

Civil Liability of Business Operators for Consumer Losses in Digital Transactions

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Abstract

Digital transactions have transformed consumer–business relationships while creating increasingly complex risks concerning defective products, misleading information, transaction failures, and uncertainty over responsibility for consumer losses. This study aims to analyze the civil liability of business actors for consumer losses arising from digital transactions in Indonesia, particularly by examining the legal basis of liability, the distribution of responsibility between sellers and marketplace operators, and the legal remedies available to consumers. The study employs normative juridical research using statutory and conceptual approaches. Legal materials were collected through library research and analyzed qualitatively through systematic interpretation, comparison, and synthesis of relevant legal norms and scholarly literature. The findings indicate that civil liability in digital transactions derives from an integrated framework of contractual liability, unlawful acts, statutory consumer protection, and obligations arising from electronic commerce regulations. The analysis further demonstrates that marketplace operators cannot automatically be regarded as legally neutral intermediaries when their functions materially influence transaction security, information disclosure, payment mechanisms, verification, or consumer complaints. Liability should therefore be allocated functionally according to each actor's legal duties, contractual commitments, conduct, causal contribution, and capacity to prevent or remedy losses. The study contributes a functional and relational framework for strengthening legal certainty and effective consumer redress in Indonesia's evolving digital economy.

Keywords

Civil Liability; Consumer Protection; Digital Transactions; E-Commerce; Marketplace



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INTRODUCTION

The rapid expansion of digital commerce has fundamentally transformed the legal and economic relationship between business actors and consumers. Transactions that previously depended on physical presence, direct negotiation, and readily identifiable sellers are increasingly conducted through electronic contracts, marketplace platforms, digital payment systems, and algorithmically mediated

interfaces. Ideally, this transformation should be accompanied by a legal framework capable of ensuring that the convenience and efficiency of digital transactions do not diminish the fundamental rights of consumers. Indonesian consumer protection law already establishes the right of consumers to safety, correct information, choice, compensation, and effective dispute resolution, while the Electronic Information and Transactions (ITE) regime and Government Regulation No. 80 of 2019 concerning Trading Through Electronic Systems (PMSE) provide additional legal foundations for electronic commerce. Nevertheless, the legal relationship in digital transactions is more complex than the conventional buyer–seller relationship because consumers may simultaneously interact with sellers, marketplace operators, payment providers, logistics companies, and electronic system providers. Consequently, the allocation of civil responsibility cannot simply be determined by identifying the seller as the sole contractual counterparty. Recent legal scholarship demonstrates that marketplace platforms increasingly perform functions that go beyond merely connecting buyers and sellers, including transaction facilitation, payment management, seller verification, security mechanisms, complaint handling, and dispute resolution (Prabowo & Sulistianingsih, 2023; Rosidah & Karjoko, 2024).

Empirically, the growth of digital commerce has been accompanied by persistent consumer-protection problems, demonstrating a gap between the ideal normative framework and actual transactional conditions. Statistics published by Statistics Indonesia show that e-commerce constituted an increasingly important component of Indonesia's economic activity, with the 2024 E-Commerce Statistics documenting business profiles, transaction activities, and the value of electronic commerce across Indonesian provinces (BPS-Statistics Indonesia, 2025). At the same time, the Directorate General of Consumer Protection and Trade Compliance reported that during 2025 it received 7,887 consumer service reports, of which 7,836 or approximately 99 percent were related to transactions conducted through electronic trading systems, indicating the substantial concentration of consumer complaints in digital commerce (Ministry of Trade of the Republic of Indonesia, 2025). These complaints are not limited to isolated fraudulent conduct but include problems involving products that do not conform to descriptions, failed transactions, delivery problems, defective goods, refund difficulties, and weaknesses in dispute resolution. Recent studies similarly identify information asymmetry, difficulties in obtaining electronic evidence, uncertainty concerning platform responsibility, and limitations contained in standard electronic terms as recurring obstacles for consumers seeking legal remedies (Wisman, 2024; Fista et al., 2023). The empirical situation therefore

raises a fundamental civil-law question: when a consumer suffers measurable loss through a digital transaction, who should bear civil responsibility, on what legal basis, and to what extent should responsibility extend beyond the individual seller to other business actors participating in the digital transaction?

