

Legal Protection for Consumers in the Pre-Order System in the Marketplace Related to Defaults Based on Indonesian Law Provisions

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Abstract

The development of e-commerce in Indonesia has changed people's shopping patterns to online, including a pre-order system that offers convenience for consumers without physical meetings. However, this convenience also poses risks, such as product non-conformity, fraud, and default from the seller. This study aims to analyze the form of legal protection for consumers in pre-order transactions in the marketplace based on the provisions of Indonesian law. The method used is normative juridical with a literature study approach, analyzing laws and regulations, legal literature, and court decisions related to electronic transactions and consumer protection. The results of the study show that electronic contracts on the marketplace are subject to the principle of *pacta sunt servanda* and the principle of engagement in the Civil Code, especially Articles 1320, 1338, 1457, and 1243 concerning default. The seller is obliged to fulfill the obligation to deliver the goods according to the agreement, and the consumer has the right to claim compensation in the form of costs, losses, and interest in the event of default. Consumer legal protection is strengthened by Law No. 8 of 1999 concerning Consumer Protection, the ITE Law, and Government Regulation No. 71 of 2019. Thus, the electronic contract mechanism and existing legal regulations are the basis for enforcing consumer rights and ensuring the responsibility of business actors in online transactions. This research emphasizes the importance of consumer digital literacy as well as the fulfillment of sellers' obligations to minimize disputes and risks in online commerce.

Keywords: Consumer Law, Marketplace, Pre-Order, Consumer Protection, Default.



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INTRODUCTION

Online shopping is a transaction without a physical meeting that utilizes the internet through an e-commerce platform, making it easier for consumers to shop with various payment methods (Frahianti, Syafi'i, and Devi 2024). Technological developments and globalization push The rapid growth of digital transactions has made the internet the main means of modern trade activities. At the same time, consumer protection is increasingly broad, covering the entire process of acquiring goods or services and the consequences of their use (Widiarty and Saragih 2024). The urgency of legal protection is increasing as many consumers receive goods that do not match the images or descriptions on e-commerce platforms. Although the government has regulated electronic transactions, the effectiveness of implementation and supervision is still not optimal, so various complaints due to product non-conformity continue to arise (Izazi et al. 2024).

In Indonesia, trade through the internet has been known since 1996. Although it was not popular at first, various online transaction sites began to appear. At that time, e-commerce was generally carried out by companies that promoted products online by paying using a credit card.

In addition, transactions also take place manually through forums such as kaskus.com or fotografer.net, where sellers advertise goods and continue the negotiation, payment, and delivery process after an agreement is reached (Rachmat et al. 2023)

A sale and purchase agreement is an agreement arising from an agreement between the parties concerned, in accordance with the provisions of Article 1313 of the Civil Code. In the context of pre-order transactions, the applied contract is included in the category of an onbenoemde or innominate contract, because the type and mechanism are not specifically regulated in laws and regulations (Setyajati 2023). In Indonesian treaty law, this provision is valid because it is based on the principle of freedom of contract in Article 1338 of the Civil Code. This principle gives the parties the freedom to determine the form and content of the agreement, so that they can govern for themselves the legal relationship that arises from the agreement (Ali, Fitriani, and Hutomo 2022).

The development of digital technology encourages the increase in online transactions because it offers convenience and speed for consumers without the need to be physically present. However, the increase in the use of digital services also raises new problems, especially related to consumer protection and potential contract violations, which can harm both consumers and business actors (Thamrin S 2017)(Evi 2023). Advances in information technology have driven major changes in economic transaction patterns, so online buying and selling has become the main choice due to its efficiency and convenience. However, this convenience also raises risks such as fraud, product mismatches, and lack of after-sales service, so legal protection for consumers in online transactions is increasingly important (Riswanto et al. 2024).

The development of e-commerce in Indonesia has encouraged the emergence of various digital transaction models, one of which is a pre-order system that is widely used in marketplaces. This system allows consumers to order and pay for goods before they are available or produced. However, behind this flexibility, the pre-order system also raises a fairly high potential for disputes. Data from the National Consumer Protection Agency (BPKN) and the Ministry of Trade show that consumer complaints in the e-commerce sector consistently occupy the top positions, with the main complaints related to delivery delays, non-conforming goods, and unilateral cancellations by business actors. A number of cases of pre-order default that have emerged in online media show the weak position of consumers when business actors fail to meet their achievements, both in terms of time, quality, and refunds, thus strengthening the urgency of legal studies on consumer protection in this transaction system.

