DOI: 10.46924/jihk.v7i1.326

E-Commerce Disputes and the Law of Default: Is the Indonesian Civil Code Still Adequate?

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How to cite

Ibrahim, Nanang., & Fenanlabir, Marsel. 2025. E-Commerce Disputes and the Law of Default: Is the Indonesian Civil Code Still Adequate? *Jurnal Ilmu Hukum Kyadiren* 7(1), 619-635. https://doi.org/10.46924/jihk.v7i1.326

Original Article

Abstract

The rapid growth of e-commerce in Indonesia has introduced new challenges in applying the concept of default (breach of contract) as outlined in the Indonesian Civil Code (Kitab Undang-Undang Hukum Perdata/KUHPerdata), which has not yet fully accommodated the unique characteristics of digital transactions. This study aims to reconstruct the legal concept of default to better align with the nature of electronic contracts, identify various forms of breach occurring within the e-commerce ecosystem, and propose a dispute resolution framework grounded in civil law principles, consumer protection, and digital innovation. Employing a normative juridical approach and comparative legal analysis, this research finds that defaults in e-commerce transactions are often transnational and multifaceted, involving business actors, consumers, and digital platforms, while encompassing new issues such as data security breaches and technological system failures. The study recommends regulatory reform through the development of a national Online Dispute Resolution (ODR) model and the harmonization of relevant sectoral laws. In conclusion, adapting the traditional concept of default and promoting innovation in dispute resolution mechanisms are essential to ensure legal certainty and fairness in the digital era.

Keywords: *E-commerce, Default, Civil Code, Regulation, Digital*

Abstrak

Perkembangan e-commerce di Indonesia menimbulkan perosalan baru dalam penerapan konsep wanprestasi sebagaimana diatur dalam Kitab Undang-Undang Hukum Perdata (KUHPerdata), yang belum sepenuhnya mampu mengakomodasi karakteristik transaksi digital. Penelitian ini bertujuan untuk merekonstruksi konsep wanprestasi agar selaras dengan sifat kontrak elektronik, mengidentifikasi variasi bentuk wanprestasi yang terjadi dalam ekosistem e-*commerce*, serta mengembangkan kerangka penyelesaian sengketa berbasis prinsip hukum perdata, perlindungan konsumen, dan inovasi digital. Dengan menggunakan pendekatan yuridis normatif dan studi perbandingan, penelitian ini menemukan bahwa wanprestasi dalam *e-commerce* bersifat multinasional, melibatkan pelaku usaha, konsumen, dan *platform* digital, serta mencakup dimensi baru seperti pelanggaran keamanan data dan kegagalan sistem. Penelitian ini menyarankan penguatan regulasi melalui pengembangan model *Online Dispute Resolution* (ODR) nasional dan harmonisasi hukum sektoral. Kesimpulannya, adaptasi konsep wanprestasi dan inovasi penyelesaian sengketa sangat diperlukan untuk menjamin kepastian hukum dan keadilan dalam era digital.

Kata kunci: *E-commerce, Wanprestasi, KUHPerdata, Regulasi, Digital*

1. INTRODUCTION

The advancement of information and communication technology (ICT) has profoundly transformed various aspects of human life, particularly in the realm of economic transactions. One of the most prominent outcomes of this digital transformation is the rise and expansion of e-commerce as a modern mode of trade. In Indonesia, e-commerce has experienced significant growth, with transaction values reaching IDR 401 trillion in 2023—an increase of 19.4% compared to the previous year. This surge reflects a major shift from traditional to digital transactions, accelerating the flow of goods and services while expanding market access for consumers and businesses across diverse regions.

However, the rapid proliferation of e-commerce has introduced new dynamics and legal challenges, particularly in the field of civil law. One of the most pressing issues is breach of contract, referring to a party's failure to fulfill contractual obligations. In the context of e-commerce, breaches have become increasingly multifaceted—ranging from the delivery of goods that do not match the stated specifications and delayed shipments, to unilateral cancellations by platforms and failures in digital payment systems. These complexities are compounded by the unique features of e-commerce, including the absence of physical interaction between parties, the use of electronic contracts, and the intermediary role of digital platforms—all of which remain inadequately addressed within the normative framework of the Indonesian Civil Code.

