

Legal Liability of Shipping Companies in Cash-on-Delivery Transactions for Violations of Consumer Rights

Bella Islamia Mokodompit¹, Nirwan Junus², Moh. Taufiq Zulfikar Sarson³

^{1,2,3} Faculty of Law, Gorontalo State University

Article Info

Article history:

Received May, 2026

Revised May, 2026

Accepted Jun, 2026

Keywords:

Cash On Delivery;

Consumer Protection;

E-Commerce;

Legal Liability;

Shipping Companies

ABSTRACT

The development of e-commerce has driven the use of the *Cash on Delivery* (COD) method as a payment alternative that enhances consumer trust, yet it also raises legal issues regarding the liability of shipping companies. This study aims to analyze the form of legal liability of shipping companies in COD transactions regarding violations of consumer rights and to identify weaknesses in existing regulations. The research method employed is a normative legal approach using legislative and conceptual frameworks, through a literature review of primary and secondary legal sources. The results indicate that regulations regarding the liability of shipping companies in COD transactions remain unclear and fall within a normative gray area. Shipping companies can no longer be positioned merely as carriers but also as parties involved in the transaction process. Therefore, a proportional liability framework is required using an *intermediary liability* and *joint liability* approach. This study emphasizes the importance of legal reform through regulatory harmonization to strengthen consumer protection in digital transactions.

This is an open access article under the [CC BY-SA](https://creativecommons.org/licenses/by-sa/4.0/) license.



Corresponding Author:

Name: Bella Islamia Mokodompit

Institution: Faculty of Law, Gorontalo State University

Email: mokodompitbella256@gmail.com

1. INTRODUCTION

Advances in information and communication technology have driven significant transformations in e-commerce practices, particularly in payment methods that are increasingly diverse and adaptable to consumer needs. One widely used method is *Cash on Delivery* (COD), which allows consumers to pay directly upon receiving the goods. This scheme is considered effective in boosting consumer trust, especially in the context of online transactions prone to fraud. However, the implementation of COD also raises new legal issues, particularly

regarding the liability of shipping companies as intermediaries bridging the relationship between businesses and consumers [1].

In practice, shipping companies do not merely act as carriers of goods but are also directly involved in the process of delivering goods and receiving payments from consumers. This situation creates legal liability complexities, particularly when consumer rights are violated, such as when goods are not as described, damaged, or even in cases of fraud. In such situations, there is often an unclear shift in liability between businesses and shipping companies, which has the potential to harm consumers [2].

Therefore, a comprehensive analysis of the legal framework governing the liability of shipping companies in COD transactions is necessary.

The main issue in this study lies in the lack of clarity regarding the legal liability boundaries of shipping companies in COD transactions, particularly from a consumer protection perspective. Although Law No. 8 of 1999 on Consumer Protection has provided a normative framework regarding the rights and obligations of the parties, its implementation in the context of COD transactions still leaves various legal loopholes. Furthermore, sectoral regulations governing transportation services have not explicitly accommodated the dynamics of digital transactions involving cash-on-delivery payment systems [3].

A number of previous studies have examined consumer protection aspects in *e-commerce* transactions, but most still focus on the liability of business entities as sellers of goods or services. Studies on the role and liability of courier companies in COD schemes remain relatively limited. In practice, however, shipping companies play a strategic role that can influence the fulfillment of consumer rights. Therefore, a more holistic approach is needed, incorporating perspectives from civil law, consumer protection law, and transportation law.

This study aims to analyze the form of legal liability of shipping companies in COD transactions regarding violations of consumer rights. Additionally, this study aims to identify weaknesses in existing regulations and propose normative solutions to strengthen legal protection for consumers. Thus, this study is expected to contribute to the development of law that is responsive to technological advancements and modern trade practices.

The approach used in this study is a normative legal approach, examining relevant legislation, legal doctrines, and court rulings. The analysis is conducted systematically to construct a legal argument regarding the position and liability of shipping companies in COD transactions.

Furthermore, this study also employs a conceptual approach to understand the fundamental principles of consumer protection within the context of digital transactions.

