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The Legal Liability of Business Actors for Products Not Described in E-Commerce Transactions

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ABSTRACT

The development of electronic transactions through e-commerce platforms has changed global trade patterns, but has given rise to serious legal issues related to the discrepancy between products received by consumers and the descriptions displayed by business actors. This study aims to analyze the legal status of product descriptions in electronic sales agreements and construct the form of legal responsibility of business actors for products that do not match the descriptions in e-commerce transactions. This study uses legal protection theory, contract theory, and legal responsibility theory as the analytical framework. The method used is normative legal research with a statutory approach, a conceptual approach, and a case approach, supported by limited interviews with legal academics. Legal materials were obtained from primary, secondary, and tertiary legal materials, which were analyzed using normative qualitative methods with grammatical, historical, and teleological interpretations. The research findings indicate that product descriptions in e-commerce transactions are an integral part of the legally binding agreement between the parties based on Article 1320 and Article 1458 of the Civil Code. Discrepancies between product descriptions and goods received by consumers can be qualified as a breach of contract and a violation of consumer rights based on Article 4 letter c, Article 7 letter b, and Article 8 paragraph (1) letter f of the Consumer Protection Law. Legal liability for business actors can be pursued through three legal domains: civil liability based on breach of contract, administrative liability based on Government Regulation Number 80 of 2019, and consumer protection liability based on the principle of strict liability as stipulated in Article 19 of the Consumer Protection Law. This research conceptually proposes the development of a shared responsibility framework between marketplace platforms and business actors to ensure more effective consumer protection in digital transactions.

INTRODUCTION

The development of information and communication technology has fundamentally transformed global trade patterns. Conventional transactions requiring the physical presence of parties and direct inspection of goods have gradually shifted toward electronic transactions through e-commerce platforms offering easy access, time efficiency, and unlimited product variations unconstrained by geographical boundaries. Bank Indonesia recorded that e-commerce transaction value in Indonesia reached Rp533 trillion in 2023, while overall electronic commerce transactions reached Rp1,288.93 trillion in 2024 . These figures demonstrate that e-commerce has become an integral part of the national economy and increasingly embedded in the daily lives of Indonesian society.

However, behind this impressive growth, e-commerce transactions harbor serious legal issues, particularly concerning consumer protection (Celestin, 2024; Chawla & Kumar, 2022; Kerti, 2025; Luan, 2025; Mbuthia, 2025; Sun, 2024; Swandari et al., 2025; Zhao, 2023). Unlike conventional transactions, consumers in electronic transactions lack the opportunity to directly inspect goods before making payment. All purchasing decisions depend entirely on information provided by business actors through digital platforms, whether in the form of images, videos, or textual product descriptions. This complete reliance on digital information creates significant information asymmetry between consumers and business actors, placing consumers in a weaker position . The National Consumer Protection Agency (BPKN) recorded that the electronic trading system (PMSE) sector consistently ranks second in terms of consumer complaint volume. Over the past three years, BPKN received 519 consumer complaints in the PMSE sector with potential consumer losses reaching Rp22.6 billion . Throughout 2025, BPKN estimated that consumer losses from various complaints reached approximately Rp1 trillion . These data indicate that the risk of consumer losses in the digital ecosystem is not a sporadic issue but a systemic and widespread problem.

One of the most dominant issues in e-commerce transactions is the discrepancy between products received by consumers and the descriptions or images displayed by business actors on digital platforms (Buldeo Rai et al., 2019; Trisnorhadis, 2025). BPKN identified that complaints regarding goods not matching advertisements or descriptions constitute one of the highest complaint categories in the PMSE sector, alongside refund issues (BPKN RI, 2022), product returns, unilateral transaction cancellations, fake accounts, and counterfeit or defective goods (Guo et al., 2020; Kodate et al., 2019). According to BPKN data, from 12,051 public complaints received from 2017 to July 2026, the three most complained sectors were financial services, housing, and electronic trading systems, accounting for approximately 64% of total complaints . This condition is exacerbated by the fact that consumers often lack access to effective dispute resolution mechanisms, especially when business actors are outside jurisdictional reach or when marketplace platforms limit their liability through standard clauses.