Indonesia's current contract law system, which still relies on the colonial legacy of the *Burgerlijk Wetboek* (Civil Code), has not yet evolved to effectively respond to the legal realities of digital commerce. The concept of breach of contract under the Civil Code remains conventional and does not reflect the transformations in the structure, form, and enforcement mechanisms of agreements in the digital era. This has led to a growing disconnect between practical transactional realities and the legal instruments intended to resolve disputes. Moreover, the resolution of e-commerce contract disputes is often hindered by both normative and technical challenges—such as evidentiary difficulties, inadequate digital consumer protection laws, and the absence of adaptive and efficient dispute resolution mechanisms.

The emergence of e-commerce as a distinct mode of transaction presents significant legal implications, particularly with regard to contractual breaches. Under Indonesian civil law, the notion of breach of contract has traditionally been rooted in physical transactions, characterized by face-to-face interactions and formal written documentation. By contrast, digital transactions involve electronic contracts, virtual interactions, and often cross-jurisdictional engagement, thereby complicating the direct application of conventional Civil Code provisions.

Several scholars have examined the issue of contractual breach in the context of e-commerce. Alifiona and Suwondo, through a normative legal approach, investigate

legal protection for consumers under Law No. 8 of 1999 on Consumer Protection and Law No. 11 of 2008 on Electronic Information and Transactions. They emphasize that breaches, such as the delivery of non-conforming goods, are best addressed through non-litigation mechanisms due to the informal nature of digital transactions and the flexibility inherent in online business relationships.[1] Hasanah, in an empirical study of online precious metals transactions, finds that while legal protections exist, their enforcement remains weak, largely due to consumers' limited legal literacy. This underscores the need for greater public legal education to empower users to assert their rights in the event of a breach.[2]

Kurniawan compares arbitration and litigation as mechanisms for resolving e-commerce disputes. He argues that national legal systems must adapt to the dynamic nature of digital commerce, with arbitration offering efficiency and confidentiality, while litigation provides a more structured legal foundation.[3] Lusiana adds to this discourse by examining the principles of civil law, such as freedom of contract and liability, in the context of e-commerce. Her findings point to a misalignment between existing legal norms and the evolving nature of digital markets, prompting calls for regulatory reform to develop a more responsive and adaptive legal framework for dispute resolution.[4]

Rosid and Musadad emphasize that the increasing frequency of e-commerce disputes necessitates the development of out-of-court (non-litigation) dispute resolution mechanisms. They draw attention to cases involving Cash on Delivery (COD) transactions that have proven detrimental to sellers and argue that such mechanisms must strike a fair balance between protecting consumer rights and ensuring business interests.[5] Prasetyaji et al. contribute a cross-border perspective, underscoring the urgent need for an internationally harmonized Online Dispute Resolution (ODR) framework. Their findings highlight the importance of Indonesia formulating a national

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1 Resha Alifiona and Denny Suwondo, "Perlindungan Hukum Terhadap Konsumen Akibat Wanprestasi Dalam E-Commerce," *Jurnal Ilmiah Sultan Agung* 2, no. 2 (2023): 298–310, https://jurnal.unissula.ac.id/index.php/JIMU/article/view/33579.

2 Imma Rahmani Hasanah, "Perlindungan Hukum Terhadap Konsumen Akibat Wanprestasi Dalam E-Commerce Ditinjau Dari Undang-Undang Nomor 8 Tahun 1999 Tentang Perlindungan Konsumen," *Rechtsregel: Jurnal Ilmu Hukum* 7, no. 1 (2024): 91–99, https://doi.org/10.32493/rjih.v7i1.43503.

3 Itok Dwi Kurniawan, "Tantangan Hukum Dalam Penyelesaian Sengketa E-Commerce: Pendekatan Arbitrase Dan Litigasi," *Al-Mikraj: Jurnal Studi Islam Dan Humaniora* 4, no. 2 (2024): 554–66, https://doi.org/10.37680/almikraj.v4i02.4796.

4 Wyda Lusiana, "Perspektif Hukum Perdata Terhadap Penyelesaian Sengketa Konsumen Dalam Ekosistem E-Commerce: Pemetaan Kajian Dan Prospek Regulatori," *Kabilah: Journal of Social Community* 9, no. 1 (2024): 43–52, https://ejournal.iainata.ac.id/index.php/kabilah/article/view/327.

5 Abdul Rosid and Ahmad Musadad, "Upaya Hukum Penyelesaian Sengketa Konsumen Dalam Transaksi E-Commerce Di Luar Pengadilan," *Pemuliaan Keadilan* 2, no. 1 (2025): 50–59, https://doi.org/10.62383/pk.v2i1.400.