The novelty of this study lies in its attempt to integrate the perspectives of transport law and consumer protection law in the context of COD transactions. This study not only examines the liability of shipping companies from a normative perspective but also proposes a liability model that is more adaptable to developments in *e-commerce*. Thus, this study is expected to serve as both an academic and practical reference in formulating more effective legal policies.

Finally, it is important to emphasize that consumer protection is an integral part of a just legal system. In the context of COD transactions, clarity regarding the legal liability of shipping companies is crucial to ensuring legal certainty and justice for all parties. Therefore, this study aims to provide theoretical and practical contributions to strengthening the consumer protection system in Indonesia, particularly in addressing the challenges of the ever-evolving digital era.

2. LITERATURE REVIEW

2.1 *The Concept of Legal Liability in Civil Law*

Legal liability is a fundamental concept in civil law relating to the obligation of a person or legal entity to bear the legal consequences of their actions. In this context, liability may arise either due to a breach of contract or an unlawful act. According to Subekti, a breach of contract occurs when one party to an agreement fails to fulfill the obligations as agreed upon [4]. Meanwhile, unlawful acts as regulated in Article 1365 of the Civil Code (KUHPerdara) require the elements of an act, fault, damage, and a causal relationship between the act and the damage.

Furthermore, it is explained that legal liability in contractual relationships

is based on the principle of *liability based on fault*, meaning liability grounded in the presence of fault [5]. However, in modern legal developments, the concept of *strict liability*—which does not require the element of fault—is also recognized, particularly in the context of consumer protection. This indicates a paradigm shift from protecting business entities toward protecting consumers as the weaker party in legal relationships [6].

In relation to freight forwarding companies, the legal relationship established with consumers can be classified as an indirect contractual relationship, in which the freight forwarding company acts as a third party in the agreement between the seller and the buyer. Therefore, an analysis of the form of legal liability of shipping companies must consider both aspects of breach of contract and unlawful acts, as well as the possibility of applying the principle of strict liability in the context of consumer protection [7].

2.2 Consumer Protection in Electronic Transactions and the Cash on Delivery (COD) System

Consumer protection is a crucial aspect of modern legal systems, particularly in addressing the increasingly complex development of electronic transactions. Law No. 8 of 1999 on Consumer Protection provides the legal basis for consumers to exercise their rights to comfort, security, and safety when consuming goods and/or services. Consumer protection aims to create a balance between the interests of consumers and business operators through fair and proportionate regulations [8].

In the context of *e-commerce* transactions, the *Cash on Delivery (COD)* payment method has become a popular alternative because it provides a sense of security for consumers. However, the COD system also raises various legal issues, particularly when the received goods do not match the order. In electronic transactions, consumers are

often in a weaker position due to information limitations and reliance on systems controlled by businesses [9].

Additionally, according to a study by the Ministry of Trade of the Republic of Indonesia, disputes in COD transactions often involve a third party—namely, the shipping company—which plays a role in the distribution process and the delivery of goods to consumers [10]. This raises questions regarding the extent of the shipping company's responsibility in ensuring the fulfilment of consumer rights, particularly in cases of product discrepancies or damage during delivery.

2.3 The Liability of Shipping Companies from the Perspective of Transport Law

Under transport law, shipping companies have an obligation to ensure the safe and timely delivery of goods in accordance with the agreed-upon contract. The carrier's liability includes the obligation to safeguard the goods from the time of receipt until they are delivered to the rightful recipient [11]. Failure to fulfil these obligations may result in legal liability in the form of compensation to the aggrieved party.

However, in COD transaction practices, the freight forwarder's position becomes more complex because it acts not only as a carrier but also as an intermediary in the payment process. This expands the scope of the freight forwarder's legal liability, particularly if there is a violation of consumer rights related to the contents or quality of the goods. In legal relationships involving more than two parties, the determination of liability must be based on the role and contribution of each party in the occurrence of the loss [12].

Furthermore, developments in modern business practices show that freight forwarding companies are often involved in partnerships with *e-commerce* platforms, thereby forming a complex digital ecosystem. In this context, an adaptive legal approach is needed to determine the scope of liability for each

party, including the potential application of *joint liability* or several liability. Thus, an examination of the liability of shipping companies in COD transactions cannot be separated from the dynamics of transportation law and the development of information technology [13].

