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Legal Consequences of Unilateral Cancellation of Sale and Purchase Agreements on E-Commerce Platforms

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Abstract

The rapid expansion of e-commerce in Indonesia has transformed sale and purchase agreements into multilayered electronic transactions involving consumers, sellers, platforms, payment systems, and logistics providers. This article formulates three focused questions: how electronic sale and purchase agreements are formed under Indonesian law; what legal consequences arise from unilateral cancellation by sellers, buyers, or platforms; and what cancellation governance model can protect consumers while preserving fair responsibility among transaction actors. Using normative juridical research with statutory, conceptual, case-based, and limited comparative approaches, this study analyses legislation, doctrine, Indonesian journal literature, and selected court-based studies on online sale disputes. The article finds that unilateral cancellation is not per se unlawful, but it becomes legally defective when it violates *pacta sunt servanda*, good faith, consumer rights, evidentiary duties, or statutory limits on standard clauses. Its consequences may include continued performance, rescission with restitution, compensation, invalidity of unfair clauses, administrative sanctions, and platform liability where the platform exercises active control over transaction architecture or dispute resolution. The article proposes a proportional cancellation governance model requiring transparent reasons, prior notice where feasible, evidence preservation, time-bound refund, and differentiated liability among sellers, buyers, and platforms.

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1. Introduction

Electronic commerce has moved the legal architecture of sale and purchase from the physical marketplace into a transactional environment mediated by interfaces, algorithms, payment gateways, escrow mechanisms, and logistics networks. In Indonesia, this shift is

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not merely technological; it has become a structural transformation in the way consent is expressed, contractual performance is documented, and default is remedied. The 2024 E-Commerce Statistics publication of Statistics Indonesia records the profile of businesses, workers, business activities, and transaction values in Indonesian e-commerce, while trade-policy reporting on PMSE shows that digital trade continues to be regulated through Government Regulation No. 80 of 2019 and Minister of Trade Regulation No. 31 of 2023. The growth of this ecosystem makes cancellation governance more urgent because a single order may involve a consumer, seller, platform operator, payment service, and logistics provider at the same time.[2]

The legal problem examined in this article arises when one party, or the platform that structures the transaction, cancels a sale and purchase agreement without reciprocal consent after the electronic contract has been formed. In ordinary civil-law doctrine, a contract validly made binds the parties as law, and withdrawal from a reciprocal agreement is not a neutral administrative act. On e-commerce platforms, however, cancellation is frequently processed through automated buttons, standard-form clauses, seller-dashboard decisions, buyer refusal under cash-on-delivery schemes, or platform moderation triggered by alleged fraud, stock errors, price errors, payment risks, or policy violations. This digital setting intensifies the classical problem of breach because consumers often face standard clauses and interface decisions that are difficult to negotiate, verify, or challenge.[3]

Under Indonesian civil law, the sale and purchase agreement is fundamentally a consensual contract: the seller undertakes to deliver goods and the buyer undertakes to pay the price. Once the parties agree on the goods and the price, the legal relationship may arise even though delivery and payment are executed later through platform mechanisms. Electronic form does not remove the civil-law requirements of consent, capacity, certain object, and lawful cause. Instead, electronic law extends recognition to electronic information, electronic documents, and electronic contracts as legally valid instruments when the requirements of the law are fulfilled.

The normative tension appears because e-commerce contracts are rarely negotiated individually. Most consumer-facing terms are standard clauses drafted by platforms or sellers and accepted through click-wrap, browse-wrap, or account-registration mechanisms. Standardization is economically understandable because it reduces transaction costs and enables mass-market digital trade. Nevertheless, standard clauses become legally problematic when they exclude liability, shift all risks to consumers, grant disproportionate cancellation power to the business actor, or prevent consumers from exercising statutory remedies. The Consumer Protection Law therefore operates as a mandatory corrective instrument against the excessive use of freedom of contract.

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[2] Kementerian Perdagangan Republik Indonesia, *Kinerja Perdagangan Melalui Sistem Elektronik (PMSE) Indonesia Tahun 2025*; Statistik, *E-Commerce Statistics 2024*.

[3] Subekti, *Hukum Perjanjian*; Hassanah, Wahyudi, and Abdul Aziz, "Standard Clause Problems in E-Commerce Based on Indonesian Civil Law"; Novita and Santoso, "Urgensi Pembaharuan Regulasi Perlindungan Konsumen Di Era Bisnis Digital."

