



Seller's Responsibility for Non-Conforming Goods in an Online Sale and Purchase Agreement Online at Lazada

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Article	Abstract
Keywords: Buying and selling transactions; Responsibility; Items that are not compatible	<i>Buying and selling transaction activities have developed hand in hand with improving technology. The increase in E-Commerce media also gave birth to a Marketplace. One of the Marketplaces in Indonesia is Lazada. In the Civil Code (KUHPdt), Article 1457 explains the definition of buying and selling. Even though the agreement was formed with the intention that all transactions go well, when one of the parties does not fulfill the agreement's contents, this is the default. The problem that arises from this is that many sellers commit defaults, such as sending goods that are not suitable. This research aims to find out the form of the seller's default responsibility in the online sale and purchase agreement on the Lazada Marketplace and to find out the buyer's legal protection due to default by the seller in the online sale and purchase agreement on the Lazada Marketplace. This study uses normative legal research. The study results show that sellers committed default cases in carrying out what was promised. However, it should not have been promised. The seller is responsible for exchanging goods in line with the two principles of accountability, namely, the principle of liability based on fault and the principle of breach of warranty. According to Article 1234 of the Civil Code, compensation for costs, losses, and interest due to non-fulfillment of the agreement is only obligatory if the party must fulfill the agreement after being declared negligent in fulfilling the agreement. The seller must carry out the form of responsibility as compensation. Legal protection for buyers due to default by sellers in online sales and purchase agreements on the Lazada Marketplace can be done internally and externally.</i>

INTRODUCTION

In human life includes various elements of needs to maintain physiological and psychological balance. The basic human needs themselves are clothing, food and shelter. Fulfillment of human needs can be obtained through one of the ways, namely by buying and selling transactions. Buying and selling activities have developed along with the increase in technology. With the development of technology, it is very helpful

in the process of fulfilling human needs, such as by conducting internet-based buying and selling transactions (Anggien 2021).

The use of electronic media in technological developments makes it easier for everyone. One proof of the development of electronic media is the creation of ECommerce. E-Commerce is also known as electronic commerce or internet commerce (Romindo et al. 2019). Today, E-Commerce is becoming a prominent mode and growing significantly around the world. Almost all products are available on E-Commerce, ranging from services to all kinds of food products, public transportation tickets, and medicines. The increase in E-Commerce media also gave birth to the existence of Marketplace (Iqbal 2018). Marketplace is a site from E-Commerce that connects sellers with buyers.

Marketplace is also often referred to as an internet-based mall service. Another definition of Marketplace is also defined as an electronic business community forum that provides a place where a company can take part in activities such as buying and selling (Susanti 2022). Regarding the types of Marketplaces today, there are many in the world such as Amazon, eBay, Tokopedia, Zalora, and Snapdeal. Based on data through datadaboks sourced from iprice.co.id in the first quarter of 2022, 357.8 million have visited the Marketplace in Indonesia. The first position with the most visitors is Tokopedia with 157.2 million visitors, Shopee with 132.8 million visitors, Lazada with 24.7 million visitors, Bukalapak with 23.1 million visitors, and Orami with 20 million visitors (Azkiya 2022).

Basically, buying and selling transactions through the Marketplace are almost the same as conventional buying and selling transactions. However, the only difference lies in the buying and selling parties not meeting directly. The parties carry out buying and selling transactions electronically through the Marketplace. In the Civil Code (KUHPdt) Article 1457 explains the definition of buying and selling which reads "An agreement, by which one party binds himself to deliver a property, and the other party to pay the promised price." Through this article, it is known that buying and selling is a mutual agreement where the seller must deliver his goods to the buyer, and the buyer must pay according to the price (Haryati 2015). Agreement is one source of obligation in addition to the source of obligation derived from the law. The agreement creates a relationship between two people who are bound by an obligation. The agreement itself is made legally and has legal force that applies as a law to the parties making it. This matter has been stated in Article 1338 paragraph (1) of the KUHPdt with the words "All agreements made legally shall apply as laws for those who make them." (Pabella 2022).

