

Legal Responsibility of Business Actors in Breach of Contract Cases in Online Sales Agreements: A Study of District Court Decisions

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ABSTRACT

The advancement of information technology has facilitated online buying and selling transactions, but it has also led to potential breaches of contract (*wanprestasi*) by business entities, such as the delivery of non-conforming goods, shipment delays, and unilateral cancellations. This article examines the legal accountability of business actors in online sales agreements through a normative juridical approach, analyzing statutory regulations and judicial decisions. The findings reveal that common types of breach include product discrepancies, delayed deliveries, and failure to fulfill delivery obligations despite completed payments. In accordance with Articles 1239–1243 of the Indonesian Civil Code, Law No. 8 of 1999 on Consumer Protection, and Law No. 19 of 2016 on Electronic Information and Transactions, business entities are legally liable for such breaches. Court decisions, such as Decision No. 629/Pdt.G/2020/PN Jkt.Sel, illustrate how judges evaluate the elements of breach based on evidence, the principle of good faith, and consumer loss. This study underscores the necessity of enhancing legal awareness among business actors and strengthening dispute resolution mechanisms to ensure fairness for consumers within the rapidly evolving digital business ecosystem.

Keywords: *breach of contract, online buying and selling, legal responsibility.*

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INTRODUCTION

The rapid development of information and communication technology has revolutionized patterns of economic interaction, particularly in the trade sector. Online buying and selling transactions are increasingly dominating modern consumer behavior due to ease of access, time efficiency, and the variety of products offered (Pramudita et al., 2020; Supatcha Meedanphai et al., 2023; Zarkasi & Hariyanto, 2024). However, behind this convenience lies the potential for significant legal issues, especially regarding the fulfillment of obligations by parties in online sale and purchase agreements. In the Indonesian civil law system, the *principle of freedom of contract* and the *conditions for the validity of agreements* as stipulated in Article 1320 of the Civil Code remain applicable to electronic transactions. Nevertheless, in practice, online transactions often result in unclear party identities, ambiguous objects of agreement, and uncertain dispute resolution mechanisms, which frequently lead to cases of default (*wanprestasi*) by business actors. This situation demonstrates the need to strengthen legal responsibility within the context of digital transactions.

According to Anastasya and Wulandari (2022), many business actors on e-commerce platforms do not fully understand their legal obligations to consumers. As a result, when a default occurs, dispute resolution efforts are more often initiated by consumers who actively report issues, rather than by the platform's automated monitoring systems. This leads to an imbalance in the bargaining position within the legal relationship between business actors and

consumers. Existing laws and regulations, such as Law Number 8 of 1999 concerning Consumer Protection and Law Number 19 of 2016 concerning Information and Electronic Transactions (*ITE Law*), have provided a legal framework to regulate the responsibilities of business actors. However, in practice, there is often a gap between normative provisions and their implementation in the field. Prasetyo and Rachmawati (2021) found that a lack of supervision over digital business actors makes consumers vulnerable to violations of their rights.

District Court decisions handling cases of default in online buying and selling are important as academic and practical study material. For example, Decision Number 629/Pdt.G/2020/PN Jkt.Sel affirms the responsibility of business actors to compensate for material losses due to undelivered goods. This decision also demonstrates the court's willingness to uphold the principle of justice for consumers in the digital era. Aliya and Sudarwanto (2024) revealed that the importance of jurisprudence in e-commerce cases can accelerate the formation of legal doctrines that are adaptive to technological developments. However, jurisprudence alone is insufficient if it is not accompanied by increased legal literacy among business actors and the strengthening of alternative dispute resolution institutions.

The problem of default has also increased during the COVID-19 pandemic, which has worsened the operational conditions of business actors and the distribution of goods. Research by Bhagavad and Anindita (2021) shows that delays and cancellations of deliveries during the pandemic resulted in a surge in reports of violations of consumer rights. This condition demands greater clarity regarding legal responsibility in situations of *force majeure* and ordinary negligence. On the other hand, digital platforms as intermediaries also play a crucial role in ensuring consumer trust. The expansion of business actors' responsibilities is no longer limited to individuals or business entities, but also involves the responsibility of e-commerce corporations in providing reliable transaction protection systems. This aligns with the findings of Mustaqim and Larasati (2023), who emphasize the importance of shared responsibility between business actors and platform providers in creating a fair digital trade ecosystem.

