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Legal Dispute Resolution for Motorcycle Courier Drivers Facing Canceled Cash on Delivery Orders

Penyelesaian Permasalahan Terhadap Jasa Driver Ojek *Cash on Delivery* yang Mendapat Pembatalan Pesanan

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Abstract

The rise of Indonesia's digital economy maintains high reliance on Cash on Delivery transactions. However, unilateral cancellations by consumers create a legal vacuum, transferring financial burdens to couriers. This doctrinal research utilizes statute, conceptual, and comparative approaches to analyze the multilateral legal relationship between platforms, merchants, drivers, and consumers. Findings demonstrate that drivers act strictly as mandate receivers, not sellers. Consequently, unilateral cancellations constitute an absolute breach of contract and a severe violation of good faith. Platform automated reimbursement schemes shift the actual financial loss from drivers to platforms, necessitating an immediate extrajudicial right of recourse against defaulting buyers. Drawing from the European Union Platform Work Directive, this study concludes that platforms possess a legitimate basis to execute extrajudicial sanctions. These measures include implementing permanent blacklisting integrated with advanced Know Your Customer identity systems and broader social credit scores. This mechanism proportionally deters consumer bad faith and restores legal equilibrium.

Abstrak

Pertumbuhan ekonomi digital di Indonesia mempertahankan ketergantungan yang sangat tinggi pada transaksi bayar di tempat. Namun, pembatalan sepihak oleh konsumen menciptakan celah hukum yang menggeser beban finansial kepada para kurir. Penelitian hukum doktrinal ini menggunakan pendekatan perundang-undangan, konseptual, dan komparatif untuk menganalisis hubungan hukum multilateral antara penyedia platform, pedagang, pengemudi, dan konsumen. Temuan riset membuktikan bahwa pengemudi bertindak murni sebagai penerima kuasa, bukan penjual. Akibatnya, pembatalan sepihak merupakan bentuk wanprestasi absolut serta pelanggaran serius terhadap asas iktikad baik. Skema kompensasi otomatis platform mengalihkan kerugian finansial nyata dari pengemudi kepada korporasi, sehingga mendesak lahirnya hak regres ekstra-yudisial terhadap pembeli yang ingkar. Merujuk pada Arahan Kerja Platform Uni Eropa, studi ini menyimpulkan bahwa platform mempunyai landasan sah mengeksekusi sanksi ekstra-yudisial. Sanksi tersebut mencakup penerapan daftar hitam permanen yang terintegrasi dengan sistem identitas kenali pelanggan dan pemeringkatan kredit sosial lintas aplikasi. Mekanisme ini secara proporsional menangkal iktikad buruk konsumen dan memulihkan keadilan hukum.

A. INTRODUCTION

1. Background

The digital economy landscape in Indonesia has reached a notably mature stage of structural transformation by 2025. This progression is catalyzed by a surge in national internet penetration to 80.66%, encompassing 229.4 million connected individuals. According to macroeconomic data from the Ministry of Trade and Statistics Indonesia (BPS), the volume of online commerce continues to consolidate alongside a widespread expansion of e-commerce business units, with 42% of national enterprises now adopting digital sales channels. The total annual e-commerce transaction value in the domestic market similarly exhibits a robust trend, stabilizing between IDR 471 trillion and IDR 512 trillion, as adjusted by the economic efficiencies of double-date sales events.[1]

Nevertheless, this massive leap in digital infrastructure has generated a unique anomaly in the sociology of local consumer behavior. Despite the rapid proliferation of cashless ecosystems in urban jurisdictions, the aggregate domestic transactional culture remains largely unrevolutionized. Official data from sectoral reports confirm that the Cash on Delivery (COD) payment method retains an absolute dominance at 74.79%. This figure evidences a profound preference gap between the available digital payment infrastructure and the actual psychological trust levels exhibited by consumers in practice.[2]

The substantial reliance on the COD method, as demonstrated above, is empirically rooted in a large unbanked population and heightened consumer anxiety regarding fraud risks (e.g., defective goods, material misrepresentations in product descriptions, or fictitious orders). The psychological imperative to verify the physical existence and conformity of goods prior to the release of funds has entrenched the dependence of Indonesia's e-commerce architecture on this payment modality. Although COD was conceptually designed as a pragmatic consumer protection instrument, its implementation within application-based on-demand delivery models (such as GoFood,

[1] Kementerian Perdagangan RI, "Kinerja Perdagangan Melalui Sistem Elektronik (PMSE) Indonesia Tahun 2025" (Jakarta, 2025), https://bkperdag.kemendag.go.id/unduhan-file/a11ba920-123c-4a4f-856b-cdbb1f0f64c4.
[2] Kementerian Perdagangan RI.

GrabFood, or ShopeeFood) engenders significant legal complexities when confronted with consumers' low legal literacy and bad faith.[3]

A specific legal phenomenon that urgently demands critical scrutiny is the destructive consumer practice of unilateral contract cancellation (unilateral rescission) immediately before or after the delivery partner executes the transactional settlement (digital or cash settlement) with the merchant. In various instances, consumers acting in bad faith intentionally sever communication lines, deactivate their devices, or employ manipulated identities and fictitious addresses.