The specific legal problem becomes more complicated because Indonesian positive law regulates consumer protection, electronic transactions, electronic commerce, and electronic-system operation through several partially interconnected legal instruments. Law No. 8 of 1999 on Consumer Protection provides the principal framework concerning consumer rights, business-actor obligations, prohibited conduct, compensation, and dispute settlement, while the ITE Law and its amendments recognize electronic transactions and electronic contracts within the legal system. Government Regulation No. 80 of 2019 further regulates PMSE, while Minister of Trade Regulation No. 31 of 2023 establishes more specific requirements concerning business activities through electronic systems. Yet the existence of these regulations does not automatically produce a coherent allocation of civil liability. Recent research has found that marketplace responsibilities may involve contractual, preventive, and remedial dimensions, but practical implementation often remains fragmented and insufficiently responsive to the multi-party structure of digital transactions (Athallah H. S. & Gunadi, 2025). Other studies indicate that consumers may encounter uncertainty when determining whether losses should be claimed against the seller, marketplace, or another actor responsible for payment, delivery, or system operation (Wisman, 2024). This fragmentation is particularly significant from a civil-law perspective because liability may arise from different juridical bases, including breach of contract (*wanprestasi*), unlawful acts (*perbuatan melawan hukum*), statutory consumer-protection obligations, and, in particular circumstances, strict-liability principles.

The research gap lies in the tendency of previous studies to examine consumer protection, electronic contracts, marketplace liability, or dispute resolution as relatively separate legal questions. Earlier research has established that the Consumer Protection Law remains relevant to e-commerce transactions but faces difficulties in addressing the technological and structural characteristics of digital markets (Prabowo & Sulistianingsih, 2023; Putri & Mayasari, 2022). More recent studies have begun to focus on marketplace liability, identifying problems associated with seller verification, platform security, defective products, and contractual limitations (Rosidah & Karjoko, 2024; Putra et al., 2025). However, a more integrated analysis is still needed concerning civil liability of business actors as a relational and functional problem across the entire

digital transaction structure. In particular, insufficient attention has been given to systematically connecting the legal basis of liability with the type of consumer loss, the respective role of sellers and marketplace operators, the evidentiary position of consumers, the validity and enforceability of standard electronic clauses, and the forms of civil remedies available to consumers. This gap is important because simply characterizing a marketplace as an intermediary may obscure circumstances in which its active participation creates independent legal duties toward consumers. Conversely, automatically imposing liability on platforms without examining their actual function and causal contribution may also produce an unclear liability regime. The research therefore seeks to move beyond a general discussion of “consumer protection” toward a more precise examination of the allocation and juridical construction of civil responsibility for consumer losses in digital transactions.

This research is scientifically important to conduct now because the digital marketplace is developing faster than the traditional conceptual boundaries of contractual and tort liability. The increasing integration of marketplace platforms, electronic payment mechanisms, automated systems, seller verification, consumer reviews, logistics, and algorithmic transaction management means that consumer loss may result from a combination of human conduct, contractual performance, and technological processes. At the same time, Indonesian regulatory development continues to evolve, creating a need to examine whether existing civil-law principles remain sufficiently coherent when applied to contemporary digital transactions. Recent scholarship has explicitly identified normative fragmentation and uncertainty regarding the liability of marketplace operators, particularly where platforms exercise significant control over the transaction environment (Rasyid et al., 2024; Athallah H. S. & Gunadi, 2025). The urgency of this research therefore does not arise merely from the increasing volume of online transactions, but from the need to ensure that technological innovation does not create an accountability gap in which consumers bear risks that are difficult to attribute or recover. A clearer civil-liability framework is necessary to balance contractual freedom, technological innovation, business interests, and the legal protection of consumers without imposing responsibility beyond what can be justified by the role and conduct of each actor.

Accordingly, this research aims to analyze the civil responsibility of business actors for consumer losses arising from digital transactions in Indonesia by examining the applicable legal framework, the juridical bases of liability, the distribution of responsibility between sellers and digital marketplace operators, and the forms of compensation and legal remedies available to injured consumers. The study is

expected to provide a more coherent conceptual understanding of civil liability in the digital-commerce ecosystem by integrating principles of contractual liability, unlawful acts, consumer protection, electronic transactions, and the functional role of digital platforms. Theoretically, the research is expected to contribute to the development of contemporary civil-law scholarship concerning liability in technology-mediated transactions. Practically, it may provide a legal analytical framework for consumers, business actors, marketplace operators, legal practitioners, dispute-resolution institutions, and policymakers in determining the rights, obligations, and appropriate allocation of responsibility when consumer losses occur. In this respect, the study seeks not merely to reaffirm the existence of consumer rights, but to clarify how those rights can be translated into an effective and legally accountable mechanism of civil redress in Indonesia's increasingly digital economy.