With the increasing complexity of online disputes, law enforcement against defaults needs to move beyond a merely formalistic approach toward a progressive, consumer protection-based perspective. This is essential to maintain a balance between the interests of business actors and consumer rights amid the rapid flow of economic digitalization. Therefore, the study of court decisions related to defaults in online sale and purchase agreements is highly relevant. Analyzing judges' legal considerations in determining the responsibilities of business actors will make a significant contribution to the development of civil law in Indonesia, particularly in the realm of electronic transactions.

The urgency of this research lies in the escalating frequency of online contract breaches, which has been exacerbated by the COVID-19 pandemic, disrupting supply chains and intensifying consumer complaints. Studies by Bhagavad and Anindita (2021) reveal that pandemic-related delays and cancellations have exposed systemic weaknesses in consumer protection mechanisms. Yet, there remains a lack of comprehensive analysis on how courts interpret and enforce legal responsibilities in such cases. Without addressing these gaps, consumers will continue to face injustices, and business actors may operate with impunity, undermining trust in digital markets. This research seeks to bridge this divide by analyzing judicial decisions to identify patterns and inconsistencies in legal enforcement.

This study introduces novelty by focusing on District Court decisions, which have been largely overlooked in prior research. While existing literature often emphasizes theoretical frameworks or platform policies, this research delves into the practical application of laws through case law analysis, such as Decision No. 629/Pdt.G/2020/PN Jkt.Sel. By examining judges' legal reasoning, the study uncovers how principles like good faith, evidentiary standards, and *force majeure* are applied in real-world disputes. This approach provides fresh insights into the interplay between normative laws and judicial practice, offering a more nuanced understanding of legal accountability in Indonesia's digital economy.

The primary objective of this research is to systematically analyze the forms of breach in online sales agreements, the regulatory basis for business actors' liability, and the judicial rationale in resolving such disputes. By synthesizing statutory provisions with court rulings, the study aims to identify discrepancies between legal theory and enforcement, as well as propose actionable reforms. For instance, the research explores whether current laws adequately address emerging issues like data privacy violations or platform intermediation, which are often excluded from traditional breach classifications. This objective aligns with the broader goal of enhancing legal certainty and fairness in digital transactions.

The benefits of this research are multifaceted. Academically, it contributes to the literature on digital contract law by integrating normative analysis with empirical case studies. Practically, it provides policymakers with evidence-based recommendations to strengthen consumer protection frameworks, such as improving dispute resolution mechanisms or refining platform accountability standards. For business actors, the findings offer clarity on their legal responsibilities, potentially reducing inadvertent breaches. Ultimately, this research supports the development of a more resilient and equitable digital marketplace, fostering trust between consumers and businesses while adapting to the dynamic nature of online commerce.

METHOD

The research method used in this article is the normative juridical method, which relies on the analysis of applicable laws and regulations, legal doctrines, and court decisions as both primary and secondary legal materials. This research adopts a statutory approach and a case approach to examine the legal responsibility of business actors in cases of *wanprestasi* (default) in online sales and purchase agreements. The focus of the study is on the synchronization between written legal norms and their application in judicial practice. Data collection was conducted through literature studies by reviewing statutory laws, scientific journals, law books, and District Court decisions related to defaults in online buying and selling, with particular attention to Decision Number 629/Pdt.G/2020/PN Jkt.Sel. The data obtained was then analyzed qualitatively, emphasizing legal reasoning to systematically describe the legal responsibilities of business actors and to assess how judicial decisions reflect consumer protection in the digital context. This approach enables a comprehensive understanding of the alignment between normative legal frameworks and their practical enforcement, especially in the rapidly evolving landscape of digital commerce law in Indonesia.

RESULTS AND DISCUSSION

Common Forms of Default in Online Sale and Purchase Agreements between Business Actors and Consumers

The first form of default that often occurs is the mismatch of the goods between what is delivered and what is promised in the product description. Many consumers report receiving goods that are defective, counterfeit, or of far below expected quality. Abdul Rahman (2023) said that "shipments not in accordance with the agreement" are common defaults in the Cash on Delivery (COD) feature on the marketplace. In addition, late or untimely delivery also dominates dispute reports. This situation occurs both due to the negligence of business actors and logistical disruptions. The results of a study by Miskawati et al. (2024) stated that one of the main causes of default is "late delivery of goods" from the seller.