Normatively, consumer rights to true, clear, and honest information have been regulated in Law Number 8 of 1999 concerning Consumer Protection (UUPK). Article 4(c) of the UUPK explicitly states that consumers have the right to correct, clear, and honest information regarding the condition and guarantees of goods and/or services. This provision is reinforced by Article 7(b) of the UUPK which obligates business actors to provide correct, clear, and honest information regarding the condition and guarantees of traded goods and/or services . Furthermore, Article 8(1)(f) of the UUPK prohibits business actors from trading goods that do not comply with promises stated in statements, advertisements, or sales promotions.

The Indonesian Civil Code (KUHPerdata) also provides a legal foundation through Articles 1320 and 1458 which regulate the valid requirements of agreements and the moment of sale and purchase, where product descriptions determine the object of the agreed agreement. The legal protection theory advanced by Satjipto Rahardjo asserts that legal protection is an effort to provide safeguard for the rights of legal subjects, while contract theory according to Subekti teaches that an agreement is an event in which one person promises another to perform something, thus product descriptions as part of the agreement possess binding force. Legal liability theory, particularly the strict liability principle developed in consumer protection law, provides the basis for imposing liability without the need to prove fault.

Despite the existence of these regulations, their implementation in e-commerce practice still faces various obstacles. Research by Pinasang and Massie (2025) shows that consumers often experience difficulties in claiming their rights when receiving goods that do not match descriptions due to limited evidence and the weak position of consumers in proving business actor fault . Research by Rokot et al. (2024) found that legal loopholes still exist allowing business actors to evade liability through various excuses, causing consumers to suffer losses without adequate recovery . Mahendra et al. (2025) in their study on strict liability doctrine concluded that the fault-based liability paradigm is considered less effective in ensuring access to justice for e-commerce consumers. Meanwhile, Hapsari and Nugroho (2025) affirmed that under Article 19 of the UUPK, business actors can be held absolutely liable (strict liability) for losses arising from goods that are unfit for use or deviate from specifications, without the need to prove fault. These findings indicate that consumer protection in the e-commerce domain still requires strengthening through more effective and responsive legal instruments to address the dynamics of digital trade.

The research gap identified in this study is the absence of a clear legal construction regarding the position of digital product descriptions as part of the performance in electronic sale and purchase agreements, as well as the lack of clarity regarding the most appropriate form of business actor legal liability for cases of product description discrepancies. Previous research has focused more on consumer protection generally in e-commerce transactions or business actor liability under the UUPK generally, without specifically analyzing the position of product descriptions as binding contractual clauses. Research by Mahendra et al. (2025) has begun to address strict liability application, but remains limited to doctrinal aspects and has not constructed the normative position of product descriptions as part of agreements . Research by Pinasang and Massie (2025) highlights consumer weaknesses in proof, but does not deeply analyze how product descriptions are positioned in contract law . Thus, no research has comprehensively integrated the analysis of product description positions in the Civil Code and UUPK with the construction of business actor liability based on strict liability principles.

The urgency of this research lies in the need to provide legal certainty for consumers and business actors in e-commerce transactions, especially considering the continuously increasing transaction volume and potential losses incurred. BPKN recorded that from total potential consumer losses reaching Rp424.25 billion in 2024, only approximately Rp44.82 billion was successfully recovered . This figure indicates a significant redress gap, suggesting that existing consumer protection mechanisms are not yet effective. Without clear legal construction, disputes between consumers and business actors regarding product description discrepancies will continue to harm both parties and hinder the growth of a healthy e-commerce ecosystem. YLKI also highlighted that the 27-year-old Consumer Protection Law is no longer adequate to address digital transaction challenges, necessitating normative updates and interpretations to strengthen consumer protection.

The novelty of this research lies in three aspects. First, this research deeply analyzes the position of product descriptions in electronic sale and purchase agreements by simultaneously integrating provisions of the Civil Code (Articles 1320, 1333, and 1458) and the UUPK (Article 4(c), Article 7(b), and Article 8(1)(f)), which has not been conducted by previous studies. Second, this research constructs business actor legal liability through three cumulative legal domains (civil, administrative, and consumer protection) by integrating strict liability principles in Article 19 of the UUPK and breach of contract provisions in the Civil Code. Third, this research conceptually proposes a joint liability framework between marketplace platforms and business actors, based on the platform's obligation as an electronic system operator to verify merchant identities and validity and ensure system reliability.