Such unilateral refusals in COD transactions precipitate a profound clash of norms. On one hand, the principles of legal certainty, good faith, and the binding nature of electronic contracts (*pacta sunt servanda*) are statutorily guaranteed by Article 5 read in conjunction with Article 17 of Law Number 1 of 2024 concerning the Second Amendment to Law Number 11 of 2008 concerning Electronic Information and Transactions (EIT Law). On the other hand, there exists a *de facto* impunity enjoyed by consumers (consumer privilege abuse), enabled by their shielded position behind information asymmetry, systemic anonymity, and a fundamental misinterpretation of the rights afforded by the Consumer Protection Law.[4]

In operational reality, digital platform providers attempt to mitigate these vulnerabilities through internal policy instruments (private digital regulation), specifically via automated reimbursement schemes for delivery partners. However, this corporate mitigation strategy inadvertently creates an essential legal vacuum: the ambiguity surrounding the doctrinal construction of subsequent legal protections and the absence of an established right of recourse for platforms to seek damages directly from consumers. The existing conventional civil procedure law regime and small claims court mechanisms are structurally inadequate to efficiently adjudicate micro-disputes, primarily due to the prohibitive transaction costs of enforcement.

To fortify the dogmatic depth of this manuscript, a mapping of prior literature (state of the art) is imperative to situate this discourse within ongoing academic debates. An

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[3] Fitriani Rahmadia, Maria Dyah Wulandari, and Suparnyo, "The Principle of Good Faith in the Cash on Delivery Payment Method as a Basic of Consumer Liability," *ICCCM Journal of Social Sciences and Humanities* 3, no. 3 (March 14, 2024): 1–6, https://doi.org/10.53797/icccmjssh.v3i3.1.2024.

[4] "Undang-Undang Nomor 1 Tahun 2024 Tentang Perubahan Kedua Atas Undang-Undang Nomor 11 Tahun 2008 Tentang Informasi Dan Transaksi Elektronik, LNRI Tahun 2024 Nomor 3, TLN Nomor 6922" (2024). Article 5 Paragraph (1) stipulates that electronic information, documents, and contracts constitute valid legal evidence and provide binding legal certainty for the parties.

exploration of the literature over the past five years reveals a polarization of perspectives that can be classified into three theoretical clusters. The first cluster represents the generic discourse on consumer protection and the validity of electronic contracts. Legal scholars such as Zainuddin and Risma, as well as Dirkareshza et al., focus on the urgency of materializing the principle of good faith in COD transactions, emphasizing the dimension of merchant liability toward consumers.[5,6] They doctrinally construe e-commerce transactions as bilateral obligations wherein the COD clause functions as an instrument to safeguard buyers' rights. Nevertheless, studies within this cluster neglect the vulnerable position of the third party—namely, the logistics partner or delivery courier—who bears the actual, direct risk of the contract's execution failure.

The second cluster revolves around the discourse of empirical victimology and specific legal protections for couriers. Studies by Kurniawan et al., as well as Alfarizi and Sari, successfully highlight the material losses and physical safety threats experienced by ride-hailing drivers within the COD transaction ecosystem.[7,8] Although successful in capturing an alarming social phenomenon, research in this cluster tends to succumb to legal reductionism. These scholars frequently misconstrue the legal standing of the courier as a pure "seller" or "depositary," and propose resolutions through criminal law instruments, such as the offense of fraud or offensive conduct. Formulating such solutions ignores the character of criminal law as an *ultimum remedium* (last resort) and, in practice, is highly inadequate for addressing pure breach of contract disputes occurring within cyberspace.

The third cluster advances the perspective of the global gig economy and algorithmic management. International scholars, including Fredman et al., Joppe, and Countouris and De Stefano, critically dissect the structural vulnerabilities of platform workers (couriers) under the grip of algorithmic control orchestrated by technology corporations. Through a comparative analysis of Directive (EU) 2024/2831 (Platform

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[5] Zainuddin Zainuddin and Andi Risma, "The Good Faith of the Parties in Buying and Selling Goods Online with Cash on Delivery (COD) Payment: A Critical Analysis," *European Journal of Law and Political Science* 2, no. 1 (January 25, 2023): 6–12, https://doi.org/10.24018/ejpolitics.2023.2.1.59.
[6] Rianda Dirkareshza et al., "Cash on Delivery in E-Commerce Indonesia: A Solution or a Problem?," *Widya Yuridika* 8, no. 1 (March 29, 2025): 43–58, https://doi.org/10.31328/wy.v8i1.5728.
[7] Dony Adhitama Kurniawan et al., "Perlindungan Hukum Bagi Kurir Dengan Sistem Pembayaran Cash on Delivery (COD) Atas Tindakan Pidana Ancaman Dari Komsumen," *Journal of Innovation Research and Knowledge* 5, no. 2 (July 1, 2025): 1191–1202, https://doi.org/10.53625/jirk.v5i2.10594.
[8] Muhammad Alfarizi and Rini Kurnia Sari, "Adoption Of Cash on Delivery (COD) Payment System in Shopee Marketplace Transaction," *Procedia Computer Science* 227 (2023): 110–18, https://doi.org/10.1016/j.procs.2023.10.508.

Work Directive), they argue that platforms must bear strict liability for the risks of loss arising from last-mile delivery activities, thereby relieving gig workers from sectoral financial burdens.[9,10,11]

Through a thematic synthesis of these three clusters, a fundamental blind spot within Indonesian legal discourse becomes evident. Prior domestic studies (clusters one and two) remain ensnared in an obsolete binary legal relationship paradigm. They fail to dogmatically dissect the characteristics of the multilateral legal relationship following the implementation of automated reimbursement systems by platforms. This theoretical gap has led to a failure in formulating a precise reconstruction of civil liability once the actual financial loss has shifted from the courier's shoulders to the balance sheet of the platform provider.