Defaults in the pre-order system not only have an impact on consumers' economic losses, but also have broader social and legal implications. The uncertainty of achievement fulfillment has the potential to erode public trust in the e-commerce ecosystem and weaken the principle of fairness in digital contractual relationships. From a legal perspective, pre-order defaults raise issues regarding the effectiveness of consumer protection, proof of business actors' wrongdoing, and the responsibility of the marketplace as a transaction intermediary. Weak supervision and an imbalance in the bargaining position between consumers and business actors have the potential to make consumers a systemic disadvantaged. Therefore, the research problem in this article focuses on how Indonesia's positive law provides legal protection for consumers in the

pre-order system and the extent to which the default liability mechanism can provide legal certainty and justice.

Although the Civil Code does not specifically regulate electronic transactions, its basic principles remain relevant. Article 1320 concerning the legal conditions of the agreement and Article 1457 concerning the definition of buying and selling are the basis for assessing the validity and legal relationship between the seller and the buyer in online transactions. Problems such as unclear identity of sellers and product information often put consumers in a vulnerable position, so the fulfillment of consumer rights and the obligation of business actors to provide correct and non-misleading information is crucial, in line with the principle of good faith in treaty law (NUGRAHA and ARYA 2025).

The low technological literacy of the community often causes problems in electronic transactions, so legal protection is important. However, the consumer protection mechanism in digital transactions has not been optimal, so violations can easily occur, especially when business actors do not fulfill the obligations agreed in the electronic agreement or commit defaults (Prabowo 2025).

In marketplace practice, the complaint that often arises is that the goods received by consumers are not suitable, damaged, or incomplete, even though the initial agreement requires that the product conform to what is paid. Therefore, electronic contracts and consumer protection mechanisms are very important to ensure the responsibility of sellers for the goods offered and the fulfillment of consumer rights. Consumers also need to understand their obligations and protect their personal data responsibly. Based on this description and looking at the phenomenon that often occurs in society, the author is interested in further examining the form of accountability of the parties in the implementation of transactions in the marketplace. On that basis, the author raises issues related to how the form of legal protection for consumers in the pre-order system in the marketplace is related to default based on the provisions of Indonesian law.

A number of previous studies have examined consumer protection and electronic transactions from a legal perspective. Sjahdeini (2018) emphasized that electronic contracts are basically legal and binding on the parties, but have not paid special attention to the characteristics of pre-orders that are at high risk of default. Wahyuni and Prasetyo (2020) highlight the weak position of consumers in e-commerce transactions, but the focus of the study is still general and has not reviewed the specifics of the pre-order system. Furthermore, Susanti (2021) discusses the responsibility of business actors in electronic contract defaults, but has not yet linked it to the role of marketplaces as platform providers. Meanwhile, Ramadhani and Putri (2022) examined the resolution of digital consumer disputes, but has not studied normatively preventive and repressive protection in the context of pre-orders. The similarities between these studies and this article lie in the focus of the study of consumer protection laws and electronic contracts, while the difference is that this article specifically places the pre-order system as the main locus of analysis. The research gap lies in the absence of a normative juridical study that comprehensively analyzes pre-order defaults by integrating the Consumer Protection Law, treaty law, and e-commerce regulations. Thus, the novelty of this article lies in the specific analysis of the construction of consumer legal protection in the pre-order system in

the marketplace as well as the mapping of the legal responsibilities of business actors and digital platforms.

Based on the emptiness of the research, this article is directed to answer the fundamental question of the extent to which consumer legal protection in the pre-order system has been accommodated by Indonesia's positive law and what forms of legal liability for defaults that occur. This research aims to analyze the normative framework of consumer protection, identify existing regulatory weaknesses, and formulate legal arguments regarding the need to strengthen consumer protection in pre-order transactions. Thus, this study is expected to make an academic contribution and relevant policy recommendations for the development of consumer protection laws in the digital economy era.