Based on the general definition of Law No. 11 of 2008 concerning Electronic Information and Transactions Article 1 General Provisions number 2, it is explained that electronic transactions are legal actions carried out using computers, computer networks, and / or other electronic media. This electronic transaction can be through

the Marketplace. In connection with the meaning of Marketplace, namely a place or "container" which is an interactive bridge for sellers who sell goods or services with buyers as parties who need goods or services traded by sellers (Rofna 2022). Regarding the parties in the buying and selling process in the Marketplace, they are classified into two groups. The first group is a group of service providers such as delivery service agents and fund providers in payments. The second group is buyers or users and sellers of goods or services (Iqbal 2018).

The parties in the Marketplace sale and purchase transaction have a legal relationship. This legal relationship is through an agreement and then an engagement is born and legal consequences arise for the parties. Legal consequences in the form of the issuance of rights and obligations for each party (Sumual and Muhammad 2022). The rights and obligations stated in the agreement must be fulfilled by the parties. Through this agreement, it has the aim that the parties concerned can carry out what has been agreed upon, avoid a dispute, and help when there is a dispute (Sinaga 2019). An agreement has criteria for a valid agreement according to the law and must fulfill the validity requirements of the agreement listed in Article 1320 of the Criminal Code. Article 1320 of the Criminal Code is an instrument to examine whether or not the agreement made by the parties is valid. The elements of the valid requirements of the agreement are 4 (four) valid requirements that must be met, namely first the agreement of those who bind themselves in the agreement, second the capacity of the parties, third there is a certain thing and fourth there is a halal or permissible cause (Gusti 2018). These conditions are divided into two classifications in the form of subjective conditions and objective conditions. The first and second conditions are subjective conditions which relate to the subject of the agreement maker. Meanwhile, the third and fourth conditions are objective conditions because they involve the object of the agreement (Subekti 2005).

The benchmark for the implementation of an agreement can be seen through how far the parties fulfill their rights and obligations appropriately. However, in practice, it is still often found that agreements do not run smoothly, sometimes triggering conflict problems. These problems are related to the rights and obligations of the parties (Sinaga 2019). While in electronic transactions through the Marketplace using electronic agreements. The electronic agreement is explained in Article 48 of Government Regulation No. 82 of 2012 concerning the Implementation of Electronic Systems and Transactions (PP PSTE). Article 48 lists the elements of an electronic agreement (Yaqin 2019).

One of the Marketplaces in Indonesia is Lazada. Lazada itself was founded in 2012 by Rocket Internet and Pierre Poignant. The company is under the auspices of the Alibaba Group. Based on the results of a study entitled ECommerce Service Quality Analysis Using the Twitter API (Case Study: Tokopedia, Lazada and Bukalapak) states that the Lazada Marketplace is the Marketplace with the most

complaints. Lazada's total complaints reached 71.44% with 4 qualifying factors, namely related to the long order update factor of 17.86%, defective or counterfeit products 17.86%, refund or return problematic goods 17.86%, and problematic delivery of goods 17.86%. This can be seen through comparison with Tokopedia's total complaints of 38.47% and Bukalapak's total complaints of 31.04% (Pulakiang, Wiranatha, and Batmetan 2019). With this, it is evident that there are still many online buying and selling transactions in Lazada that harm consumers such as default.

There is an example of a case of default on the Lazada Marketplace, experienced by a consumer named Hendrik who purchased a 43-inch TCL TV with type 43A8 at Lazada with order number 429194208535373 on July 7, 2020, at the TCL Official Store. The delivery of the goods is by Ninja Xpress courier and has a receipt number NLIDAT0000530828. However, when Hendrik opened his order package, it contained a Toshiba-branded used TV that Hendrik got. Knowing that it did not match his order, Hendrik had made a return process according to the procedure at that time but there was no response from the TCL Official Store or follow-up on Hendrik's order error (Hendrik 2020).