The research gap is more specific than the general statement that e-commerce law has not been widely discussed. First, Indonesian studies on electronic contracts commonly explain validity, information duties, and consumer protection, but they do not consistently identify the moment when cancellation changes from a permissible transaction feature into breach of contract. Second, research on standard clauses tends to emphasize the existence of unfair terms, yet it rarely connects those clauses to concrete remedies such as restitution, performance, compensation, and the invalidity of the cancellation clause itself. Third, platform-liability studies often move between two extremes: treating platforms as passive intermediaries or as fully responsible business actors, without a proportional test based on control over payment, cancellation logic, evidence, and complaint handling. Fourth, case-based studies of online sale disputes are still underused as a bridge between abstract doctrine and practical remedies.[4]

This article fills that gap by placing unilateral cancellation at the intersection of contract formation, default, standard-clause control, consumer remedies, and platform responsibility. The problem formulations are: first, how is the legal construction of a sale and purchase agreement on an e-commerce platform formed under Indonesian law; second, what are the legal consequences of unilateral cancellation by sellers, buyers, or platforms after the contract has been formed; and third, what normative model should guide fair cancellation governance in Indonesian digital marketplaces. The objectives are correspondingly to reconstruct the formation of electronic sale and purchase agreements, to distinguish lawful cancellation from breach, unfair standard clauses, or unlawful acts, and to formulate a proportional model that links cancellation grounds, procedures, evidence, and liability.[5]

1.1 Conceptual Framework: Pacta Sunt Servanda, Good Faith, and Platform Liability

The first concept used in this article is *pacta sunt servanda*. Article 1338 of the Civil Code provides that all legally made agreements bind the parties as law and must be performed in good faith. The provision also limits revocation by stating that agreements cannot be withdrawn except by mutual consent or for reasons recognized by law. In the e-commerce context, this principle means that a seller cannot freely cancel an accepted order after payment merely because demand increases, stock management fails, or the platform later considers the transaction commercially inconvenient. Likewise, a buyer who has validly ordered goods cannot refuse receipt and payment without legal justification if the seller has performed according to the contract.[6]

The second concept is good faith as a corrective standard. Good faith is not limited

[4] Fista, Aris Machmud, and Suartini, "Perlindungan Hukum Konsumen Dalam Transaksi E-Commerce Ditinjau Dari Perspektif Undang-Undang Perlindungan Konsumen"; Tohadi et al., "Liability of Online Marketplaces for Consumer Losses in Online Transactions as Reviewed under Law Number 8 of 1999 on Consumer Protection"; Hassanah, Wahyudi, and Abdul Aziz, "Standard Clause Problems in E-Commerce Based on Indonesian Civil Law"; Gadjong, "The Agreement of Personal Shopping Service through E-Commerce Platforms: A Case Study of Consumer Protection."

[5] Marzuki, *Penelitian Hukum*, 2010; Ariawan, "Regulatory Barriers to Consumer Protection in Digital Marketplaces."

[6] Indonesian Civil Code, art. 1338; Khairandy, *Itikad Baik Dalam Kebebasan Berkontrak*.

to subjective honesty; it also imposes objective standards of fairness, reasonableness, consistency, and respect for the legitimate expectations created by pre-contractual representations, product descriptions, payment confirmation, delivery status, and platform notifications. In digital transactions, good faith requires accurate product information, prompt communication when performance becomes impossible, fair refund procedures, and avoidance of manipulative cancellation clauses. It also prevents opportunistic cancellation designed to shift market-price risk or logistics risk to the weaker party.[7]

The third concept is platform liability. Classical contract doctrine tends to frame the platform as a marketplace intermediary connecting sellers and buyers. Contemporary digital commerce, however, shows that platforms often do more than host offers. They design search visibility, provide standardized terms, hold or process payments, regulate sellers, recommend logistics providers, operate complaint mechanisms, and sometimes determine whether orders are canceled or refunded. The more active the platform's control over the transaction architecture, the stronger the normative basis for imposing duties of transparency, due diligence, evidence preservation, and remedial facilitation.[8]

The relationship among these concepts forms the thinking framework of the article. The analysis begins with contract formation: if consent, object, price, and lawful cause are fulfilled through an electronic mechanism, *pacta sunt servanda* supplies the binding force of the transaction. The analysis then moves to the cancellation trigger: if one actor cancels, good faith tests whether the reason, timing, notice, and remedy are reasonable. The final stage is liability allocation: responsibility follows the actor that controlled the relevant risk, whether seller-side stock and information, buyer-side refusal, or platform-side payment, moderation, refund, and dispute-resolution architecture. This flow prevents the discussion from treating cancellation as a simple administrative button and instead connects formation, breach, standard-clause control, evidence, and remedies in one doctrinal sequence.[9]

2. Method and Legal Material

This article uses normative juridical research, namely legal research that examines norms, principles, doctrines, and legal materials rather than measuring social behavior through field data. The research is doctrinal because it constructs legal consequences from positive law, legal principles, and scholarly interpretation. It is also prescriptive because it proposes a cancellation governance model that can be used to evaluate platform terms and transaction practices. The method is appropriate because the central question

[7] Hassanah, Wahyudi, and Abdul Aziz, "Standard Clause Problems in E-Commerce Based on Indonesian Civil Law"; Saputra, "Analisis Klausula Choice of Forum Dalam Kontrak Standar E-Commerce di Indonesia: Kajian Berdasarkan Perspektif Perlindungan Konsumen."