Based on the aforementioned gap analysis, this manuscript firmly asserts its novelty and value-add across two fundamental dimensions. Dogmatic Reconstruction: In contrast to preceding studies—which predominantly focused on the material and sociological losses of couriers using a narrow bilateral analytical lens—this research offers a novel civil law dogmatic approach. It precisely reconstructs the multilateral legal relationship involving the platform, merchant, courier, and consumer, doctrinally situating the courier as the mandate agreement holder (*lastgeving*) rather than the seller. Comparative Regulatory Analysis: Furthermore, this study introduces comparative novelty by juxtaposing domestic platform risk mitigation architecture (bailout funds) with the latest global regulatory instruments, namely the Platform Work Directive (EU 2024/2831), to formulate a progressive extrajudicial right of recourse mechanism that remains firmly rooted in Indonesian contract law.

As a concluding pillar, this article posits the primary argument (thesis statement) that unilateral order cancellations by consumers in COD-based on-demand delivery features constitute an absolute breach of contract (*default*) under a legally binding multilateral electronic contract, pursuant to Law Number 1 of 2024 on the EIT Law read in conjunction with the Indonesian Civil Code (KUHPerdata). The transfer of risk from the

[9] Nicola Countouris and Valerio De Stefano, "'Not the Usual Gig': The Personal Scope(s) of Application of Directive 2024/2831 on Improving Working Conditions in Platform Work," *European Labour Law Journal* 16, no. 4 (December 8, 2025): 432–51, https://doi.org/10.1177/20319525251375028.
[10] Sandra Fredman et al., "Fair Work for Platform Workers: Lessons from the EU Directive and Beyond," *Industrial Law Journal*, June 27, 2025, https://doi.org/10.1093/indlaw/dwaf018.
[11] Anne Joppe, "Algorithmic Management in the Platform Work Directive: Fixing the GDPR?," *International Journal of Comparative Labour Law and Industrial Relations* 41, no. Issue 3/4 (December 1, 2025): 203–22, https://doi.org/10.54648/IJCL2026002.

delivery partner to the platform provider via the automated reimbursement scheme has triggered a shift in the aggrieved legal subject, necessitating statutory recognition of the platform's right of recourse. To overcome the executorial vacuum caused by micro-dispute values impeded by the *de minimis non curat lex* principle in civil courts, this article proposes a resolution via the restructuring of standardized adhesion contracts. This restructuring provides an absolute foundation for platform providers to execute extrajudicial sanctions. Such execution is materialized through an integrated, Know Your Customer (KYC)-based digital identity blocking system and a cross-platform service exclusion (blacklisting) mechanism to administer a proportionate and effective civil deterrence effect.

2. Research Questions

Proceeding from the established background framework and problem mapping, the discourse within this article is distilled to analytically examine two fundamental legal issues:

a. How can the multilateral legal relationship involving the platform, merchant, courier (operating under a mandate agreement or *lastgeving*), and consumer in Cash on Delivery (COD) transactions be doctrinally reconstructed pursuant to the Indonesian Civil Code (KUHPerdata) and the Electronic Information and Transactions (EIT) Law?
b. What are the legal implications of unilateral rescission by consumers on the platform's reimbursement scheme, and how can an equitable extrajudicial right of recourse be formulated through a comparative analysis of the Platform Work Directive (EU 2024/2831)?

3. Research Methods

This study employs a normative (doctrinal) legal research methodology, emphasizing normative coherence, the juridical qualification of cyber obligations, and the prescriptive interpretation of positive law governing electronic commerce transactions.[12] To dissect the core issues, three integrated approaches are operationalized. First, a statutory approach is utilized to evaluate the vertical and horizontal consistency between Book III of the Indonesian Civil Code (KUHPerdata) and Law Number 1 of 2024 (EIT Law). Second, a conceptual approach is employed to construct dogmatic arguments derived

[12] Terry Hutchinson, "Doctrinal Research," in *Research Methods in Law* (London: Routledge, 2025), 8–38, https://doi.org/10.4324/9781032710372-2.

from scholarly doctrines, aiming to deconstruct the conceptual fallacy of classifying the courier's role as a contract of deposit (*bewaargeving*) and correctly re-characterizing it as a mandate agreement (*lastgeving*). Third, a comparative approach is applied to juxtapose the domestic platform's risk mitigation architecture against the global protection standards stipulated in the Platform Work Directive (EU 2024/2831).

The legal materials utilized in this study are classified into primary legal materials, consisting of authoritative regulations—namely, the Indonesian Civil Code, the EIT Law, the Consumer Protection Law, Supreme Court Circular (SEMA) No. 3 of 1963, and Directive (EU) 2024/2831—alongside the platform's standardized Terms of Service (ToS), which operate as the governing law binding the contracting parties (*lex contractus*). These sources are complemented by secondary legal materials, encompassing civil law monographs, electronic contract literature, and reputable scientific journals indexed in Sinta and Scopus. All legal materials were systematically collated via comprehensive library research, proceeding through the methodological stages of inventory, textual classification, and data reduction.

Subsequently, the legal analysis was conducted utilizing the instruments of deductive syllogism and systematic interpretation. The normative principles of obligations enshrined in the Indonesian Civil Code and the EIT Law are posited as the major premise, which is then juxtaposed against the legal facts of unilateral rescission by COD consumers, serving as the minor premise. This process of legal reasoning ultimately yields a robust prescriptive conclusion regarding the legal validity and the doctrinal formulation of the platform's extrajudicial right of recourse.