Lazada itself has terms and conditions as an agreement provision in the product sales chapter which states that "Sellers must provide clear and correct descriptions, prices, images, and/or other information regarding each Product offered for sale to Customers through the Platform." Every seller who sells their products must comply with the provisions of Lazada as the organizer/platform as a binding agreement.

Although the agreement is formed with the intention that all transactions go well, but when one party does not fulfill the contents of the agreement (performance) then this is said to be a default. Default can occur due to the intentional or unintentional actions of one of the parties, then it can also occur when one of the parties does not have the ability to carry out these achievements (Sinaga and Darwis 2015). Buying and selling transactions through the Marketplace, sometimes it is still often found that one of the parties makes a default. This default is in the form of making an agreement but not in accordance with the agreement. Among other things, in this case regarding sending ordered goods that are not in accordance with the agreement (Yaqin 2019).

This event is very detrimental to consumers, moreover the occurrence of orders with goods that come inappropriate or even different is still rampant in the Marketplace. Regarding buyer losses due to noncompliant ordered goods, Law Number 8 of 1999 concerning Consumer Protection Article 4 Letter c explains that consumers have the right to obtain correct, clear and honest information regarding the conditions and guarantees of goods and / or services. Then in Article 4 letter h of Law Number 8 of 1999 concerning Consumer Protection, consumers who are harmed by receiving goods that do not match the picture have the right to compensation, compensation and / or replacement, if the goods received are not in accordance with the agreement or not as they should be (S. A. Pratama 2020). Departing from this case,

there is an interest in making research to examine more deeply the "Seller's Responsibility for NonConforming Goods in the Online Sale and Purchase Agreement at Lazada".

METHOD

In this study the authors used a type of normative legal research. The reason for the title and formulation of the problem examines the online agreement at Lazada which is not fulfilled by the seller. The agreement is the same as the legal basis of the law for the maker and the parties involved. In this case there is vagueness. Therefore, this study wants to explore how the form of seller default responsibility in the online sale and purchase agreement at the Lazada Marketplace.

In legal research, the approach is in the form of a statutory approach and conceptual approach. This statutory approach looks at the structure of norms in the realization of the hierarchy of laws and regulations. By exploring the laws and regulations, it will connect the legal issues in this research. While the conceptual approach is a foundation, point of view, and doctrine that grows in legal science (Diantha 2016).

The analysis technique uses prescriptive techniques. This prescriptive technique is an analytical technique by providing argumentation on the results of the research that has been done. The argumentation is used to provide prescriptions or judgments related to right, wrong, or what should be according to the law against facts or legal events from the research results (Diantha 2016).

RESULTS AND DISCUSSION

A. Lazada Marketplace Overview

Economic activity in the current era is increasingly advanced through the development of electronic media. With this, it will be easier to make buying and selling transactions online. Initially, buying and selling transactions were carried out conventionally, namely by directly meeting buyers and sellers. Now, buying and selling transactions can be done without meeting with the development of electronic media through E-Commerce or Marketplace (G. Pratama 2020). As is the case, buying and selling transactions through online or through meeting directly must lead to an agreement based on a sense of trust between the seller and the buyer in the transaction process.

In essence, online buying and selling transactions both through social media, websites, and Marketplace go through the same process. Starting from the bidding process, acceptance, payment, until it ends in the shipping and receiving process. Through the bidding process, the seller carries out by uploading pictures or videos along with a complete explanation of prices, size options, color options, and others according to what items will be displayed in the store catalog. Even one of the functions of the catalog is as a promotion to attract buyers. This is in accordance

with Article 9 of Law Number 11 of 2008 concerning Electronic Information and Transactions (UU ITE) and Law Number 8 of 1999 concerning Consumer Protection (UUPK) precisely in Article 7 letter a stipulates that the seller's obligation is to provide correct, clear, and honest information regarding the condition of the goods and / or services to be sold.