RESEARCH METHOD

This study uses a qualitative research method with a type of normative legal research, which was chosen to analyze in depth the legal arrangements and practices of consumer protection in the pre-order system in the marketplace. The qualitative approach is used because the problems studied are related to the construction of legal norms, digital contractual relationships, and legal responsibility for default, which cannot be measured quantitatively, but requires in-depth legal interpretation and analysis. The focus of the analysis is directed at the extent to which Indonesia's positive law provides legal protection to consumers in pre-order transactions and how the accountability mechanism of business actors and marketplaces is applied.

The research approaches used include a statutory approach and a conceptual approach. The legislative approach is applied by inventorying, reviewing, and analyzing the legal provisions that govern consumer protection and electronic transactions, especially the Consumer Protection Law, the Civil Code, the Electronic Information and Transaction Law, and their implementing regulations relevant to the pre-order system. The conceptual approach is used to examine the concept of default, consumer protection, balance of parties, and the responsibilities of business actors in electronic contracts, which is then used as an analytical framework to assess the consistency and adequacy of applicable legal norms.

The object of the research is focused on the legal relationship between consumers, business actors, and marketplaces in the pre-order system, especially related to the occurrence of defaults. This study does not use specific field locations because it is normative, but the analysis is focused on the practice of pre-order transactions that occur in marketplaces operating in Indonesian jurisdictions. The research process is carried out over a certain period of time through the exploration of relevant regulations, court decisions, and consumer protection policy practices, in order to obtain a complete picture of the application of the law in the national context.

The data sources used in this study consisted of Secondary data, which includes primary legal materials and secondary legal materials. Primary legal material is obtained from laws and regulations governing consumer protection, treaty law, and electronic transactions. Secondary legal materials are collected through literature studies of law books, articles in national and international scientific journals, reports of consumer protection agencies, and official government publications relevant to e-commerce transactions and pre-order systems. The data

collection technique is carried out through document studies and literature search, by identifying, classifying, and reviewing legal materials that have direct relevance to the focus of the research. Data is obtained through literature studies by examining books, journals, regulations, and other relevant sources. All data is analyzed qualitatively through content analysis to identify, process, and analyze legal materials so that a systematic and relevant understanding of research problems can be obtained (Sukmawan and Damayanti 2025).

The data that has been collected is then analyzed using normative qualitative analysis techniques, namely by interpreting legal norms, comparing regulations between laws and regulations, and relating them to the doctrine and theory of consumer protection law and treaty law. The analysis is carried out systematically to identify regulatory weaknesses, patterns of defaults in the pre-order system, as well as the forms of legal protection available to consumers. Through this stage of analysis, this research is expected to be able to produce strong academic arguments regarding the effectiveness of consumer legal protection and provide normative recommendations for strengthening pre-order transaction regulations in the Indonesian marketplace.

RESULT AND DISCUSSION

Regulations and Legal Principles of Consumer Protection in the Pre-Order System in the Marketplace

Legal regulations against consumers in the pre-order system in the marketplace in Indonesia are basically based on the legal framework of consumer protection and general treaty law. Law Number 8 of 1999 concerning Consumer Protection (UUPK) is the main foundation that regulates the rights and obligations of consumers and business actors, including in electronic transactions. In addition, the provisions in the Civil Code (KUHPperdata), especially regarding engagement and default, remain valid as the basis for the contractual relationship between consumers and business actors. The findings of the study show that although the pre-order system has a special characteristic in the form of ordering before goods are available, existing regulations have not explicitly regulated the consumer protection mechanism in the scheme, so its implementation still depends on general legal norms.

In the context of electronic transactions, Law Number 11 of 2008 concerning Information and Electronic Transactions and its amendments also strengthens the legal legitimacy of pre-order transactions in the marketplace. This regulation recognizes the validity of electronic contracts and provides a legal basis for the accountability of business actors in digital transactions. However, the findings of the study show that the regulation regarding legal liability in the ITE Law is still general and has not specifically regulated the position of the marketplace as a platform provider in the case of pre-order default. As a result, legal responsibility is often shifted entirely to the seller, while the role of the marketplace tends to be limited to transaction facility providers and internal complaint mechanisms that are not always effective for consumers.

