

**TANGGUNG JAWAB MARKETPLACE TERHADAP KONSUMEN ATAS
TIDAK TERPENUHINYA PENGIRIMAN BARANG BERDASARKAN
UNDANG-UNDANG NOMOR 8 TAHUN 1999 TENTANG
PERLINDUNGAN KONSUMEN
(Studi Putusan Nomor 553 K/PDT.SUS-BPSK/2025 jo.
Putusan Nomor 50/PDT.SUS-BPSK/2024/PN IDM)**

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ABSTRAK

Transaksi melalui *marketplace* memberikan kemudahan bagi konsumen, namun dalam praktiknya masih ditemukan permasalahan berupa tidak terpenuhinya pengiriman barang yang berpotensi menimbulkan kerugian. Penelitian ini mengkaji tanggung jawab *marketplace* terhadap konsumen serta bentuk perlindungan hukum berdasarkan Undang-Undang Nomor 8 Tahun 1999 tentang Perlindungan Konsumen (UUPK) dengan studi pada Putusan Mahkamah Agung Republik Indonesia Nomor 553 K/Pdt.Sus-BPSK/2025 jo. Putusan Pengadilan Negeri Indramayu Nomor 50/Pdt.Sus-BPSK/2024/PN Idm. Metode penelitian yang digunakan adalah yuridis normatif melalui pendekatan perundang-undangan dan pendekatan kasus, dengan data sekunder yang diperoleh dari studi kepustakaan dan dianalisis secara kualitatif. Hasil penelitian menunjukkan bahwa PT Tokopedia dapat dikualifikasikan sebagai pelaku usaha karena mengendalikan mekanisme pembayaran, alur informasi status pesanan, serta penanganan komplain dan *refund*. Namun, pemulihan hak konsumen tidak diberikan sesuai tenggat waktu sebagaimana ketentuan Pasal 19 UUPK sehingga perlindungan preventif melalui mekanisme internal *platform* tidak terpenuhi. Pemenuhan hak konsumen pada akhirnya diperoleh melalui penyelesaian sengketa di BPSK dan peradilan.

Kata Kunci: Tanggung Jawab, Pelaku Usaha, Perlindungan Konsumen.

***Legal Responsibility of Marketplaces for Consumer Losses Due to Non-Delivery
of Goods Under Law Number 8 of 1999
(Case Study of Supreme Court Decision Number 553 K/PDT.SUS-BPSK/2025
jo. District Court Decision Number 50/PDT.SUS-BPSK/2024/PN IDM)***

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ABSTRACT

Transactions conducted through marketplaces provide convenience for consumers; however, in practice, problems such as the non-fulfillment of goods delivery are still found and may cause consumer losses. This study examines the liability of marketplaces toward consumers and the forms of legal protection based on Law Number 8 of 1999 on Consumer Protection (UUPK), with a case study of the Supreme Court Decision of the Republic of Indonesia Number 553 K/Pdt.Sus-BPSK/2025 in conjunction with the Indramayu District Court Decision Number 50/Pdt.Sus-BPSK/2024/PN Idm. The research method employed is normative juridical research using a statutory approach and a case approach, with secondary data obtained through library research and analyzed qualitatively. The results show that PT Tokopedia can be classified as a business actor because it controls the payment mechanism, the flow of order status information, as well as complaint handling and refund procedures. However, the restoration of consumer rights was not provided within the time limit as stipulated in Article 19 of the UUPK, so preventive protection through the platform's internal mechanism was not fulfilled. Ultimately, the fulfillment of consumer rights was obtained through dispute resolution at the Consumer Dispute Settlement Agency (BPSK) and the courts.

Keywords: *Liability, Business Actors, Consumer Protection.*