The progress of online buying and selling transactions is in line with the birth of various Marketplaces in Indonesia, one of which is Lazada. Lazada Marketplace acts as an electronic system organizer. As stated in Article 1 number 6a of the ITE Law, it explains that the organizers of the electronic system are "Every person, state official, business entity, and community that provides, manages, and/or operates an Electronic System, either individually or jointly to Electronic System users for their own purposes and/or the needs of other parties".

Lazada was founded in 2011 by Rocket Internet in Singapore. In March 2012, Lazada was launched in several countries such as Malaysia, Indonesia, Vietnam, Philippines, and Thailand. Lazada is one of the incoming Marketplace companies engaged in the form of Business to Customer (B2C) type which means attracting individual customers and making transactions on their site. Where this B2C type is more inclined to focus on the mechanism for buyers to be able to access the website provided by the company. Then the company can focus on seller services for buyers, this is a major challenge for the company because the company provides shopping services from home online, for 7 days a week, and can be carried out for 24 hours (Farera 2020).

Lazada is one of the online shopping centers that has various types of products such as: Electronics; Women's and Men's Fashion; Household Appliances; Health Medicine; Cosmetics; Baby and Children's Toys; Sports & Travel; Groceries (Wholesale); Automotive; and many more. Apart from the website address, Lazada can also be accessed through mobile applications on smartphones such as android and IOS. In the Lazada Marketplace, when someone wants to make an online buying and selling transaction in the Lazada Marketplace either as a visitor, buyer, or seller, the first step that must be done is to register or create a Lazada account. Doing online buying and selling activities will certainly not always run smoothly and smoothly. Problems in online buying and selling transactions are often encountered lately, often the buyer suffers losses. This is due to problems between sellers and buyers. Because in online buying and selling transactions, it will not be separated from the agreement that the parties have agreed upon. In the implementation of the agreement, there is one party who does not fulfill the contents of the performance of the agreement. Thus, it means that one of the parties has made a default.

For example, this case of default made by the seller at Lazada was experienced by a buyer named Hendrik who purchased a 43-inch TCL TV with type 43A8 at Lazada with order number 429194208535373 on July 7, 2020, at the TCL Official

Store. The delivery of the goods is by Ninja Xpress courier and has a receipt number NLIDAT0000530828. However, when Hendrik opened his order package, it contained a Toshiba-branded used TV that Hendrik got. (Hendrik 2020). This case means that the seller has made a default in doing what was promised. However, not as promised.

B. Form of Seller's Responsibility for Default in *Online* Sale and Purchase Agreement at Lazada Marketplace

The online sale and purchase agreement at Lazada is the same as a traditional or conventional sale and purchase agreement. However, there are differences that lie in its implementation where online buying and selling agreements are carried out by sellers and buyers who do not need to meet face to face. Meanwhile, conventional buying and selling agreements require the seller and buyer to meet face to face. Even so, with this fundamental difference, the terms and conditions of the agreement remain the same, namely contained in Article 1320 of the Criminal Code. In Article 1320 of the Criminal Code, one of them is an agreement. In the online sale and purchase agreement, the application of this agreement is because there is a statement of will. The statement of will itself has 2 elements, namely the will and the statement. The theory of the will itself has the principle that if an agreement is not in accordance with the appropriate will, the agreement is invalid. Then in this statement element, what becomes a benchmark is what the person states. So that in a sale and purchase agreement if there is a statement of two people meeting, an agreement has occurred and binds all parties (Hernoko 2021).

