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## Affirmation of the Rights and Obligations of Couriers in Cash on Delivery Marketplace Transactions

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**Abstract:** The rapid development of e-commerce in Indonesia has given rise to various innovations in payment systems, including the Cash on Delivery (COD) method, which provides advantages for consumers to pay for goods in cash upon receipt. While this system offers convenience for consumers, it presents significant challenges for couriers as intermediaries in such transactions. Couriers often face financial and psychological risks due to payment rejections by buyers. In such situations, couriers' positions become vulnerable due to often inadequate legal protections and company policies that do not always favor couriers' interests. This writing aims to examine the rights and obligations of couriers in COD transactions through legal and social approaches, as well as to explore the challenges they encounter in carrying out their duties. This writing identifies weaknesses in regulations and offers recommendations to strengthen the protection of couriers' rights in Indonesia. It is hoped that this research can serve as a basis for regulatory improvements so that the rights and obligations of couriers in COD transactions can be more clearly and fairly affirmed, thus supporting the creation of a more balanced and sustainable e-commerce ecosystem.

**Keyword:** Cash on Delivery (COD), e-commerce, rights and obligations of couriers, legal protection, online transactions

### INTRODUCTION

Indonesia is a country that places law as an instrument regulating all its citizens. This means that every individual is automatically bound by and subject to the prevailing laws and regulations. The process of legal development will proceed well if it is based on the proper implementation of law in everyday life. In law enforcement, the indicator of success does not lie in the number of individuals sentenced to heavy penalties, but rather in the fair and correct application of law in society, without discrimination, and by considering the overall social context. [1]

The rapid development of technology and digitalization has made the challenges of law enforcement increasingly complex. Technology has opened new opportunities in various fields, including trade and business, but it has also presented new legal challenges that need to be regulated and supervised wisely. The law is not only required to accommodate these developments, but it also needs to be a strong foundation in protecting the interests of society in the digital era. Effective and fair law enforcement must be able to adapt to the dynamics of the times, such as the changing patterns of transactions that are now increasingly conducted online, as well as facing potential new risks arising from these digital interactions.

It is undeniable that the internet plays a vital role as an important medium for providing information to the public today. Along with the progress of time, the internet has become a technological leap that has changed the way we view business, both at the local and global levels. In the current global era, business models have adopted systems that enable transactions without the need for direct physical meetings, relying instead on data transfers via the internet. The internet also provides significant benefits in the field of commerce, where businesses can market their products more easily, quickly, and practically. Consumers also benefit, as they can obtain desired products more easily and at relatively affordable prices through online buying and selling activities. Online shopping is characterized by a straightforward process, where sellers and buyers do not need to meet in person and can conduct transactions anytime and anywhere. [2]

The development of technology is occurring rapidly around the world, and Indonesia, as a country with more than 200 million people, has become a strategic market for the growth of e-commerce businesses. The journey of e-commerce in Indonesia began in 1999, marking the initial emergence of e-commerce in the country. KASKUS Forum emerged as the pioneer of online stores in Indonesia, founded by Andrew Darwis, followed by Bhinneka.com as one of the online buying and selling platforms. This rapid growth of e-commerce has been driven by the increasing access of the public to the internet. Along with this development, various forms of payment systems in e-commerce have emerged, including micropayments, e-wallets, credit cards, and cash on delivery systems. [3]

As online shopping activities increase, the need for safe and practical payment systems is also growing. The variety of payment methods offered by e-commerce platforms aims to provide convenience and a sense of security for consumers during transactions. Not only do e-commerce platforms provide products, but they are also competing to introduce payment features that can address consumer concerns regarding the risks of online transactions, such as fraud and uncertainty in the delivery of goods. This has led to the emergence of alternative payment methods that are more secure and flexible, allowing consumers to choose methods that suit their comfort and needs when shopping online.