This proposal aligns with practices in other jurisdictions, such as the Beijing Internet Court which applied joint platform liability in cases where merchants left the platform before resolving consumer disputes.

The research problem is focused on two main questions: (1) What is the position of product descriptions in electronic sale and purchase agreements under the UUPK and Civil Code?; (2) How is the construction of business actor legal liability for products that do not match descriptions in e-commerce transactions? This research is expected to provide theoretical contributions to the development of legal science, particularly in contract law and consumer protection law, as well as practical contributions to policy-making and strengthening consumer protection in the digital trade ecosystem.

The objective of this research is to identify and analyze the position of product descriptions in electronic sale and purchase agreements under the UUPK and Civil Code, as well as to construct the form of business actor legal liability for products that do not match descriptions in e-commerce transactions.

The benefits of this research include: first, providing legal clarity for consumers and business actors regarding the status of product descriptions in electronic sale and purchase agreements; second, serving as consideration for policymakers in revising or formulating regulations more responsive to consumer protection challenges in the digital era; third, providing guidance for judges, arbitrators, and BPSK in resolving consumer disputes related to product description discrepancies.

METHOD

This study uses a normative legal research type with a statute approach, a conceptual approach, and a case approach supported by primary data from limited interviews with legal academics to confirm the application of norms in practice. The statutory approach is carried out by examining Law Number 8 of 1999 concerning Consumer Protection (UUPK), the Civil Code (KUHPerdata), Law Number 11 of 2008 concerning Information and Electronic Transactions as amended by Law Number 19 of 2016, Government Regulation Number 80 of 2019 concerning Trade Through Electronic Systems, and Regulation of the Minister of Trade Number 31 of 2023 concerning the Implementation of Trade Through Electronic Systems. The conceptual approach is used to analyze legal concepts such as the responsibilities of business actors, consumers' rights to information, the principle of good faith, the principle of strict liability, and the doctrine of joint liability that have developed in the legal literature. The case study approach was conducted by reviewing relevant court decisions, including Decision Number 50/Pdt.Sus-BPSK/2024/PN.Idm, which overturned the BPSK decision due to procedural flaws in an e-commerce dispute.

The data population in this study comprised all legal materials related to consumer protection and the responsibilities of business actors in e-commerce transactions. The data sample was purposively selected based on the following criteria: (a) laws and regulations directly governing consumer protection and electronic transactions, (b) textbooks and scientific journal articles discussing business actor responsibilities and product descriptions in e-commerce, and (c) court decisions resolving consumer disputes related to product discrepancies with descriptions. The sampling technique used purposive sampling, selecting the most relevant legal materials with high authority in the Indonesian legal system. The research instrument was the researcher (human instrument) who conducted in-depth searches, collection, and analysis of the legal materials. Data were collected through library research, exploring legal materials in libraries, online legal databases, and accredited scientific journals from Google Scholar and Scopus. To support the normative analysis, limited interviews were conducted with three legal academics with expertise in consumer protection and contract law, selected purposively.

Data analysis was conducted qualitatively using normative legal interpretation methods: grammatical interpretation (interpretation based on the text of the law), historical interpretation (interpretation based on the history of the law's formation), and teleological interpretation (interpretation based on the purpose of the law) (Smits, 2019; Hage & Akkermans, 2021). The collected data were analyzed through three stages: first, identification and systematization of legal materials based on sources and hierarchy (Taekema, 2021); second, interpretation of legal materials to discover the meaning of norms (Bix, 2022); and third, legal construction to formulate the most appropriate form of business actor responsibility (Soosay & Kanapathipillai, 2023). The software used in this study was Mendeley for reference management and Microsoft Word for manuscript writing. Data validity was tested through source triangulation techniques by comparing various sources of legal materials and interviews, and member checking to ensure the accuracy of interpretations. This study did not use statistical tests due to its qualitative normative nature. Instead, it employed deductive-inductive reasoning to draw conclusions from general norms to specific cases of product description discrepancies in e-commerce transactions.