The legal principles contained in consumer protection regulations, such as the principles of justice, balance, legal certainty, and good faith, have been normatively recognized in the Indonesian legal system. The principle of fairness requires that consumers are not placed in a weaker position in contractual relationships, while the principle of balance requires a

proportionate division of rights and obligations between consumers and business actors. The findings of the study show that in pre-order practice, these principles have not been fully realized due to the dominance of standard agreements that are unilaterally prepared by business actors or marketplaces. This condition causes consumers to often have to accept adverse clauses without adequate negotiation space.

Furthermore, the principles of legal certainty and preventive protection should be the main foundation in regulating pre-order transactions in the marketplace. Legal certainty is needed so that consumers get clarity about the delivery time, quality of the goods, and the refund mechanism in the event of a default. However, the results of the study found that the weak special arrangements regarding pre-orders caused the legal protection provided to be reactive and only worked after a dispute occurred. Therefore, these findings confirm the need to strengthen more specific and preventive-oriented regulations, including the affirmation of marketplace responsibility, so that consumer protection principles are not only recognized normatively, but also effective in digital transaction practices.

Normative Mapping and Consumer Protection Challenges in Digital Pre-Order Transactions

Based on a normative juridical analysis of laws and regulations, legal doctrines, and pre-order transaction practices in the marketplace, this study finds that although a consumer protection regulatory framework is available, there are still a number of normative and implementive weaknesses that have a direct impact on consumer protection in the case of pre-order default. The findings of the study are systematically mapped as follows.

Table 1. Normative Framework for Consumer Protection in Pre-Order Systems

Aspects	Legal Provisions	Analytical Findings
Basis of legal relations	Civil Code & UUPK	Contractual relationships are legal, but they are standard and unequal
Obligations of business actors	UUPK Article 7	Not formulated specifically for pre-order
Consumer rights	UUPK Article 4	Difficult to enforce in default
Marketplace roles	Sectoral regulation	Not yet firmly regulated as the person in charge

This table shows that normatively consumers in the pre-order system have been protected by treaty law and the Consumer Protection Act. However, the main finding of this study is the absence of specific arrangements regarding the characteristics of pre-orders, which causes the norm to be general and not adaptive to the risk of delays, unilateral cancellations, or shipping uncertainty. In addition, the position of consumers becomes weak because pre-order contracts are generally in the form of standard agreements that are prepared unilaterally by business actors or platforms. This study found that the role of marketplaces is still ambiguous, so legal responsibility is often transferred entirely to sellers.

Table 2. Forms of Default in the Marketplace Pre-Order System

Forms of Default	Practices That Occur	Impact on Consumers
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Delivery delays	Exceeding estimates without notice	Loss of time and economy
Unsuitable items	Different specifications	Violation of consumer rights
Unilateral cancellation	No adequate compensation	Loss of legal certainty
Refunds are not clear	Old/non-transparent process	Contractual unfairness

This table confirms an important finding that defaults in pre-orders are structural, not incidental. Delayed delivery and unilateral cancellation are the most dominant forms of default, exacerbated by weak complaint and refund mechanisms. The study found that although legal norms recognize consumers' right to compensation, implementing mechanisms in marketplaces are often ineffective, leaving consumers in a position of continuous disadvantage.

Table 3. Legal Responsibility of Business Actors and Marketplace

Subject	Basis of Responsibility	Research Findings
Business actors	Contractual default	Liability is often avoided
Marketplace	Platform providers	Tendency to let go of responsibility
Consumers	Weak side	Minimal effective protection

From this table, it is found that **the unclear position of the marketplace** as a party that benefits from digital transactions creates a void of legal responsibility. Marketplaces often position themselves only as technology intermediaries, so that when a default occurs, consumers are directed to face directly with business actors. The study found that the absence of an explicit obligation for marketplaces to be legally responsible weakens the effectiveness of consumer protection in pre-order systems.

Table 4. Effectiveness of Consumer Legal Protection Mechanisms

Mechanism	Normative Settings	Effectiveness Findings
Indemnity	Regulated by UUPK	Difficult to realize
Dispute resolution	Litigation & non-litigation	Not consumer-friendly
Supervision	Government	Weak and reactive
Sanctions	Administrative/civil	Rarely applied

This table shows that the mechanism for consumer legal protection in practice has not been effective. Although redress and dispute resolution are available normatively, the procedures tend to be complicated and disproportionate to the value of consumer losses. This study found that the absence of a specific preventive protection mechanism for pre-orders causes consumers to bear more risks than business actors.