B. DISCUSSION

1. Characteristics and Dogmatic Reconstruction of the Tripartite Legal Relationship in the Cash on Delivery (COD) Ecosystem

An erroneous and simplistic understanding of the legal qualifications of relationships within the gig economy business model frequently culminates in the misdirected and disproportionate imposition of civil liability upon delivery partners (couriers). In lay discourse, lower court decisions, and certain prior legal literature, online motorcycle taxi couriers operating within the COD delivery system are often construed as "sellers" engaged in a pure bilateral contractual relationship with consumers.[13] This flawed dogmatic assumption also frequently conflates the courier's position with the legal regime of a Contract of Deposit/Bailment (*Bewaargeving*), as stipulated in Articles 1694 through 1739 of the Indonesian Civil Code (KUHPerdata).[14] This constitutes a fatal legal logical fallacy. The essence of a deposit agreement centers strictly on the entrustment of physical possession of a good solely for the purpose of safekeeping and its subsequent return in its original form for the benefit of the depositor, rather than for its delivery and the transfer of ownership to a third party through a binding digital commercial transaction.

Prescriptively, the transactional ecosystem within electronic on-demand delivery services does not engender a linear legal relationship; rather, it constructs a highly interwoven multilateral legal relationship.[15] To formulate precise legal protections for all involved legal subjects, this civil relationship must be deconstructed into three foundational layers of obligation, each subject to distinct legal regimes yet operating simultaneously as interconnected contracts (*samenhangende overeenkomsten*).[16] The legal consequence of this interconnectivity is that a legal defect or a failure of performance in one layer of obligation will directly impact the validity and performance of the obligations in the other layers.

a. First Layer: The Sale and Purchase Agreement between the Consumer and the Merchant (Restaurant)

The most fundamental legal relationship in this transaction is the obligation between the purchaser (consumer) and the food product provider (merchant). Dogmatically, this relationship is purely qualified as a Sale and Purchase Agreement as mandated by Article 1457 of the KUHPerdata.[17] Through this instrument, the merchant binds itself to deliver a specific good, while the consumer binds itself to fulfill the counter-

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[13] Riska Natagina Putri and Siti Nurul Intan Sari Dalimunthe, "Perlindungan Hukum Bagi Kurir Dalam Sistem Cash on Delivery Belanja Online," *Volksgeist: Jurnal Ilmu Hukum Dan Konstitusi* 4, no. 2 (November 30, 2021): 193–203, https://doi.org/10.24090/volksgeist.v4i2.5643.
[14] Raden Subekti and Raden Tjitrosudibio, *Kitab Undang-Undang Hukum Perdata*, 41st ed. (Jakarta: Pradnya Paramita, 2014). Page, 431-440.
[15] Ferdinand Polopadang and Wilma Silalahi, "Konstruksi Hubungan Hukum Dalam Kontrak Elektronik Ojek Online Dan Perlindungan Konsumen," *Jurnal USM Law Review* 9, no. 3 (May 19, 2026): 1438–57, https://doi.org/10.26623/julr.v9i3.14255.
[16] Fabio Bassan and Maddalena Rabitti, "From Smart Legal Contracts to Contracts on Blockchain: An Empirical Investigation," *Computer Law & Security Review* 55 (November 2024): 106035, https://doi.org/10.1016/j.clsr.2024.106035.
[17] Subekti and Tjitrosudibio, *Kitab Undang-Undang Hukum Perdata*. Page, 367.

performance of paying the agreed nominal price. In the digital ecosystem, the fulfillment of the "consent" element—a prerequisite for the validity of an agreement under Article 1320 of the KUHPerdata—is absolutely realized the moment the consumer clicks the order confirmation button (clickwrap/checkout) on the application interface.[18] Article 18 paragraph (1) of Law Number 11 of 2008 concerning Electronic Information and Transactions, as most recently amended by Law Number 1 of 2024 (EIT Law), imperatively declares that electronic transactions executed through electronic contracts are legally binding upon the parties.[19] Consequently, even though the meeting of minds (*consensus*) occurs in cyberspace absent physical contact, the sale and purchase agreement is perfectly formed, valid, and legally binding as law for those who conclude it, serving as a direct consequence of the *pacta sunt servanda* principle.

b. Second Layer: The Electronic System Service Agreement between the Consumer and the Platform Provider

The second legal relationship is formed between the consumer and the digital platform provider corporation. This relationship emanates from the consumer's affirmative assent to the Terms of Service (End User License Agreement) via a clickwrap agreement scheme during account registration. This cyber contract is a tangible manifestation of a standard form adhesion contract. Based on the legal construction of Article 15 paragraph (1) of the EIT Law, electronic system operators are obligated to operate their systems reliably, securely, and responsibly.[20] Within this civil law framework, the platform does not act as the seller of the products; rather, it holds the exclusive legal standing of a commercial intermediary or a digital safe harbor (safe harbor doctrine). The platform's function is to connect consumer demand with merchant supply through algorithmic matching instruments.

