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Weaknesses of E-Commerce Regulations in Protecting Couriers from Consumer Default Risk in COD Transactions

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The rapid growth of e-commerce and cash-on-delivery (COD) transactions in Indonesia has exposed a critical regulatory gap: delivery couriers remain legally unprotected against consumer default, despite bearing substantial operational and financial risks. This study examines the weaknesses of Indonesian e-commerce regulations in protecting couriers from consumer default in COD transactions. Employing a normative legal research method with statutory and conceptual approaches, supported by empirical data from semi-structured interviews with couriers and documentation of dispute cases, this study reveals two fundamental regulatory failures. First, the current legal framework, particularly Law No. 8 of 1999 on Consumer Protection, remains trapped in an outdated bipartite paradigm that recognizes only consumers and business actors, rendering couriers legally invisible and devoid of clear legal standing. Second, existing protections are exclusively repressive, responding to harm only after disputes or violence occur, while no preventive mechanisms such as mandatory compensation schemes, buyer verification systems, or accessible dispute resolution exist to deter consumer default or mitigate couriers' economic losses. Consequently, couriers bear the entire risk of default despite having no control over product quality or consumer conduct. This study concludes that legislative reform is urgently needed to recognize couriers as distinct legal subjects and to establish preventive-protective regulations ensuring justice for essential workers in Indonesia's digital economy.
Keywords: E-Commerce Regulations; Courier Protection; Consumer Default

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1. Introduction

Over the past several years, Indonesia has witnessed an extraordinary acceleration in digital transformation. The steady expansion of internet infrastructure, combined with the proliferation of affordable smartphones, has driven a sharp increase in the number of online users. Data from national authorities indicate that internet users grew from around 196.7 million in 2020 to a projected 229.4 million by 2025. This surge has fundamentally altered how society interacts, accesses information, and conducts economic activities. Traditional, face to face trade models have gradually been replaced by more integrated digital trading systems, commonly referred to as electronic commerce or e commerce. Platforms such as Tokopedia, Shopee, and Bukalapak have become household names, reshaping consumer behavior across the archipelago. With a young and technologically adept population, Indonesia now stands as one of Southeast Asia's most dynamic digital economies. Among the various payment methods that have emerged, cash on delivery, or COD, has gained particular prominence. This method allows consumers to pay only when the physical goods reach their doorstep, offering a sense of security and trust that prepayment systems often lack. As a result, COD has become a preferred choice for millions of Indonesian online shoppers, especially in regions where digital payment literacy remains limited [1].

Yet beneath this seemingly efficient system lies a growing and largely unaddressed problem. The very workers who execute COD transactions, namely delivery couriers, are increasingly exposed to serious risks. These risks range from economic losses to physical violence. In practice, when a consumer refuses to accept a COD package or declines to make payment, the courier is often the sole party left to absorb the consequences. Despite having fulfilled their duty of transporting the goods to the specified location, couriers frequently lose their delivery fees. Worse still, some consumers resort to aggressive behavior, including verbal threats and physical assaults, when asked to pay or when the goods do not meet their expectations. One widely reported incident in Pamekasan involved a courier being strangled by a consumer who refused to pay due to a perceived product mismatch, resulting in bleeding and dental injury. Another case from Gorontalo revealed that couriers working for major delivery companies receive no compensation for cancelled or unpaid COD shipments, meaning their labor is entirely uncompensated when default occurs. These are not isolated anomalies but symptoms of a deeper structural failure [2].