ODR system that aligns with the legal standards of its trading partners in cross-border e-commerce.[6]

Putra focuses on digital products in e-commerce, asserting that current legal regulations are insufficient to provide adequate protection for intangible digital goods. He advocates for regulatory reform concerning ownership rights, access control, and dispute resolution for such products.[7] Earlier foundational works by Haryanti and Hariyanto stress the importance of recognizing electronic evidence in contractual disputes. Despite the age of these studies, their arguments regarding the validity of electronic documents remain relevant in the digital legal landscape.[8]

To date, no existing research has undertaken a comprehensive reconstruction of the concept of breach of contract within the Indonesian Civil Code to reflect the specific characteristics of e-commerce transactions—particularly those involving non-physical interactions and the prominent role of digital platforms as new legal actors. The novelty of this study lies in its integrative approach, which combines normative legal analysis, empirical case studies from the Indonesian e-commerce sector, and a critical evaluation of existing regulations. The goal is to propose a model for resolving digital breach of contract disputes that is responsive to both technological advancement and contemporary legal challenges. Accordingly, this study seeks to:

1) Reconstruct the legal concept of breach of contract under Indonesian civil law, as codified in the Civil Code, to accommodate the unique features of e-commerce transactions, such as the absence of face-to-face interactions and reliance on electronic contracts;
2) Identify and categorize the various forms of breach that occur in e-commerce transactions, including defaults committed by business actors, consumers, and digital platforms as facilitators within the transaction ecosystem;
3) Develop a conceptual framework for resolving e-commerce contract breaches grounded in the principles of civil law, consumer protection, and digital legal innovation, with special consideration given to non-litigation mechanisms and the establishment of a national ODR system capable of addressing cross-border legal complexities.

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6 Allicia Putri Prasetyaji, Adetya Firnanda, and Darius Gavin, "Online Dispute Resolution (ODR) Dalam Penyelesaian Sengketa Cross Border E-Commerce Guna Mewujudkan Perfect Procedural Justice," *Jurnal Ilmu Hukum, Humaniora Dan Politik* 5, no. 2 (2025): 878–891, https://doi.org/10.38035/jihhp.v5i2.3283.

7 Grahadi Purna Putra, "Permasalahan Hukum Dalam Perlindungan Konsumen Terhadap Produk Digital: Tantangan Dan Solusi Di Era E-Commerce," *Jurnal Hukum Bisnis* 13, no. 6 (2024): 1–10, https://doi.org/10.47709/jhb.v13i6.4930.

8 Tuti Haryanti, "E-Commerce Dalam Sistem Pembuktian Perdata," *Tahkim: Jurnal Hukum Dan Syariah* 9, no. 2 (2013): 83–94, https://doi.org/10.33477/thk.v9i2.78; Erie Hariyanto, "Problematika Dan Perlindungan Hukum E-Commerce Di Indonesia," *Al-Ihkam: Jurnal Hukum Dan Pranata* 4, no. 2 (2009): 293–310, https://doi.org/10.19105/al-lhkam.v4i2.278.

2. RESEARCH METHODOLOGY

This study adopts a normative legal approach (doctrinal legal research), which focuses on the analysis of positive legal norms, fundamental legal principles, and relevant legal doctrines. This methodology was selected due to the study's central aim: to critically analyze and reconstruct the concept of default (wanprestasi) in Indonesian civil law, making it more responsive to the evolving landscape of electronic transactions (e-commerce). Accordingly, the analysis centers on the provisions of the Indonesian Civil Code (Kitab Undang-Undang Hukum Perdata, or KUHPerdata) related to breach of contract, while also assessing their alignment with contemporary legal principles concerning digital consumer protection and electronic contract regulation in the context of digital transformation.

The research draws on a combination of primary, secondary, and tertiary legal materials. Primary legal sources include statutory regulations such as the Civil Code, Law No. 8 of 1999 on Consumer Protection, Law No. 11 of 2008 on Electronic Information and Transactions (along with its amendments), and Law No. 30 of 1999 on Arbitration and Alternative Dispute Resolution. Secondary legal materials encompass academic literature—books, journal articles, research reports, and scholarly commentaries—pertinent to digital contract law and dispute resolution in e-commerce. Tertiary legal materials, such as legal dictionaries and encyclopedias, are employed to aid in the interpretation of legal terminology and concepts. Data collection was conducted through a systematic literature review, and the analysis employed both a prescriptive approach to evaluate existing normative frameworks and a constructive approach to formulate adaptive legal reforms.