3. METHODS

This study employs a normative legal research design using *a conceptual approach* and *a statutory approach*. The focus of the study is on analyzing the legal liability of shipping companies in *Cash on Delivery* (COD) transactions regarding violations of consumer rights. The subject of this study is freight forwarding companies as providers of transportation services, while the object of the study encompasses legal norms governing consumer protection, transportation law, and COD transaction practices in *e-commerce*. This study was conducted from 2024 to 2026, with the scope of analysis centered on Indonesia's national legal system, without being limited to a specific geographic region, as it constitutes a doctrinal study of applicable legal norms.

The research instrument used is *library research*, which involves examining primary, secondary, and tertiary legal materials. Primary legal materials include legislation such as the Civil Code, Law No. 8 of 1999 on Consumer Protection, as well as regulations related to transportation services and electronic transactions. Secondary legal materials consist of textbooks, academic journals, and previous research relevant to the research topic. Tertiary legal materials include legal dictionaries, encyclopedias, and credible online sources. The sampling method in this study does not employ statistical sampling techniques but rather uses *purposive sampling* of legal sources that have substantial relevance to the issue under examination.

Data collection was conducted through systematic literature review and documentation of the selected legal sources. The data obtained were then analyzed using

qualitative analysis methods with a descriptive-analytical approach. This analysis aims to interpret legal norms, identify regulatory gaps, and formulate the legal liability framework for shipping companies in COD transactions. The analysis process was conducted deductively, that is, by drawing conclusions from general legal principles to the specific issues under study, thereby producing systematic, logical, and comprehensive legal arguments.

4. RESULTS AND DISCUSSION

The research results indicate that the legal liability framework for freight forwarding companies in *Cash on Delivery* (COD) transactions remains in a normative gray area. This is due to the absence of explicit regulations specifically governing the role of freight forwarding companies within the COD payment system. In practice, freight forwarding companies are often positioned merely as carriers of goods. However, their involvement in both the delivery of goods and the receipt of payment indicates a more complex role. This situation raises legal implications regarding their liability when consumer rights are violated. Therefore, a reconstruction of the legal understanding of the role of freight forwarding companies is necessary [14].

Normatively, the legal relationship between freight forwarding companies and consumers can be traced through two main approaches: contractual and non-contractual relationships. In a contractual relationship, freight forwarding companies are bound by a transport agreement with the business operator. However, in the context of COD, there is direct interaction between the shipping company and the consumer. This gives rise to an indirect legal relationship that has the potential to entail legal liability, particularly if the consumer suffers a loss due to non-conforming or damaged goods. Thus, an analysis of this legal relationship is crucial in determining the form of liability [15].

Research findings indicate that in many cases, shipping companies attempt to

limit their liability through standard clauses. These clauses typically state that the carrier is not liable for the contents of the shipped goods. However, from a consumer protection law perspective, such clauses may conflict with the principles of fairness and balance. The Consumer Protection Act prohibits clauses that unilaterally shift liability. Therefore, these liability limitation clauses require critical scrutiny. This is essential to prevent the abuse of dominant market positions by businesses [16].

In COD transactions, it is common for consumers to receive goods that do not match their orders. In such situations, consumers often lodge complaints with the courier or shipping company. However, the shipping company often denies liability on the grounds that it acts merely as an intermediary. This creates legal uncertainty for consumers, especially when the business operator cannot be contacted or fails to respond. This situation highlights a gap in effective legal protection mechanisms. Therefore, there is a need to strengthen regulations governing shared liability [17].

From a transportation law perspective, a shipping company's liability is generally limited to damage or loss of goods during transit. However, in a COD scheme, this liability should be expanded. This is because the shipping company is also involved in the financial transaction process. Consequently, they cannot entirely absolve themselves of liability if consumer rights are violated. There is a need for a reinterpretation of the principle of carrier liability. This is important to align with the ever-evolving dynamics of digital transactions [18].