The next form of default is the non-delivery of goods at all even though payment has been received. Cases of loss of goods or unilateral cancellation by sellers remain a big problem. This is reinforced by the report of Haryono et al. (2023) that consumers are entitled to compensation if achievements are not met. The COD purchase method also causes a form of default from unilateral cancellation by the buyer when the goods have been shipped, as found in Handriani's research (2025). Buyers often refuse to accept or pay without a valid reason, to the detriment of the seller.

In addition, a delay in payment by the consumer can also be called a default on the part of the buyer. Buyers who pay late or pay not according to the agreement violate Article 1238 of the Civil Code, which regulates the obligation to pay on time. The withdrawal of orders after the delivery process has started also causes disruptions, because business actors have allocated goods and logistics costs. This is in accordance with the findings of Miskawati et al. (2024) which noted that negligence of sellers and consumers alike can occur.

Another form of default is a significant difference in size, color, or variant of the product from the advertised. For example, the buyer expects to get a cellphone but receives soap—the phenomenon of "ordering a cellphone but being sent a bar of soap" mentioned in the study Norma Unissula. Some business actors also commit price fraud, where the promo price does not really apply during the transaction, or additional fees are imposed suddenly. This leads to default because business actors do not meet the transparent price agreement.

Then, misuse of consumers' personal data or privacy violations are also seen as forms of default, although not in the traditional form. Haryono et al. (2023) highlight the lack of encryption and account protection as a violation of business responsibility to consumers. Finally, business actors often fail to clearly notify the terms and conditions of returns or warranties, so that consumers cannot exercise their rights when product negligence occurs. This situation weakens consumer rights and worsens the image of default.

Regulation of Legal Responsibilities of Business Actors in Default Cases According to Laws and Regulations in Indonesia

Within the framework of national law, the responsibility of business actors for defaults in online sales and purchase agreements is explicitly regulated through Law No. 8 of 1999 concerning Consumer Protection. Article 7 of the Consumer Protection Law stipulates the obligation of business actors to provide true, complete, and honest information about products

and transactions. In the event of a default, the consumer is entitled to compensation, reimbursement, or refund (compensation) guaranteed in Article 19 paragraph (1) of the Law.

Law No. 19 of 2016 concerning Information and Electronic Transactions (ITE Law) is an additional legal umbrella in online transactions. In its implementation, the ITE Law strengthens digital responsibility, article 28 juncto Article 32 states that business actors are responsible for the correctness of information content and the sustainability of electronic transaction processing. In the event of default, business actors can be subject to administrative and even criminal sanctions if proven to have committed electronic fraud

The principle of freedom of contract as stated in Article 1320 of the Civil Code remains the basis for the validity of online buying and selling agreements. However, especially in default, Articles 1239–1243 of the Civil Code describe the forms of default (failure to perform, are late, or do not implement the agreement at all) and the reference to sanctions in the form of fulfillment of achievements, compensation for losses, or cancellation of agreements. This strengthens the legal basis for further compensatory action

In a study by Huda and Farida (2022), it was found that the consumer protection provisions in Law 8/1999 still need to be equipped with independent digital supervision standards. They state that "online consumers often do not obtain criminal or civil certainty in the event of a default, because regulations are not yet fully in sync with modern digital practices".

Furthermore, Pertiwi's analysis (2023) highlights the regulatory dualism between the Consumer Protection Law and the ITE Law. Although both have similar goals, dispute resolution procedures tend to lead to the administrative realm—BNNP or ICC—so that civil decision-making in court becomes less efficient and burdensome for consumers.

Law No. 11 of 2020 concerning Job Creation also brought a number of changes, including the expansion of alternative mechanisms for consumer dispute resolution (PSK) through independent mediation or online dispute resolution (ODR). However, the journal Risma et al. (2024) show that the implementation of ODR is still limited due to the low legal awareness of business actors towards this process.

In addition to the regulations that have been mentioned, the role of the government through the Regulation of the Minister of Trade and the OJK Regulation (for the fintech sector) further strengthens the responsibility of business actors. For example, the Regulation of the Minister of Trade No. 50 of 2020 requires e-commerce platform providers to ensure seller identity verification and provide effective consumer complaint services. Juridically normative, the unification of the norms of the Civil Code, the Consumer Protection Law, the ITE Law, and the technical regulatory sector is a strong basis for responding to defaults.