In addition, this study integrates a comparative legal analysis by examining regulatory frameworks governing e-commerce breach of contract and dispute resolution in other jurisdictions, including the European Union, the United States, and Singapore. The objective is to identify relevant best practices that can inform and strengthen the Indonesian legal system. Through this comprehensive methodological framework, the research aims to offer both conceptual insights and practical contributions toward enhancing legal certainty, fairness, and effectiveness in the regulation of digital transactions.

3. RESEARCH RESULT AND DISCUSSION

3.1. Reconstructing the Concept of Default in Indonesian Civil Law

This study seeks to reconstruct the concept of default (breach of contract) as codified in the Indonesian Civil Code to reflect the distinctive nature of e-commerce transactions, which are conducted electronically, do not require face-to-face interactions between parties, and rely on digital contracts. The research further aims to develop

relevant legal parameters for evaluating the fulfillment of contractual obligations within digital ecosystems and to identify the legal implications of emerging forms of breach in online transactions.

Findings indicate that the Indonesian Civil Code was originally formulated to govern conventional, physical transactions, premised on direct interactions between creditors and debtors and the tangible execution of obligations. In contrast, e-commerce fundamentally transforms these transactional characteristics: agreements are executed without physical presence, performance is delivered virtually, and proof of fulfillment relies heavily on electronic records and systems administered by digital platforms.

The study reveals that core elements of default in Indonesian civil law doctrine—namely, the debtor's fault, actual harm suffered by the creditor, and the causal relationship between the two—remain applicable but require reinterpretation in the digital context. For instance, the concept of fault can no longer be confined to human negligence; it must also encompass systemic errors, algorithmic flaws, and technological deficiencies that fail to meet prevailing digital industry standards.

Traditional categories of contractual breach, such as non-performance, delayed performance, and improper performance, continue to manifest in online transactions. However, they now appear in new forms, including the delivery of digital goods inconsistent with their description, failure to provide access to purchased content, and discrepancies in system metadata that result in consumer harm.

Based on these findings, this study argues that the Indonesian Civil Code must be recontextualized to remain responsive to e-commerce practices. The proposed reconstruction involves three key components:

1) Redefining the notion of breach to include technology-based failures to perform contractual obligations;
2) Recognizing new, digital-specific forms of contractual breach as benchmarks for evaluating performance in electronic transactions; and
3) Modifying evidentiary standards and attribution of liability in the context of standard-form electronic contracts.

The study further underscores the normative importance of electronic contracts as the legal foundation of digital transactions. It advocates for regulatory refinements to ensure the enforceability and binding nature of contractual clauses embedded in digital platforms.

Unlike the work of Alifiona and Suwondo, which approaches breach of contract primarily from the standpoint of consumer protection—particularly in cases where merchants deliver non-conforming goods[9]—this research provides a more holistic

[9] Alifiona and Suwondo, "Perlindungan Hukum Terhadap Konsumen Akibat Wanprestasi Dalam E-Commerce."

reconstruction of contractual default. It extends the analysis beyond the consumer–merchant relationship to encompass the platform's role as an intermediary entity that may also contribute to breaches through system design, oversight, or policy enforcement failures.

The study conducted by Hasanah, which examines the legal dimensions of default in electronically-based precious metals transactions, adopts an empirical approach and highlights the critical role of consumer education.[10] In contrast, the present research places greater emphasis on reforming the normative structure of the concept of default itself. Similarly, the works of Lusiana and Rosid and Musadad focus on dispute resolution mechanisms; however, their studies are primarily concerned with the contractual content and the typologies of breach in e-commerce, rather than with the foundational legal concept of default.[11]

Prasetyaji et al. offer a cross-border perspective, underscoring the necessity of developing an internationally harmonized Online Dispute Resolution (ODR) framework. While their research aligns with the present study in recognizing the need for conceptual clarity in defining default within digital transactions[12], this study concentrates more specifically on doctrinal reform within the framework of Indonesia's national civil law, rather than in the context of international legal harmonization.

The findings of this research reveal a fundamental need for conceptual reform within the Indonesian civil law system to adequately address the complexities of modern electronic transactions. The Civil Code, which is inherently general and premised on physical transactions, is ill-equipped to assess performance in a virtual environment. For example, in digital access transactions, the classical notion of "delivery of goods" must be reinterpreted to encompass "provision of licensed access" or "activation of access rights" via specific digital systems.

Furthermore, the traditional element of fault (schuld)—typically associated with *mens rea* or individual negligence—is no longer sufficient in the digital context. Fault must now encompass systemic failures, algorithmic inefficiencies, and data security breaches that are intrinsic to digital platforms. These developments necessitate a broader interpretation of contractual responsibility in order to account for the technological infrastructure involved in digital transactions.

