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JUSTICE ON PAPER, INJUSTICE IN PRACTICE: RETHINKING CONSUMER PROTECTION IN INDONESIA'S ONLINE MARKETPLACES

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Abstract: Indonesian consumers keep losing money to non-conforming goods bought through online marketplaces, even though a consumer-protection framework already exists on paper. This article asks why that gap persists and how legal philosophy should guide the way responsibility for it is assigned. Using normative legal research, it reads Law No. 8 of 1999 on Consumer Protection and its implementing regulations against Aristotle's distinction between distributive and corrective justice and Rawlsian fairness. The analysis finds that losses persist because of information asymmetry, weak consumer bargaining power, limited access to evidence, and enforcement that rarely reaches small-value disputes, leaving the justice consumers experience well short of the justice the statute promises. Responsibility for non-conforming goods should track who actually controls a transaction's risk, which means marketplaces cannot treat themselves as neutral intermediaries. The article concludes that stronger enforcement, cheaper dispute channels, and provisional refunds based on reasonable initial evidence would close much of that gap, provided they are balanced against legal certainty and the consumer's own duty of good faith.

Keywords: consumer protection law, online marketplace disputes, distributive justice, corrective justice, Rawlsian fairness, Aristotelian legal philosophy, Indonesia e-commerce

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INTRODUCTION

Online buying and selling has become one of the main ways Indonesians meet everyday needs, from clothing and food to household goods and electronics. The transaction itself is built around an asymmetry that offline shopping does not have: a buyer judges the product through a photo, a written description, and other people's reviews, and only finds out what the item actually is after paying for it and waiting for it to arrive. That structure works fine as long as the seller's description is accurate. It breaks down the moment the item differs from what was shown, arrives damaged, never arrives at all, or the refund that was promised does not happen the way it was supposed to.

The scale of the problem is visible in the government's own complaint data. Consumer complaints lodged with the Ministry of Trade in 2023 covered goods that did not match the agreement or arrived damaged, goods that were never received, and problems with refunds and payment. Of 7,707 consumer service cases recorded that year, 7,019 of them, roughly 91 percent, involved electronic commerce. By 2025 the picture had not improved; it had hardened. Of 7,887 consumer complaints, 7,836, close to 99 percent, concerned trade conducted through an electronic system (Kementerian Perdagangan Republik Indonesia, 2023, 2025). A comparison of these two years is presented in Diagram 1. Read together, the two sets of numbers point to the same conclusion: this is not a marginal nuisance affecting a handful of unlucky shoppers. It is close to the default experience of buying things online in Indonesia.

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When the goods that arrive do not match what was ordered, the consumer absorbs several kinds of loss at once: the money already paid, the time and energy spent filing a complaint and chasing a refund, and the simple uncertainty of not knowing whether any of it will be resolved. A marketplace transaction also involves three parties with three different legal relationships to each other, the consumer, the seller, and the platform, and that structure means a consumer frequently does not know which of the three to hold responsible. In principle a consumer can demand compensation or bring a dispute to the Consumer Dispute Settlement Agency (BPSK), but if that route is difficult to reach in practice, public trust in online transactions can erode over time. A fair settlement needs to hold the consumer's rights and the business actor's obligations in balance, rather than treating the dispute as something the consumer alone has to absorb.

The legal foundation for consumer protection in Indonesia is Law No. 8 of 1999 on Consumer Protection (UUPK), whose elucidation lists justice, balance, consumer safety and security, and legal certainty among its guiding principles. For transactions conducted electronically, the relevant instruments are Government Regulation No. 80 of 2019 on Trade through Electronic Systems and Minister of Trade Regulation No. 31 of 2023, which governs business licensing, advertising, guidance, and oversight of business actors operating online. Taken together, these instruments already describe what a fair online transaction should look like.

The puzzle this article works through is the gap between that description and what the complaint data shows. UUPK, PP 80/2019,

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and Permendag 31/2023 give consumer protection and electronic trade a normative framework, yet the volume of complaints about non-conforming goods, damaged goods, and goods never received suggests that having the rules on the books is not, by itself, enough to guarantee that consumers obtain an effective remedy. The legal issue at the center of this research is the contrast between das sollen, that consumer protection ought to rest on justice, balance, and legal certainty, and das sein, government reports that continue to record non-conforming or damaged goods, undelivered goods, and refund problems. That contrast raises a question the statute itself cannot answer: is the protection that exists on paper actually producing justice for the consumer who experiences the loss?

Most of the existing literature on this topic approaches it from doctrinal or black-letter angles, asking whether a given platform practice complies with UUPK, or whether a particular standard clause is enforceable. That literature is useful, but it tends to stop at the question of legality and rarely asks the prior, harder question of what a just allocation of responsibility between seller and platform should look like in the first place, or what it would take for a remedy to be something a consumer can actually obtain rather than merely something the statute entitles them to. This article tries to close that gap by reading the problem through legal philosophy rather than through compliance alone.