[8] OECD, *The Role of Online Marketplaces in Enhancing Consumer Protection*; Bertolini, *Liability of Online Platforms*.

[9] Rahman, "A Comparative Study of Fair Online Buying and Selling Regulations: A Legal Comparison Between Indonesia, Malaysia, and Singapore"; Tohadi et al., "Liability of Online Marketplaces for Consumer Losses in Online Transactions as Reviewed under Law Number 8 of 1999 on Consumer Protection."

concerns the legal status and consequences of unilateral cancellation, while the case-based materials are used as illustrations of legal reasoning rather than as empirical samples.[10]

The research applies four approaches. The statutory approach examines the Civil Code, the Consumer Protection Law, the Electronic Information and Transactions Law as amended, Government Regulation No. 71 of 2019, Government Regulation No. 80 of 2019, and Minister of Trade Regulation No. 31 of 2023. The conceptual approach examines *pacta sunt servanda*, good faith, breach of contract, unlawful act, standard clauses, restitution, compensation, and platform liability. The case approach reads selected Indonesian court-based studies on online sale disputes to test how the normative rules operate when payment has been made, goods are not delivered, or platform control affects remedies. A limited comparative approach uses OECD instruments, the UNCITRAL Model Law on Electronic Commerce, and the European Union Digital Services Act only to identify general principles of transparency, accountability, and consumer protection.[11]

The legal-material analysis is conducted through five operational stages. First, the relevant norms are inventoried and classified into contract-law norms, consumer-protection norms, electronic-transaction norms, PMSE regulatory norms, and dispute-resolution norms. Second, each norm is interpreted grammatically to identify its textual command, systematically to place it within the Indonesian private-law and consumer-law structure, and teleologically to connect it with legal certainty, good faith, and consumer protection. Third, legal argumentation is built through analogy, a contrario reasoning, and proportionality to distinguish lawful cancellation from breach, force majeure, unfair clauses, or unlawful acts. Fourth, the norms are applied to seller, buyer, and platform cancellation scenarios. Fifth, the results are synthesized into a governance model covering validity thresholds, procedural safeguards, evidence duties, refund timing, and differentiated liability.[12]

The study is limited to civil and consumer-law consequences of unilateral cancellation in business-to-consumer and consumer-to-business platform transactions. It does not examine criminal fraud, taxation, competition law, personal data protection, or sector-specific regulated goods except where those matters influence the legitimacy of cancellation. Because the study is normative, it does not claim to measure the actual compliance level of particular platforms. Platform names are therefore not used as objects of empirical assessment; rather, platform practices are treated as legal patterns that can be evaluated using the Indonesian legal framework.

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[10] Marzuki, *Penelitian Hukum*, 2014; Soekanto and Mamudji, *Penelitian Hukum Normatif (Suatu Tinjauan Singkat)*.

[11] UNCITRAL, *Model Law on Electronic Commerce with Guide to Enactment 1996*; Government Regulation No. 71 of 2019 on Electronic System and Transaction Operation; Government Regulation No. 80 of 2019 on Trade Through Electronic Systems; Minister of Trade Regulation No. 31 of 2023; Regulation (EU) 2022/2065 on a Single Market for Digital Services.

[12] Masadeh, Khawaldeh, and Al-Salamat, "The Electronic Contract in Civil and Commercial Codes"; Mik, "Smart Contracts: Terminology, Technical Limitations and Real World Complexity"; Ivanda and Rusdiana, "Urgensi Online Dispute Resolution Sebagai Bentuk Penyelesaian Sengketa Di Era Society 5.0."

3. Results and Discussion

3.1 Legal Construction of Sale and Purchase Agreements on E-Commerce Platforms

A sale and purchase agreement on an e-commerce platform is formed when the essential elements of agreement, object, and price are sufficiently determined and accepted through an electronic mechanism. In most platform transactions, the offer may be represented by the seller's product listing, while acceptance may occur when the buyer confirms an order and completes the platform's required steps. In some systems, acceptance may be structured to occur only after the seller confirms availability or the platform confirms payment. The exact moment of contract formation must therefore be read from the interaction between civil-law principles, platform terms, and the parties' electronic communications.[13]

The electronic form of the transaction does not reduce the binding force of the agreement. Article 5 of the Electronic Information and Transactions Law recognizes electronic information and electronic documents as valid legal evidence, while Article 18 recognizes that electronic contracts bind the parties. Therefore, invoices, order numbers, payment confirmations, chat records, seller dashboards, delivery tracking, cancellation notices, refund status, and complaint logs can become relevant legal evidence. This evidentiary recognition is crucial because disputes over cancellation often turn on whether an order was accepted, whether payment was received, whether the seller promised delivery, and whether the cancellation reason was legitimate.[14]