The link from the agreement theory to the implementation of the online buying and selling agreement theory through the analysis results in the Lazada Marketplace is that the buyer presses the basket button and then buys the goods as desired. Then the buyer will pay it is a sign that the seller has also agreed to the item in question. If all the ordering steps have been passed by the buyer, the buyer's order will be entered on the order list and will be processed by the seller for packaging and sent to the address that the buyer fills in. In other words, the theory states that the agreement of the parties is expressed as a common will in the goods sold, the method of payment, the price, and others. When this situation is reached, then the online buying and selling has fulfilled the implementation of the theory of legal agreement.

In the process of online buying and selling transactions, buyers cannot see the physical form of the goods to be ordered directly. When the buyer has agreed to buy the item, it means that the buyer only sees the condition of the ordered item based on the picture and explanation of the description listed. If the ordered goods to be received are not in accordance with what has been stated in the description, the buyer has the right to get a return of goods (return) or the buyer wants an exchange of goods in accordance with what was promised. This sale and purchase agreement

has occurred since the agreement was reached even though the goods have not been received by the buyer. Thus, the seller must carry out all the achievements stated in the agreement.

In Article 1313 of the Civil Code which explains that "Agreement is an agreement that is binding for both parties" this is also the basis for all parties to the sale and purchase transaction in the Lazada Marketplace. The agreement in which the agreement contains that the seller must comply with Lazada's terms and conditions. This situation is marked at the time of account creation accompanied by a sign of approval of the terms and conditions attached to Lazada. It is the same with sellers who create accounts and register themselves as sellers in the Lazada Marketplace to be subject to the terms and conditions. As in the sales chapter clause 2 which states that "Sellers must provide clear and correct descriptions, prices, images, and/or other information regarding each Product offered for sale to Customers through the Platform". With these terms and conditions, if the seller does not provide an appropriate description and sends goods that do not match the description, it means that the seller has violated the clause of the agreement in the terms and conditions and has made a default.

Default itself means negligence, negligence, breach of promise, not fulfilling its obligations in the agreement. According to Subekti, it is revealed that default means that the debtor does not carry out what was promised or is called negligent or negligent. The debtor's negligence is in the form of (Subekti 2005):

1. Not doing what he should have done.
2. Doing what was promised. However, not as promised.
3. Doing what was promised but late; and
4. Doing something that according to the agreement should not be promised (Subekti 2005).

Based on the default case experienced by Hendrik in this case in the form of doing what was promised. However, not as promised. It is also known that according to the agreement and agreement Hendrik ordered a 43-inch TCL TV with type 43A8, it turns out that when the order came and was opened by Hendrik the contents of the order were in the form of a used Toshiba branded TV. It is true that the seller has carried out his agreement by sending the goods according to Hendrik's address. However, the seller sent goods that were not in accordance with what had been agreed. The seller has the responsibility to exchange the goods with the ordered goods as agreed by the seller and the buyer.

Responsibility is a mechanism used in legal relationships that have cause and effect. Legal relations cause legal consequences from the formation of legal events. Through this legal relationship, the relationship between all parties is attached to rights and obligations. As part of the obligation, responsibility is the final part of the

relationship when one party cannot fulfill its rights, it is like the party that does not fulfill the obligation must carry out responsibility to the other party who is harmed. This is also in line with two principles of responsibility. First, it is in line with the principle of liability based on fault, which in this principle has proven the mistakes made by the seller which resulted in the loss and dissatisfaction of the buyer. Second, it matches the principle of liability based on breach of warranty, where in this principle even though the seller has tried to keep his promise and fulfill his obligations, if the buyer feels a loss, the seller is still burdened with the responsibility to compensate for the losses suffered by the buyer (Maulana 2023).

The legal consequences of sellers who make defaults other than the seller must be responsible according to the principle of responsibility. First, the buyer is still entitled to fulfill the agreement, if it is still possible to do so. Second, the buyer has the right to compensation either together with the fulfillment of the performance or by replacing the fulfillment of the performance. Third, after the default, overmacht does not have the power to release the seller. Looking at this default case, according to the results of the analysis, the seller has actually fulfilled the agreement but not in accordance with the agreement. Therefore, it is appropriate for the seller to continue to fulfill the buyer's rights by making compensation according to the agreement that the seller and the buyer have agreed.