This study also found that there is a disconnect between regulations governing consumer protection and transport law. The Consumer Protection Act provides broad protection for consumers. However, transportation law remains focused on the technical aspects of goods delivery. This misalignment creates legal loopholes exploited by businesses—including shipping companies—to limit their liability. Therefore,

regulatory harmonization is an urgent necessity to establish fair legal certainty.

Further analysis reveals that the position of freight forwarding companies in COD transactions can be categorized as *intermediary liability*. This means they act as intermediaries with limited liability but are not entirely free from legal obligations. In this context, the concept of *joint liability* becomes relevant to apply. This allows consumers to seek compensation from more than one party, including business operators and shipping companies. Thus, consumer protection can be more effective [19].

This study also compares practices in several countries that have regulated the liability of logistics companies in digital transactions. In some jurisdictions, shipping companies are required to verify the goods being shipped. This aims to prevent fraud in COD transactions. Additionally, there is an obligation to provide an effective complaint mechanism for consumers. These findings indicate that Indonesia still lags behind in terms of regulation. Therefore, there is a need to learn from international practices.

In the context of evidence, consumers often face difficulties in proving the losses they have suffered. This is due to limited access to information and transaction records. Meanwhile, shipping companies and businesses have greater control over data. This situation creates an imbalance in the dispute resolution process. Therefore, there is a need to reverse the burden of proof in certain cases. This is to provide more effective protection for consumers [20].

Research findings also indicate that the role of *e-commerce* platforms cannot be overlooked in this context. Platforms serve as intermediaries between sellers, buyers, and shipping companies. Therefore, legal responsibility should not be placed solely on one party. Instead, it must be viewed as a collective responsibility within a digital ecosystem. This aligns with the principle of distributive justice in law. Thus, consumer protection can be implemented comprehensively.

From a practical standpoint, shipping companies often face a dilemma

when handling consumer complaints. On one hand, they lack the authority to open or verify the contents of packages. On the other hand, they are the party directly interacting with consumers. This situation highlights a mismatch between responsibility and authority. Therefore, regulations are needed to clarify roles. This is to prevent legal conflicts in the field [21].

This study also found that consumer education remains relatively low. Many consumers do not yet understand their rights and obligations in COD transactions. This makes them vulnerable to being exploited by dishonest business practices. Therefore, improving legal literacy is crucial—whether through public awareness campaigns or formal education. Consequently, consumers can become more discerning and better protected.

In the context of dispute resolution, the mechanisms currently available are still suboptimal. Many consumers are reluctant to pursue legal action because it is perceived as complicated and time-consuming. Therefore, simpler and faster alternative dispute resolution methods are needed. For example, through mediation or *online dispute resolution*. This can serve as an effective solution for resolving COD disputes while reducing the burden on the judicial system [22].

Research findings also indicate that oversight of shipping companies remains weak. Not all companies comply with established operational standards. This creates opportunities for violations of consumer rights. Therefore, the government's role as a regulator is crucial—particularly in conducting oversight and enforcing the law. Consequently, a healthy and fair business environment is fostered.

From a legal theory perspective, this situation reflects a *legal gap* between norms and practice. Although regulations are in place, their implementation remains ineffective. This highlights the need for more responsive legal reform, particularly in addressing technological advancements. Consequently, the law can function as a tool for social engineering, rather than merely as a set of normative rules [23].

This study also identifies that the liability of freight forwarding companies can be established through a *strict liability* approach. Under this approach, companies can be held liable without the need to prove fault. This is relevant in the context of consumer protection, particularly when consumers are in a vulnerable position. Thus, the burden of proof is not entirely placed on the consumer.

However, the application of *strict liability* must also consider the principle of fairness for shipping companies. Not all losses experienced by consumers are caused by the shipping company's negligence. Therefore, clear limitations are necessary in its application. For example, by identifying the types of losses that can be covered. Thus, an imbalance in the allocation of liability is avoided.

In practice, shipping companies often collaborate with third parties such as agents or courier partners. This adds complexity to determining legal liability. When a breach occurs, it is difficult to determine which party is responsible. Therefore, clarity is needed in the structure of legal relationships—both contractually and operationally.

This study also highlights the importance of transparency in COD transactions. Consumers must be provided with clear information regarding the goods, price, and terms of the transaction. This is part of consumer rights that must be protected. Shipping companies also play a role in ensuring this transparency, particularly during the delivery process. Thus, the potential for disputes can be minimized.