RESULTS AND DISCUSSION

Position of Product Description in Electronic Sales and Purchase Agreement according to UUPK and Civil Code

The development of e-commerce transactions in Indonesia has changed the pattern of legal relations between consumers and business actors, especially in the process of buying and selling agreements that are carried out electronically. Unlike conventional transactions that allow consumers to inspect goods directly, electronic transactions cause consumers to fully rely on information provided by business actors through digital platforms, which are in the form of photos, videos, and textual descriptions presented by business actors on the platform storefront. This condition of information asymmetry puts product descriptions in a very crucial position juridically because they are the only medium for the formation of agreements between sellers and buyers.

This study examines the legal position of the product description through two main legal instruments, namely the Civil Code (KUHPerdata) as a general agreement law and Law Number 8 of 1999 concerning Consumer Protection (UUPK) as a special law that regulates the relationship between business actors and consumers.

From the point of view of the Civil Code, buying and selling transactions through e-commerce are still subject to the provisions of Article 1320 of the Civil Code which regulates the four valid conditions of the agreement, namely the agreement of the parties, the ability to make an agreement, a certain thing, and a halal cause. The condition of "a certain thing" as stipulated in Article 1333 of the Civil Code requires that the object of the agreement be determined in type or at least can be determined later. In the e-commerce ecosystem, the determination of the type of object of agreement is realized through product descriptions displayed by business actors on digital platform storefronts. When the consumer presses the "Buy" button, that is when an agreement (consensus) is formed which is based on the visualization and description of the product that has been displayed, in accordance with the doctrine of Subekti which defines an agreement as an event in which a person promises to another person to perform something. Thus, the product description is normatively part of the content of the agreement that determines the object of the agreement and has the legal force of binding the parties since the agreement occurred.

Based on the results of an interview with Dr. H. Jaenudin Umar, SE, SH, M.Kn. states that "The product description in an e-commerce transaction is juridically situated as the content of a binding agreement. When consumers buy based on this description, business actors are bound to deliver goods that are completely in accordance with what has been described. The discrepancy between the description and the goods received is a form of default that can be held legally liable to the business actor." This opinion is in line with the provisions of Article 1458 of the Civil Code which emphasizes that the sale and purchase is considered to have occurred between the two parties immediately after they reach an agreement on goods and prices, even though the goods have not been handed over or the price has not been paid. In the context of e-commerce, the 'consensus on goods' is formed through product descriptions that are displayed digitally.

Furthermore, product descriptions in e-commerce transactions do not only function as promotional information, but are also an integral part of the achievement of agreements that must be fulfilled by business actors as sellers. Business actors in the sense of the UUPK are any person or business entity that carries out activities in the field of trade in goods and/or services, and in this capacity they have a normative obligation to convey true, clear, and honest information to consumers as stipulated in Article 4 letter c of the UUPK which guarantees consumers' rights to accurate information. This obligation is strengthened by Article 7 letter b of the UUPK which expressly requires business actors to provide true, clear, and honest information regarding the condition and guarantees of goods and/or services traded, as well as Article 8 paragraph (1) letter f of the UUPK which prohibits business actors from trading goods that are not in accordance with the promises stated in the statement, advertisements, or sales promotions.

These provisions together build a legal construction that digital product descriptions are not just marketing narratives, but are formal representations of the promised achievements. It should be stated that if the visual or text description on the digital storefront is not in harmony with the physical of the original product, the business actor is juridically considered to have failed to meet the quality assurance standards and agreements offered to consumers, which directly has implications for the emergence of legal liability.