The payment systems implemented in online shopping are also known for their practicality. Generally, buyers transfer an amount of money corresponding to the price of the purchased product to the seller through a bank account. However, this payment system carries significant risks, considering the potential for fraud or deception by sellers. To address this issue, alternative payment systems have emerged that are considered safer with a lower risk level, namely cash on delivery (referred to hereafter as COD). COD is a payment system in online shopping transactions where buyers can make cash payments when the ordered goods arrive at their destination. This payment method has become the most favored choice among consumers in Indonesia. This is supported by data from the 2020 E-Commerce Statistics released by the Central Statistics Agency (BPS), which shows that of around seventeen thousand registered businesses, the COD method is widely used. [4]

However, like other payment methods, the cash on delivery (COD) system can also pose problems. There are some buyers who feel that the items received do not match what was ordered, leading them to refuse payment and even request a refund directly from the courier. In this situation, it is important to understand that the courier acts solely as an

intermediary between the seller and the buyer in the process of delivering the goods and receiving payment, and is not responsible for any discrepancies in the received items. This condition clearly deviates from the provisions set out in Article 1313 of the Civil Code, which states that the buyer and seller have entered into a sales agreement. Therefore, both parties are obligated to fulfill the obligations that have been agreed upon. In a COD payment system, the buyer is required to pay for the ordered goods when they have been received. If a discrepancy occurs, it is not the courier's responsibility. [5] Based on the brief explanation presented in this study, the author will discuss the clarification of the rights and obligations of couriers in cash on delivery marketplace transactions, as well as the challenges and efforts in reinforcing the rights and obligations of couriers in cash on delivery marketplace transactions.

## **METHOD**

In this study, the legal research method using the statute approach, or what can also be referred to as normative legal research, is a process aimed at discovering legal rules, legal principles, as well as legal doctrines to address legal issues pertaining to the clarification of the rights and obligations of couriers in cash on delivery marketplace transactions, as well as the challenges and efforts in reinforcing the rights and obligations of couriers in these transactions. [6] The case approach refers to the method of analyzing and examining specific cases that serve as a guide for legal issues. Additionally, the conceptual approach is based on the views and patterns of doctrines or the ideas of experts that have developed in the field of law. From the various legal approaches and research described, this study aims to address the clarification of the rights and obligations of couriers in cash on delivery marketplace transactions, as well as the challenges and efforts in reinforcing the rights and obligations of couriers in these transactions.

## **RESULT AND DISCUSSION**

### **Clarification of Rights and Obligations of Couriers in Cash on Delivery Marketplace Transactions**

In the Civil Code, Article 1457 states that a sale and purchase is an agreement in which one party promises to deliver an item, while the other party promises to pay the agreed price. Article 1458 explains that a sale and purchase occurs automatically when both parties reach an agreement regarding the item and its price, even if the item has not yet been delivered and the price has not been paid. From this explanation, it can be concluded that a sale and purchase is an agreement that involves mutual consent regarding the goods and the price between both parties. Furthermore, Article 1338 paragraph (3) of the Civil Code stipulates that every agreement must be executed in good faith. Although the definition of good faith is not detailed in that article, the principle of good faith serves as a fundamental rule that must be adhered to by all parties involved in the agreement. In practice, as regulated in Law Number 8 of 1999 concerning Consumer Protection, the good intentions between sellers and buyers are outlined in the obligations of each party. The obligations of sellers or entrepreneurs are regulated in Article 7 letter a, while the obligations of buyers are governed by Article 5 letter b. The implementation of these good intentions aims to protect both parties from the potential occurrence of legal violations in the future. [8]

Since its introduction, this payment scheme has experienced significant growth and gained popularity among consumers. While the development of payment schemes in e-commerce offers various benefits, there are several implications and challenges, such as buyers potentially abusing this feature in dishonest ways, for example, by claiming that the received goods do not match the promised description or condition. This can result in buyers refusing to make payment or returning items for invalid reasons. The payment process occurs

after buyers receive and inspect the goods, which can lead to delays in fund disbursement for sellers. [7] The emergence of the cash on delivery (COD) scheme in e-commerce indeed facilitates buyers by providing the opportunity to inspect goods before making payment, which is seen as a form of consumer protection. However, this feature also carries risks for sellers and other parties involved in the transaction process, particularly couriers. In many cases, payment delays and the potential for buyers to abuse the system can harm sellers, as the funds that should be received become delayed. Furthermore, couriers acting as intermediaries are also affected, especially if there is a refusal of payment on-site, which often places a physical and psychological burden on them when facing dissatisfied buyers or those refusing to accept goods.