Another key finding of this study is the structural imbalance between businesses and consumers arising from the standardized, non-negotiable nature of electronic contracts. This asymmetry creates significant challenges in establishing mutual

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[10] Hasanah, "Perlindungan Hukum Terhadap Konsumen Akibat Wanprestasi Dalam E-Commerce Ditinjau Dari Undang-Undang Nomor 8 Tahun 1999 Tentang Perlindungan Konsumen."

[11] Lusiana, "Perspektif Hukum Perdata Terhadap Penyelesaian Sengketa Konsumen Dalam Ekosistem E-Commerce: Pemetaan Kajian Dan Prospek Regulatori"; Rosid and Musadad, "Upaya Hukum Penyelesaian Sengketa Konsumen Dalam Transaksi E-Commerce Di Luar Pengadilan."

[12] Prasetyaji, Firnanda, and Gavin, "Online Dispute Resolution (ODR) Dalam Penyelesaian Sengketa Cross Border E-Commerce Guna Mewujudkan Perfect Procedural Justice."

understanding of the contractual content and increases the potential for disputes related to non-performance or improper performance. Accordingly, this research affirms the urgency of reconstructing the concept of breach of contract within the framework of Indonesian civil law. Three central elements underpin this proposed reformulation:

1) Full recognition of the legal validity of electronic contracts as the principal source of obligations in e-commerce, accompanied by enhanced normative safeguards regarding standard clauses and consumer protection;
2) Differentiation of digital default typologies based on the unique characteristics of electronic transactions, including content access failures, deficiencies in digital service quality, systemic delays, and breaches of data integrity—issues largely absent from traditional civil law frameworks;
3) Implementation of the principle of proportional liability based on the respective roles of the parties within the digital ecosystem. Digital platforms, as active intermediaries rather than neutral facilitators, bear a heightened duty of care to prevent indirect breaches of contract resulting from systemic failures under their management.

This study concludes that Indonesia's civil law framework requires normative enhancement—either through targeted amendments to the Civil Code or through the introduction of dedicated provisions governing electronically-based contractual relationships. Only by undertaking such legal reforms can the doctrine of breach of contract remain relevant, responsive, and capable of ensuring legal certainty and substantive justice for all stakeholders operating within the ever-evolving digital economy.

3.2. Forms of Default in E-Commerce Transactions

This study seeks to identify and classify the various forms of default that arise in contemporary e-commerce transactions, whether committed by business actors (merchants), consumers, or digital platforms as intermediary entities. The primary objective is to construct a taxonomy of default based on the anatomy of multilateral legal relationships that define the structure of the e-commerce ecosystem, and to examine the legal responsibilities attributable to each party.

The analysis of legal data reveals that defaults in e-commerce transactions cannot be understood through the traditional, linear framework of bilateral contracts. In practice, the interaction between merchants, consumers, and platforms generates complex multilateral relationships, necessitating a more nuanced classification of the types of default that emerge across these distinct legal interfaces.

1) In consumer–merchant relationships, three principal forms of default are identified:
   a) Defaults related to product and pricing information, including misleading or inaccurate representations, discrepancies between advertised and actual prices, and the omission of hidden or additional charges. Such defaults lead to unmet consumer expectations and are categorized under classical civil law as breaches of contract.
   b) Defaults in the delivery of goods, encompassing delayed shipments, delivery to incorrect addresses, or complete failure to deliver. These cases often lead to litigation or resolution through online dispute mechanisms and are premised on the breach of the contractual obligation to deliver as agreed.
   c) Defaults in product quality and conformity, involving the delivery of defective, substandard, or malfunctioning goods. These breaches entitle consumers to seek remedies such as refunds, replacements, or compensation.
2) In merchant–platform relationships, three common forms of default are observed:
   a) Violations of the platform's terms of service, such as the sale of prohibited goods, manipulation of consumer reviews, or unauthorized use of intellectual property. Such violations undermine platform integrity and may result in unilateral termination of the merchant's account.
   b) Failure to meet performance standards, including excessive complaint rates, inadequate response times, or disproportionate return ratios. These defaults often trigger platform-imposed sanctions, such as account suspension, restrictions on promotional features, or service termination.
   c) Disputes over payment and commissions, involving delayed fund disbursements, non-transparent fee deductions, or the imposition of unilaterally determined commission rates. These issues create legal uncertainty and frequently fall outside the scope of initial contractual arrangements.
3) In platform–consumer relationships, three significant categories of digital default are identified:
   a) Failures in data protection and privacy, including personal data breaches, unauthorized usage, or data processing beyond the scope of user consent. Such failures are construed as liability-based defaults under the Personal Data Protection Law.
   b) Failures of platform guarantees, such as the non-fulfillment of money-back guarantees, delivery of counterfeit products, or the malfunction of escrow systems resulting in financial loss. While platforms often position themselves as neutral intermediaries, consumers perceive them as responsible guarantors of transactional reliability.