Framed this way, the research problem is why consumer losses from non-conforming goods in marketplace transactions keep occurring despite an existing consumer-protection and electronic-trade framework, and how the principle of justice in legal philosophy

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should be applied to evaluate the responsibility of sellers and marketplaces and the recovery of an injured consumer's rights. The study is deliberately bounded to marketplace transactions and to the specific case of goods that do not match their description or order, rather than the full range of e-commerce disputes, because that narrower case is where the tension between formal legality and substantive fairness shows up most clearly and most often.

The analysis draws on two threads from legal philosophy that speak directly to this problem. Aristotle's distinction, in the Nicomachean Ethics, between distributive justice (how burdens and benefits ought to be divided according to each party's position and contribution) and corrective justice (how an imbalance caused by a wrongful act ought to be restored) gives a vocabulary for asking who should bear responsibility and how a consumer's loss should be made whole (Aristotle, 2009). Rawlsian fairness, borrowed here only as an analytical lens rather than applied to the basic structure of society as Rawls intended it, supplies a second test: whether a rule that looks neutral on its face in fact leaves the weaker party carrying a burden it has no real ability to avoid (Rawls, 1971). Reading UUPK's existing provisions, the reversal of the burden of proof under Article 28 and the restriction on standard clauses under Article 18, through that lens is one of the central moves of the discussion that follows.

Indonesia is a useful setting for this question precisely because it already has a reasonably developed statutory framework for consumer protection, which means any gap that remains cannot easily be blamed on an absence of rules. If losses persist even where UUPK, PP 80/2019, and Permendag 31/2023 all apply, the explanation has to be sought somewhere other than the statute's text, in enforcement,

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in bargaining power, in how platforms allocate responsibility to themselves and to sellers, or in how accessible a remedy actually is once a consumer tries to use it.

The remainder of the article proceeds as follows. The Method section explains the normative legal approach used here and how the legal materials were gathered and analyzed. The Theoretical Framework section sets out the Aristotelian and Rawlsian concepts used to read the empirical material. The Results section works through three specific problems visible in current practice: the structural injustice embedded in the transaction itself, the gap between codified and felt justice, and the unresolved division of responsibility between sellers and marketplaces. The Discussion then brings those three problems together through the lens of distributive and corrective justice and fairness, proposes a provisional-refund mechanism as one concrete application, and weighs the resulting recommendations against legal certainty and the broader usefulness of the law. The Conclusion summarizes the argument and suggests where future research might go.

METHOD

The methodological foundation of this research begins with its philosophical orientation: this is normative legal research, meaning the object of study is law as a system of norms and doctrine rather than a social fact to be measured through surveys or interviews. That choice follows directly from the research question: the article asks whether existing rules produce a just outcome, which is a question about how

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norms, doctrine, and judicial or scholarly reasoning fit together, not a question that a quantitative sample could settle on its own.

Two approaches are combined inside that normative frame. The statute approach treats Law No. 8 of 1999 on Consumer Protection, together with its implementing regulations, as the primary object of analysis, reading the text, its elucidation, and its internal logic directly. The conceptual approach sits alongside it, drawing on scholarly and philosophical accounts of justice, consumer protection, business-actor responsibility, balance, and the recovery of consumer rights where the statute itself is silent or where its wording needs to be tested against a standard external to the text.

A qualitative orientation follows from the same logic. The aim is not to count how many provisions exist or how many complaints were filed, although the complaint data is used descriptively to establish the scale of the problem, but to interpret what those provisions and that data mean when read against a theory of justice. Where Aristotelian distributive and corrective justice, and Rawlsian fairness, are relevant only as an analytical lens, the method that fits is interpretive and argumentative rather than statistical. This orientation was chosen because the research problem is ultimately normative: it asks what the law ought to achieve for a consumer who has been wronged, and that is a question doctrinal and philosophical analysis is built to answer.

Building on that orientation, the data generation technique used here follows the same logic: because this is normative legal research, the material gathered is legal material rather than informants or a sample in the social-science sense. Two categories were collected. Primary legal materials consist of binding legal instruments: Law No. 8 of 1999 on Consumer Protection and its official elucidation,

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Government Regulation No. 80 of 2019 on Trade through Electronic Systems, Minister of Trade Regulation No. 31 of 2023, relevant provisions of the Civil Code on agreements (Articles 1320 and 1338), and Article 28(1) of the Electronic Information and Transactions Law. These were obtained from official government legal-document repositories and read in full rather than through secondary summaries.

Secondary legal materials consist of books, journal articles, and doctrinal commentary relevant to consumer protection, contract law, and the philosophy of justice, including Peter Mahmud Marzuki's Penelitian Hukum as a methodological reference, Satjipto Rahardjo's writing on law existing for people rather than people for the law, Aristotle's Nicomachean Ethics on distributive and corrective justice, and Rawls's work on justice as fairness. The selection criterion for secondary sources was direct relevance to one of three themes: the legal basis of consumer protection in Indonesia, the allocation of responsibility between sellers and online marketplaces, and the philosophical treatment of distributive justice, corrective justice, and fairness. Journal articles published within roughly the last decade were prioritized, supplemented by a smaller number of foundational theoretical texts where the argument required the original source rather than a secondary summary.