Payment through the cash on delivery (COD) system is a strategic step to increase public interest in online shopping, especially during the COVID-19 pandemic, when many people spend more time at home. This payment method also offers convenience for those without bank accounts or e-wallets to continue shopping online. However, behind the various advantages and benefits offered by the COD system, numerous legal issues arise. Recently, there have been several cases where buyers refuse to pay for goods ordered through the COD system, complicating the couriers' role as intermediaries in executing their duties and receiving payments. Ironically, the COD payment system is often used by buyers as a means to express dissatisfaction with the goods to the courier. The legal relationship in the COD scheme among sellers, buyers, and couriers becomes quite complex, as the responsibilities for the goods and payment are distributed among all three parties. Couriers, as representatives of the shipping company, are tasked with delivering the goods and receiving payment according to the instructions given. However, the discrepancies in goods frequently complained about by buyers do not directly relate to the couriers' responsibilities, but are instead the result of the sales agreement between the seller and buyer. When buyers refuse to pay due to dissatisfaction with the goods, this situation places couriers in a difficult position that can directly harm them. This condition illustrates the need for enforcing good faith among the parties involved, including the legal certainty regarding the position and obligations of couriers, so that their role as intermediaries in COD transactions proceeds without obstacles or conflicts that could be detrimental.

In the cash on delivery (COD) payment system, if the goods ordered by the buyer do not conform to the agreement made previously with the seller, then the courier is not responsible for this issue. This is because the responsibility does not lie within the courier's obligations, meaning the courier is merely carrying out duties according to the authority granted to them. This aligns with Article 1797 of the Civil Code, which states that a person acting under authority must not perform actions beyond the scope of that authority. Actions beyond those limits include taking responsibility for discrepancies or damage to goods not caused by the courier's fault. Couriers are not even aware of the details of the transaction between the seller and the buyer. Although couriers interact directly with buyers, there is no legal relationship between them. As previously explained, couriers merely function as intermediaries between sellers and buyers in the process of delivering goods. The position of couriers in the COD online shopping system is as parties substituting the authority of the goods shipping company in terms of delivering goods. [9]

In the cash on delivery (COD) payment system, couriers are not responsible for discrepancies between the goods ordered by the buyer and what has been agreed upon with the seller, as couriers only perform tasks according to the authority granted to them without being accountable for the substance of the sales transaction. This aligns with Article 1797 of the Civil Code, which states that a party acting under authority must not exceed the limits of that authority. Thus, couriers do not have the obligation or authority to account for discrepancies or damage to goods that may occur, as their role is limited to acting as intermediaries in the delivery of goods and receipt of payments. Couriers also generally do

not know the details of the transaction or agreement between the seller and buyer, so the burden of responsibility for discrepancies in goods rests entirely with the seller of those goods. Although couriers interact directly with buyers during delivery, there is no legal relationship between them regarding the substance of the transaction. In other words, couriers in the COD system act as representatives of the shipping company's authority in terms of handing over goods and nothing more; therefore, any claims or complaints regarding discrepancies in goods should ideally be resolved between the seller and buyer, not with the courier.

Regarding payment refusals made by buyers in the cash on delivery (COD) system, such actions significantly disadvantage couriers. In terms of effort, couriers must exert extra effort when faced with payment refusals, especially if the buyer does not understand that discrepancies or damage to goods are not the courier's responsibility. In this case, couriers are required to explain to the buyers, which obviously consumes time and effort. The delivery of goods to other addresses becomes hindered and takes longer because couriers must spend time explaining the COD payment mechanism to confused buyers. If a buyer refuses to pay and the courier returns to the warehouse with the package that has been opened, there is a possibility that the courier will receive a reprimand or even sanctions from their superiors. This is due to policies in some delivery companies that require couriers to bear the costs of COD items that remain unpaid by buyers. In principle, goods ordered and paid for using the COD system should not be unwrapped before payment is made.