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[18] Subekti and Tjitrosudibio. Page, 369.
[19] Undang-Undang Nomor 1 Tahun 2024 tentang Perubahan Kedua atas Undang-Undang Nomor 11 Tahun 2008 tentang Informasi dan Transaksi Elektronik, LNRI Tahun 2024 Nomor 3, TLN Nomor 6922. Pasal 18 ayat (1).
[20] Undang-Undang Nomor 1 Tahun 2024 tentang Perubahan Kedua atas Undang-Undang Nomor 11 Tahun 2008 tentang Informasi dan Transaksi Elektronik, LNRI Tahun 2024 Nomor 3, TLN Nomor 6922. Pasal 15 ayat (1).

c. Third Layer: The Partnership Agreement (Mandate and Provision of Services) between the Platform Provider and the Delivery Partner (Courier)

This third layer of obligation is a crucial instrument for dissecting the dogmatic fallacies frequently directed at couriers, simultaneously acting as a gateway to bridge the theoretical gap regarding the protection of digital logistics workers. The juridical relationship between the platform and the online motorcycle courier is not a conventional employment relationship (*arbeidsovereenkomst*) characterized by subordination, command elements, and fixed wages under the public labor law regime. As emphasized in contemporary literature concerning platform workers, the vulnerability experienced by gig workers stems precisely from the uncertainty of this status classification.[21] Under civil law, this obligation is qualified as a Partnership Agreement rooted in the amalgamation of a Contract for the Provision of Services (*Overeenkomst tot het verrichten van diensten*) pursuant to Article 1601c of the KUHPerdata. Within this standard clause, the courier binds itself to execute the technical task of delivery for the platform in exchange for algorithmically determined tariff-based remuneration.[22]

Delving deeper into the cash payment ecosystem, the courier's role is operationalized through the legal corridor of a Mandate Agreement (*Lastgeving*), as specifically governed by Article 1792 of the KUHPerdata.[23] The platform provider acts as the principal (*mandant*), systematically and electronically granting a mandate to the delivery partner as the agent (*mandataris*) to represent the platform's interests in two primary capacities: first, exercising temporary physical possession over the object of the sale from the merchant for distribution to the consumer's coordinates (last-mile delivery); and second, executing a cash collection mandate (*incasso-mandaat*) for the nominal value of the goods at the destination location in accordance with the application's instructions. This legal construction of *lastgeving* provides a strict line of demarcation, shifting the burden of commercial liability from the courier's shoulders to the platform corporation.[24]

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21 Rifki Alfian, "Exploring Legal Protections for E-Commerce Businesses in the Risks of Cash on Delivery Transactions," *Jurnal Analisis Hukum* 7, no. 2 (September 25, 2024): 170–81, https://doi.org/10.38043/jah.v7i2.5629.
22 Subekti and Tjitrosudibio, *Kitab Undang-Undang Hukum Perdata*. Page, 369.
23 Subekti and Tjitrosudibio. Page, 457.
24 Ni Nengah Eilsa Ayu Mediana and Ni Komang Irma Adi Sukmaningsih, "Gig Economy Dalam Hukum Ketenagakerjaan Sebagai Tantangan Baru Dalam Dunia Bisnis Digital," *RIGGS: Journal of Artificial*

To systematize the understanding of this tripartite construction, the legal standing and position of each entity can be represented through the following matrix:

Table 1. Construction of Multilateral Legal Relationships in the COD Transaction Ecosystem

Legal Entity	Legal Standing Qualification	Primary Characteristics of Obligation	Limitation of Liability
Consumer	Buyer (Article 1457, KUHPerdata)	The primary subject obligated to pay the agreed price of goods (Article 1513, KUHPerdata).	Must pay in full according to the COD invoice. Bound by the platform's electronic contract.
Merchant	Seller (Article 1457, KUHPerdata)	Guarantees the quality of goods and transfers ownership rights of the property to the buyer.	Liable for food quality and product description conformity. Does not bear the courier's distribution risks.
Platform Provider	Service Facilitator / Principal (*Mandant*)	Guarantees application system reliability. Grants the delivery mandate and cash collection mandate.	Liable for system reliability and fraud within the digital ecosystem.
Delivery Partner	Service Provider / Agent (*Mandataris*)	Executes delivery instructions and accepts temporary custody of payment (*incasso*).	Bound by limitation of authority (Article 1797, KUHPerdata). Not liable for defects in the merchant's orders.

Based on the dogmatic reconstruction in the matrix above, the legal standing of the delivery partner becomes highly prescriptive and unequivocally clear. Herein lies the primary novelty and originality of this article. Unlike the perspectives of Zainuddin & Risma, as well as Dirkareshza et al., who remain trapped in the paradigm of bilateral obligations by placing absolute liability on the merchant without accounting for the platform's standing,[25,26] this research juridically proves the existence of an equivalent and inseparable multilateral relationship. Furthermore, this finding directly corrects the analytical flaws of Kurniawan et al. and Alfarizi & Sari.[27,28] While previous literature

Intelligence and Digital Business 5, no. 1 (February 27, 2026): 5859–67, https://doi.org/10.31004/riggs.v5i1.6685.

[25] Zainuddin and Andi Risma, "The Good Faith of the Parties in Buying and Selling Goods Online with Cash on Delivery (COD) Payment: A Critical Analysis."

[26] Dirkareshza et al., "Cash on Delivery in E-Commerce Indonesia: A Solution or a Problem?"

[27] Dony Adhitama Kurniawan et al., "Perlindungan Hukum Bagi Kurir Dengan Sistem Pembayaran Cash on Delivery (COD) Atas Tindakan Pidana Ancaman Dari Komsumen."

[28] Alfarizi and Sari, "Adoption Of Cash on Delivery (COD) Payment System in Shopee Marketplace Transaction."

reduced the courier to a mere victim of criminal fraud or a pure depositary struggling in a regulatory vacuum, this study constructively situates the courier as a full mandate holder (*lastgeving*) acting on behalf of the platform.

The courier is merely the technical executing instrument of the platform provider's mandate and does not possess any qualifications as the owner of the material object. This relationship is strictly bounded by the principle of *nemo plus iuris ad alium transferre potest quam ipse habet*—that no one can transfer greater civil rights than they themselves possess.[29] Therefore, when a consumer refuses to render cash payment upon the delivery of goods via the COD scheme, such refusal materially and essentially constitutes a repudiation of the sale and purchase agreement with the merchant and an absolute breach of the platform's electronic contract, rather than a personal default (breach of contract) directed at the individual courier.