Non-legal supporting data was also drawn from the Ministry of Trade's published consumer-complaint figures for 2023 and 2025, used only to establish the empirical scale of the problem described in the Introduction and Results sections, not as the primary evidentiary basis of the argument itself. The material collection itself was not bounded by a fixed time window in the way an interview-based study would be;

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rather, each source was located, read, and retained once it satisfied the relevance criterion above, continuing until the set of materials was judged sufficient to support an answer to the research question.

Once gathered, the legal materials were analyzed in the final stage of the method: qualitatively, through legal interpretation and deductive reasoning. The analysis proceeded in three stages. First, each relevant statutory provision was read against the facts described in the complaint data and the doctrinal commentary, to establish what the law formally requires of sellers, platforms, and consumers. Second, that formal requirement was tested against the philosophical standards set out in the Theoretical Framework, asking whether a provision that is valid on its face also produces an outcome a theory of distributive justice, corrective justice, or fairness would recognize as just. Third, the conclusions reached at the level of individual provisions were drawn together into a single argument about how responsibility between sellers and marketplaces should be allocated and how an injured consumer's rights should be restored.

Rigor in this kind of research does not come from inter-rater reliability or member-checking, which presuppose data generated from human subjects. It comes instead from internal consistency and traceability: every claim about what the law requires is traced back to a specific article or regulation, and every philosophical claim is traced back to a specific primary or secondary source, so that the chain of reasoning from text to conclusion can be checked by another reader. Cross-referencing the statutory text against independent doctrinal commentary served the same triangulating function that method triangulation serves in empirical research, catching readings of a provision that the text alone would not support.

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No human subjects were involved in this study. All material used is publicly available legal text, government-published complaint statistics, and published scholarship, so no informed-consent procedure or institutional ethics clearance was required. The one ethical commitment the authors maintain is accuracy in citation: every statutory reference and every page or article number attributed to a secondary source was checked against the original text before being used in the argument.

THEORETICAL FRAMEWORK

The framework used to read the legal material in this article comes mainly from two sources: Aristotle's account of particular justice in the Nicomachean Ethics, and Rawlsian fairness, borrowed here as an analytical test rather than applied the way Rawls originally intended it. Aristotle separates justice in the broad sense, obedience to law as such, from justice in the narrow sense, which concerns how things are divided and how imbalances are corrected. That narrow sense splits again into distributive justice and corrective justice, and the two do not substitute for each other because they answer different questions. Distributive justice asks how rights and burdens ought to be divided among the parties to a relationship, in proportion to each party's position and contribution. Corrective justice asks how a disturbed balance ought to be restored once one party has suffered a loss at another's hands, measured by the imbalance itself rather than by who had more status going in (Aristotle, 2009).

Both questions arise together in an online marketplace dispute, which is why both are kept in the framework rather than choosing one. Distributive justice is the tool used in this article to ask who

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should carry responsibility between a seller and a marketplace in the first place, reasoned from which party actually controls product information, payment flow, seller onboarding, and the complaint channel. Corrective justice is the tool used to ask whether, once a consumer has paid for goods and received something different, the law actually restores that consumer to the position they were in before the loss occurred, through a refund or a replacement, rather than merely naming a responsible party on paper.

Rawlsian fairness supplies a second, independent test that does not depend on classifying the dispute as distributive or corrective. The idea borrowed here is that a rule which looks neutral when read on its own terms can still be unjust if it leaves the party with the least information, the least access to evidence, and the least bargaining power carrying the heaviest burden. Applied to UUPK, this test is used to interpret why Article 28's reversal of the burden of proof and Article 18's restriction on standard clauses exist: not as exceptions to ordinary contract principles but as corrections to a transaction where the weaker party cannot realistically be expected to prove what the stronger party already controls (Rawls, 1971).

The conceptual model that follows from combining these three ideas treats a marketplace dispute as needing to pass three tests at once. Has responsibility for the transaction been divided in proportion to who actually controls its risk (distributive justice)? Does the consumer who suffered a loss actually get restored to where they were before (corrective justice)? And does the rule or platform practice in question leave the weaker party to absorb a burden it has no realistic way to avoid (fairness)? Legal certainty and the broader usefulness of the law, discussed later in the Discussion section, act as

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the outer boundary within which all three tests have to operate, so that correcting one imbalance does not create a different one.

RESULTS

Three problems stand out once the legal materials are read together. Online transactions are structured around an information asymmetry that makes a formally equal contract substantively unequal; the rights UUPK writes on paper do not reliably translate into a remedy a consumer can actually use; and responsibility for a non-conforming shipment is split so loosely between seller and marketplace that neither party is forced to answer for it. Each is examined in turn below, with the division of responsibility between seller and marketplace carrying the most weight in the argument that follows, since it is the problem the existing compliance-focused literature has left largely unexamined.