Article 17, paragraph (2) of Law No. 11 of 2008 on Information and Electronic Transactions states that parties engaged in electronic transactions are obliged to act in good faith during the transaction process. Good faith is crucial in sales agreements, whether conventional or online, even before the agreement is established. Good faith is also emphasized in Article 1338, paragraph (3) of the Civil Code, which mandates the presence of good faith in any contract. In sales transactions utilizing the COD payment system, good faith must be correctly executed by the involved parties, meaning that the seller must deliver the goods as agreed, and the buyer must pay for the goods upon their arrival. If good faith is properly upheld without diminishing or neglecting the rights of the parties, many potential issues can be avoided. [10] In both conventional and online sales, good faith is a crucial foundation, even before both parties reach an agreement. In other words, good faith is not only about fulfilling promises after the transaction takes place, but also encompasses the initial process and how both parties act with full responsibility towards each other.

In the Civil Code, this principle of good faith is also emphasized in Article 1338, paragraph (3), which states that every agreement must be executed in good faith. In the cash on delivery (COD) payment system, good faith from both parties is essential. Sellers have the obligation to ensure that the goods delivered match the description and the initial agreement, so that the buyer is not disappointed. On the other hand, buyers must respect the agreement by preparing payment as per the stipulated terms once they have received the goods. By adhering to the principle of good faith, it is hoped that the risks of issues frequently occurring in the COD system, such as payment refusals or discrepancies in goods, can be minimized. Like in general purchasing activities, buyers in online sales transactions also have rights and obligations. Buyers are entitled to the goods that have been agreed upon once they fulfill their obligation to pay for those goods according to the specified method. If a buyer refuses to pay the courier for the goods ordered on the grounds that the goods are considered unsatisfactory, this will cause losses for the courier. In this situation, the buyer must be accountable for the losses experienced by the courier. The refusal of payment by the buyer can be categorized as a breach of contract and potentially obstructs the courier in carrying out their duties, as well as causing losses for the seller. According to Article 1460 of the Civil Code, the goods sold become the buyer's responsibility from the moment the agreement or purchase occurs, even if

the delivery has not yet taken place. Therefore, the seller has the right to demand payment for the goods.

Couriers function as representatives of the company in executing the authority granted to them, so according to Article 1803 of the Civil Code, the company is responsible for the actions of the courier. Article 1809 also affirms that the seller, as the grantor of authority, must provide compensation to the courier, who acts as the recipient of the authority, for the losses suffered while carrying out that authority. Article 29, paragraph (3) of Law Number 38 of 2009 concerning Postal Services states that postal service providers, in this case, delivery companies represented by couriers, cannot be held liable if the goods delivered are not in accordance with what was stated by the seller at the time of delivery. Considering that couriers are appointed by several parties (the seller and the delivery company) to represent a matter, namely the delivery of goods, each party must be responsible for the losses experienced by the courier due to that delegation of authority, in accordance with the provisions of Article 1811 of the Civil Code. According to Article 1450 of the Civil Code, a courier who feels that their rights are infringed while performing their duties has the right to claim the annulment of the obligations that have been made, allowing the courier to cancel the execution of the authority granted by the company.

Thus, the legal status of couriers in the COD system is quite complex, involving various legal aspects related to the cash on delivery (COD) payment system. For instance, the courier serves as an intermediary for the seller. This means that the courier has the responsibility to deliver the goods ordered by the buyer to the designated address. During the delivery process, the courier also acts as a representative of the delivery company. In this case, the courier executes the authority granted by the company to deliver goods and collect payments from the buyer. The couriers' position as representatives of the company makes them intermediaries in the transaction process. Couriers also function as payment recipients. When the goods ordered by the buyer reach the specified location, the courier is tasked with collecting payment in cash from the buyer before handing over the goods. This role makes the courier the party that enforces the financial transaction between the seller and the buyer. Additionally, couriers act as third parties without any vested interest in the content of the transaction between the seller and the buyer, making their legal position not involve risks related to the goods' contents. Therefore, couriers play a crucial role in the smooth execution of online sales transactions. However, to protect the rights and obligations of couriers, it is important to have clear regulations and adequate legal protection for them, considering the numerous risks they face while performing their duties.