In the context of legal policy, specific regulations are needed to comprehensively govern COD transactions. These regulations must outline the roles and responsibilities of all parties involved, including shipping companies, businesses, and digital platforms. This prevents legal overlap or gaps, which is crucial for establishing legal certainty [24].

The results of this study also indicate that a multidisciplinary approach is necessary to examine this issue. This

approach must consider not only legal aspects but also economic and technological dimensions. This is because COD transactions are a complex phenomenon. Consequently, the proposed solutions must be comprehensive, incorporating diverse perspectives.

Compared to previous studies, this research offers new contributions. Particularly in examining the role of freight forwarding companies in greater depth. Most previous studies focused solely on business operators. Therefore, this research expands the scope of analysis by incorporating the legal perspective of transportation.

This study also emphasizes the importance of the *prudential principle* in the operations of freight forwarding companies. Companies must ensure that every process is conducted in accordance with applicable standards. This is to avoid potential losses for consumers. Thus, legal liability can be minimized.

In the context of globalization, COD transaction practices are also influenced by international standards. Therefore, Indonesia needs to align its regulations with global developments. This is to enhance competitiveness and consumer protection. Consequently, the national legal system becomes more adaptive.

This study also indicates that digitalization in the logistics sector presents new challenges, including regarding data security and transactions. Consequently, legal protection must encompass digital aspects—not merely the physical delivery of goods.

In the final analysis, it can be concluded that the legal liability of shipping companies in COD transactions must be constructed proportionally. It should not be overly burdensome, nor should it provide absolute exemption. This is to create a balance between the interests of businesses and consumers.

Thus, this study recommends comprehensive legal reform, including regulatory harmonization and strengthened oversight. This is essential to address the challenges of the digital era.

Finally, these results and discussions indicate that consumer protection in COD transactions still requires serious attention, particularly regarding the clarity of courier companies' liability. Consequently, it is hoped that future regulations will be more comprehensive and effectively implemented.

5. CONCLUSION

The findings of this study indicate that the legal liability of shipping companies in *Cash on Delivery* (COD) transactions regarding violations of consumer rights has not been explicitly and comprehensively regulated under Indonesia's positive law system, thereby creating legal uncertainty. In practice, freight forwarding companies can no longer be positioned merely as carriers of goods, but also as parties with direct involvement in the transaction process, particularly at the stage of delivery of goods and receipt of payment. Therefore, the relevant legal liability framework is a proportional liability model that accounts for the freight forwarding company's active role in the transaction chain, with the potential application of the principles of *intermediary liability* or *joint liability* alongside business operators. This study also confirms that standard clauses limiting the liability of freight forwarding companies cannot be justified if they conflict with the principle of consumer protection. Thus, the research objectives of analyzing the form of legal liability of freight forwarding companies and identifying regulatory weaknesses have been achieved, while also highlighting the urgency of adaptive legal reform in response to the development of digital transactions.

The recommendations from this study include the need for the establishment of specific regulations that explicitly govern the mechanisms and limits of freight forwarding companies' liability in COD transactions, including provisions regarding the allocation of liability with business entities and *e-commerce* platforms. Additionally, the government must harmonize consumer protection law, transport law, and regulations on electronic

transactions to create fair legal certainty. Strengthening oversight of shipping companies and improving consumer legal literacy are also strategic steps to minimize the potential for disputes. On the other hand, shipping companies are expected to apply

the principles of prudence and transparency in their operations, as well as provide effective and responsive complaint mechanisms, so that the protection of consumer rights in COD transactions can be optimally realized.