These findings sit alongside, rather than simply repeat, that literature. Prior doctrinal studies of UUPK compliance (e.g., Putra & Mulyana, 2025; Minta et al., 2024) confirm that the statutory text already protects consumers reasonably well on its face, a conclusion this analysis does not dispute. Where this study departs from that literature is in showing that compliance with the text and justice as consumers experience it are not the same question, and in tracing the mechanism, an unresolved division of responsibility between sellers and marketplaces, that the compliance-focused literature has largely left unexamined.

The first and most basic problem is the structural injustice built into the transaction itself. Online buying and selling has changed the mechanics of a transaction, but it has not changed the older question

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of whether the parties entering that transaction are actually equal. Civil law builds the sale agreement on the assumption that the parties stand on equal footing and are free to express their own will (Civil Code Articles 1320 and 1338). That assumption is hard to sustain online. A consumer cannot inspect the goods before the agreement is formed, so the decision to buy rests entirely on a photo, a description, and reviews, all of which the seller controls. Akerlof's classic account of information asymmetry describes exactly this situation: when one party knows more about the quality of a good than the other, the market becomes vulnerable to practices that disadvantage the less-informed side (Downing, 2024). Read through legal philosophy, this shows that formal equality does not automatically produce substantive justice. Two parties equally entitled to form a contract are not necessarily standing on equally just ground.

That assumption of equality rests on freedom of contract, one of the pillars of contract law, which holds that an agreement is the product of a free and informed will, so the law's job is simply to see that the bargain is kept (Civil Code Article 1338(1)) and performed in good faith (Article 1338(3)). But freedom of contract only produces a fair agreement when the parties are in a reasonably proportional position to begin with. In an online transaction, a consumer's consent is better understood as agreement to information the seller alone chose to disclose, not the outcome of a genuine back-and-forth. The seller decides what is shown and what is not; the consumer can only accept or decline. An agreement that looks formally valid can still carry an imbalance inside it.

A consumer in an online transaction is weak in three respects at once: information, access to evidence, and bargaining power. The

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resulting loss from non-conforming goods cannot be treated as an ordinary business risk or a careless buyer's own fault; it is a symptom of a transaction structure that has not accounted for the weaker party. This is the same recognition that underlies UUPK itself, which was written to raise consumer dignity and to cultivate honesty and accountability among business actors. UUPK's own provisions acknowledge the imbalance: it guarantees the consumer's right to accurate, clear, and honest information (Article 4(c)), requires business actors to provide that information (Article 7(b)), and bans offering goods that do not match the promises made in labels, descriptions, advertising, or sales promotions (Article 8(1)(f)). For electronic trade, PP 80/2019 requires business actors to provide complete and accurate information, and Article 28(1) of the Electronic Information and Transactions Law bans spreading false and misleading information that harms consumers. Taken together, these provisions start from the premise that a consumer's position is not equal to a business actor's, which means protection does not contradict justice; it restores a balance that was never there to begin with.

Injustice in online buying and selling, then, does not always start with someone breaking the law. It often starts with how the transaction is structured in the first place. Formal justice, an agreement that is valid because the parties agreed to it, can be fully satisfied at the same time as substantive injustice, a consumer bearing a loss they had no realistic way to prevent. Rahardjo (2014) argues that law exists for people, which means judging the law cannot stop

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at whether a rule's text was followed; it has to go further and ask whether that rule actually produces justice for the people it governs.

A second, related problem is the gap between the rights codified in law and the justice consumers actually feel. Looked at purely as regulation, consumer rights are already written out in reasonable detail. UUPK guarantees the right to accurate, clear, and honest information (Article 4(c)) and the right to compensation or replacement if the goods received do not match the agreement (Article 4(h)). On the other side, business actors are barred from offering goods that do not match label, description, advertising, or promotional promises (Article 8(1)(f)) and are obliged to compensate consumers who suffer a loss (Article 19). For internet-based trade, PP 80/2019 requires business actors to provide complete and accurate information, and Permendag 31/2023 adds rules on licensing, advertising, guidance, and oversight in the same area. Article 28(1) of the Electronic Information and Transactions Law adds a further prohibition on spreading false and misleading information that harms consumers.

A complete set of rules does not, however, guarantee that the person subject to them feels fairly treated. Take a buyer who orders an item with a specific specification and receives something else. Legally, that buyer clearly has a right to claim compensation. In practice, they run into a seller who will not answer messages, a return policy with layers of conditions, or an evidentiary process that takes far longer than the value of the item justifies. A good number of people, faced with that, simply write off the loss. At that point, a right

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written into a statute stops being something one can actually use and becomes a promise on paper.