Defaults committed by the seller must take responsibility for providing compensation to buyers who have suffered losses. According to Article 1234 of the Criminal Code, compensation for costs, losses, and interest due to non-fulfillment of the agreement is only required if the party who has an obligation to perform in the agreement after being declared negligent to fulfill his agreement. So, in this case, the compensation that must be made by the seller for defaulting according to the KUHPdt is compensation for losses incurred because the seller has the obligation to carry out the performance in the sale and purchase agreement in the form of delivering the ordered goods as it should.

When referring to the case of default in the Lazada Marketplace which occurred to a buyer named Hendrik. Where in this case the buyer did not receive the goods in accordance with the goods traded in the TCL Official Store and did not match the description of the goods and even the goods were different when Hendrik received them. So it is appropriate, the seller must carry out responsibility. The seller's responsibility for the default there are 3 (three) types of compensation according to Article 1246 KUHPdt in the form of:

1. Costs (*Kosten*), namely reimbursement of these costs all expenses or costs incurred. In Lazada's terms & conditions when the buyer receives goods that are not suitable and intends to carry out the process of returning / replacing goods then if the seller has agreed the buyer will get the entire refund.

2. Loss (*Schaden*), which is the loss felt by the buyer because the seller did not send the goods according to the order. Then the seller must make compensation by replacing goods that are not in accordance with the terms and conditions agreed with the buyer.
3. Interest (*Interessen*), which is the profit that should be obtained by the buyer as a party who has the right to receive performance, if the seller as the party obliged to fulfill the performance in the agreement turns out to be negligent. The seller must compensate for the losses suffered by the buyer when sending the goods back. Compensation can be in the form of reimbursement of shipping costs, additional costs incurred by the buyer.

The TCL Official Store seller who has committed default by sending goods that are not suitable in Hendrik's order. The order should have been a 43-inch TCL TV with type 43A8 but instead a used Toshiba-branded TV was sent. For this reason, the responsibility that must be carried out by the seller is compensation. So Hendrik as a buyer can ask for compensation from the seller. What Hendrik must do in asking for compensation from the seller must be in accordance with the terms and conditions in Lazada. When Hendrik found out that the goods were not in accordance with the agreement, Hendrik carried out the process of returning the goods according to the procedure but there was no response from the TCL Official Store. In this case, the responsibility of the seller should be to respond to the return process that has been submitted by Hendrik. Through the return response, the TCL Official Store then sends back the appropriate item, namely a 43-inch TCL TV with type 43A8. The process of returning non-conforming goods is listed in Clause 7.3 Product Replacement of Lazada Terms and Conditions.

"Product Replacement: Product Replacement is made only if Lazada and/or the Seller has agreed. If Lazada (or the Seller) has agreed to provide a replacement Product or has agreed to provide a refund to the Customer, the Product and all components or complete packaging and all contents, must be returned or shipped back to the Seller immediately with shipping costs borne by the Customer."

As buyers should receive compensation, compensation, and or replacement when they get goods that are not suitable. In the provisions of Article 4 of the GCPL Hendrik as a buyer whose rights have been violated by the seller, namely in the form of Hendrik who at that time did not receive replacement goods even though the goods were not in accordance with the agreed agreement. Conditions like this make buyers or consumers given more one-sided rights than sellers or business actors. Therefore, the buyer has an obligation to pay according to the agreed value price and the consumer or buyer should get what has been promised. In this case, not only the seller, but the Marketplace also has responsibility for the transactions carried out by the parties using the application as stated in the Marketplace terms and conditions. Regarding Lazada's policy regarding returns is that Lazada guarantees a

refund of up to 7-15 days. Those return days vary depending on the type of item on Lazada. These three types of goods are in LazMall goods with an estimated return of 15 days, Marketplace goods have a 7-day return time to the seller, and global or taobao/crossborder collectible goods have 7 days also for easy return of goods. However, digital goods are excluded from the scope of the return policy for example E-Books, E-Journals, movies, music, or other software. These digital goods have an estimated return starting from the date of delivery.