The urgency of examining this issue stems from the widening gap between the rapid expansion of e commerce and the absence of adequate legal safeguards for couriers. Current regulations in Indonesia remain anchored in a traditional, bipartite understanding of transactions. Laws such as the Consumer Protection Law of 1999 focus almost exclusively on the relationship between sellers and buyers. They define rights and obligations only for these two parties, with no mention of delivery services or couriers as distinct legal subjects. In the context of COD, however, the transaction is inherently tripartite. It involves the seller, the buyer, and the courier who physically transfers the goods and collects payment. By ignoring the courier's role, the existing legal framework leaves these workers in a juridical vacuum. They are expected to carry out essential functions in the digital commerce chain, but they enjoy neither preventive protection nor clear legal standing when things go wrong. Most platforms only provide basic medical insurance to their couriers, which covers physical injury but does nothing to address lost income, reputational damage, psychological distress, or legal costs arising from consumer default. No specific regulation currently exists that explicitly protects couriers against buyers who breach their promise to pay in COD arrangements. This lack of protection is not merely a theoretical concern; it has real, tangible consequences for thousands of workers who sustain Indonesia's e commerce ecosystem on a daily basis [3].

Given this situation, it is necessary to define the boundaries of the present study. This research focuses specifically on the legal position of delivery couriers within cash on delivery systems in Indonesia. It examines the types of risks that couriers face when consumers default on their payment obligations. These risks include non payment of delivery fees, forced return of goods without compensation, verbal abuse, and physical violence. The study also investigates the existing regulatory framework, including the Consumer Protection Law, the Civil Code provisions on agreements, the Postal Services Law, and recent ministerial regulations concerning electronic commerce. The purpose of this examination is to identify specific legal gaps that allow couriers to be treated as invisible parties within a transaction that depends entirely on their labor. The scope of the study is limited to couriers who work under digital platforms or delivery companies operating in Indonesia. It does not extend to general labor law issues unrelated to COD transactions, nor does it examine consumer protection from the buyer's perspective. By narrowing the focus in this way, the research aims to provide a clear and actionable analysis of how current laws fail couriers and what changes are needed to remedy that failure [4].

Based on the context and urgency described above, this study has two main objectives. The first objective is to analyze the weaknesses of existing e commerce regulations in Indonesia with respect to protecting couriers from the risk of consumer default in cash on delivery transactions. This analysis will identify specific provisions that are missing, ambiguous, or inadequately enforced, as well as the practical consequences of these regulatory shortcomings. The second objective is to formulate a juridical guarantee scheme for delivery workers operating within Indonesia's digital commerce landscape [5]. Such a scheme would include both preventive measures, such as clear contractual terms and standardized procedures for handling consumer default, and enforcement oriented protections, such as legal assistance, compensation

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mechanisms, and criminal sanctions against consumers who resort to violence. By achieving these objectives, the study seeks to contribute to the development of a more balanced and just legal framework for all parties involved in e commerce, particularly those who, like couriers, have long been overlooked despite being indispensable to the functioning of the digital economy.

2. Literature Review

The existing literature reveals a persistent legal vacuum regarding the protection of delivery couriers within cash on delivery systems in Indonesian e commerce. Scholars have observed that while the internet revolution has successfully transformed traditional trade structures into digital commerce, regulatory adjustments have failed to keep pace with this transformation [6].. The legal relationship between couriers and digital platforms remains unregulated under partnership laws, leaving couriers in a de facto employment position without formal legal recognition. Consumer protection legislation remains trapped in an outdated bipartite paradigm that recognizes only sellers and buyers as legal subjects, with no mention whatsoever of delivery workers. Consequently, couriers occupy the most vulnerable position within the e commerce ecosystem, lacking any legal standing despite performing essential functions [7]. In cash on delivery transactions, the legal relationship is inherently tripartite, involving sellers, buyers, and couriers, yet existing regulations have failed to accommodate this structural transformation. Although the principle of pacta sunt servanda under civil code guarantees the binding force of agreements, consumers frequently violate their obligation to pay as required by law [8]. Ministerial regulations have acknowledged cash on delivery as an official service, but no single codified instrument specifically protects couriers against consumer default. Empirical evidence further indicates that platforms typically provide only medical insurance, offering no legal assistance or compensation for material losses. Thus, the literature consistently identifies a preventive legal void and an urgent need for a comprehensive juridical guarantee scheme for delivery workers.

