Dengan Sistem Pre Order"; Molle, Berlianty, and Balik, "Perlindungan Hukum Terhadap Konsumen Shopee Atas Barang Yang Tidak Sesuai Dengan Deskripsi Produk"; Ram, Harahap, and Daudsyah, "Perlindungan Hukum Konsumen E-Commerce Terhadap Pembelian Barang Yang Tidak Sesuai Deskripsi Di Marketplace Shopee."

<sup>16</sup> Andriansyah Andriansyah and Muthi'ah Maizaroh, "Pembaharuan Hukum Pelindungan Konsumen: Kesiapan Indonesia Menyambut Kehadiran Social Commerce," *Jurnal Rechts Vinding: Media Pembinaan Hukum Nasional* 12, no. 2 (2023): 319–40, <http://dx.doi.org/10.33331/rechtsvinding.v12i2.1267>; Fenny Bintarawati and Daud Rismana, "Efektifitas Undang-Undang Perlindungan Konsumen Dalam Memberikan Perlindungan Hukum Bagi Pengguna E-Commerce Di Era Ekonomi Digital," *Risalah Hukum* 20, no. 2 (2024): 102–12, <https://doi.org/10.30872/risalah.v20i2.1570>.

<sup>17</sup> Vizta Dana Iswara, "Analisis Pentingnya Implementasi Penyelesaian Sengketa Online Di Indonesia," *Legalitas: Jurnal Hukum* 13, no. 1 (2021): 15–25, <http://dx.doi.org/10.33087/legalitas.v13i1.245>.

platform's authority to unilaterally issue final decisions on consumer claims contravenes the principle of good faith enshrined in Article 1338(3) of the Indonesian Civil Code, as well as the fundamental right to due process. This practice highlights the increasingly subordinate position of consumers in the complex and digitalized architecture of modern e-commerce transactions.

Based on these findings, it can be concluded that the implementation of consumer protection mechanisms in Indonesia's digital commerce sector fails to ensure legal certainty and substantive justice, particularly in the domain of compensation for default. Several critical issues are identified:

- 1) Article 19 of the Consumer Protection Law lacks operational efficacy in regulating digital transactions involving multiple parties and cross-border legal complexities;
- 2) Unilateral standard-form clauses in platforms' Terms and Conditions, such as those used by Shopee, significantly undermine consumer legal protection;
- 3) Internal dispute resolution mechanisms controlled by the platform do not guarantee fair and equal access to justice and are not subject to oversight by public regulatory bodies;
- 4) The division of liability between platforms and individual sellers remains ambiguously defined under existing laws and regulations;
- 5) Indonesia continues to lag behind other jurisdictions—including advanced ASEAN economies and global counterparts—in establishing an efficient, transparent, and legally integrated Online Dispute Resolution (ODR) framework.

In light of these findings, the study offers several normative and practical recommendations to improve the digital consumer protection regime in Indonesia:

- 1) Revise Law No. 8 of 1999 to explicitly regulate electronic transactions and reinforce the liability framework applicable to digital business actors;
- 2) Strengthen the institutional authority of the Consumer Dispute Resolution Agency (BPSK) by enabling it to process e-commerce disputes through an integrated online system;
- 3) Clarify the scope of liability between platforms and individual sellers through sector-specific regulations, such as amendments to Government Regulation No. 80 of 2019;
- 4) Develop a national ODR infrastructure equipped with standardized technical and legal protocols, drawing inspiration from best practices in the European Union and China;
- 5) Establish stricter regulatory oversight of platform-drafted standard-form contracts by the Ministry of Trade and the Ministry of Communication and Informatics,

particularly regarding foreign arbitration clauses and contractual provisions that limit consumer rights.

#### 4. CONCLUSION

This study aims to examine the effectiveness of the compensation mechanism on the Shopee platform in providing legal protection for consumers, analyze the imbalance in bargaining power between business actors and consumers in resolving digital disputes, and evaluate the implementation of Article 19 of Law Number 8 of 1999 on Consumer Protection in the context of e-commerce transactions. The findings indicate that, procedurally, Shopee's compensation mechanism—implemented through its refund feature and warranty program—does not fully uphold the principles of accessibility and transparency. Numerous consumers report difficulties in navigating the claims process, a lack of clear information, and the absence of an independent appeals mechanism to challenge platform decisions.

From a substantive perspective, the compensation awarded often fails to reflect proportional justice in relation to the actual losses experienced by consumers. The power asymmetry between consumers and business actors is evident, primarily due to Shopee's unilateral terms and conditions and the inclusion of arbitration clauses under foreign jurisdictions, which significantly disadvantage Indonesian consumers. These findings affirm that the implementation of Article 19 of the Consumer Protection Law remains ineffective within the digital marketplace, particularly in transactions involving third-party sellers and digital platform operators.

Furthermore, the lack of clear legal norms assigning direct responsibility to digital platforms as electronic system providers exacerbates the challenges of ensuring state-guaranteed consumer protection in online environments. This research contributes both academically and practically by identifying critical legal gaps and offering recommendations for regulatory reform. However, a key limitation of this study lies in its exclusive focus on Shopee as a case study, without comparative analysis across multiple e-commerce platforms. Future research is therefore recommended to broaden the scope of investigation to include other major platforms and to evaluate the national implementation of Online Dispute Resolution (ODR) systems, thereby promoting a more adaptive and comprehensive digital consumer protection framework in Indonesia.

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