Construction of Legal Liability of Business Actors for Products Not Described in E-Commerce Transactions

The legal liability of business actors for products that do not match the description in e-commerce transactions can be constructed through three cumulative legal domains, namely civil and administrative liability. The choice of the realm of liability is determined based on the level of bad faith of business actors and the amount of impact of losses caused to consumers. In the realm of civil law, the inconsistency between the goods received by consumers and the product description is qualified as a default based on Article 1234 of the Civil Code, especially in the form of the implementation of achievements that are not as they should be (defective achievements). The legal consequence of this default is the onset of obligations for business actors to reimburse costs, losses, and interest as stipulated in Article 1243 of the Civil Code. This construction of default is relevant when product nonconformity occurs without an element of intentionality, for example due to negligence in the management of stock of goods or unconscious misinformation.

"However, the UUPK provides a stronger instrument through the principle of strict liability (semi-strict liability) regulated in Article 19 paragraph (1), which obligates business actors to provide compensation without requiring consumers to prove fault, although certain exceptions are recognized under Article 27 of the UUPK, such as force majeure, consumer negligence, or the expiration of the claim period. This principle differs from absolute liability in that it allows for exceptions and limitations, reflecting the semi-strict liability approach adopted in Indonesian consumer protection law. Based on these provisions, business actors are responsible for providing compensation for damage, pollution, and/or losses to consumers due to consuming goods and/or services produced or traded, without the need to prove the existence of an element of fault.

Based on the results of the interview which stated that "In the doctrine of consumer protection, Article 19 of the UUPK is often interpreted as a form of absolute responsibility or at least close to the principle of strict liability, it is very relevant applied in e-commerce disputes because consumers are often in a position where it is not possible to prove the fault of business actors. It is enough to prove that the goods received are not as described, then the obligation to compensate the business actor is legally attached. It can be in the form of refunds, replacement of similar goods, or cancellation of the sale and purchase contract reciprocity."

The form of compensation based on Article 19 paragraph (2) of the UUPK includes: reimbursement of money or goods of equivalent value, reimbursement of costs and/or services, compensation for losses arising due to damage, pollution, or suffered by consumers, and compensation referred to in this paragraph shall be given within a period of 7 (seven) days after the date of the transaction.

Administrative accountability is the second realm that can be taken in the e-commerce consumer protection law enforcement ecosystem (Micklitz, 2021; Howells et al., 2022; Cafaggi, 2020; Busch, 2021; Twigg-Flesner, 2023). Based on Government Regulation No. 80 of 2019, administrative sanctions that can be imposed on business actors who are proven to violate the obligation to present correct product information include written reprimands, administrative fines, suspension or revocation of electronic commerce business licenses, and blocking of store accounts by e-commerce platforms.

From the results of an interview with Dr. H. Jaenudin Umar, SE, SH, M.Kn. who stated "In practice, the administrative route is often more effective and faster than the court route, especially for consumers with small loss values. E-commerce platforms such as Tokopedia, Shopee, or Lazada have an internal complaint resolution mechanism that can encourage administrative accountability of business actors faster. The problem is that not all platforms implement this mechanism consistently and in favor of consumers." Based on this statement, the fundamental weakness of the administrative route is that the relatively small value of losses in online retail transactions makes consumers reluctant to pursue a formal settlement mechanism through BPSK or the Court due to the high operational costs of enforcing these rights. This condition creates a gap of impunity for rogue business actors who operate on a large scale but with a small per-transaction value.

A crucial issue that arises in the construction of e-commerce legal accountability is the determination of the position of marketplace platforms as an electronic system operator. So far, the platform has tended to position itself as a passive intermediary (mere conduit) who is not responsible for the behavior of merchant sellers.

However, this view needs to be corrected normatively because based on Government Regulation No. 80 of 2019 and the ITE Law, electronic system operators have an obligation to ensure the reliability and security of the systems they operate, including the obligation to verify the identity and validity of merchants operating on their platforms. Failure to carry out adequate verification and supervision makes the platform legally liable for consumer losses within the framework of joint liability. The construction of joint liability between merchants and e-commerce platforms is an urgent legal need to provide certainty of stronger legal protection for consumers.

Based on the normative construction that has been described, there are three lines of legal liability that consumers can take if they receive goods that do not meet the description in e-commerce transactions. First, the contractual route based on default through the provisions of Articles 1243 and 1246 of the Civil Code which allows consumers to claim compensation for real losses suffered due to the non-fulfillment of achievements by business actors according to the agreed product description.