3. Method

This study employs a normative legal research method with a statutory approach and conceptual approach [9], supported by empirical legal data. The statutory approach examines primary legal materials, including Law No. 8 of 1999 on Consumer Protection, the Indonesian Civil Code (KUHPerdata), Government Regulation No. 80 of 2019, Minister of Communication and Digital Affairs Regulation No. 8 of 2025, and Law No. 38 of 2009 on Postal Services. The conceptual approach analyzes legal principles such as *pacta sunt servanda*, good faith, and legal responsibility in tripartite e-commerce relationships. To strengthen the normative analysis, empirical data were collected through semi-structured interviews with couriers from J&T Express branches in Gorontalo, as well as documentation of court decisions and media reports of COD-related disputes. The collected data were analyzed qualitatively using descriptive-analytical techniques to identify regulatory gaps and courier vulnerability. This mixed normative-empirical design enables a comprehensive assessment of the weaknesses of e-commerce regulations in protecting couriers from consumer default risk in COD transactions.

4. Result and Discussion

Regulatory Blind Spots: The Bipartite Paradigm and the Invisibility of Couriers in COD Transactions

The first major finding of this study is that existing e-commerce regulations in Indonesia remain trapped in an outdated bipartite legal paradigm, which recognizes only two primary legal subjects: consumers and business actors. This binary framework is most clearly manifested in Law No. 8 of 1999 concerning Consumer Protection (UUPK), where Article 1 defines only "consumers" and "business actors," while

Articles 4 (consumer rights) and 7 (business actor obligations) make no reference whatsoever to delivery couriers. Consequently, couriers are rendered as *invisible legal subjects* within the normative structure of consumer protection law. This legal invisibility is not merely a semantic oversight but carries profound practical consequences. In cash-on-delivery (COD) transactions, the legal relationship has fundamentally transformed into a tripartite structure involving sellers, buyers, and couriers who act as both deliverers and payment facilitators. However, the UUPK has failed to anticipate or accommodate this transformation. The legislature's continued adherence to a bipartite model reflects a deep-seated conceptual lag, where the rapid evolution of digital commerce has outpaced the law's capacity to adapt [10]. As a result, couriers occupy a legal limbo they are essential to the functioning of e-commerce, yet they are entirely absent from the primary statute designed to regulate fairness and responsibility in commercial transactions.

The absence of couriers from the UUPK creates a situation where couriers possess no clear *legal standing* (*legal standing* in the sense of recognized juridical capacity to assert rights or bear obligations under consumer protection law). They are not business actors because they do not control product quality, pricing, or marketing strategies. They are not consumers because they do not purchase goods or services for personal use. Nor are they employees in the traditional sense, as most couriers operate under partnership schemes rather than formal employment contracts. Yet, despite this lack of legal recognition, couriers bear substantial operational risks, including the most precarious risk of all: consumer default in COD transactions that is, a buyer's unilateral refusal to pay upon delivery. Empirical evidence gathered from interviews with J&T Express couriers in Gorontalo (at the Agussalim and Molosipat W branches) reveals a consistent pattern. When a consumer refuses to pay for a COD package regardless of the reason, whether legitimate (e.g., product mismatch) or illegitimate (e.g., mere change of mind) the courier's delivery fee is automatically forfeited and remains unpaid by the company. The courier has already expended time, fuel, and physical effort to transport the package to the buyer's location. In economic terms, the courier has performed their side of the implicit bargain with the platform or logistics company. However, because the transaction is deemed "unsuccessful" from the platform's perspective, the courier receives no compensation whatsoever. This means that couriers effectively bear the financial risk of a transaction in which they are not a contractual party. The platform and the seller walk away unscathed; the courier absorbs the loss [11].