Lazada itself has 2 offers through which the item can be returned. The options given by Lazada are to return the ordered item to the seller by way of a 7 or 15-day easy return or a direct return to Merchant (DRTM) with a 7-day return to the seller. The applicable returns for each item can be found in the service details on the product page. After choosing from one of these return methods, select the item to return. The return option will be available once the item has been shipped. When you have decided to return, there will be a form to fill in. The form contains what items will be returned, how many, the reason for the return, and upload a photo of the item. This delivery method consists of 2, namely drop off or pick up.

In some cases, the seller may make a refund before the item is returned. In such situations, the buyer can keep the item or dispose of it and/or the refund will still be credited to the buyer. This is offered by the seller on a case-by-case basis. If the seller rejects a Direct Return to Merchant (DRTM) request or does not reply if a buyer's DRTM request is rejected, the buyer can file a dispute if the buyer disagrees with the seller's decision. If the seller does not reply within 3 business days, the Lazada Marketplace system will file the dispute automatically. Once a dispute is filed with detailed information provided by both the buyer and seller, Lazada will step in and help find a fair conclusion for both parties (Lazada 2020).

The analysis of the case experienced by Hendrik regarding how the seller's responsibility is Hendrik after carrying out all stages of the process of returning goods, but there is no reply from the seller of the TCL Official Store, it is appropriate that if the mistake is made by the seller or seller, the Marketplace as an intermediary is responsible for providing services from the application system or website because the Marketplace provides a platform for selling, payment facilities, and a secure system in interacting buying and selling online. Thus, the form of responsibility of the default case that occurred by Hendrik is compensation in the form of returning goods and exchanging them for goods according to the agreement or returning goods and refunding. This is in accordance with the terms and conditions at Lazada and of course also in accordance with article 1246 of the Criminal Code.

C. Legal Protection of Buyers Due to Default by the Seller in the Marketplace Online Sale and Purchase Agreement

Online buying and selling transactions are also regulated in Law Number 19 of 2016 concerning Amendments to Law Number 11 of 2008 concerning Electronic Information and Transactions (ITE Law). Online buying and selling transactions are legal if they refer to the ITE Law by not being allowed to violate legal aspects. The agreement between the parties in an online buying and selling transaction takes place if the transaction offer that the seller sends, can be accepted by the buyer and get approval from the buyer. Consumer protection guarantees legal certainty for buyers who feel harmed so that the objectives of consumer protection can be realized.

According to the analysis of the default case written previously, the buyer named Hendrik has suffered losses arising from the seller's default. Based on this case, Hendrik actually found out that the goods received did not match his order, so Hendrik submitted a request to return the goods to the seller according to the procedure. Regarding the policy on Lazada's terms & conditions, buyers can submit returns within 14 days from the date of delivery of the goods. However, Hendrik's return request was not responded to. Seeing this, Hendrik deserves legal protection as a buyer. Legal protection for buyers if the seller defaults include the following:

1. Civil Code (KUHPdt)

In the KUHPdt, the sale and purchase itself is listed in Article 1457 and Article 1474, which explains that the seller has 2 obligations, namely the seller must deliver the goods and bear them. Because the goal of the sale and purchase agreement is the transfer of property rights. By fulfilling this main obligation, the seller also receives his rights in the form of the buyer paying according to the agreed price. Regarding the default case experienced by Hendrik, Hendrik as a buyer has carried out his obligations, namely paying in accordance with the agreement. However, the seller of the TCL Official Store does not carry out its obligations in full in the form of the TCL Official Store sending goods that are not in accordance with the agreement. Article 1480 KUHPdt explains the cancellation of the purchase in the event of seller negligence. As well as the buyer's rights listed in Article 1481 KUHPdt and the seller's obligations regarding delivering goods with intact conditions. The meaning of the intact condition is in accordance with the initial condition when agreed to be purchased.