Based on the overall table and analysis, this study found that consumer legal protection in the pre-order system is still normative-formal and not yet substantive. The vacuum of special pre-order regulations, weak marketplace responsibility, and the dominance of standard agreements cause consumers to be in an unbalanced position. These findings confirm that Indonesia's positive law is not fully responsive to the dynamics of pre-order-based digital

transactions, so it is necessary to strengthen regulations and restructure legal responsibilities to ensure certainty and justice for consumers.

Forms of Legal Protection for Consumers in the Pre-Order System in the Marketplace in the Event of Default Based on the Provisions of Indonesian Law

Article 28D paragraph (1) of the 1945 Constitution states that everyone has the right to fair legal recognition, guarantee, protection, and certainty as well as equal treatment before the law. Legal Protection is a framework of thought that describes the legal mechanism in providing guarantees for the rights of each individual or group, while ensuring the achievement of justice and maintaining a balance between interests community and the authority of the state (Surya et al. 2025). According to Philipus M. Hadjon, legal protection is an effort to ensure the dignity, dignity, and human rights of every legal subject. He differentiated legal protection into two forms: preventive, namely a dispute prevention mechanism through opportunities for the public to raise objections before government decisions are made; and repressive, namely dispute resolution through the judicial process. In this study, legal protection theory emphasizes the importance of guaranteeing consumer rights in buying and selling transactions and becomes a basis for assessing the responsibility of business actors and compliance with consumer protection regulations. This theory is the conceptual basis for analyzing research problems (Sihombing 2023).

Marketplace is a digital platform that provides a space for sellers to offer goods or services as well as an intermediary that brings together sellers and buyers in online transactions. In simple terms, a marketplace is a traditional form of marketplace that is transferred to a digital environment through a website or application that functions as a store Virtual. The platform eliminates space and time constraints, allowing transactions to be carried out flexibly without physical meetings. Its use is becoming more widespread, especially since the pandemic when online shopping was the main choice. Thus, a marketplace is an electronic-based means of buying and selling that is included in the category of Trade Through Electronic Systems (PMSE) or e-commerce (Aprilia, Alawiyah, and Dwilestari 2024).

Buying and selling transactions in the marketplace take place through agreements outlined in electronic contracts to provide legal certainty even though they are carried out without face-to-face. Substantially, the mechanism is the same as conventional buying and selling agreements, namely through the offer and acceptance stages, only the entire process is carried out digitally. However, the absence of a physical meeting makes the buyer completely dependent on product information and images, so that the risk of errors and disputes can still occur (Rahmawati 2022). The electronic contract remains subject to the principle of *pacta sunt servanda*, so that the parties are obliged to fulfill the content of the agreement. However, the implementation of electronic transactions has the potential to experience obstacles or inconsistencies that can cause legal conflicts, especially in the form of default, namely the failure of one of the parties to fulfill its obligations as agreed upon (Hutagalung 2024)

An agreement is an agreement between two or more parties that creates a legal relationship. Article 1313 of the Civil Code defines an agreement as a legal act in which one or more people bind themselves to another party. Experts also affirm the same thing: agreements are seen as legal relationships born from the agreement of the parties and give rise to mutual

obligations. In this context, one party is liable do or not do something, while the other party has the right to demand the implementation of the obligation according to the agreed achievement (Ratnaningsih and Dewi 2024).

E-commerce is a form of agreement made through electronic media, but still follows the principles of conventional agreements. This electronic contract is subject to the provisions of Book III of the Civil Code because the engagement as stipulated in Article 1233 remains the basis for the birth of a legal relationship between the parties. In online transactions, the agreement can be categorized as buying and selling because it fulfills the elements of Article 1457 of the Civil Code, namely the seller's obligation to hand over the goods and the buyer's obligation to pay the price (Azrica and Sulubara 2023).