METHODS

This study employs a normative juridical (doctrinal legal) research method using a statutory and conceptual approach. This method is selected because the research focuses on examining the civil liability of business actors for consumer losses arising from digital transactions through the interpretation and systematic analysis of applicable legal norms rather than through measurement of consumer behavior. The primary legal materials consist of Law No. 8 of 1999 on Consumer Protection, Law No. 1 of 2024 amending the Electronic Information and Transactions Law, Government Regulation No. 80 of 2019 on Trading Through Electronic Systems, and relevant implementing regulations, supplemented by secondary legal materials consisting of scholarly books, peer-reviewed journal articles, and previous legal research published primarily between 2020 and 2025. The object of analysis is the legal construction of civil liability, particularly the relationship among breach of contract, unlawful acts, consumer compensation, electronic contracts, and the responsibilities of business actors and marketplace operators. Legal materials are collected through library research and document analysis, while the research instrument is a structured legal-material matrix used to identify, classify, compare, and interpret relevant norms and scholarly arguments. A statutory approach is appropriate because the study must determine the consistency and scope of existing regulations, whereas a conceptual approach is necessary to clarify the juridical meaning and application of civil liability within digitally mediated transactions (Marzuki, 2021; Diantha, 2021).

The collected legal materials are analyzed using qualitative juridical analysis through several interconnected stages: identification and classification of relevant legal norms, interpretation of their substantive meaning, comparison of provisions

across different regulatory instruments, and synthesis of the resulting legal principles into a coherent model of civil responsibility. The analysis also employs prescriptive legal reasoning, particularly deductive reasoning, by moving from general principles of civil liability and consumer protection toward their application to specific characteristics of digital transactions. This approach enables the study to examine not only whether legal protection formally exists, but also whether the allocation of responsibility, compensation mechanisms, and available remedies are legally coherent and adequate for consumer losses. The method is therefore aligned with the research objective because the central questions concern what legal norms govern liability, how liability should be attributed among relevant business actors, and what legal remedies are available to injured consumers, all of which require normative interpretation rather than statistical testing or empirical measurement (Soekanto & Mamudji, 2021; Marzuki, 2021).

FINDINGS AND DISCUSSION

The normative analysis demonstrates that civil responsibility for consumer losses in digital transactions in Indonesia is not governed by a single legal instrument but by an interconnected framework of consumer protection, contract, electronic transaction, and electronic commerce regulations. The analysis of the statutory materials shows that Law No. 8 of 1999 on Consumer Protection (UUPK) remains the principal legal basis for determining the rights of consumers and obligations of business actors, while the Electronic Information and Transactions framework and Government Regulation No. 80 of 2019 provide specific legal foundations for electronically mediated transactions. Law No. 1 of 2024 further confirms the continuing development of the electronic-transaction regime, including requirements concerning good faith in electronic transactions and legal consequences for misleading electronic information that causes material consumer losses. The resulting legal structure indicates that the digital form of a transaction does not eliminate the underlying civil obligations of business actors; rather, it introduces additional legal considerations concerning electronic contracts, information accuracy, transaction security, and the identification of responsible actors.

The analysis further establishes that business actors bear civil responsibility when consumer losses arise from failure to perform contractual or statutory obligations, particularly where goods or services are inconsistent with representations, orders, agreements, or legally required standards. The juridical analysis connects this responsibility with two principal civil-law mechanisms: contractual liability arising from non-performance or defective performance, and liability arising from unlawful

acts where conduct violates legally protected interests and causes loss. Recent normative research similarly concludes that Indonesian consumer protection and electronic-transaction legislation collectively establish a legal basis for holding business entities responsible for losses generated through electronic transactions. The findings therefore indicate that the electronic nature of the transaction cannot, by itself, be used as a basis for excluding responsibility. Instead, liability must be determined by examining the business actor's legal obligation, the occurrence of a violation, the consumer's loss, and the causal relationship between the conduct and the resulting loss.

A more significant finding concerns the position of marketplace operators within the liability structure. The analysis indicates that responsibility cannot automatically be transferred entirely to individual sellers merely because sellers are the parties supplying the goods or services. Marketplace operators may perform functions that materially influence the transaction, including providing the electronic marketplace, facilitating communication and payment, establishing transaction procedures, managing consumer complaints, and implementing platform-level security mechanisms. Recent research identifies continuing uncertainty regarding the extent to which marketplace operators should be legally responsible when consumers experience losses, particularly in cases involving inaccurate product descriptions, transaction failures, or inadequate dispute mechanisms. The findings consequently support a functional approach to liability: the legal responsibility of each actor should be assessed according to its actual role, contractual commitments, statutory duties, and contribution to the occurrence or continuation of consumer loss, rather than solely according to the formal designation of the platform as an intermediary.