Legal certainty matters, people need to know which rules apply, but certainty that stops at the text has not finished the law's job. A tidy and clearly worded provision that gives no real protection to the party who was harmed satisfies only one of the three values law is supposed to serve. In the context of online buying and selling, having a compensation clause on the books does not by itself mean justice has been achieved; justice is only felt once the consumer actually obtains the remedy that clause promises.

A compatible way of putting this, even though it starts from a different direction, is that justice is best measured by what actually happens in people's lives, not by how carefully an institution or a rule was designed. On that view, the relevant question is not only whether a consumer has a right to compensation, but whether a consumer who received non-conforming goods can actually obtain that compensation fairly, quickly, and at a cost they can afford. If not, justice has not been realized in fact, no matter how complete the statute looks on paper.

A third problem, and the one that carries the most weight in the discussion that follows, is how diffusely responsibility is divided between a seller and the marketplace that hosts them: it is still unclear who answers for what between the two parties. UUPK was written well before online trading platforms existed, so its definition of a business actor does not account for a platform's role. PP 80/2019 does recognize operators of electronic trading facilities, but in practice platforms tend to describe themselves as intermediaries that

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merely provide a place to sell. Whether the goods shipped match what was promised is treated as the seller's problem alone, even though a seller is not always easy to trace or willing to respond to a complaint. In that situation, a consumer is left with almost no party they can hold accountable in any way that produces a real result.

Aristotle's account of distributive justice offers a way to judge this arrangement: burdens and responsibilities ought to be divided in proportion to each party's position and capacity (Aristotle, 2009). Applied here, the result looks strange. The platform controls the payment system, decides who is allowed to sell, controls how products are displayed, and runs the complaint channel. The consumer controls none of that beyond the decision to buy. Yet when something goes wrong, the party with the most control over the risk is the one that escapes responsibility, while the party with the least control is the one left carrying the loss. An arrangement like that is difficult to justify philosophically.

The problem gets more tangled because platforms also set their own rules unilaterally, for instance treating an order as automatically received after a set period, or requiring specific evidence before a return request is processed. Rules like that can qualify as standard clauses restricting consumer rights under UUPK Article 18. This is where contract law's commitment to freedom of contract collides directly with the demands of substantive justice. Rahardjo's 2014 argument that law exists for people, not people for the law, is a reminder that even a formally valid provision still has to be questioned if its outcome forces the weaker party to carry an unfair burden.

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Discussion

The three problems traced in the Results section, information asymmetry at the point of sale, the gap between codified and felt justice, and unclear responsibility between sellers and platforms, are easier to see clearly once they are read together through Aristotle's distributive and corrective justice and through Rawlsian fairness, rather than treated as three separate complaints.

Distributive justice asks who should carry responsibility in the first place, in proportion to each party's position and control. Applied to a marketplace transaction, the seller controls the quality of the goods and the information shown about them. The marketplace controls the system the transaction runs on: seller selection, payment flow, product display, and the complaint mechanism. The consumer controls almost nothing beyond the decision to buy. That gap in control mirrors the information-asymmetry problem in economics, because whoever holds the information also holds both the risk and the opportunity to misuse it. Under a proportionality standard, a fair allocation of responsibility should track the size of that control, which means a consumer should not be left bearing a loss they had no way to prevent. In practice the division runs the other way. When goods do not match what was ordered, a consumer is often handed off to a seller who is hard to reach, while the platform positions itself as a mere facilitator, even though UUPK already requires business actors to provide accurate, clear, and honest information (Article 7(b)) and bars offering goods that do not match advertised promises (Article 8(1)(f)). PP 80/2019 and Permendag 31/2023 impose further

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obligations on business actors and on operators of electronic trading systems. The obligation exists; it has simply not consistently converted into real accountability for the party that controls the system.

Once a loss has occurred, corrective justice takes over. Its job is to restore the balance between gain and loss, judged by the imbalance itself rather than by either party's standing. A seller who received payment without delivering what was promised, and a consumer who lost money without receiving the goods paid for, is exactly the imbalance corrective justice is meant to fix. UUPK Article 19 already supplies the mechanism: a refund or a replacement of equivalent value, in principle delivered within seven days of the transaction date. Indonesian positive law, in other words, already recognizes the logic of corrective justice, restoring the consumer to the position they occupied before the loss. The two forms of justice work best understood as one sequence rather than two alternatives. Distributive justice decides who should carry responsibility from the start; corrective justice makes sure that responsibility actually ends in restitution. A rule that names a responsible party but provides no affordable remedy stays a provision on paper, while a remedy offered without first sorting out who bears the risk simply lets the same loss repeat.