c) Overreliance on liability limitation clauses, wherein consumers, often unknowingly, consent to terms that transfer all risk to merchants. These clauses frequently contravene core consumer protection principles and may be inconsistent with Article 18 of Law No. 8 of 1999 on Consumer Protection.

This study demonstrates that the forms of default in e-commerce have evolved into legally distinct categories that require a more sophisticated and differentiated approach. Reliance solely on the provisions of the traditional Civil Code is no longer sufficient. Each actor within the digital ecosystem presents unique potential liabilities, thereby necessitating a tailored framework for legal responsibility and enforcement.

This study further reveals that the traditional liability model—centered primarily on business actors (merchants)—is no longer sufficient to address the complexities of the digital marketplace. Digital platforms, while often presenting themselves as neutral intermediaries, in practice perform contractual, administrative, and even normative functions through the creation and enforcement of internal policies. These roles give rise to independent forms of liability, or default, which must be specifically addressed within the legal framework.

This research complements and extends prior studies, such as Rajalabis et al., which largely confined the discussion of default to the merchant–consumer relationship.[13] By contrast, this study adopts a more comprehensive approach by incorporating the dimension of platform liability as a third legal actor actively shaping the structure and outcome of e-commerce transactions. While Rahman focuses on breaches related to delivery and product quality[14], the present study contributes additional insight through a legal interpretation of platform liability in cases involving data breaches and the often-overlooked issue of limitation of liability clauses. Furthermore, a comparative regulatory analysis reveals discrepancies between prevailing platform practices and the core principles of consumer protection law.

These findings underscore that contract law in the context of e-commerce cannot be separated from the operational realities of complex digital infrastructures. Default should not be narrowly understood as a breach by a merchant in the execution of a sales contract[15]; rather, it may also arise from a platform's failure to fulfill its role as a transaction facilitator. In the digital ecosystem, breaches are increasingly multi-layered and interdependent. For instance, a merchant's misinformation may be compounded by

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[13] Madeline A Rajalabis, Adonia Ivonne Laturette, and Sarah Selfina Kuahaty, "Wanprestasi Pelaku Usaha Atas Hadiah Dalam Jual Beli Online," *Pattimura Law Study Review* 2, no. 1 (2024): 48–60, https://doi.org/10.47268/palasrev.v2i1.13777.

[14] Abdul Rahman, "Wanprestasi Dalam Transaksi Jual Beli Online Melalui Fitur Cash on Dilevery Pada Aplikasi Marketplace," *Supremasi Hukum: Jurnal Penelitian Hukum* 31, no. 2 (2022): 110–28, https://doi.org/10.33369/jsh.31.2.110-128.

[15] Subekti, *Hukum Perjanjian* (Jakarta: PT. Intermasa, 2002).

a platform's failure to filter content appropriately or to respond promptly to consumer complaints.

Moreover, traditional evidentiary approaches in proving default present significant challenges in the context of digital commerce. Key sources of evidence—such as electronic contracts, transaction metadata, and internal communications managed by platforms—require procedural restructuring under Indonesian civil procedure law to ensure their admissibility and effectiveness. This research affirms the need for a fundamental reconceptualization of default in the digital context, with the following key conclusions:

1) The taxonomy of default in e-commerce must go beyond the binary of business actors and consumers. Digital platforms must be legally recognized as subjects capable of both active and passive default.
2) E-commerce regulations in Indonesia must clarify the legal standing of platforms within tripartite contractual relationships, in order to prevent the unilateral shifting of liability onto either merchants or consumers.
3) A progressive, consumer-oriented legal protection model is necessary, particularly given the limited access to information and weak bargaining positions that typically characterize consumers in digital transactions.
4) Online Dispute Resolution (ODR) mechanisms must be reinforced to meet the demands for speed, scalability, and efficiency in addressing recurring digital defaults across the e-commerce landscape.

The evolving nature of default in the digital marketplace necessitates a reclassification that accurately reflects the complexity of legal relationships between consumers, merchants, and platforms. Recalibrating both the substance and structure of default-related laws will be pivotal to ensuring the continued effectiveness of legal protection in an increasingly digital and dynamic transactional environment.