The legal relationship in platform transactions is not singular. At minimum, there is a sale and purchase relationship between seller and buyer. In addition, there are platform-service relationships between the platform and users, payment relationships involving escrow or payment gateways, and delivery relationships with logistics providers. This layered structure matters because cancellation may be initiated by different actors. A seller may cancel because stock is unavailable; a buyer may cancel because delivery is delayed; a platform may cancel because payment is suspicious; and a logistics failure may trigger refund procedures. A careful legal analysis must identify which party had the obligation to perform and which party controlled the risk that caused cancellation.[15]

The seller's core obligations remain to provide accurate information, deliver the promised goods, and compensate losses where goods are not supplied or do not conform to the agreement. The Consumer Protection Law requires business actors to act in good faith, provide true and honest information, treat consumers fairly, and compensate consumers for losses caused by goods or services. Government Regulation No. 80 of 2019 further strengthens the regulatory setting by treating PMSE as a field requiring identifiable business actors, electronic contracts, consumer complaint services, and

[13] Indonesian Civil Code, arts. 1320 and 1457; Law No. 11 of 2008 as amended, arts. 5 and 18; Masadeh, Khawaldeh, and Al-Salamat, "The Electronic Contract in Civil and Commercial Codes."
[14] Law No. 11 of 2008 as amended by Law No. 19 of 2016 and Law No. 1 of 2024, arts. 5 and 18; Government Regulation No. 71 of 2019, arts. 46-52.
[15] OECD, *The Role of Online Marketplaces in Enhancing Consumer Protection*; Tohadi et al., "Liability of Online Marketplaces for Consumer Losses in Online Transactions as Reviewed under Law Number 8 of 1999 on Consumer Protection."

transparent information. These obligations mean that an e-commerce seller cannot treat cancellation as a purely internal inventory decision once the consumer has relied on the contract.[16]

The buyer's obligations are also legally meaningful. The consumer is not immune from contractual responsibility merely because consumer law gives protective rights. Where the buyer has confirmed an order, selected cash-on-delivery, and then refuses delivery without lawful reason after the seller and logistics provider have performed, the buyer's refusal may constitute breach of contract and may generate liability for actual losses such as delivery costs or return costs. Consumer protection should not be transformed into a license for opportunistic non-performance; rather, it protects the consumer from unfair, misleading, or disproportionate business practices while preserving reciprocal obligations.[17]

The platform's obligations depend on its role. If the platform is merely a neutral bulletin board with no payment control, no standardized transaction management, and no dispute resolution function, its responsibility may be limited. If, however, the platform designs the entire transaction flow, sets mandatory terms, collects fees, controls seller access, holds payment, ranks products, processes cancellations, and determines refund eligibility, the platform functions as an active governance actor. In that situation, platform responsibility is not identical to seller responsibility, but it includes a duty to provide clear cancellation rules, accessible complaint mechanisms, transparent reasons for cancellation, and evidence-preserving systems that enable fair dispute settlement.[18]

A case-based reading confirms that electronic sale disputes are most difficult when payment, delivery, and platform records do not point to a single responsible actor. Studies of Putusan Pengadilan Negeri Jakarta Selatan Nomor 629/Pdt.G/2020/PN Jkt.Sel describe a paid online sale in which the seller's failure to deliver the agreed goods was legally discussed as wanprestasi, showing that digital communication and payment evidence can support the buyer's claim. A separate study of Putusan Pengadilan Negeri Klaten Nomor 105/Pdt.G/2022/PN Kln similarly treats non-conforming or unsecured online sale performance through the lens of the Civil Code and Consumer Protection Law. These cases do not create a special e-commerce exception to contract law; rather, they show that electronic evidence and platform-mediated performance must be connected back to consent, obligation, default, and remedy.[19]

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[16] Law No. 8 of 1999, arts. 4, 7, 8, and 19; Government Regulation No. 80 of 2019 on Trade Through Electronic Systems; Fista, Aris Machmud, and Suartini, "Perlindungan Hukum Konsumen Dalam Transaksi E-Commerce Ditinjau Dari Perspektif Undang-Undang Perlindungan Konsumen."

[17] Indonesian Civil Code, arts. 1238, 1243, and 1338; Dakhi and Sembiring, "Pembatalan Sepihak Pada Perjanjian Jual Beli Online Dengan Metode Cash On Delivery (COD)."

[18] Ariawan, "Regulatory Barriers to Consumer Protection in Digital Marketplaces"; OECD, *Recommendation of the Council on Consumer Protection in E-Commerce*; Aade, "The Regulation of Social Media Commerce under the DSA: A Consumer Protection Perspective."