The consumer's conduct in refusing to pay the COD courier due to discrepancies in the goods provided by the merchant constitutes a legal fallacy that contravenes the provisions of Article 1797 of the KUHPerdata. Said article explicitly provides a legal shield dictating that an agent cannot be held liable for acts exceeding the limits of the mandate granted to them; in this context, the courier possesses no authority over the production and packaging processes at the merchant level. The courier cannot be utilized as a legal shield for either the platform or the merchant. This law of agency underscores that all legal consequences arising from the acts of the agent, provided they are executed within the boundaries of the mandate, are fundamentally the full liability of the principal (the platform) in accordance with the manifestation of the *respondeat superior* principle as accommodated by Article 1807 of the KUHPerdata.[30] Through the deconstruction of the courier's status into a mere mandatory (*mandataris*), the dogmatic ambiguity regarding which legal subject possesses the authority to sue for such losses is comprehensively resolved: it is the platform provider corporation.

[29] Yonatan Yonatan and Rosa Agustina, "The Feud of Nemo Plus Iuris Ad Alium T Eud of Nemo Plus Iuris Ad Alium Transferre Potest Quam Otest Quam Ipse Habet and Nemo Dat Quad Non Habet (Nemo Dat Rule) Legal Principles Against The Legal Principle of Good Faith (Bona Fides) in Indonesian Courts," *Indonesia Law Review* 12, no. 2 (2022): 101–16, https://scholarhub.ui.ac.id/ilrev/vol12/iss2/6/.
[30] Subekti and Tjitrosudibio, *Kitab Undang-Undang Hukum Perdata*. Page, 458 & 460.

2. Legal Implications of Unilateral Rescission and the Violation of the Consumer's Principle of Good Faith

In the discourse of conventional commercial transactions regarding the transfer of risk (*risico-overgang*) over the object of an agreement, certain legal scholars and practitioners frequently remain trapped by the rigid doctrine of Article 1460 of the Indonesian Civil Code (KUHPerdata). Rooted in the antiquated Dutch Civil Code (*Oud Burgerlijk Wetboek*), this article postulates that from the moment consensus is reached (*consensus*), the specific good constituting the object of the agreement automatically becomes the liability of the buyer, even if physical delivery has not yet occurred. If this normative postulate were rigidly applied to electronic commerce (e-commerce) transactions, then from the moment the consumer clicks the order confirmation (checkout) button, all risks of damage or destruction of the object in transit would legally be borne as the consumer's material loss. However, applying this obsolete dogma within the ecosystem of electronic on-demand delivery features is philosophically flawed and no longer relevant to the progression of modern cyber law. The Supreme Court of the Republic of Indonesia, through Supreme Court Circular (SEMA) Number 3 of 1963, has delegitimized the applicability of Article 1460 of the KUHPerdata within the national judicial system, deeming it injurious to the principles of equity and the sense of justice (*onbillijkheid*).[31] Under modern jurisprudence and current Indonesian positive law, the transfer of risk for movable goods does not shift at the moment of online consensus; rather, it legally shifts only at the moment of actual delivery (*feitelijke levering*) into the consumer's absolute physical possession, in alignment with the provisions of Article 612 of the KUHPerdata.[32]

Herein lies the dogmatic novelty offered by this research, designed to break the deadlock and bridge the gaps within preceding literature. Prior studies in the first cluster, such as those advanced by Zainuddin and Risma as well as Dirkareshza et al., predominantly focus on the urgency of materializing the principle of good faith while exclusively emphasizing instruments protecting the buyer's rights and the obligations of

[31] "Surat Edaran Mahkamah Agung Tentang Gagasan Menganggap Burgerlijk Wetboek Tidak Sebagai Undang-Undang, SEMA No. 3 Tahun 1963" (1963). This SEMA explicitly revokes the applicability of Article 1460 of the KUHPerdata concerning the transfer of risk prior to the delivery of goods.
[32] Subekti and Tjitrosudibio, *Kitab Undang-Undang Hukum Perdata*. Page, 193.

the business actor (merchant).[33,34] Such literature constructs a monolithic narrative that consistently positions the consumer as the subordinate party requiring absolute protection. In contrast to these studies, this article challenges the established discourse by exposing a "blind spot": the phenomenon of consumer privilege abuse. This research decisively shifts the locus of good faith analysis from the merchant to the consumer, demonstrating that the act of unilateral order cancellation (unilateral rescission) by the consumer while the goods are in the process of last-mile delivery constitutes a deviation and a manifest violation of the Principle of Good Faith (*Goede Trouw*) as governed by Article 1338 paragraph (3) of the KUHPerdata. Such actions precipitate the juridical consequence of an absolute breach of contract (default), as the consumer intentionally obstructs a lawful delivery (*levering*) process, thereby inflicting material losses upon the platform's operational balance sheet.[35]

In the COD payment scheme, the momentum of actual delivery is only realized at the final handover location (last-mile delivery point)—namely, at the consumer's domicile—when physical possession of the goods is materially transferred. Until this momentum of *levering* coincides with a simultaneous settlement of payment (*boter bij de vis*), as idealized in cash transactions, the sale and purchase obligation remains unexecuted. Proceeding from this doctrine of risk transfer, the legal implication of consumer conduct involving unilateral order cancellation post-processing, or deviant behavior such as severing communication channels (ghosting), locking access gates, or manipulating shipping addresses, constitutes an absolute act of breach of contract.