The analysis of documented consumer complaints provides further empirical confirmation that this legal issue is not merely theoretical. During 2025, the Indonesian Ministry of Trade recorded 7,887 consumer reports, of which 7,836 concerned electronic commerce transactions, meaning that approximately 99 percent of the reported consumer-service cases originated from transactions conducted through electronic trading systems. The reported problems included goods that did not correspond to what was promised, damaged goods, transaction difficulties, and problems involving digital payment services. These findings strengthen the normative conclusion that the principal legal problem is not the absence of consumer-protection norms, but the effective attribution and enforcement of responsibility when several actors participate in one digital transaction. The continuing receipt of complaints concerning product conformity, refunds, delivery, payments, and platform services

also demonstrates that formal recognition of consumer rights does not necessarily ensure effective recovery of losses. This reinforces the importance of distinguishing the responsibility of sellers from the potentially independent obligations of marketplace operators and other actors involved in the transaction.

Table 1. Civil Liability Framework in Digital Transactions

No	Legal Basis	Responsible Actor	Form of Consumer Remedy
1	Contractual liability	Seller/business actor	Refund, replacement, or compensation
2	Consumer protection obligations	Business actor and marketplace	Compensation and dispute resolution
3	Unlawful acts	Actor causing consumer loss	Compensation for material and/or immaterial loss

The table 1. demonstrates that civil liability in digital transactions depends on the legal basis of the violation and the functional role performed by each actor. It also shows that consumer remedies should be proportionate to the nature of the loss and the responsibility established through contractual, statutory, or unlawful-act principles.

The findings demonstrate that civil liability in digital transactions cannot be adequately understood through a conventional buyer–seller framework because the transaction is embedded within a broader digital ecosystem involving sellers, marketplace operators, payment mechanisms, logistics providers, and electronic-system infrastructure. This finding is consistent with Pijoh et al. (2024), who identify fraud, information asymmetry, transparency problems, and data-protection risks as persistent weaknesses in Indonesian e-commerce. It also corresponds with Rosidah and Karjoko (2024), who argue that technological development has increased transactional efficiency while simultaneously creating new risks requiring stronger consumer protection. From the perspective of consumer-protection theory, this condition reflects the structural imbalance between consumers and business actors: consumers generally possess less information, weaker bargaining power, and fewer opportunities to verify the reliability of digital sellers or transaction systems before contracting. The finding therefore occurs not simply because existing regulations are absent, but because the technological structure of digital commerce redistributes transactional power and information in ways that conventional civil-law assumptions do not always capture.

The second important finding is that business actors remain civilly liable when consumers suffer losses resulting from defective performance, inaccurate

representations, non-conforming goods or services, or violations of statutory obligations. This supports the contractual-liability perspective that an electronic transaction does not fundamentally eliminate the legal consequences of non-performance merely because the agreement is formed digitally. Recent research by Esa and Maharani (2026) similarly emphasizes that electronic commerce creates contractual vulnerabilities through information asymmetry, geographical distance, standard-form clauses, and difficulties in obtaining evidence. The present finding nevertheless extends this argument by emphasizing that liability should be determined through the relationship between the obligation undertaken, the violation, the resulting loss, and causation. In theoretical terms, this reflects the principle that *pacta sunt servanda* remains relevant to electronic contracts, while consumer-protection law imposes additional mandatory obligations that cannot simply be displaced through unilateral platform terms. Thus, the digital character of the contract changes the medium of performance and evidence but does not, by itself, transform non-performance into a legally consequence-free event.

The findings concerning marketplace responsibility reveal a more substantial departure from the traditional intermediary model. The research indicates that a marketplace cannot automatically avoid responsibility merely by characterizing itself as a technological intermediary when its activities materially shape the transaction. This finding is strongly supported by Athallah and Gunadi (2025), who identify three dimensions of marketplace responsibility: contractual mechanisms such as refund and return procedures, preventive mechanisms such as seller verification and transaction security, and remedial responsibility for consumer losses. Similarly, Putri et al. (2025) specifically examine marketplace responsibility for product-description violations and demonstrate that the application of Indonesian consumer-protection law to platform operators remains an important question of legal certainty. The present research agrees with these studies but places greater emphasis on a functional theory of responsibility: the legal status of an actor should be assessed not merely according to its contractual label, but according to what it actually does within the transaction. Where a platform controls verification, payment procedures, transaction security, complaint mechanisms, or information presentation, those functions may generate corresponding legal duties.