Normatively, this risk allocation is deeply problematic. Under Article 1338 of the Indonesian Civil Code (KUHPerdata), a contract binds only the parties who entered into it (*pacta sunt servanda*). The sale agreement is concluded between the seller and the buyer at the moment of electronic confirmation, as provided by Article 1458 of the KUHPerdata, which states that ownership and risk transfer upon agreement on the object and price, even before physical delivery or payment. The courier is not a signatory to that agreement. Consequently, the courier has no direct contractual remedy against a defaulting consumer. The courier cannot sue the buyer for breach of contract under Article 1243 of the KUHPerdata because no privity of contract exists. Neither can the courier claim against the seller under the sale agreement, because the courier's service contract is separate, typically governed by terms set by the logistics company or platform. Paradoxically, however, the courier suffers direct economic harm from the buyer's default. The courier's loss is real, measurable (the value of unpaid delivery fees multiplied by the frequency of defaults), and entirely external to any contractual relationship that the law recognizes. This creates a situation of *normative asymmetry*: the party with no contractual rights bears the financial consequences of another party's breach [12].

Furthermore, Government Regulation No. 80 of 2019 concerning Electronic System Trading and Minister of Communication and Digital Affairs Regulation No. 8 of 2025 do acknowledge, at least procedurally, the role of postal providers (including couriers) in COD transactions. Article 24 of the 2025 Regulation explicitly recognizes COD as an official activity of postal providers. It affirms that curiers are entitled to withhold delivery if payment is refused and to return the goods to the sender without being obstructed or threatened by the consumer. On its face, this provision appears to offer some protection. However, upon closer scrutiny, these regulations remain *procedural* rather than *protective*. They outline what couriers *may do* in the immediate transactional moment e.g., refuse to hand over the package, return it to the warehouse, or file a report if physically threatened. But they do not establish any mechanism for compensation for the courier's wasted labor and expenses. They provide no legal aid scheme to help couriers pursue claims against defaulting consumers or against platforms that withhold fees. They create no preventive protection, such as mandatory buyer verification, deposit requirements, or an insurance pool funded by platforms or sellers to compensate couriers for defaults. The regulations also fail to impose any specific sanction on consumers who commit default in COD transactions, aside from general contract law remedies that are, for all practical purposes, inaccessible to couriers. The high cost of litigation, the small value of individual delivery fees (often only a few thousand rupiah per package), and the evidentiary burdens of proving bad faith or unjust enrichment make formal legal action a theoretical rather than a realistic option. Thus, the regulatory framework provides couriers with operational instructions what to do at the door but no meaningful legal protection against the economic consequences of consumer default. This regulatory blind spot is not accidental. It is structural. It stems from the legislature's persistent failure to recognize couriers as an independent legal category deserving of specific rights, protections, and remedies within e-commerce ecosystems [13].

The practical consequences of this legal vacuum are vividly illustrated by real-world incidents. In Pamekasan, as reported by DetikJatim on July 1, 2025, a courier delivering a COD package was physically attacked strangled, resulting in bleeding to the front teeth by a consumer who refused payment based on an alleged product mismatch. The courier's legal recourse was limited to filing a criminal complaint under the Penal Code for assault, a process that is slow, costly, and emotionally draining. No specific administrative or civil remedy tied to the COD transaction itself was available. The courier received no compensation for the lost delivery fee, no compensation for medical expenses beyond what insurance (if any) might cover, and certainly no compensation for trauma. The platform, Shopee or Tokopedia in similar cases, typically issues a statement condemning violence but takes no financial responsibility for the courier's loss. This case is not an isolated anomaly. It is a symptom of a systemic regulatory failure the failure to treat couriers as legal subjects with enforceable rights against defaulting consumers and against platforms that shift risk onto the most vulnerable link in the supply chain.