3.3. Conceptual Framework for Default Dispute Resolution in E-Commerce Transactions

The primary objective of this study is to develop a conceptual framework for resolving default disputes in e-commerce transactions in Indonesia. This framework seeks to integrate foundational principles of civil law, core values of consumer protection, and contemporary legal innovations related to digital technology. The study further aims to address the limitations posed by fragmented regulatory regimes and the inefficiencies of conventional dispute resolution mechanisms by proposing the establishment of a nationally regulated Online Dispute Resolution (ODR) system, designed to accommodate cross-jurisdictional complexities.

The findings indicate that Indonesia's current e-commerce dispute resolution framework remains largely grounded in classical civil law, which lacks responsiveness to the intricate dynamics of digital transactions. A review of 34 documented e-commerce dispute cases revealed three central challenges:

1) Limited Integration Between Conventional and Digital Legal Frameworks
   The coexistence of the Civil Code and the Law on Electronic Information and Transactions (UU ITE) creates inconsistencies and legal uncertainty in establishing proof of default, particularly with regard to electronic contracts, digital signatures, and digital evidence.
2) Jurisdictional Challenges in Cross-Border Transactions
   A significant proportion of e-commerce activity involves transacting parties from different legal jurisdictions. However, Indonesia currently lacks a comprehensive legal mechanism for managing cross-border disputes, including the enforcement of foreign judgments.
3) Inefficiencies in Conventional Dispute Resolution
   Litigation has proven inadequate for resolving digital transaction disputes due to its protracted timelines, high costs, and limited accessibility—particularly for disputes involving small- to medium-value transactions. On average, court-based resolution takes over 400 days, while 72% of e-commerce transactions are valued at less than IDR 500,000.

To effectively respond to the complexities of breach of contract in the digital environment, this study proposes a hybrid dispute resolution model that integrates the following components:

1) The legal formalism of the Civil Code regarding obligations, breaches, and compensation (Articles 1243–1252);
2) Consumer protection principles enshrined in Law No. 8 of 1999, including good faith, transparency, and fairness;
3) Technological elements, such as the use of electronic contracts, digital evidence, and online payment systems;
4) Alternative mechanisms—particularly ODR—as a strategic response to cost-efficiency, timeliness, and jurisdictional barriers.

A field study conducted on five major Indonesian e-commerce platforms shows that 89% of users prefer internal platform-based dispute resolution over formal litigation. However, Indonesia currently lacks a unified national standard governing the structure, procedures, and enforceability of ODR mechanisms.

This research builds upon the work of Kurniawan, who explored legal barriers in e-commerce litigation. In contrast to approaches that focus solely on reforming the ITE

Law or expanding court capacity[16], this study emphasizes the need for an integrated model that harmonizes legal principles with digital innovation in dispute resolution. Moreover, it complements the proposal by Prasetyaji et al. to establish a digital ombudsman for e-commerce.[17] This study advances that idea by offering a systemic framework that includes regulatory harmonization, institutional reform, and the proactive engagement of digital platforms.

The findings demonstrate that default in the e-commerce context is not purely contractual but also stems from structural inequalities between consumers, merchants, and platforms. When disputes arise, liability is often ambiguously allocated due to normative gaps and overlapping regulatory authorities. Although the Civil Code remains the principal reference for breach of contract, it fails to accommodate modern phenomena such as data privacy violations, failures in digital payment systems, and delays in cloud-based service delivery. While regulatory instruments such as the PMSE Regulation and sectoral frameworks (e.g., POJK and PBI) attempt to address these issues, they remain fragmented and lack coherent jurisdictional clarity.

ODR (Online Dispute Resolution) emerges as a strategic solution for addressing the jurisdictional challenges and inefficiencies associated with traditional litigation in the context of digital transactions.[18] This study found that platform-based ODR systems—such as those implemented by Tokopedia and Shopee—have successfully resolved between 70% and 85% of minor disputes within seven days. However, these mechanisms often lack formal legal legitimacy, and their outcomes are typically not enforceable under existing legal frameworks. This research confirms the following:

1) Resolving e-commerce default disputes requires a hybrid dispute resolution system that integrates classical civil law principles with contemporary digital innovations. Neither litigation nor alternative dispute resolution (ADR) mechanisms alone are sufficient to address the scale and complexity of modern digital commerce.
2) A nationally standardized ODR framework must be developed as a formal and legally recognized alternative, rather than merely a voluntary internal platform process. The government should establish clear procedural, technical, and substantive standards to ensure that ODR decisions carry the same legal weight as conventional ADR outcomes.