Second, the delictuous route based on unlawful acts as stipulated in Article 1365 of the Civil Code, which is relevant if the inconsistency of the product description is done intentionally or due to negligence that causes losses to consumers. Third, the consumer protection route based on Article 19 of the UUPK which provides the right to direct compensation with a reverse proof mechanism that eases the burden on consumers. These three pathways are cumulative and can be used simultaneously depending on the existing legal facts.

In the practice of dispute resolution, consumers can choose between litigation through the general court or non-litigation through the Consumer Dispute Resolution Agency (BPSK) as stipulated in Article 52 paragraph (1) of the UUPK. BPSK is authorized to handle and resolve consumer disputes outside of court through mediation, arbitration, or conciliation, which is procedurally simpler and more affordable than formal litigation. Strengthening the position of consumers in proving e-commerce disputes is also supported by the provisions of the ITE Law which recognizes electronic information as valid evidence based on Articles 5 and 6 of the ITE Law as amended by Law Number 19 of 2016. Thus, screenshots of product descriptions on e-commerce platforms at the time of the transaction can be used as valid evidence in the dispute resolution process, providing a practical proof instrument for consumers who are often in a weaker position.

CONCLUSION

Based on the research results and discussion regarding the legal responsibility of business actors for products that do not match the description in e-commerce transactions, two main conclusions can be drawn that answer the research problem formulation. First, product descriptions in e-commerce transactions have legal standing as part of the electronic sales agreement that binds the parties.

Based on Articles 1320 and 1458 of the Civil Code, an agreement in an electronic transaction is formed when a consumer agrees to a purchase based on the information and product description displayed by the business actor on the digital platform. Therefore, product descriptions are not merely promotional tools, but rather a representation of performance that business actors must fulfill. The provisions of Article 4 letter c, Article 7 letter b, and Article 8 paragraph (1) letter f of the Consumer Protection Law reinforce this position by protecting consumers' rights to correct, clear, and honest information. Therefore, any discrepancy between the product description and the goods received by the consumer can be classified as a breach of contract and a violation of consumer rights.

Second, the construction of business actors' legal responsibility for products that do not match the description in e-commerce transactions can be pursued through three cumulative legal domains. In the civil realm, product nonconformity is categorized as a breach of contract under Articles 1234 and 1243 of the Civil Code because the business actor fails to fulfill the agreed performance. From the perspective of the Consumer Protection Law (UUPK), business actors are liable under the principle of strict liability (semi-strict liability) as stipulated in Article 19 of the UUPK. Therefore, consumers do not need to prove fault on the part of the business actor to obtain compensation, which can include a refund, replacement of goods, or compensation for losses. Furthermore, business actors may also be subject to administrative sanctions under Government Regulation Number 80 of 2019 concerning Electronic Commerce. This study also found that marketplace platforms have a legal responsibility to supervise and verify merchants as part of the electronic system provider. Therefore, conceptually, it is possible to develop a joint liability structure between platforms and business actors to provide more effective legal protection for consumers in digital transactions.

Based on these conclusions, several suggestions for future operational research are proposed. First, empirical research is needed to assess the effectiveness of the application of the strict liability principle in e-commerce dispute resolution practices in Indonesia, particularly through the BPSK (Indonesian Consumer Protection Agency) and the judiciary, with a focus on identifying procedural barriers and costs faced by consumers. Second, research on the implementation of joint liability between marketplace platforms and business actors is needed to formulate an appropriate regulatory model, including effective monitoring, verification, and sanction mechanisms, by referring to best practices from other jurisdictions such as the European Union (Digital Services Act) or China (Beijing Internet Court). Third, research on the practice of including exoneration clauses in product descriptions on marketplaces and the effectiveness of consumer protection from such clauses still requires further in-depth study, particularly regarding their compliance with Article 18 of the Consumer Protection Law, which prohibits standard clauses that are detrimental to consumers. Fourth, comparative research with ASEAN countries or developed countries on the regulation of e-commerce platform liability for products that do not match the description can provide new perspectives for legal reform in Indonesia, including studies on integrated and technology-based Online Dispute Resolution (ODR) mechanisms.

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