### **Challenges and Legal Protection Efforts Regarding the Rights and Obligations of Couriers in Cash on Delivery Marketplace Transactions**

The Cash on Delivery (COD) payment system offers many advantages for buyers, including convenience and security, as they only pay after the goods are received. However, behind this ease lies significant risks in the form of payment refusals by buyers. These refusals are often based on claims that the received goods do not match the promised description, whether in terms of quality, size, or features. This situation is very detrimental to couriers, who serve as intermediaries in these transactions. When a buyer refuses to pay, couriers often find themselves caught between the seller and the buyer. Couriers not only have to deal with uncomfortable situations, but they also have to try to explain to buyers the payment policies and transaction processes. In many cases, buyers may be unaware that couriers do not have control over the quality of the goods being delivered, leading couriers to spend time and effort explaining the situation. This payment refusal burdens couriers emotionally and can cause delays in delivering goods to other addresses, which impacts the operational efficiency of the shipping company.

From a financial standpoint, payment refusals can cause direct losses for couriers, especially if the shipping company enforces a policy requiring couriers to bear the costs of unpaid goods. In such situations, couriers not only lose the time and effort they have invested but may also face potential penalties from their shipping company. This creates an unpleasant work environment and results in undue pressure for someone who is simply carrying out their duties as a delivery driver. Payment refusals can create doubt and distrust among couriers towards the COD system itself. If these situations occur frequently, couriers may feel unappreciated and unprotected, which, in turn, could affect their motivation to work. This underscores the importance of having clear regulations and policies to protect the rights of couriers and provide the necessary support in facing the risks associated with payment refusals.

A lack of legal understanding among couriers presents a significant issue within the delivery system, particularly in Cash on Delivery (COD) transactions. Most couriers may not fully understand their rights and obligations according to applicable laws, which can make them vulnerable to unfair claims. This ignorance can cause them to be caught in situations where they must address questions or complaints from buyers without having a strong legal foundation to protect themselves. In many instances, couriers do not have adequate access to information regarding regulations governing their employment relationships and the rights they possess as workers. For example, they might not know that they are not responsible for items that are returned or not paid for by the buyer if the products do not meet the agreement. Such misunderstandings can lead couriers to feel compelled to accept responsibilities that they should not bear, thus increasing the risk of financial and moral losses. A lack of knowledge about the legal mechanisms governing COD transactions can prevent couriers from responding appropriately when faced with unfavorable situations. For instance, if a buyer refuses to pay on the grounds that the goods are unsatisfactory, couriers may not know the appropriate steps to take, whether in communicating with the shipping company or in protecting their rights. This can exacerbate the situation and increase the stress they experience while performing their daily tasks.

In the delivery industry, company policies can often directly impact the welfare of couriers. One of the most detrimental policies is requiring couriers to absorb the costs of unpaid goods, especially within the Cash on Delivery (COD) system. Such policies place heavy pressure on couriers, who essentially act as intermediaries between the seller and buyer. When a buyer refuses to pay for the goods received, couriers not only have to deal with the customer's rejection but are also forced to bear financial losses that they should not have to face. The pressure from this policy can lead to significant psychological impacts on couriers. The stress and anxiety stemming from the possibility of having to pay for unpaid items can affect their job performance. Couriers may feel unappreciated or exploited, especially when they are doing work that is entirely beyond their control. In these situations, couriers often feel trapped because they must meet job demands without adequate legal protection. Such unfair company policies can also lead to broader dissatisfaction among the delivery workforce. When couriers feel they are not treated fairly, it can diminish their motivation to work and increase employee turnover rates. Consequently, companies not only harm couriers individually but may also harm themselves in the long run through increased costs for training new employees and loss of experience in the workforce.