[19] Azzahra et al., "Analisis Yuridis Perkara Wanprestasi Transaksi Jual Beli Online Pada Putusan Pengadilan Nomor 629/Pdt.G/2020/Pn Jkt.Sel : Upaya Hukum Dan Perlindungan Konsumen"; Nathanael and Sudiro, "Wanprestasi Dalam Perjanjian Jual Beli Online Berdasarkan Undang-Undang Perlindungan Konsumen (Studi Putusan PN Klaten Nomor 105/Pdt.G/2022/PN Kln)."

3.2 Legal Consequences of Unilateral Cancellation

Unilateral cancellation is not a single legal category. It may be lawful, defective, void as a clause, a breach of contract, an unlawful act, or an administrative violation depending on its basis, timing, actor, and effect. A cancellation before contract formation may simply be withdrawal of an offer. A cancellation after contract formation but before performance may be a breach unless permitted by law, mutual agreement, force majeure, or a valid resolutory clause. A cancellation after payment and delivery preparation is more serious because the innocent party may have relied on the contract and incurred costs. The legal consequences therefore require a scenario-based analysis rather than a flat statement that all unilateral cancellations are illegal.[20]

When the seller cancels after the buyer has paid and the platform has confirmed the order, the default position is that the seller has failed to perform a contractual obligation. If the reason is stock unavailability, internal price error, or a change in market price, the seller generally bears the business risk unless the platform terms validly allocate that risk in a manner consistent with good faith and consumer protection. The buyer may request performance where still possible, rescission with refund, compensation for losses, or other remedies permitted by law. Under Article 1267 of the Civil Code, the creditor in a reciprocal agreement may demand performance or cancellation with compensation, while Article 1243 allows damages for non-performance after default.[21]

A seller-side cancellation clause is not automatically valid merely because the buyer clicked agree. Article 18 of the Consumer Protection Law prohibits standard clauses that, among other things, transfer liability, deny return of paid money for goods or services not received, or contain provisions that are difficult to read or understand. A platform term allowing a seller to cancel without reason, without prompt refund, without compensation, or without complaint access may be vulnerable to being treated as an unfair standard clause. The legal consequence is not only contractual invalidity of the specific clause but also possible consumer remedies and supervisory sanctions.[22]

When the buyer unilaterally cancels or refuses a valid order, the legal evaluation differs. If the buyer cancels within a platform's permitted cancellation window before the seller processes the order, the cancellation may be contractually allowed. If the seller has already delivered conforming goods under a cash-on-delivery transaction and the buyer refuses without lawful ground, the buyer may be in default. The seller may claim actual losses that are reasonable and provable, such as shipping costs or return logistics costs. However, penalties imposed on buyers must also be proportionate, transparent, and based on rules communicated before the transaction. A platform cannot impose hidden penalties or excessive sanctions through obscure standard terms.[23]

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[20] Indonesian Civil Code, arts. 1243, 1244, 1245, 1266, 1267, 1338, and 1365; Subekti, *Hukum Perjanjian*.
[21] Indonesian Civil Code, arts. 1243, 1266, and 1267; Law No. 8 of 1999, arts. 4 and 19.
[22] Munggaran, Sudjana, and Nugroho, "Perlindungan Konsumen Terhadap Pencantuman Klausula Baku Dalam Perjanjian"; Saputra, "Analisis Klausula Choice of Forum Dalam Kontrak Standar E-Commerce Di Indonesia: Kajian Berdasarkan Perspektif Perlindungan Konsumen"; Law No. 8 of 1999, art. 18.
[23] Indonesian Civil Code, arts. 1238, 1243, and 1338; Hassanah, Wahyudi, and Abdul Aziz, "Standard Clause Problems in E-Commerce Based on Indonesian Civil Law"; Fadil, Yulia, and Kurniasari,

When the platform cancels a transaction, the legitimacy of the act depends on the legal basis and the platform's procedural fairness. Platform cancellation may be justified if it prevents fraud, illegal goods, duplicate orders, payment failure, sanctions violations, consumer deception, or breaches of platform rules that are consistent with law. Nevertheless, the platform should provide clear reasons, a reasonable opportunity to contest where appropriate, and prompt restoration of funds if the consumer has paid. If the platform cancels arbitrarily, delays refund, conceals evidence, or relies on an unfair term, it may breach its service contract with users and may contribute to consumer loss. In such cases, platform liability is constructed from its control over the transaction mechanism rather than from ownership of the goods alone.[24]

The first consequence of defective unilateral cancellation is continuation or specific performance, where the object is still available and performance remains possible. Although Indonesian civil litigation does not always operate like common-law specific performance, civil-law remedies allow the injured party to demand fulfillment of obligations. In e-commerce, this remedy is most useful when the seller cancels to avoid a previously agreed price or to resell at a higher price. However, performance may be impractical where the goods are genuinely unavailable, unique logistics failures have occurred, or the platform has lawfully suspended the transaction for safety reasons. In those cases, restitution and compensation become more suitable.