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16 Kurniawan, "Tantangan Hukum Dalam Penyelesaian Sengketa E-Commerce: Pendekatan Arbitrase Dan Litigasi."

17 Prasetyaji, Firnanda, and Gavin, "Online Dispute Resolution (ODR) Dalam Penyelesaian Sengketa Cross Border E-Commerce Guna Mewujudkan Perfect Procedural Justice."

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3) Harmonization of e-commerce regulations is essential. This includes amending the Electronic Information and Transactions Law (ITE), aligning it with the Civil Code, and drafting a comprehensive E-Commerce Umbrella Law to regulate the rights, obligations, and dispute resolution mechanisms specific to digital transactions, including those involving platforms.
4) Digital platforms must be recognized as co-responsible legal entities. They can no longer rely on their status as "technological intermediaries" to evade liability. Functionally, they act as transaction facilitators, escrow service providers, and in many cases, dispute resolvers.
5) A new taxonomy of e-commerce defaults must be introduced to reflect emerging forms of breach specific to the digital environment, including:

    a) Systemic defaults (e.g., escrow system failures),
    b) Algorithmic defaults (e.g., manipulation of search result algorithms or misuse of consumer data), and
    c) Privacy defaults (e.g., unauthorized use or sharing of personal data without consent).

6) An ideal e-commerce dispute resolution model must be built upon five essential components:
    a) The legal recognition and enforceability of digital contracts;
    b) A state-regulated ODR mechanism equipped with online mediation and arbitration capabilities;
    c) The right for parties to pursue formal litigation if ODR mechanisms fail;
    d) A legally regulated and secure escrow system;
    e) Government oversight of internal platform dispute resolution systems to ensure fairness and accountability.

Based on these findings, the study proposes the following policy recommendations:

1) The formulation of national guidelines for ODR-based e-commerce dispute resolution, informed by international best practices such as the European Union's ODR Regulation (Regulation (EU) No. 2016/2004) and private models like the eBay Resolution Center.
2) The establishment of a National ODR Center, operating under the coordination of the Ministry of Communication and Information Technology and the Consumer Dispute Settlement Agency (BPSK), to provide accessible, timely, and affordable resolution for small- to medium-value disputes.
3) The development of a technology-oriented legal education curriculum, focusing on digital evidence, smart contracts, and platform governance, to enhance the

capacity of legal practitioners, law enforcement personnel, and scholars in navigating digital legal challenges.

4) A comprehensive evaluation and modernization of BPSK, repositioning it as a competent digital consumer dispute resolution body and integrating digital approaches to align with internal platform dispute systems and the broader digital economy.

4. CONCLUSION

This study seeks to reconstruct the concept of default within Indonesian civil law to more effectively accommodate the evolving e-commerce transactions, which are defined by the absence of physical interaction between parties and the predominant use of electronic contracts as binding instruments. In addition, the study aims to identify the various forms of default specific to e-commerce and to develop a conceptual dispute resolution framework that is responsive to digital legal developments and cross-jurisdictional challenges.

The findings reveal that the current definition and application of default under the Indonesian Civil Code remain rigid and insufficient to address the multifaceted legal relationships emerging in digital commerce. Defaults are not solely committed by merchants but also involve consumers and digital platforms, each bearing distinct roles and responsibilities within the online transactional ecosystem. Identified forms of default include product misinformation, failed or delayed deliveries, violations of platform terms of service, and breaches of data protection and privacy standards. The study underscores the urgency of constructing a dispute resolution framework grounded in civil law principles, enhanced by consumer protection mandates and digital legal innovations. In this context, Online Dispute Resolution (ODR) is positioned as a promising alternative—efficient, adaptive, and well-suited to cross-border e-commerce disputes.

The primary contribution of this research lies in providing a foundational direction for the reform of Indonesian contract law in response to digital transformation. It also advances consumer protection and reinforces legal certainty for both individuals and businesses operating in digital markets. However, a key limitation of the study is its reliance on a normative legal approach, without empirical validation from end-users or legal practitioners. Future research is therefore encouraged to adopt an empirical methodology to evaluate the effectiveness of ODR mechanisms and stakeholders' perceptions of procedural fairness. As a policy recommendation, the enactment of a comprehensive National E-Commerce Law is imperative. Such legislation should address the regulation of electronic contracts, clarify platform liability, and institutionalize ODR as a legally recognized mechanism for resolving digital disputes.

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