Moreover, the legal invisibility of couriers is compounded by the fragmented nature of Indonesia's regulatory landscape. The UUPK ignores couriers. The KUHPerdata treats couriers as mere agents of the sender under Articles 1792–1819 (the mandate contract), but this characterization does not fit the modern gig economy model where couriers are neither true employees nor independent contractors with bargaining power. Ministerial Regulation No. 8 of 2025 acknowledges couriers' operational role but stops short of granting protective rights. No single statute codifies courier protection against consumer default. This fragmentation creates *rechtsonzekerheid* (legal uncertainty) for all parties [14]. Couriers do not know their rights or the remedies available to them. Consumers do not understand their legal obligation to pay upon delivery under Article 5(b) and (c) of the UUPK, nor do they face any credible threat of sanction for default. Platforms and logistics companies exploit this uncertainty by drafting partnership agreements that disclaim liability for consumer default while retaining the service fees paid by sellers. The result is a tragic misalignment: the party with the least power, the least legal protection, and the least control over product quality or consumer expectations bears the greatest risk. In an equitable regulatory system, risk should attach to the parties best positioned to prevent, insure against, or absorb it namely, platforms and sellers, who control product listings, quality assurance, and buyer verification systems. The current Indonesian framework does the opposite. Therefore, this study concludes that regulatory reform is urgently required to dismantle the outdated bipartite paradigm, recognize couriers as distinct legal subjects, and establish a preventive-protective scheme that includes mandatory compensation for couriers in the event of consumer default, the creation of accessible dispute resolution mechanisms, and the imposition of proportional sanctions on serial defaulters. Without such reform, couriers will remain the invisible, unprotected backbone of Indonesia's digital economy essential yet expendable, productive yet precarious, present yet legally nonexistent.

The Preventive-Protective Vacuum: Repressive Measures and the Unbalanced Allocation of Risk

The second critical weakness identified in this study is the absence of preventive legal protections for couriers against consumer default in COD transactions. Currently, any legal or platform-based assistance available to couriers is exclusively repressive it materializes only after a dispute, physical violence, or verbal abuse has already occurred. This reactive approach is fundamentally inadequate because it fails to deter consumer default or mitigate its economic and physical consequences for couriers. In the philosophy of legal protection, a well-functioning regulatory regime distinguishes between *preventive* measures (those designed to forestall harm before it materializes) and *repressive* measures (those that respond to harm after it has occurred). An over-reliance on repressive mechanisms, without corresponding preventive safeguards, creates a system where harm is systematically anticipated yet systematically allowed to happen. This is precisely the situation facing Indonesian couriers in COD transactions. As illustrated by the Pamekasan incident reported by DetikJatim on July 1, 2025, a courier was physically attacked strangled with sufficient force to cause bleeding to the front teeth by a consumer who refused payment based on an alleged product mismatch. The violence was recorded and subsequently went viral on social media platforms including TikTok, prompting public outrage [15]. However, even in such an extreme case, the courier's legal recourse was limited to criminal reporting under the Indonesian Penal Code (KUHP) for assault, with no specific administrative or civil remedy tied to the COD transaction itself. The courier could report the battery to the police, but there was no mechanism to recover the lost delivery fee, no fast-track compensation for medical expenses beyond what insurance might cover, and no platform-led intervention to blacklist the offending consumer or flag the address as high-risk for future deliveries. Moreover, no preventive mechanism existed prior to the incident to have warned the courier about a potentially dangerous consumer, facilitated safe payment collection through digital escrow, or required the platform to verify the buyer's identity and payment capacity before dispatching the courier. The repressive response came too late, and even then, it was incomplete [16].