Fairness, read as an analytical test rather than a full theory applied here, supplies a further check on whether this allocation leaves the weaker party exposed. The reversal of the burden of proof in UUPK Article 28, which places the burden of proving fault or its absence on the business actor, is one of the clearest expressions of that logic. The reasoning holds up once one asks who actually

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controls the evidence: order records, payment data, product descriptions, and communication history mostly sit with the seller and the platform, while a consumer usually has only whatever they managed to keep, a photo of what arrived, at best. If a consumer had to prove everything alone, a right guaranteed by statute would become nearly impossible to exercise, even though the burden is, practically speaking, far easier for the party holding the data to carry. The restriction on standard clauses under Article 18 does similar work: a marketplace's terms and conditions are drafted unilaterally and must be accepted wholesale, leaving a consumer no room to negotiate, so UUPK voids clauses that shift a business actor's responsibility onto the consumer or deny the return of goods or money already paid. A rule chosen without knowing in advance whether one will end up as the seller or the buyer would not reasonably accept terms that let the stronger side off the hook, which is the same intuition behind Rawls's fairness test. Measured against that test, platform practices such as automatic order confirmation after a fixed period, or evidentiary requirements for a return, need to be asked whether they merely keep a transaction orderly or whether they have quietly closed off a consumer's path to their own rights.

One practical implication follows directly: both instruments, the reversed burden of proof and the ban on unfair standard clauses, only do their work fully if they are felt where consumer disputes most often happen, the platform's own complaint channel, rather than only in a courtroom few consumers ever reach. A concrete proposal worth weighing is a provisional refund issued once a consumer presents reasonable initial evidence, a photo of the item received, a screenshot

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of the product description, or a message history, after which the burden to contest and reclaim the funds shifts to the seller, who is both better positioned to carry it and better placed to know the actual facts. This is a normative proposal, and it has to be paired with safeguards against abuse by dishonest consumers, since consumers themselves owe a duty of good faith under UUPK Article 5. Its basic direction, however, follows the same fairness logic: a fair transaction structure is one that does not force the weaker party to fight alone for something that is already theirs by right.

None of this should be read as license to ignore legal certainty, which is itself one of the three values, alongside justice and utility, that the law has to serve at once, and the three do not always point the same way. Business actors need clear rules to know the limits of their obligations; a responsibility imposed with no defined boundary, for instance requiring a platform to absorb every loss regardless of its actual role, would be unworkable and would erode trust among legitimate sellers. Certainty should only give way to justice once an injustice reaches a genuinely intolerable level, and the losses described here, serious as they are for the individual consumer, do not obviously cross that threshold; the better route is clearer, more proportionate rules rather than setting the existing rules aside. Balance also runs the other way. UUPK already requires consumers to act in good faith and pursue dispute resolution properly (Article 5(b) and (d)), because a fast remedy mechanism such as a provisional refund can be exploited by a dishonest buyer claiming non-conforming goods that were in fact received intact; left unchecked, that abuse would punish honest sellers and drain the protection mechanism of its credibility. A third value, utility, reminds us that law is also judged by its effect on the

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wider public: online commerce can only keep growing where buyers trust their money is safe and their rights respected, and sellers trust the rules apply to them fairly too, which means effective consumer protection is not opposed to the growth of the digital economy but one of its preconditions.

The main limitation of this study is methodological. Because it is normative legal research built on statutes, regulations, and doctrinal and philosophical literature, it does not include interviews with consumers, sellers, or platform operators, so the claims made here about lived experience, waiting weeks for a refund, giving up on a small-value claim, rest on the complaint statistics and the existing literature rather than on original empirical testimony. A natural next step for future research would be an empirical study that interviews consumers who have actually gone through a non-conforming-goods dispute, to test whether the gap between codified and felt justice described here holds up against direct accounts of what the process actually feels like from the inside.

CONCLUSION

Consumer losses from non-conforming goods in marketplace transactions keep occurring, this study concludes, because of information asymmetry, weak consumer bargaining power, difficulty obtaining evidence, and enforcement and dispute resolution that have not yet reached their full potential. Consumer-protection rules exist, but their implementation has not fully guaranteed that consumers obtain their rights in practice. That gap, between protection as it is written into law and justice as consumers actually experience it, is the central finding this article has tried to document and explain.

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One finding is less expected than the rest: the statutory gap that matters most here is not a failure of drafting but a failure of scope. UUPK is not silent on consumer rights; it is silent on marketplaces, because the law predates the platforms it now has to govern. That is a different diagnosis from most of the literature reviewed for this article, which tends to treat non-conforming-goods disputes as a compliance problem, asking whether a seller followed Article 8 rather than asking whether the law assigns responsibility to the right party in the first place. Reading the dispute through Aristotelian distributive and corrective justice, rather than through compliance alone, is what surfaces that distinction, and it marks the main point of departure between this article and prior doctrinal treatments of the same statute.

The principle of justice in legal philosophy can be applied to realize consumer protection through three connected ideas: distributive justice, corrective justice, and fairness. Distributive justice calls for dividing responsibility proportionally between a seller and a marketplace according to each party's role and its actual control over transactional risk. Corrective justice calls for restoring a consumer's loss through a refund or a replacement once that loss has occurred. Fairness calls for protecting the consumer as the structurally weaker party, for instance through a reversed burden of proof and a restriction on one-sided standard clauses. Applying these three principles has to go hand in hand with legal certainty and utility, so that a consumer's rights are protected without disregarding the seller's good faith or the marketplace's legitimate interests.