The second consequence is rescission with restitution. Rescission returns the parties as far as possible to the pre-contractual position. In e-commerce, restitution commonly means refund of the price, reversal of platform fees, cancellation of payment authorization, release of escrow, and restoration of vouchers or promotional benefits where those benefits formed part of the transaction. Restitution must be timely because delayed refund transfers the cost of the business actor's or platform's failure to the consumer. A time-bound refund obligation is therefore not merely good service practice; it reflects the civil-law logic that a party retaining payment after failing to perform has no lawful basis to keep the benefit.[25]

The third consequence is compensation. Compensation is appropriate where refund alone does not repair the loss. Examples include additional delivery costs, price difference incurred when the buyer must purchase substitute goods, payment charges, losses caused by delay, or reputational losses to a seller when a buyer's wrongful refusal affects store metrics. Compensation must remain grounded in causation, proof, and foreseeability. It should not become punitive unless a statute expressly provides administrative or criminal sanctions. The Civil Code distinction between costs, losses, and interest remains relevant in digital transactions because the electronic form changes the mode of proof but not the

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"Perlindungan Hukum Terhadap Pelaku Usaha Akibat Pembatalan Sepihak Oleh Konsumen Dalam Jual Beli Online Melalui Sistem Cash on Delivery (Studi Penelitian Di Kota Medan)."

[24] Government Regulation No. 71 of 2019; Government Regulation No. 80 of 2019; OECD, *The Role of Online Marketplaces in Enhancing Consumer Protection*; Bertolini, *Liability of Online Platforms*.

[25] Law No. 8 of 1999, art. 19; OECD, *Recommendation of the Council on Consumer Protection in E-Commerce*.

basic structure of contractual liability.[26]

The fourth consequence is invalidity of unfair standard clauses. A clause that gives the business actor or platform unlimited power to cancel after payment, denies refund, shifts all transaction risks to the consumer, or prevents consumers from using lawful dispute forums may contradict Article 18 of the Consumer Protection Law and the principle of good faith. The invalidity should be limited to the offending clause where possible, so that the main sale and purchase agreement remains enforceable if its essential elements are valid. This severability approach avoids rewarding a business actor who drafted an unfair term while preserving the consumer's substantive transaction rights.[27]

The fifth consequence is potential characterization as an unlawful act. Not every cancellation is a tort; many cancellations are ordinary breach of contract. However, cancellation may constitute an unlawful act when it is accompanied by deception, bad-faith misrepresentation, misuse of electronic systems, deliberate concealment of payment, fraudulent product listings, or conduct that violates statutory duties owed beyond the contract. The distinction matters because tort analysis may expand the circle of responsible parties and allow claims against actors who were not the direct seller but contributed to the harm through unlawful conduct or negligence.[28]

3.3 Remedies, Evidence, and Dispute Resolution

The effectiveness of legal consequences depends on the availability of remedies. In many e-commerce disputes, the immediate remedy is internal platform resolution, not court litigation. This reality does not remove statutory rights; instead, it makes platform complaint systems a critical gatekeeper for consumer protection. A fair complaint system should provide accessible submission channels, clear timelines, evidence upload, reasoned decisions, escalation procedures, and human review where automated cancellation or refund decisions are contested. Without these safeguards, the platform's internal mechanism may become an opaque private adjudication system that weakens legal certainty.[29]

Electronic evidence plays a central role. The injured party should preserve order confirmation, payment proof, chat records, product descriptions, screenshots of stock and price, cancellation notices, refund status, delivery tracking, complaint numbers, and platform-policy pages applicable at the time of transaction. Platforms should preserve system logs and decision records because they are often the only actor capable of verifying whether cancellation was initiated by the seller, buyer, algorithm, payment-risk system, or platform staff. A failure to preserve or disclose relevant electronic records may

[26] Indonesian Civil Code, arts. 1243-1246; Harahap, *Segi-Segi Hukum Perjanjian*.
[27] Law No. 8 of 1999, art. 18; Hassanah, Wahyudi, and Abdul Aziz, "Standard Clause Problems in E-Commerce Based on Indonesian Civil Law"; Munggaran, Sudjana, and Nugroho, "Perlindungan Konsumen Terhadap Pencantuman Klausula Baku Dalam Perjanjian."
[28] Indonesian Civil Code, art. 1365; Gadjong, "The Agreement of Personal Shopping Service through E-Commerce Platforms: A Case Study of Consumer Protection."
[29] OECD, *The Role of Online Marketplaces in Enhancing Consumer Protection*; Patel et al., "Online Dispute Resolution Mechanism as an Effective Tool for Resolving Cross-Border Consumer Disputes in the Era of E-Commerce."

undermine fairness and frustrate the consumer's right to prove loss.[30]

