

## Impact of Unrealized Refunds on the Tokopedia Application

Nanda Dwi Rizkia<sup>1</sup>  
Universitas Nasional

Hardi Fardianysah<sup>2</sup>  
STIH Dharma Andigha Bogor

Correspondence : Nanda Dwi Rizkia (nandadwirizkia.law@gmail.com)

### Abstract

In the practice of online buying and selling, issues frequently emerge such as the purchase of apparel products with photographs being promoted that do not match the color, size, and quality of the buyer's order. These variables are among the many causes of cancellations that are the subject of this research. Buyers who feel disadvantaged may be vulnerable to business actors' compensation and sanctions, which eventually leads to a lack of mutual understanding and a lack of conformance between the qualities or criteria of the items that the seller conveys to the buyer. The author of this study used a field research approach known as direct research, which is qualitative research using data from interviews and written materials that are obtained from the field. The study's findings indicate that: Due to errors made by business actors, refund rights for online purchases and sales on the Tokopedia app arise. Customers are dissatisfied when they receive goods that do not match and contain elements of gharar. As long as the goods are used in compliance with the guidelines provided by the Tokopedia Application, the buyer's use of the goods will serve as payment for the duty to replace the items that were sold to him in the event of damage or loss.

**Keywords:** Tokopedia, transaction, and refund

### Introduction

If a seller and a buyer cross paths in a real market, then they do so virtually using a marketplace application. A marketplace is a platform, which is a container for websites, apps, and/or other internet-based content services that are utilized to facilitate commerce through electronic systems and/or promote engagement (Fardiansyah et al., 2022). In this instance, the platform provider connects merchants and buyers in the application to facilitate online trading by acting as an intermediary (Fardiansyah, 2020).

In addition to searching for specific goods that are hard to get in conventional markets, the marketplace can be used to buy credit, pay other bills, and purchase airline tickets. Retail sales have surged due to the existence of online trade center companies like Tokopedia. National retail sales have increased as a result of studies undertaken by the University of Indonesia's Institute for Economic and Community studies (LPEM), Tokopedia.

Following the creation of an agreement, rights and obligations will follow. An electronic agreement or contract is deemed lawful if it satisfies the requirements listed in Article 1320 of the Civil Code, which include the presence of an agreement between the two parties, their competence or maturity, the agreement's object, and the agreement's halality. and does not contravene any relevant laws. The agreement may be canceled or declared legally void if this is not done.

According to the Minister of Communication and Informatics' Circular Letter Number 5 of 2016 regarding Limitations of Responsibilities of Platform Providers for Trading Traders through Electronic Commerce Systems in the form of User Generated Content (Letter B),

platform providers are required to take action on complaints or reports about content and to provide reporting facilities that can be used to submit complaints regarding content that is prohibited on the UGC platform that they manage (Fardiansyah et al., 2022).

Additionally, Government Regulation Number 80 of 2019 concerning Trading via Electronic Systems states that business actors have obligations to have, include, or convey a clear legal subject identity in PMSE. It also states what conditions and guarantees apply to the goods and/or services being traded, including The electronic system that is being deployed is appropriate for its functional attributes and transactional purpose.

It is required of business actors to offer consumer complaint services. The address and phone number for complaints, consumer complaint procedures, complaint follow-up mechanisms, personnel skilled in processing complaint services, and the duration of problem-solving are all included in these complaint services. Users should have read the terms and conditions of each marketplace, as they outline the marketplace's liability for transactions completed by application users. The rights of customers are outlined in Law No. 8 of 1999 concerning Consumer Protection, Article 4. Thus, it is necessary to take into account consumers' rights when conducting business in the marketplace.

A mismatch between the advertisement and the actual product, damage to the goods upon receipt, defective goods, or the seller or marketplace breaking the agreement so that complaints are made by customers owing to the losses they incur are common issues that frequently arise in online buying and selling transactions. Each party to an agreement has certain rights and obligations, and if one of the parties breaches the agreement, that party is considered to be in default.

Purchasing and selling refers to a voluntary agreement between two parties to exchange valuable items, whereby one party obtains the items and the other party receives them in compliance with the terms of the agreement. A legitimate sale and purchase agreement is one in which the buyer and seller have reached a mutual understanding regarding the items and price. Specifically, the parties must agree on the price and the goods that are the subject of the sale and purchase (Fardiansyah et al., 2022). Even though the items haven't been delivered or the price hasn't been paid, buying and selling is seen as having taken place between the seller and the customer as soon as they've agreed on the goods and price (Kushendar et al, 2021).

In the event that one party fails to fulfill its obligations as agreed upon by the parties, for example, the seller fails to fulfill his obligations by sending goods that are inappropriate or damaged, the buyer may demand accountability from the business actor in the form of a refund or replacement of comparable goods or services. It is the duty of business actors to provide compensation for harm, pollution, and losses suffered by consumers as a result of using goods or services that are produced or traded.

If the items are not as described by the vendor or if there are problems in the condition of the goods that do not meet the conditions that were agreed upon by both parties, buyers are entitled to a refund (Fardiansyah, 2022). In essence, though, this refund system is unclear because, as the above problem indicates, the goods that are to be reimbursed have also been rejected in full by the buyer on the grounds that the goods sent are not appropriate, and the funds that have been promised to be returned have not yet been credited to the buyer's account with an explanation. Therefore, the buyer bears all of these losses.

When customers feel well-served or delighted with their transactions, they may become addicted to online shopping and continue to make comparable purchases on the same website. Customers frequently have curiosity about visiting different e-commerce websites. The fundamental element of an internet transaction is truly trust, or mutual trust.