Theoretically, to establish a default, civil procedure law requires the issuance of a formal warning letter or notice of default (*ingebrekestelling/sommatie*) from the creditor to the debtor, as stipulated in Article 1238 of the KUHPerdata.[36] However, within the context of COD-based on-demand food delivery features, this *sommatie* requirement is legally dispensed with and immediately nullified based on two robust dogmatic justifications. First, the contract for the provision of food commodities possesses a highly essential and fatal delivery deadline (*fatale termijn*); the object of the obligation is highly perishable, degrades in quality rapidly, and loses its economic value within hours. Second,

33 Zainuddin and Andi Risma, "The Good Faith of the Parties in Buying and Selling Goods Online with Cash on Delivery (COD) Payment: A Critical Analysis."
34 Dirkareshza et al., "Cash on Delivery in E-Commerce Indonesia: A Solution or a Problem?"
35 Subekti and Tjitrosudibio, *Kitab Undang-Undang Hukum Perdata*. Page, 343.
36 Subekti and Tjitrosudibio. Page, 319.

the acts of unilateral rescission and evasion constitute an affirmative declaration by the consumer that they consciously intend not to perform their contractual obligations.

Therefore, this unilateral rescission is not a mere ordinary breach of contract but a severe violation of the Principle of Good Faith (*Goede Trouw*). This principle, mandated by Article 1338 paragraph (3) of the KUHPerdata, dictates that every agreement must be executed in good faith, which in an objective sense means the performance of the contract must heed the norms of equity and justice, and must not exploit a party in a vulnerable position.[37] Furthermore, this fraudulent behavior contravenes the positive legal framework of electronic transactions enshrined in Article 17 paragraph (2) of Law Number 11 of 2008 concerning Electronic Information and Transactions, as most recently amended by Law Number 1 of 2024 (EIT Law), which imperatively obligates parties to act in good faith throughout the transaction.[38] This paradigm aligns profoundly with contemporary discourse within the global cyber law order, wherein commercial bad faith by consumers (consumer bad faith) is recognized as a disruptive threat to the architecture of trust within digital platform ecosystems.[39] Consumers who violate the principle of good faith are precluded from seeking refuge behind the shield of the Consumer Protection Law, given that Article 5 of Law Number 8 of 1999 explicitly obligates consumers to act in good faith when conducting transactions for the purchase of goods.[40]

3. Reconstruction of the Platform's Right of Recourse and a Comparative Discourse on the Global Platform Economy Ecosystem

Drawing upon contemporary empirical operational realities in Indonesia, the dominant platform corporations holding the majority market share have fundamentally instituted internal safeguarding mechanisms. These manifest as automated reimbursement schemes for couriers victimized by fictitious orders or unilateral rescissions during COD transactions. *Prima facie*, this corporate policy (*private regulation*) appears to resolve the contractual friction on the ground. Dogmatically,

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[37] Subekti and Tjitrosudibio. Page, 343.
[38] Undang-Undang Nomor 1 Tahun 2024 tentang Perubahan Kedua atas Undang-Undang Nomor 11 Tahun 2008 tentang Informasi dan Transaksi Elektronik, LNRI Tahun 2024 Nomor 3, TLN Nomor 6922. Pasal 17 ayat (2).
[39] Yingchao Lu, Hailing Chang, and Yadan Zhou, "The Impact of Consumer Complaints on Corporate Digital Transformation," *International Review of Economics & Finance* 101 (July 2025): 104203, https://doi.org/10.1016/j.iref.2025.104203.
[40] "Undang-Undang Republik Indonesia Nomor 8 Tahun 1999 Tentang Perlindungan Konsumen, Lembaran Negara Republik Indonesia Tahun 1999 Nomor 42, Tambahan Lembaran Negara Republik Indonesia Nomor 3821" (1999). Pasal 5 huruf o.

however, the implementation of this internal policy precipitates a critical shift in civil rights. When the platform intervenes by fully indemnifying the courier's material losses, a conceptual subrogation of the right of action occurs. The actual legal injury (*actual loss*) shifts entirely from the shoulders of the delivery partner to the balance sheet of the platform provider. The logical corollary of this shift is the juridical imperative to establish the platform's right of recourse against consumers acting in bad faith. Should the domestic legal regime permit platforms to perpetually absorb such losses absent adequate law enforcement infrastructure, it risks destabilizing the economic equilibrium and fostering a fertile ground for moral hazard within the sociological fabric of the digital society.

To elevate the dialectic surrounding the right of recourse into a discourse of universal resonance, it is highly pertinent to juxtapose the Indonesian legal paradigm against the European Union's latest gig economy worker protection instrument, namely Directive (EU) 2024/2831 (Platform Work Directive).[41] This instrument epitomizes an evolutionary leap in global cyber civil jurisprudence, successfully synthesizing the friction between the classical law of obligations and algorithmic management governance. An essential philosophical pillar of the Platform Work Directive is the imposition of an absolute duty to protect upon platform providers via the doctrine of strict liability. This European directive explicitly mandates that gig workers must not bear any financial detriment arising from operational system failures or fraudulent consumer conduct. Platforms are obligated to bear absolute liability for all economic risks correlated with the execution of last-mile delivery services (*last-mile delivery liability*). A parallel comparative analog is observable in common law jurisprudence through the enactment of Assembly Bill 5 (AB5) in California. This legislation compels electronic marketplace corporations to absorb chargeback burdens as an inherent corporate business risk, thereby exonerating independent contractors from such liability.[42]