Judicial and non-judicial remedies remain available. Under the Consumer Protection Law, consumers may bring disputes through consumer dispute settlement bodies or courts, and compensation claims may be directed against business actors who refuse or fail to provide compensation. In practice, however, the small value of many e-commerce disputes makes ordinary litigation inefficient. This is why online dispute resolution, platform-level refund mechanisms, and administrative supervision are essential. A well-designed ODR mechanism can reduce transaction costs while preserving due process if it remains transparent, reviewable, and compatible with mandatory consumer rights.[31]

For sellers, especially micro and small enterprises, remedies against wrongful buyer cancellation should also be recognized. Consumer protection policy should not ignore seller losses caused by abusive cash-on-delivery refusal, fake orders, or repeated cancellation after the seller has incurred packaging and delivery costs. The appropriate response is not to weaken consumer rights, but to design balanced rules: sellers may claim reasonable and documented losses, platforms may restrict abusive accounts through transparent policies, and consumers must retain the right to cancel where the seller misrepresents goods, delays performance, or violates platform terms.[32]

Administrative oversight should support civil remedies. The Ministry of Trade's regulatory framework for PMSE creates the possibility of supervision over business licensing, advertising, guidance, and PMSE business actors. Where unilateral cancellation reflects systemic platform practices, such as delayed refunds, unclear complaint channels, or repeated unfair standard terms, individual civil remedies may be insufficient. Administrative guidance, corrective orders, and sanctions can create broader compliance incentives. This is particularly important because platforms can change default rules across millions of transactions more efficiently than courts can resolve individual cases.[33]

Based on the analysis above, this article proposes a proportional cancellation governance model. The model starts from a validity threshold: cancellation after contract formation is valid only when it is based on law, mutual agreement, impossibility not attributable to the canceling party, a fair and transparent contractual clause, or a serious breach by the counterparty. A cancellation term must be readable, accessible before the transaction, specific about grounds, and consistent with consumer protection norms. A

[30] Law No. 11 of 2008 as amended, art. 5; Government Regulation No. 71 of 2019; Morić et al., "Protection of Personal Data in the Context of E-Commerce."

[31] Law No. 8 of 1999, arts. 23 and 45; OECD, *Recommendation of the Council on Consumer Protection in E-Commerce*; Sari, "Consumer Dispute Settlement: A Comparative Study on Indonesian and Malaysian Law"; Ivanda and Rusdiana, "Urgensi Online Dispute Resolution Sebagai Bentuk Penyelesaian Sengketa Di Era Society 5.0."

[32] Rahman, "A Comparative Study of Fair Online Buying and Selling Regulations: A Legal Comparison Between Indonesia, Malaysia, and Singapore"; OECD, *The Role of Online Marketplaces in Enhancing Consumer Protection*.

[33] Minister of Trade Regulation No. 31 of 2023; Government Regulation No. 80 of 2019 on Trade Through Electronic Systems; Kementerian Perdagangan Republik Indonesia, *Kinerja Perdagangan Melalui Sistem Elektronik (PMSE) Indonesia Tahun 2025*.

vague clause stating that the platform or seller may cancel at any time for any reason should not be treated as sufficient consent.[34]

The model then requires procedural safeguards. The canceling party should provide a reason, notify the affected party promptly, preserve evidence, and identify the remedy. Where cancellation is based on suspected fraud or illegal goods, the platform may need to act immediately, but it should still provide post-cancellation explanation and review. Where cancellation is caused by seller stock failure or price error, the buyer should receive prompt refund and, where appropriate, compensation or substitute performance. Where cancellation is caused by buyer refusal, the seller should receive a fair mechanism to document loss and seek reimbursement under transparent rules.

Finally, the model differentiates liability. Seller liability is primary where cancellation is caused by inaccurate product information, stock mismanagement, refusal to deliver, or post-payment price manipulation. Buyer liability is primary where cancellation is abusive, late, or contrary to a valid order without lawful reason. Platform liability is facilitative or co-responsibility-based where the platform controls payment, cancellation logic, refund timing, evidence, complaint resolution, or misleading interface design. This differentiation prevents overgeneralization while ensuring that responsibility follows control and fault.[35]

Table 1. Normative Matrix of Unilateral Cancellation in E-Commerce Sale and Purchase

Cancellation actor	Typical ground	Legal evaluation	Main consequence
Seller	Stock unavailability, price error, refusal to deliver after payment	Generally breach if contract has formed and no lawful excuse exists	Performance, refund, compensation, invalidity of unfair clause
Buyer	Late cancellation, COD refusal, fake order	Permitted only if within valid cancellation window or based on seller breach	Liability for reasonable proven loss; account restriction if transparent
Platform	Fraud prevention, illegal goods, payment risk, system moderation	Lawful if rule-based, transparent, proportionate, and reviewable	Refund, reasoned notice, evidence preservation, possible co-liability
Any party	Force majeure or legal impossibility	May justify non-performance if requirements are proven	Release from damages, restitution where payment has been made

Source: Author's normative analysis, 2026.