The contribution of this article is a framework for evaluating consumer protection that looks past the statute's completeness and asks instead whether the person who was wronged actually ends up

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helped. That reframing matters because it gives scholars and policymakers a concrete standard, speed of remedy, ease of proof, and proportion of burden to loss, rather than treating the presence of a protective clause as sufficient evidence that justice has been served.

On the basis of this analysis, the government needs to strengthen oversight and enforcement against business actors who fail to meet their obligations in online transactions, and complaint and dispute-resolution mechanisms need to be made simpler, faster, and more affordable, so that consumers can obtain their rights without spending money and time out of proportion to the loss they suffered. Sellers and marketplaces need to carry out their responsibilities proportionally, provide accurate and clear product information, and offer refund or replacement mechanisms that are fair and transparent. Consumers, for their part, need to be more careful before transacting, keep proof of purchase, and understand both their rights and their obligations. Through a more balanced division of responsibility and a dispute-resolution process that is genuinely accessible, the principle of justice in legal philosophy can move from a standard used to evaluate the law to something consumers can feel in an actual transaction.

This also carries implications beyond this article's immediate argument. For policymakers, the implication is that UUPK's definition of a business actor should be revisited to explicitly capture a marketplace's role, rather than leaving that question to sectoral regulations like PP 80/2019 to fill in by implication. For legal scholars, the implication is methodological: evaluating consumer protection by statutory completeness alone will keep missing gaps of

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this kind, and the distributive, corrective, and fairness framework used here offers one way to ask a sharper question. Future research could test this framework empirically, through interviews with consumers who have been through a non-conforming-goods dispute, a comparative study of how platforms in other Southeast Asian jurisdictions structure refund and liability rules, and an assessment of whether Indonesia's Consumer Dispute Settlement Agency delivers outcomes within the speed and cost thresholds that corrective justice, as argued here, actually requires.

REFERENCES

Akerlof, G. A. (1970). The market for "lemons": Quality uncertainty and the market mechanism. Quarterly Journal of Economics, 84(3), 488–500. https://doi.org/10.2307/1879431

Anwar, A. R., & Samsul, I. (2023). Implementation of consumer rights, obligations, and business actors' responsibilities in case of non-conforming goods. Legal Brief, 11(6), 3493–3504. https://doi.org/10.35335/legal.v11i6.725

Aristotle. (2009). The Nicomachean ethics (D. Ross, Trans.; L. Brown, Rev. ed.). Oxford University Press.

Athallah H. S., R. M., & Gunadi, A. (2025). Tanggung jawab marketplace atas kerugian konsumen dalam transaksi e-commerce. Kertha Semaya: Journal Ilmu Hukum, 13(9), 2120–2133. https://doi.org/10.24843/KS.2025.v13.i09.p17

Desiani, A., Amirulloh, M., & Suwandono, A. (2019). Implementasi asas itikad baik dalam perlindungan konsumen atas pembatalan transaksi yang dilakukan oleh situs belanja elektronik. Acta Diurnal: Jurnal Ilmu Hukum Kenotariatan dan Ke-PPAT-an, 2(1), 56. https://doi.org/10.24198/acta.v2i1.157

Downing, G. (2024). The origin of asymmetric information: Revisiting the rationale for regulation. Oxford Journal of Legal Studies, 44(1), 28–53. https://doi.org/10.1093/ojls/gqad023

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Hidayati, M. N., & Suartini, S. (2024). Implementation of online dispute resolution and marketplace liability based on the principle of intermediary liability. International Journal Multidisciplinary Science, 3(3), 1–13. https://doi.org/10.56127/ijml.v3i3.1618

Jumiran, J., Bonggoibo, A., & Kariadi, J. (2025). A critical review of Shopee's consumer compensation policies. JIHK, 7(1), 555–569. https://doi.org/10.46924/jihk.v7i1.321

Jusar, R., Taher, P., & Dwivismiar, I. (2023). Tanggungjawab pelaku usaha dan marketplace terhadap pelanggaran asas itikad baik dalam transaksi e-commerce. Sultan Jurisprudence: Jurnal Riset Ilmu Hukum, 3(1), 62. https://doi.org/10.51825/sjp.v3i1.19234

Kementerian Perdagangan Republik Indonesia. (2023). Kemendag terima 7.707 laporan pengaduan dari konsumen sepanjang 2023, ini rinciannya. https://www.kemendag.go.id/berita/pojok-media/kemendag-terima-7707-laporan-pengaduan-dari-konsumen-sepanjang-2023-ini-rinciannya

Kementerian Perdagangan Republik Indonesia. (2025). Laporan layanan Direktorat Jenderal Perlindungan Konsumen dan Tertib Niaga tahun 2025.