This functional interpretation also explains why the findings reveal continuing uncertainty regarding the boundary between seller liability and platform liability. Wisman (2024) found that Indonesian consumer-protection rules have not completely resolved problems involving seller responsibility, dispute resolution, and transaction

security. The present study reaches a similar conclusion but identifies the underlying cause more specifically as fragmented attribution of responsibility. A single consumer loss may originate from misleading product information supplied by a seller, inadequate verification by a marketplace, a payment-system failure, or weaknesses in platform complaint procedures. Applying only a seller-centered contractual model therefore risks overlooking legally relevant conduct by other actors. Conversely, imposing automatic liability on marketplaces for every seller violation would disregard differences in causation and actual control. The implication is that civil liability should be allocated according to each actor's legally relevant function, undertaking, contribution to the harm, and capacity to prevent or remedy the loss. This provides a more analytically precise alternative to both absolute platform immunity and indiscriminate platform liability.

The findings are also significant when examined through the theory of information asymmetry. Digital consumers frequently make purchasing decisions on the basis of information displayed through interfaces that they cannot independently verify, while sellers and platforms possess substantially greater control over product descriptions, transaction histories, algorithms, seller ratings, and technical information. This explains why misleading information can produce consumer losses even before the physical delivery of goods occurs. Pijoh et al. (2024) similarly identify inadequate transparency and information-related risks as central problems in e-commerce. The recent study by Rosidah and Karjoko (2024) further approaches consumer protection through economic analysis of law, emphasizing the need for mechanisms that reduce transactional risks and improve the efficiency of protection. The present finding consequently implies that civil liability has a preventive as well as compensatory function. Liability rules do not merely determine who pays after damage occurs; they also create incentives for business actors and platforms to improve verification, information accuracy, transaction security, and complaint mechanisms before consumer harm materializes.

Finally, the overall findings support a shift from a fragmented model of consumer protection toward an integrated civil-liability framework. The most recent studies increasingly move in this direction: Athallah and Gunadi (2025) discuss the need for stronger marketplace responsibility and mechanisms capable of addressing platform–seller relationships, while contemporary scholarship identifies continuing regulatory discrepancies and gaps arising from the multi-party structure of digital marketplaces. The present study contributes to this development by synthesizing contractual liability, unlawful-act liability, statutory consumer protection, and

functional platform responsibility rather than treating them as isolated doctrines. Scientifically, this means that the relevant question is no longer simply whether a consumer has a right to compensation, but how responsibility should be juridically constructed from the interaction among legal duty, actor function, breach, causation, loss, and available remedies. The finding therefore confirms the continuing relevance of classical civil-law principles while demonstrating that their application to digital commerce requires functional and technologically sensitive interpretation. Such an approach preserves legal certainty while responding to the distinctive structure of contemporary digital transactions.

CONCLUSION

This study concludes that civil liability for consumer losses in digital transactions must be constructed through an integrated interpretation of contractual liability, unlawful acts, consumer-protection obligations, and the functional responsibilities of digital marketplace operators. The findings demonstrate that the digital nature of transactions does not eliminate the legal obligations of business actors; rather, it complicates the attribution of responsibility because sellers and platforms may exercise different degrees of control over information, transaction processes, security, and remedies. The scientific contribution of this study lies in proposing a functional and relational understanding of civil liability, in which responsibility is determined by the legal duty, actual function, contractual undertaking, causal contribution, and capacity of each actor to prevent or remedy consumer losses, rather than solely by formal contractual status. Nevertheless, the study is limited by its normative juridical design and reliance primarily on statutory and secondary legal materials, so it does not empirically measure how consumers, sellers, and marketplace operators experience the implementation of these liability mechanisms in practice.

Future research should complement this normative analysis with empirical socio-legal research, particularly through interviews with consumers, business actors, marketplace operators, and dispute-resolution institutions, to examine how civil liability and compensation mechanisms operate in actual disputes. Further studies should also conduct comparative analysis with selected jurisdictions to identify regulatory models capable of addressing platform responsibility, electronic evidence, and consumer redress in increasingly complex digital transactions.

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