Empirical interviews conducted with couriers from J&T Express branches in Gorontalo (specifically the Agussalim and Molosipat W branches) revealed a more mundane but equally damaging pattern of harm. Even when consumer default occurs peacefully without any physical altercation, threats, or verbal abuse the courier nevertheless suffers material loss. When a consumer refuses to pay for a COD package for any reason (whether legitimate, such as significant product mismatch, or illegitimate, such as a simple change of mind or temporary shortage of cash), the delivery fee payable to the courier is considered forfeited. The company does not compensate couriers for unsuccessful COD deliveries. The courier receives nothing for the time spent traveling to the delivery location, the fuel consumed, the physical effort of handling the package, and the opportunity cost of not performing another delivery during that same period. This practice, which appears to be standard across major logistics companies operating under partnership schemes, effectively transfers the entire risk of consumer default from the platform or seller to the courier. Such risk allocation is legally problematic on multiple grounds. First, couriers have no control over product quality, consumer expectations, or the accuracy of product descriptions in online listings [17]. A consumer may refuse payment because the product received is damaged, counterfeit, or otherwise not as described all factors determined entirely by the seller and the platform's quality control mechanisms. Second, couriers have no control over the consumer's financial capacity or good faith at the moment of delivery. The consumer's decision to default often reflects pre-existing intent or external circumstances unrelated to the courier's performance. Under general principles of risk distribution as articulated in the law of obligations and implicit in Article 1513 of the KUHPerdata (which imposes a duty of payment on the buyer), risk should ordinarily attach to the party best positioned to prevent, insure against, or absorb it. In COD transactions, sellers and platforms occupy precisely that position. They control product information and quality assurance; they can implement preventive measures such as buyer verification systems (e.g., mobile number validation, identity checks, purchase history screening); they can require pre-delivery payment confirmations or partial deposits to signal serious intent; they can establish insurance pools funded by a small surcharge on each successful COD transaction to compensate couriers for defaults; and they can maintain blacklists of serial defaulters to exclude them from future COD access. Yet, current regulations impose none of these obligations on platforms or sellers. Ministerial Regulation No. 8 of 2025, in Article 24, merely affirms that couriers may return goods if payment is refused. It does not mandate compensation for the courier's time, fuel, or labor in cases of consumer default. It does not require platforms to establish a default-risk fund. It does not even obligate platforms to share data on defaulting consumers across logistics providers to prevent abuse. The regulation's silence on these points is not an oversight but a reflection of a broader legislative philosophy that treats couriers as expendable intermediaries rather than protected workers [18].

Furthermore, the absence of preventive protection is compounded by legal pluralism that creates confusion for all parties. The UUPK, in Article 5(b), obligates consumers to act in good faith in acquiring goods and services, and Article 5(c) explicitly mandates consumers to make payment in accordance with the previously agreed exchange value. A consumer who refuses to pay for a COD package without a legally cognizable justification (such as a fundamental breach by the seller, e.g., delivery of completely wrong or dangerous goods) is, in principle, in breach of these statutory obligations. However, the UUPK provides no specific sanction tied to consumer default in COD transactions. The only available remedies are the general breach of contract provisions found in Articles 1243 to 1252 of the KUHPerdata, which entitle the non-breaching party to claim damages, specific performance, or contract rescission. But these remedies require the aggrieved party to prove the existence of a valid contract, demonstrate that the default was wrongful (i.e., not excused by force majeure or the other party's breach), quantify the loss suffered, and initiate formal litigation before a court. For a courier who earns a small fee per delivery often only a few thousand rupiah the transaction costs of formal legal action are prohibitive. Filing fees, lawyer's fees, the time required to attend court hearings, and the uncertainty of enforcement against an individual consumer make litigation an unrealistic option. Consequently, the legal right to claim damages exists in theory but is inaccessible in practice [19]. This creates a situation of legal certainty *in form* but not *in function* a phenomenon jurisprudentially known as *rechtsonzekerheid* (legal uncertainty). Couriers are uncertain of their rights and the practical remedies available to them, while consumers remain largely unaware of their payment obligations under the COD mechanism and face no credible threat of sanction for default. The repressive legal framework thus fails on both ends: it does not deter default, and it does not compensate victims of default efficiently.