Kim, J.-G. (2025). A study on the contractual fairness and protection of standard terms in online platform transactions. Journal of Theory and Practice of Private Law, 28(3), 79–124. https://doi.org/10.21132/minsa.2025.28.3.03

Larasati, A. (2024). Perlindungan hukum terhadap konsumen terkait iklan yang menyesatkan dan mengelabui. Justitia: Jurnal Ilmu Hukum dan Humaniora, 7(1), 25. https://doi.org/10.31604/justitia.v7i1.25-34

Lengkong, M., Dewi, E. S., & Watupongoh, G. (2025). Perlindungan hukum bagi pelaku usaha dan konsumen serta tanggung jawab pelaku usaha untuk mempermudah transaksi jual beli dalam sistem perdagangan online. Khatulistiwa: Jurnal Pendidikan dan Sosial Humaniora, 5(2), 74–88. https://doi.org/10.55606/khatulistiwa.v5i2.5783

Minta, D. A., Hedewata, A., & Aloysius, S. (2024). Perlindungan hukum konsumen dari praktik iklan yang menyesatkan oleh pelaku usaha

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di Kota Kupang berdasarkan Undang-Undang Nomor 8 Tahun 1999 tentang Perlindungan Konsumen. Referendum: Jurnal Hukum Perdata dan Pidana, 1(3), 11–20. https://doi.org/10.62383/referendum.v1i3.60

Parisi, F., & Bix, B. H. (2026). Fairness in contract law: An impossibility theorem? European Journal of Law and Economics, 61(1–2), 77–94. https://doi.org/10.1007/s10657-025-09858-8

Patria, D. K. K., & Rokhim, A. (2025). Klausula eksonerasi dalam e-commerce: Antara kebebasan berkontrak dan penyalahgunaan keadaan. Jurnal USM Law Review, 8(3), 1743–1757. https://doi.org/10.26623/julr.v8i3.12776

Peraturan Menteri Perdagangan Nomor 31 Tahun 2023 tentang Perizinan Berusaha, Periklanan, Pembinaan, dan Pengawasan Pelaku Usaha dalam Perdagangan Melalui Sistem Elektronik. (2023).

Peraturan Pemerintah Nomor 80 Tahun 2019 tentang Perdagangan Melalui Sistem Elektronik. (2019).

Putra, M. S. D., & Mulyana, S. P. (2025). Perlindungan hukum terhadap konsumen atas barang tidak sesuai pesanan melalui marketplace. Jurnal Commerce Law, 5(1), 234–241. https://doi.org/10.29303/commercelaw.v5i1.3741

Rahardjo, S. (2014). Ilmu hukum. Citra Aditya Bakti.

Rahman, M. S. (2024). A comparative study of fair online buying and selling regulations: A legal comparison between Indonesia, Malaysia, and Singapore. SASI, 30(2), 157–168. https://doi.org/10.47268/sasi.v30i2.2021

Rawls, J. (1971). A theory of justice. Harvard University Press.

Ridani, M. N., Hidayatullah, M. S., & Luthfi, F. (2024). The relationship between business actors and consumers according to the review of electronic transaction law. Justices: Journal of Law, 3(2), 111–120. https://doi.org/10.58355/justices.v3i2.107

Rizqi, A. M., & Ramli, M. (2024). E-commerce liability to consumers for the sale of black market products. Al-Mikraj: Jurnal Studi

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Islam dan Humaniora, 5(1), 482–494. https://doi.org/10.37680/almikraj.v5i01.5867

Saputra, H. A. (2023). Peran marketplace dalam memberikan perlindungan terhadap konsumen menurut undang-undang perlindungan konsumen. Ganec Swara, 17(4), 2200. https://doi.org/10.35327/gara.v17i4.688

Sinuhaji, Y. L., Anggusti, M., & Gultom, M. H. (2025). Legal responsibility of buyers to sellers who suffer losses due to default in online sales and purchase agreements based on Law No. 8 of 1999 concerning Consumer Protection. Journal of Legal and Cultural Analytics, 4(3), 1069–1082. https://doi.org/10.55927/jlca.v4i3.15093

Tasya, R. R. F., Nurlaily, F., & Hidayat, K. (2024). Penyelesaian sengketa konsumen dalam transaksi jual beli online melalui badan penyelesaian sengketa. Journal of Indonesian Comparative of Syari'ah Law, 7(2), 189–202. https://doi.org/10.21111/jicl.v7i2.12480

Triasih, D., Heryanti, B. R., & Pujiastuti, E. (2020). Legal protection for consumers in online transactions. In Emerging trends in psychology, law, communication studies, culture, religion, and literature in the global digital revolution (pp. 18–21). Routledge. https://doi.org/10.1201/9780429322259-05

Undang-Undang Nomor 8 Tahun 1999 tentang Perlindungan Konsumen. (1999).

Woods, D. (2026). Beyond the veil: Why Rawlsian fairness is too blind. Fudan Journal of the Humanities and Social Sciences, 19(3), 385–422. https://doi.org/10.1007/s40647-025-00457-0

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