The working conditions faced by couriers often present significant challenges in carrying out their daily tasks. One of the most striking aspects of these working conditions is the long working hours. Many couriers must work for hours, sometimes more than eight hours a day, to meet delivery targets set by the company. These irregular working hours not only burden the physical health of couriers, but they also disrupt their work-life balance. The uncertainty of working hours can lead to prolonged stress and fatigue, impacting their mental and physical health. The pressure to complete deliveries in a short time frame adds to the

burdens faced by couriers. In their effort to meet company expectations and maintain customer satisfaction, couriers often find themselves operating under high pressure. They must navigate various challenges, such as traffic congestion, adverse weather conditions, and technical issues that can impede the delivery process. In such circumstances, speed becomes a priority, often at the expense of safety and service quality. The uncertainty in such a high-pressure work environment can lead couriers to feel anxious and stressed, which can, in turn, affect their performance. A lack of adequate legal protection for couriers further complicates this issue. Despite their crucial role in the e-commerce and delivery ecosystem, many couriers do not have access to adequate labor rights protection, such as sick leave, allowances, or health insurance. The absence of this protection leaves them vulnerable to unfair termination and a lack of proper compensation when faced with difficult working conditions.

Thus, drafting clear and specific regulations regarding the rights and obligations of couriers in Cash on Delivery (COD) transactions is a crucial step that must be taken by the government. Given the important role of couriers in the e-commerce ecosystem, such regulations should be designed to provide adequate legal protection and ensure fairness in the relationships between couriers, shipping companies, and consumers. Without proper regulations, couriers risk facing uncertainty in performing their duties, which could result in financial and moral losses. One aspect that must be addressed in the regulation drafting is defining the rights of couriers. This includes the right to fair compensation for the work they perform, protection from unfair legal claims, and the right to receive clear information about the items they are delivering. Additionally, the regulations should outline the obligations of couriers in carrying out their tasks, including maintaining integrity and reliability in the delivery process. By establishing clear boundaries regarding these rights and obligations, it is hoped that couriers can perform their duties with more confidence and without feeling pressured. Clear regulations should also include provisions for protecting couriers from potential losses they may encounter. For instance, if couriers face a situation where a buyer refuses to pay for received goods, there needs to be a mechanism that protects them from bearing the costs of such refusals. This could include arrangements regarding the shipping company's responsibility to cover the financial losses incurred as a result of payment refusals, ensuring that couriers do not fall victim to the existing system.

## **CONCLUSION**

The cash on delivery (COD) payment scheme in e-commerce has provided convenience and trust for consumers to transact online, especially for those who do not yet have access to digital banking services. However, this scheme also poses several significant challenges, particularly for sellers and couriers. With the freedom for buyers to inspect goods before making payment, it is not uncommon for buyers to refuse payment on the grounds of non-conformity, which can lead to delays in the cash flow for sellers and increase the physical and psychological burden on couriers. This makes the role of couriers in the COD scheme complex, as they act as intermediaries without obligations regarding the substance of the transaction between the seller and the buyer. In this regard, couriers only exercise the authority granted to them by the shipping company, and therefore are not responsible for complaints or discrepancies regarding goods that should be resolved between the seller and the buyer. Indonesian Civil Law, through provisions in the Civil Code and related regulations, has established limits on the role of couriers as agents who do not possess authority beyond that delegated to them. To protect couriers from potential losses due to payment refusals or invalid claims from buyers, it is important to ensure that each party in a COD transaction adheres to the principle of good faith and that there are clear legal regulations regarding the rights and obligations of couriers. This is crucial for maintaining

smooth transactions, providing legal certainty for couriers, and protecting the rights of sellers and buyers from potential issues arising within the COD payment system.

The Cash on Delivery (COD) payment system indeed offers benefits in terms of convenience and security for buyers, but behind this, there are risks that are very detrimental to couriers as intermediaries. Payment refusals by buyers citing non-conformity of goods often result in financial losses and psychological burdens for couriers. Unfair company policies, such as charging couriers for unpaid items, exacerbate their working conditions, increase stress, and lead to dissatisfaction that can affect employee motivation and retention levels. Consequently, couriers often lack adequate legal understanding regarding their rights in the COD system, making them more vulnerable to facing unfavorable situations. Without clear regulations, couriers are forced to confront significant challenges, ranging from high workloads, uncertain working hours, to financial risks that they should not have to bear. Therefore, the development of specific regulations regarding the rights and obligations of couriers is essential to create a fair working ecosystem and protect couriers from the risks posed by COD transactions.

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