In practice, online transactions are very vulnerable to default. Default occurs when the debtor fails to fulfill its obligations, only partially performs, is late, mistaken, or performs an act prohibited in the agreement. This condition can be caused by intentional or unintentional, including force majeure that makes the achievement impossible to fulfill, either temporary or permanent, and unforeseeable at the time the agreement is made (FAUZIAH 2025)

The seller's liability arrangement in online pre-order transactions is based on several legal provisions. Law No. 8 of 1999 concerning Consumer Protection (UUPK) is the main basis that requires business actors to protect consumers from losses, provide correct information, and provide compensation if the goods received are not suitable. Article 7 of the UUPK regulates the obligations of business actors, while Article 16 of the UUPK prohibits sellers from ignoring orders or violating order completion times. Article 19 of the UUPK also requires the provision of maximum compensation within seven days (Fahilly, Nurhayati, and Rafianti 2025).

In addition, electronic transactions are subject to the ITE Law and Government Regulation 71 of 2019, which affirm the validity of electronic contracts and the obligations of business actors in online transactions. In civil law, delays in the delivery of pre-ordered goods is a default according to Article 1243 of the Civil Code, so consumers can claim compensation. Changes to goods, prices, or other clauses must also be based on the agreement of the parties as stipulated in Article 1338 of the Civil Code. The principle of consensualism in Articles 1320, 1338 jo. 1458 of the Civil Code affirms that a sale and purchase agreement is valid when the seller and the buyer agree on the object and price (Sec. 2023).

The Civil Code does not specifically regulate defaults in electronic transactions because they were born before the digital era. However, the general principle of default in an engagement still applies and can be applied to online transactions by adapting them to digital characteristics. In practice, violations can be committed by both consumers and business actors, for example by disregarding obligations or utilizing the agreement for personal gain. One form of violation that often occurs is fraud, which is the provision of false information to obtain profits, such as offering goods at very low prices but not sending them after payment is received. The ease and anonymity of online transactions also increases the chances of this practice occurring (Putri et al. 2025).

Default, derived from the Dutch term *wanprestatie*, refers to the failure to fulfill obligations in an agreement, whether derived from laws or agreements. R. Subekti interprets it as a bad achievement, namely when the debtor does not carry out what was promised or

performs prohibited actions. Wirjono Prodjodikoro sees default as the non-fulfillment of the substance of achievement, while J. Satrio emphasized that any form of failure of the debtor in fulfilling promises can be requested Accountability. Default occurs when the creditor does not receive the promised rights, including when the characteristics of the object of the agreement are not in accordance with what was promised (Published 2022). According to A. Qirom S. Meliala, default can be proven if the debtor's inability is not due to coercive circumstances, but due to his mistake or negligence. In summary, default is a condition when the debtor does not fulfill the obligations of achievement in the agreement, either due to intentionality, negligence, or obstruction by coercive circumstances (Sinaga 2024)

Consumers are entitled to protection through the principle of full liability, which requires the seller to be responsible for any defects or damage to goods. If the goods received are damaged or defective, the seller must provide appropriate compensation. The Civil Code provides a legal basis for rights and obligations in buying and selling, including online transactions, through provisions such as Article 1330 concerning the obligation to deliver goods according to the agreement, Article 1347 concerning defaults that can be asked for compensation, Article 1457 concerning the definition of buying and selling, as well as Article 1463 on hidden defects that give the buyer the right to return goods or request a price reduction. In the event of a loss due to default, the consumer can claim compensation based on these articles (Ariyanto, Purwadi, and Latifah 2021).

Article 1234 of the Civil Code states that an agreement can be in the form of an obligation to hand over something, take an action, or not take a certain action. In pre-orders, the seller is required to provide and deliver the goods according to the agreement. If the goods are not delivered or do not conform, this is a default as per Article 1243, which allows the consumer to claim compensation after a summons. Article 1246 states that compensation consists of costs, losses, and interest. In pre-orders, the cost can be in the form of expenses additionally, losses related to loss of rights to goods or damages, and interest as compensation for delays. The negligent seller is obliged to replace all of these elements as long as it is proven that there is a default (Jocylina and Sawitri 2025).