The custom of in-person transactions is superseded by this trust. It won't become apparent to the person that this trust has been eroded until they eventually encounter a personal issue brought on by an internet transaction. Even more terrible is their discovery of the issue with Indonesian law enforcement in relation to fraud cases and online buying lawsuits that do not support the customer. The purpose of

this study is to determine the obligations of Tokopedia market participants in terms of refund returns, based on the aforementioned issues.

## Methods

In order to comprehend business players' responsibilities in the Tokopedia Marketplace for unrealized reimbursements from the standpoint of sharia economic law compilation, this research employs a qualitative methodology and a case study design. The business actors involved in unrealized refunds who operate on the Tokopedia Marketplace serve as the study's research subjects. The interview guide served as a tool for the study. The opinions and experiences of business actors about situations of unfulfilled reimbursements on the Tokopedia Marketplace were gathered through interviews.

Qualitative analysis is the method of data analysis employed in this study. In order to fully comprehend the obligations of business actors in the Tokopedia Marketplace for unrealized reimbursements, data gathered from interviews was reduced and organized for analysis.

## Results and Discussion

### **The explanation for why reimbursements on the Tokopedia marketplace are not realized**

Refunds on the Tokopedia e-commerce platform are not achieved for a number of reasons, according to the findings of respondent interviews. First off, a lack of transparency in the refund procedure between customers and sellers is one of the reasons refunds are not fulfilled. There are disagreements over the refund policies that are in effect on Tokopedia or there are communication problems between customers and sellers regarding the refund procedure. Because the vendor and the customer have differing perspectives on the refund procedure, this circumstance may arise. Aside from that, the seller's ignorance of the proper method for refunding might also be a reason in refunds not being realized. This can be the result of the seller's inexperience or ignorance with handling returns on Tokopedia. The refund cannot be processed correctly if the seller is unaware of the procedures that need to be followed.

To calculate the refund value in online transactions involving purchases and sales, the most relevant metric to utilize is the absence of losses for either party. The predetermined price for the items does not negatively impact the user, and as a customer, you do not subjugate the seller's right to profit. If any of the requirements are not fulfilled—for example, by showing images of products that are defective, missing, or incomplete, or if the product is incorrect or an imitation—refunds will not be given. Customers who unbox the goods they receive must attach images or videos in order to request a refund, providing evidence that damage to the goods has existed since it was packaged and shipped to the customer.

Therefore, it can be said that Tokopedia and the seller will be in charge of any returns of merchandise and money. This directly relates to the terms and conditions that Tokopedia has created. The seller will pay the return shipping charges and issue a refund based on the basic delivery option that the customer selected. In accordance with the shipping service's standard operating procedure, the nominal shipping fees have been mentioned in the discussion above. Nevertheless, the experiences of other users who suffered because of the Tokopedia app demonstrate how poorly the refund policy is enforced.

### **Unrealized Refunds' Effect on Tokopedia's Marketplace**

Refund policies vary from company to company. There is currently no technical regulation of the process used to compensate customers for refunds in online sales. For instance, e-commerce businesses typically have a refund policy in place when the buyer has not received the goods, when the goods are damaged upon delivery, when the seller sends goods that do not meet the agreed-upon specifications (the buyer purchased the incorrect goods), when the goods are received and do not match the description, when buyers have paid in excess of what is required, and when sellers are unable to complete orders (Torong, 2021).

The seller requested time to wait but was concerned that the refund would not be given if the Tokopedia guarantee expired. The buyer then filed a second complaint with Tokopedia due to the mismatch between the goods in the package and the contents of the package, submitting it again with proof. Because the ordered products have already passed the date of receipt, the buyer nevertheless receives a refund. The Tokopedia team did, however, process the refund right away when it was received, albeit it was unclear when it would be issued. In order to evade the 7-day Tokopedia guarantee period, the Tokopedia Team purposefully postponed the return, purposefully sending a delayed and unrealized email with return receipt details.

### **Business Actors' Unrealized Liability for Refunds in the Marketplace Shop**

The duties that tie business actors' activities together include their responsibilities. what's known as product liability. "Product liability is a legal responsibility of a person or entity that produces a product from a person or entity that produces a product or distributes the product." The following forms the foundation for holding business actors accountable to customers: the existence of a duty of care to safeguard the interests of others and the existence of negligence, which is defined as behavior that deviates from legal requirements. The existence or lack of faults is no longer questioned by the principle of absolute accountability, since business actors bear direct responsibility for losses brought on by faulty products. When consumers suffer losses as a result of using a product, corporate actors are held accountable and are required to make up for these losses (Fardiansyah, 2023).

### **Conclusion**

The research concludes that business actors in the Tokopedia marketplace bear responsibility for refunds that are not realized from a perspective of sharia economic law compilation. Specifically, the buyer has the option to return goods and funds if the goods are received under the following circumstances: The product is partial or empty; it is not original; it does not perform as intended; it differs from the description or advertisement published; it did not arrive. (For instance, if a product has missing or incomplete parts.) Incorrect product: when the product is delivered in a different size, color, or with damage like dents, scratches, or cracks. Defective product: when the product is delivered with damage like these.

This online buying and selling on Tokopedia is a fake (damaged) sale if the refund system is connected to contracts governed by sharia economic law. The issue is that customers can no longer fully exercise their rights to get items that should be received in excellent condition and to demand a refund equal to the amount they paid for the goods. when the terms and conditions outlined in the Tokopedia application are not followed when returning items and money. Therefore, in actuality, the contract is void since the buyer's willingness to accept defective products and the seller's integrity in dealing, as required by muamalah fiqh, are not met, which are the legal requirements for the sale and purchase.

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