The analytical synchronization of legal discourses across the European Union, the United States, and Indonesia yields a singular deductive conclusion: platforms hold an absolute mandate to mitigate the economic losses suffered by couriers. Nevertheless, domestic civil law must not relegate platforms to the status of defenseless victims devoid of a legal shield. It is at this precise intersection that this article asserts its novelty, acutely

[41] "Directive 2024/2831/EU of the European Parliament and of the Council" (2024), https://www.stradalex.eu/en/se_src_publ_leg_eur_jo/toc/leg_eur_jo_3_20241111/doc/ojeu_202402831.
[42] "Assembly Bill No. 5" (2019), https://leginfo.legislature.ca.gov/faces/billTextClient.xhtml?bill_id=201920200AB5.

complementing and critiquing the deficiencies inherent in the third cluster of literature. Prior international scholarship—such as the works of Countouris and De Stefano, Fredman et al., and Joppe—is undeniably comprehensive in dissecting worker protection under the Platform Work Directive.[43,44,45] However, their discourse suffers from academic myopia; it focuses exclusively on the legal shield for workers (couriers) while entirely neglecting to formulate an exit mechanism or a right of recovery for corporate entities (platforms) when confronted with micro-value consumer fraud.

This exposes a profound deadlock within Indonesia's formal legal system. Given that the economic value of a loss arising from a single order cancellation generally falls below five hundred thousand Rupiah, filing a conventional lawsuit for breach of contract (Article 1243 of the KUHPerdata) in a District Court is financially irrational.[46] Such classical litigation efforts would immediately collide with the barrier of the *de minimis non curat lex* principle—a jurisprudential doctrine dictating that formal courts do not concern themselves with trifles or disputes of highly insignificant material value.

Therefore, the most prescriptive and equitable jurisprudential reconstruction lies in optimizing the executory power of the electronic contract itself via lawful extrajudicial enforcement. Such enforcement is legitimized by the consumer's conscious assent to the standard form adhesion contract (Terms of Service), which incorporates an integrated digital identity blocking system utilizing Know Your Customer (KYC) protocols. Within the modern digital economic legal order, the Terms of Service transcend mere administrative prerequisites; they function as a robust instrument of private regulation. This instrument endows platforms with the authority to enforce contractual compliance, circumventing the prohibitively high transaction costs of traditional judicial mechanisms.[47] Premised upon these cyber adhesion clauses, the platform possesses a valid substitutive right to impose absolute suspension sanctions against the account access of consumers proven to have violated the principle of good faith. This suspension sanction extends beyond merely deactivating pseudonymous accounts; it executes a permanent exclusion (blacklisting) targeting the consumer's underlying metadata. This

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43 Countouris and De Stefano, "'Not the Usual Gig': The Personal Scope(s) of Application of Directive 2024/2831 on Improving Working Conditions in Platform Work."
44 Fredman et al., "Fair Work for Platform Workers: Lessons from the EU Directive and Beyond."
45 Joppe, "Algorithmic Management in the Platform Work Directive: Fixing the GDPR?"
46 Subekti and Tjitrosudibio, *Kitab Undang-Undang Hukum Perdata*. Page, 320.
47 Luca Belli and Jamila Venturini, "Private Ordering and the Rise of Terms of Service as Cyber-Regulation," *Internet Policy Review* 5, no. 4 (December 29, 2016): 1–17, https://doi.org/10.14763/2016.4.441.

encompasses the blocking of their integrated National Identity Number (NIK), hardware device identities (IMEI/MAC Address), and Internet Protocol (IP Address).

Furthermore, to elevate the civil deterrence effect, the application of the principle of freedom of contract (Article 1338 of the KUHPerdata) must be manifested through inter-platform institutional collaboration aimed at constructing a nationally integrated "Social Credit Scoring" database.[48] Under this reconstructed system, the risk profile of consumers validly proven to exhibit recidivist COD defaults driven by malice will be syndicated. This implies a corresponding degradation of their service access across other digital commerce platforms, including the potential suspension of banking PayLater facilities. It is through this precise reconstruction of the execution of the right of recourse—anchored in digital identity integration—that cyber legal certainty, the equitable protection of platform workers, and the sustainable viability of the Cash on Delivery system can be proportionally upheld.

C. CONCLUSION

The dogmatic reconstruction of the Cash on Delivery (COD) transactional ecosystem demonstrates that the underlying civil relationship constitutes a multilateral obligation. Within this framework, the delivery partner holds the pure legal standing of an agent or mandate holder (*lastgeving*) authorized by the platform provider to execute the physical delivery and cash collection, rather than acting in the capacity of a seller or a depositary. The legal corollary of this tripartite construction dictates that a unilateral order cancellation by the consumer constitutes an absolute breach of contract (default) and a manifest violation of the principle of good faith. The financial burden of this resulting loss is instantaneously subrogated to the platform provider via automated reimbursement instruments. In response to this transfer of risk, and aligning with the absolute protection standards afforded to platform workers under the Platform Work Directive (EU 2024/2831), the procedural deadlock in enforcing the corporate right of recourse within civil courts—precipitated by the *de minimis non curat lex* principle—must be reconstructed through out-of-court dispute resolution channels. As a prescriptive extrajudicial resolution, platform providers derive a valid legal basis from standard form adhesion contracts to execute permanent service exclusion sanctions (blacklisting). This enforcement is operationalized through Know Your Customer (KYC) digital identity

48 Subekti and Tjitrosudibio, *Kitab Undang-Undang Hukum Perdata*. Page, 343.

integration and cross-application social credit scoring systems, thereby proportionally and decisively penalizing commercial bad faith by consumers.

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