Legal Analysis of Defaults and Consumer Protection in the Pre-Order Marketplace System

This analysis is directed to answer the formulation of the main problem of the research, namely how the form of consumer legal protection in the pre-order system in the marketplace and the extent to which existing regulations are able to provide certainty and justice when a default occurs. Based on the findings of the research, it can be analyzed that the legal relationship between consumers and business actors in the pre-order system has normatively met the legal requirements of the agreement as stipulated in the Civil Code. However, the characteristics of pre-orders that contain an element of uncertainty because the goods are not yet available when the agreement is made puts consumers in a more vulnerable position. In the event of a default, such as a delay in delivery or unilateral cancellation, the available legal protection mechanisms have not been able to ensure the effective fulfillment of consumer rights, so the consumer protection goals as mandated in the Consumer Protection Law have not been fully achieved.

Furthermore, the analysis shows that there are normative problems in the regulation of pre-order defaults. The Consumer Protection Law and the Civil Code do provide a general basis regarding the obligations of business actors and consumer rights, but they do not specifically regulate the characteristics and risks of pre-order transactions. The absence of this special arrangement causes regulatory weaknesses, because the general norm is not able to anticipate the typical forms of pre-order defaults that are structural and repetitive. As a result, dispute resolution tends to be casuistic and depends on internal marketplace policies, which in many cases prioritize the interests of business actors over consumer protection.

Critical analysis also revealed the existence of conflicts of interest and voids of legal responsibility in the pre-order marketplace system. Marketplaces as a party that facilitates transactions and derives economic benefits often limit their role only as a provider of technology platforms. This position creates a normative conflict because on the one hand the marketplace has control over the transaction system, payment mechanism, and complaints, but on the other hand it is not burdened with commensurate legal responsibilities when a default occurs. This regulatory weakness causes consumer protection to be suboptimal, because consumers have to deal directly with business actors without the responsibility support of platforms that actually have a strategic role in transactions.

Thus, this analysis shows that consumer legal protection in the pre-order system in the marketplace is still normative-formal and not yet substantive. Existing regulations are not yet fully able to answer the complexity of digital transactions and the risk of default inherent in the pre-order system. Therefore, it is necessary to strengthen and update regulations that are more responsive to the development of e-commerce, including the affirmation of marketplace responsibility, special pre-order arrangements, and the strengthening of preventive protection mechanisms. This analysis confirms that without these updates, consumer protection laws have the potential to lag behind the practice of digital transactions and fail to provide certainty and justice for consumers.

CONCLUSION

Based on the results of normative juridical analysis, it can be concluded that the pre-order transaction system in the marketplace has become an integral part of the development of electronic commerce in Indonesia because it offers convenience, efficiency, and flexibility for consumers. However, behind these benefits, the pre-order system also contains a relatively high risk of default, including delays in delivery, non-conformity of goods specifications, unilateral cancellations, and unclear refund mechanisms. These risks indicate an imbalance in the legal position between consumers and business actors, especially when pre-order contracts are outlined in the form of standard agreements that are drawn up unilaterally.

Normatively, legal protection for consumers in the pre-order system has been guaranteed through the provisions of the Civil Code, the Consumer Protection Law, and regulations related to electronic transactions. The principle of **full liability** emphasizes that business actors are fully responsible for losses suffered by consumers due to default. Consumers have the right to demand the fulfillment of achievements or compensation in the form of costs, losses, and interest as stipulated in civil law. However, this study found that the legal protection guarantee is still normative and not fully effective in practice, especially because there is no specific

regulation regarding the pre-order system and the lack of clarity on the legal responsibilities of the marketplace as a transaction platform provider.

Therefore, this study recommends several applicable measures to strengthen consumer protection in the pre-order system. First, special arrangements or normative affirmations regarding pre-order transactions are needed in consumer protection and e-commerce regulations, including the determination of business actors' obligations standards related to delivery time, quality of goods, and refund mechanisms. Second, it is necessary to affirm the legal responsibility of the marketplace, not only as a technology intermediary, but also as a party that helps ensure the security and certainty of transactions. Third, the government and related institutions need to strengthen preventive protection mechanisms, such as active supervision of pre-order practices and the provision of simple, fast, and consumer-friendly dispute resolution mechanisms. Fourth, increasing consumer digital legal literacy is also important so that consumers understand their rights and obligations before making pre-order transactions.

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