Business actors are not only subject to civil sanctions—such as the fulfillment of additional achievements and compensation—but also subject to administrative and criminal sanctions if they violate data protection aspects or are indicated by electronic fraud. Overall, the review of the regulations shows that Indonesia already has an adequate legal foundation to address defaults in online transactions. However, the shortcomings lie in the implementation and enforcement aspects: consumers who have defaulted are often reluctant to file a lawsuit due to the lengthy process and the high costs.

Thus, this discussion underscores the importance of structural reform in the form of increasing access to digital-based prostitution, synergy between supervisory institutions, and

legal education for business actors. This is necessary so that regulations are not just on paper, but are able to answer the dynamics of today's electronic transactions.

Legal Considerations of Judges in Deciding Online Sale and Purchase Default Cases based on District Court Decisions

In deciding online sales and purchase default disputes, district court judges generally examine the suitability between the facts at trial and the elements of default according to Articles 1238–1243 of the Civil Code. The judge will assess whether there are obligations that must be fulfilled, negligence in fulfilling obligations, and losses caused by business actors. This analysis is heavily influenced by the type and strength of the evidence submitted.

Written evidence is the center of the judge's attention. The case study of the Medan District Court Decision No. 686/Pdt.G/2021 shows that the panel of judges rejected the debtor's default claim because the evidence in the form of the debtor's confession did not meet the evidentiary standard, while the agreement document and written summons were accepted as strong evidence. In addition, the judge also applied the principle of *pacta sunt servanda*, namely the obligation to comply with the content of the agreement. In the Pontianak District Court Decision No. 73/Pdt.G/2024, the judge stated that if the defendant does not fulfill the obligations as understood by both parties, then the default lawsuit must be granted even though it does not include interest claims or fines outside the agreement.

The District Court also considers the basis of good faith in contractual relationships. According to the research of the Kepanjen District Court Decision in the study of Yuni Amanda et al. (2024), the judge explained that default can occur if one of the parties executes the contract without honesty and good faith, for example ignoring legal warnings or summons. The force majeure aspect is also a concern. For example, in the Medan District Court decision No. 686/2021, the judge excluded the debtor's negligence in the event of compelling conditions such as the COVID-19 pandemic. Yet they still only accept official evidence, not oral confessions, to justify force majeure status.

Judges often assess the validity of contractual conventions, including penalty clauses and late fees. In Bekasi (No. 266/Pdt.G/2023), the judge determined that the determination of fines or interest only applies if it is clearly stated in the agreement. In addition to drafting the legal basis of the Civil Code, the judge also often refers to previous jurisprudence. For example, in the case of the Sumbawa Besar District Court No. 42/Pdt.G/2019, the judge used the previous decision as a reference to strengthen the interpretation of the elements of evidence, justice, and legal certainty.

The judge also distinguishes between default and unlawful acts (PMH). In the Supreme Court's Decision No. 338 PK/Pdt/2022, the Supreme Court emphasized that the element of PMH is different and cannot be automatically classified as a default: it depends on the intention and adverse consequences that are beyond mere fault. The decision enforcement process also reflects the judge's consideration of the consumer's right to recovery. Usually, the judge orders the fulfillment of achievements, compensation for losses, and charges case costs. This action is intended so that the decision provides a deterrent effect for business actors and restores the legal position of consumers.

Finally, the judge's decision is usually accompanied by an emphasis on the value of substantive justice. Nowadays district court judges not only limit themselves to formalistic

legal principles, but also consider the social and moral implications of online defaults, as part of consumer protection.

CONCLUSION

Defaults in online buying and selling agreements—manifested as delivery delays, non-conformity of goods, and complete non-delivery despite payment—are frequent occurrences that highlight the weak commitment of business actors to fulfilling contractual obligations. Issues such as inconsistent product information, unilateral cancellations, and limited legal understanding among business actors further undermine consumer protection. Although regulations like the Civil Code, Law No. 8 of 1999 on Consumer Protection, and Law No. 19 of 2016 on Information and Electronic Transactions provide a strong normative foundation for addressing defaults, the practical application of these laws—reflected in judicial decisions that emphasize evidence, contract terms, and good faith—still faces challenges in ensuring justice that is consistent, transparent, and adaptive to the evolving nature of digital transactions. Therefore, future research should focus on evaluating the effectiveness of current legal enforcement mechanisms and exploring innovative regulatory models that can better address the complexities of online commerce and strengthen consumer protection in the digital era.

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