REFERENCES

- [1] A. Saputra, "Legal Protection for Consumers and Business Entities in Online Sales Transactions Using the Cash on Delivery Method," *Indragiri Law Rev.*, vol. 2, no. 3, pp. 9–16, 2024, [Online]. Available: <https://ejournalpasca.unisi.ac.id/index.php/ilr/article/view/62>
- [2] A. Aswal, "Transactions Using the COD (Cash on Delivery) Payment Method: A Legal Perspective on Consumer Protection," *JIHAD J. Law Adm.*, vol. 6, no. 3, 2024, doi: 10.58258/jihad.v6i3.7189.
- [3] G. O. Sugito, H. S. Salim, and D. Wagian, "Legal Protection for Consumers in E-commerce Expeditions: Perlindungan Hukum bagi Konsumen dalam Ekspedisi E-commerce," *Indones. J. Law Econ. Rev.*, vol. 19, no. 1, p. 10.21070/ijler.v19i1.989, 2024, doi: 10.21070/ijler.v19i1.989.
- [4] V. R. Malawat, M. Tjoanda, and N. Uktelseja, "Liability of PT. Asuransi Jiwasraya (Persero) for Breach of Contract Against the Insured," *TATOHI J. Leg. Sci.*, vol. 3, no. 7, pp. 674–692, 2023, [Online]. Available: <https://fhukum.unpatti.ac.id/jurnal/tatohi/article/view/1852>
- [5] Z. S. H. Al-Hameed, M. Nikdosti, S. H. Ali, and M. J. Abdollahi, "The Value of Compensation and Its Timing in Contractual Liability," *Leg. Stud. Digit. Age*, vol. 4, no. 4, pp. 1–9, 2025, doi: 10.61838/kman.lsd.220.
- [6] A. S. Setyawan and A. Mardjiono, "Business Operator Liability for Defective Products," *Transparansi Huk.*, vol. 8, no. 1, pp. 62–73, 2025, [Online]. Available: <https://ojs.unik-kediri.ac.id/index.php/transparansihukum/article/download/6722/4214>
- [7] D. S. Kamaruddin and S. Surajiman, "Resolution of Consumer Disputes Arising from Delayed Delivery of Goods by Freight Forwarding Companies (Case Study of District Court Decision No. 295/Pdt. Sus. Bpsk/2020/Pn. Bks, High Court Decision No. 011/Bpsk-Bks/2020, Cassation Decision No. 175k/Pdt. Susbps)," *Natl. J. Law*, vol. 6, no. 1, pp. 720–734, 2022, [Online]. Available: <https://journal.unas.ac.id/index.php/law/article/view/1678>
- [8] L. A. Sobirin and P. U. Choeriyah, "Legal Protection for Consumers in E-Commerce Transactions as Reviewed Under the Consumer Protection Law," *Coll. Stud. J.*, vol. 7, no. 1, pp. 284–289, 2024, [Online]. Available: <https://www.ejournal.stih-awanglong.ac.id/index.php/csj/article/download/1457/868>
- [9] R. Freshtiadie, A. Akram, and H. Mawadi, "Legal Protection for Victims of Online Cash-on-Delivery Fraud," *Jurisdictie Law J.*, vol. 5, no. 2, pp. 94–114, 2023, [Online]. Available: <https://dev-ojs.journalhuia.ac.id/Jurisdictie/article/download/136/89>
- [10] P. H. A. Azis and T. P. Anggriawan, "Liability of Shipping Services Due to Breach of Duty Resulting in Damage to Goods Delivered in Cash on Delivery Transactions," *Meta-Yuridis J.*, vol. 8, no. 2, pp. 151–162, 2025, doi: 10.26877/m-y.v8i2.24258.
- [11] K. G. Dipayana, I. N. G. Sugiarta, and N. M. P. Ujianti, "J&T Express's Liability for Damage to Goods During Shipping (A Study of the J&T Express Branch on Sunset Road, Kuta Badung)," *J. Leg. Analog.*, vol. 5, no. 2, pp. 184–189, 2023, [Online]. Available: <https://ejournal.warmadewa.ac.id/index.php/analogihukum/article/download/8142/5331>
- [12] R. Dhianty, "The Responsibilities of Couriers in E-commerce Transactions Using the Cash on Delivery (COD) Payment Method from an Agency Relationship Perspective," *Syar-I J. Soc. Cult. Stud.*, vol. 1, no. 1, pp. 213–226, 2021, [Online]. Available: <https://repository.uharajaya.ac.id/13334/2/Jurnal Salam UIN.docx>
- [13] M. Wibisana, J. Neltje, and D. Fitriana, "Legal protection for business operators against payment cancellations by e-commerce consumers in the cash on delivery (COD) system under Law No. 8 of 1999 on consumer protection," *KRTHA BHAYANGKARA*, vol. 17, no. 2, pp. 437–464, 2023, doi: 10.31599/krtha.v17i2.812.
- [14] I. G. B. W. A. Susanta, K. F. Dantes, and M. J. Setianto, "Legal Protection for Third Parties as Couriers in Electronic Transactions Using the Cash on Delivery Method," *Yust. Community J.*, vol. 6, no. 1, pp. 144–153, 2023, [Online]. Available: <https://ejournal.undiksha.ac.id/index.php/jatayu/article/download/60290/25208>
- [15] W. O. Yulianti, T. Berlianty, and N. S. Haliwela, "Grab Express's Liability to Consumers in Goods Delivery Services," *TATOHI J. Leg. Sci.*, vol. 4, no. 2, pp. 119–132, 2024, doi: 10.47268/tatohi.v4i2.2128.
- [16] M. Nasruddin, "Liability of Freight Forwarding Companies Regarding Negligence in the Loss of Shipped Goods," *Begawan Abioso*, vol. 12, no. 2, pp. 107–120, 2021, [Online]. Available: <https://ejournal.hukumunkris.id/index.php/abioso/article/view/17>
- [17] E. B. Setiawan and A. H. Hamid, "Implementation of the Liability of Freight Forwarding Companies Toward Consumers in Makassar City," *Clavia*, vol. 21, no. 2, pp. 238–245, 2023, [Online]. Available: <https://journal.unibos.ac.id/clavia/article/download/2289/1844>
- [18] R. Y. R. Siahaan, M. Anggusti, and J. Sidauruk, "Legal Analysis of the Responsibility of Freight Forwarding Company X to Service Users for Goods Damaged or Lost During Handling in the Loading Area," *J. Law, Polit. Humanit.*, vol. 5, no. 2, pp. 1216–1224, 2025, [Online]. Available:

- <https://dinastires.org/JLPH/article/download/1278/1129>
- [19] R. K. Darmanto, "Legal Protection for Freight Forwarding Services (Couriers) in the Cash on Delivery (COD) System in Relation to Article 1792 of the Civil Code," *Justitia J. J. Law Humanit.*, vol. 6, no. 2, pp. 459–467, 2023, doi: 10.31604/justitia.v6i2.459-467.
- [20] R. Maul, "Legal protection for consumers regarding the right to information in electronic transactions BT - National Seminar on Law and Pancasila," 2022. [Online]. Available: <https://conference.untagsby.ac.id/index.php/snhp/article/download/1110/564>
- [21] S. Husna and L. Yustitiani, "Liability of Sea Freight Forwarders (EMKL) to Service Users for Damaged/Lost Goods During the Shipping Process by Sea," *Cakrawala Huk. Sci. J. Fac. Law, Wijayakusuma Univ.*, vol. 24, no. 2, pp. 1–8, 2022, [Online]. Available: <https://jurnal.fhunwiku.ac.id/index.php/cakrawala/article/download/184/145>
- [22] I. M. G. G. Made and P. Raodah, "Consumer Dispute Resolution Through ODR (Online Dispute Resolution)," *Commer. Law*, vol. 3, no. 2, 2023, [Online]. Available: <https://journal.unram.ac.id/index.php/commercelaw/article/download/3518/1912>
- [23] J. Z. Y. Arvante, A. Y. Sulistyawan, and Y. P. Riyanto, "The Role of Legal Theory in the Era of Digital Globalization: A Perspective of Law Theory as a Tool of Social Engineering," *Indones. J. Leg. Dev.*, vol. 7, no. 2, pp. 307–324, 2025, doi: 10.14710/jphi.v7i2.128-145.
- [24] N. Khotimah, S. Astutik, and E. Widodo, "Online Commerce Using the Cash on Delivery (COD) Payment System Regarding Unilateral Cancellation by Consumers from a Civil Law Perspective," *Court Rev. J. Leg. Res.*, vol. 5, no. 03, pp. 130–140, 2025, doi: 10.69957/cr.v5i04.1986.