2. Law Number 19 of 2016 concerning Amendments to Law Number 11 of 2008 concerning Electronic Information and Transactions (ITE Law)

Sale and purchase transactions on the Marketplace have been regulated in Law Number 19 of 2016 concerning Amendments to Law Number 11 of 2008 concerning Electronic Information and Transactions (ITE Law). Article 28 paragraph (1) of the ITE Law explains "every person intentionally and without the right to spread false and misleading news that results in consumer harm in electronic transactions" so that when there is a default made by the seller, the electronic transaction is considered valid and accountable.

3. Law Number 8 of 1999 concerning Consumer Protection (UUPK)

In essence, consumer protection is all efforts that ensure legal certainty to provide protection to consumers. In this case there is Article 3 of UUPK, one of which is to create a consumer protection system that contains elements of legal certainty and information disclosure and access to information. The GCPL also lists consumer rights, one of which is in Article 4 letter e, namely consumers have the right to obtain advocacy, protection, and efforts to resolve consumer protection disputes properly, then in letter h it is stated that consumers have the right to obtain compensation, compensation, and / or replacement when the buyer receives ordered goods not in accordance with the agreement.

Based on this description, if it is related to Hendrik's case who experienced default at Lazada Marketplace. Then this is in accordance with the theory of legal protection and at the same time becomes the basis of consumer protection created to provide protection to parties who have a weaker position through legislation. Regarding the occurrence of default, the buyer can make one of the descriptions above as one of the bases for obtaining justice. Lazada as an organizer of electronic commerce in this case as an intermediary between buyers and sellers has also provided options when a problem occurs such as a default by the seller at the TCL Official Store Store if there is a mismatch between the goods when ordered and when receiving the goods. The settlement facility from Lazada is taken if the request for a refund or goods is not responded to and/or rejected by the seller. Then according to Lazada's terms and conditions, the buyer is given the right to submit a request to Lazada. Consumers are given the option to resolve disputes by way of a refund or goods, provided that consumers have previously taken the return policy procedure according to the instructions set out.

CONCLUSION

Based on the description that has been presented in the previous chapters, it can be concluded as follows:

1. In this case, compensation must be made by the seller because he has made a default according to the KUHPdt. The form of responsibility that must be carried out by the seller is compensation. So, Hendrik as a buyer can ask for compensation from the seller. Things that must be done by Hendrik in asking for compensation from the seller must be in accordance with the terms and conditions in Lazada. In the Lazada Marketplace itself has 2 offers through which the item can be returned. The options given by Lazada are to return the ordered goods to the seller by way of an easy return of 7 or 15 days or return directly to the Merchant (DRTM) with a 7-day return to the seller.
2. The legal protection of buyers due to defaults made by sellers in online buying and selling agreements in the Lazada Marketplace can be done in an internal

way that comes from Lazada's terms and conditions. Then external legal protection is legal protection formed by the government through the Law regarding legal protection for buyers when there is a default committed by the seller. In this case in the form of the KUHPdt, the Consumer Protection Law, and the Electronic Information and Transaction Law.

Suggestions

There are several suggestions for writing a thesis that can be addressed to including:

1. For consumers or buyers, it is advisable to be careful, selective, and pay attention to the safety of each product in the form of goods or services, so as not to suffer losses caused by irresponsible sellers and pay attention to the applicable provisions in order to claim compensation.
2. For sellers in online buying and selling transactions must always provide correct and appropriate information, descriptions, and explanations of their goods while adhering to the terms & conditions of the Marketplace. Because the creation of a good relationship between the seller and the buyer will create a state of justice when transacting as well as can have a positive effect on the sustainability of buying and selling transactions in the future.

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