[34] Law No. 8 of 1999, art. 18; OECD, *Recommendation of the Council on Consumer Protection in E-Commerce*; UNCITRAL, *Model Law on Electronic Commerce with Guide to Enactment 1996*.
[35] Tohadi et al., "Liability of Online Marketplaces for Consumer Losses in Online Transactions as Reviewed under Law Number 8 of 1999 on Consumer Protection"; Fletcher et al., "Consumer Protection for Online Markets and Large Digital Platforms."

This matrix demonstrates that cancellation governance must be actor-sensitive and remedy-oriented. The law should not pursue formalistic symmetry that treats all cancellations alike. It should instead ask who initiated the cancellation, whether the contract had formed, whether performance had begun, whether the reason was lawful, who controlled the relevant risk, whether the affected party received prompt remedy, and whether the clause used to justify cancellation survives consumer-law scrutiny. Such a model is better aligned with the realities of platform commerce than a simple classification of cancellation as either valid or invalid.

The model also supports legal reform. Indonesia's current legal framework already contains important building blocks in the Civil Code, Consumer Protection Law, Electronic Information and Transactions Law, PP 71/2019, PP 80/2019, and Permendag 31/2023. The challenge is fragmentation: each instrument addresses part of the problem, but none provides a complete cancellation protocol for platform transactions. A future reform should clarify minimum cancellation standards, refund timelines, evidence duties, platform complaint procedures, and limits on automated cancellation. These standards can be issued through ministerial guidance or incorporated into broader consumer protection reform.[36]

4. Conclusion

Unilateral cancellation of sale and purchase agreements on e-commerce platforms has significant legal consequences under Indonesian law. The electronic form of the transaction does not weaken the binding force of a valid agreement. Once the essential elements of a sale and purchase agreement are fulfilled through electronic mechanisms, the parties are bound by *pacta sunt servanda* and good faith. Consequently, unilateral cancellation after contract formation is legally acceptable only when supported by law, mutual agreement, impossibility, a fair and transparent cancellation clause, or a serious breach by the counterparty. Otherwise, it may constitute breach of contract, trigger rescission with restitution, require compensation, invalidate unfair standard clauses, or support claims based on unlawful act where statutory duties or deceptive conduct are involved.

The consequences differ according to the canceling actor. Seller cancellation after payment is generally defective where it results from stock mismanagement, price manipulation, or refusal to perform. Buyer cancellation is lawful when exercised within a valid cancellation window or caused by seller breach, but abusive refusal, particularly in cash-on-delivery transactions, may generate liability for reasonable losses. Platform cancellation may be legitimate for fraud prevention, payment risk, illegal goods, or system integrity, but it must be transparent, proportionate, reviewable, and accompanied by timely refund where payment has been made. Platform responsibility becomes

[36] Ariawan, "Regulatory Barriers to Consumer Protection in Digital Marketplaces"; Government Regulation No. 80 of 2019 on Trade Through Electronic Systems; Minister of Trade Regulation No. 31 of 2023; Novita and Santoso, "Urgensi Pembaharuan Regulasi Perlindungan Konsumen Di Era Bisnis Digital."

stronger when the platform controls payment, cancellation logic, complaint resolution, and evidence.

This article contributes a proportional cancellation governance model for Indonesian e-commerce law. The model requires a validity threshold, procedural safeguards, differentiated liability, time-bound restitution, and standard-clause control. Its limitation is that it is normative and does not empirically test actual platform compliance or consumer experiences. Future research should examine platform terms, dispute outcomes, and refund practices across major Indonesian marketplaces to assess whether existing cancellation systems comply with the principles proposed here. Nevertheless, the doctrinal framework developed in this article can assist regulators, courts, platforms, sellers, and consumers in building a fairer and more predictable digital marketplace ecosystem.

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Authors' Contribution

Marisha contributed to the conceptualization, methodology, formal analysis, investigation, resource acquisition, writing of the original draft, manuscript review and editing, supervision, and project administration. Rona Roveria contributed to the conceptualization, investigation, data curation, validation, writing of the original draft, and manuscript review and editing. Justia Afnuri contributed to the methodology, formal analysis, investigation, software, and manuscript review and editing. Ulan Dari contributed to the investigation, resource acquisition, data curation, validation, and manuscript review and editing. All authors reviewed and approved the final version of the manuscript and agreed to be accountable for all aspects of the work.

Statement of the Use of AI

The author declares that generative AI-assisted technology was utilized to enhance the organization of the manuscript, improve its readability, and refine the language. The author reviewed, verified, and approved all legal analyses, referenced sources, arguments, and conclusions to ensure their accuracy and integrity prior to submission to the journal.

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