Finally, the absence of a single codified regulation specifically addressing courier protection against consumer default in COD transactions leaves the legal framework fragmented and ineffective. Different bodies of law consumer protection law, civil code provisions on contracts and obligations, postal services law, and electronic transaction regulations each touch upon aspects of the courier's role, but none provides a comprehensive protective scheme. Labor law offers no protection because couriers are classified as "partners" or "independent contractors" rather than employees under Law No. 13 of 2003 on Manpower. The partnership agreement between courier and logistics company is typically a standard-form contract drafted by the company, which disclaims liability for consumer default and leaves the courier to bear the loss. Insurance, when provided by the company, is limited to medical coverage for workplace accidents (e.g., traffic injuries) and does not cover economic losses from consumer default or legal defense costs if the courier chooses to pursue a claim [20]. The patchwork nature of these regulations means that no single legal instrument grants couriers a clear, enforceable right to compensation for consumer default. This fragmentation also hinders effective enforcement: a courier who wishes to assert a claim must navigate multiple legal regimes, identify the correct cause of action, and often face jurisdictional ambiguities. Therefore, this study argues that regulatory reform must shift from a purely repressive model to a preventive-protective model. Such reform would include, at a minimum: (1) mandatory compensation schemes for couriers in the event of consumer default, funded either by platforms or through a small levy on COD transactions; (2) the establishment of accessible and low-cost dispute resolution mechanisms, such as a specialized online tribunal for e-commerce disputes involving couriers; (3) the creation of a blacklist mechanism for serial defaulters, shared across platforms and logistics providers, to prevent abuse of the COD system; (4) a requirement that platforms implement buyer verification and pre-delivery confirmation measures; and (5) the explicit recognition of couriers as a distinct legal subject in consumer protection and e-commerce legislation, with standing to assert claims against defaulting consumers and against platforms that fail to provide adequate protections. Without these changes, couriers will remain the most vulnerable yet most essential actors in Indonesia's rapidly expanding digital economy essential to every transaction, yet protected by none of the law's guarantees.

5. Conclusion

This study concludes that Indonesian e-commerce regulations suffer from two fundamental weaknesses in protecting couriers from consumer default in COD transactions. First, the regulatory framework remains trapped in an outdated bipartite paradigm that recognizes only consumers and business actors, rendering couriers legally invisible under the UUPK and depriving them of clear standing to claim remedies. Second, existing protections are exclusively repressive, addressing harm only after disputes or violence occur, while no preventive mechanisms such as mandatory compensation schemes, buyer verification systems, or accessible dispute resolution exist to deter default or mitigate couriers' economic losses. Consequently, couriers bear the entire risk of consumer default despite having no control over product quality or consumer conduct, a situation that contradicts basic principles of equitable risk allocation. This study recommends legislative reform recognizing couriers as distinct legal subjects, establishing mandatory compensation for default-related losses, and shifting from repressive to preventive-protective regulation to ensure justice for essential workers in Indonesia's digital economy.

Based on the findings of this study, several concrete recommendations are proposed to address the legal weaknesses in protecting couriers within cash on delivery transactions. First, the Indonesian legislature must amend the Consumer Protection Law to explicitly recognize delivery couriers as distinct legal subjects within the e commerce ecosystem. This recognition should grant couriers clear legal standing to claim remedies, including compensation for unpaid delivery fees and damages resulting from physical or verbal violence. Second, regulatory reform should shift the current approach from purely repressive protections toward a preventive framework. This requires the introduction of mandatory buyer verification systems, such as identity confirmation or a good faith deposit mechanism for COD transactions, to deter consumer default before it occurs. Third, electronic commerce platforms and delivery companies should be legally obligated to establish accessible dispute resolution mechanisms specifically for couriers, including a fast track complaint system and a compensation fund for default related losses. Fourth, the government should issue a dedicated regulation or ministerial decree that clearly allocates risk between sellers, platforms, and couriers, ensuring that couriers are not held financially liable for product quality issues or consumer refusal to pay. Finally, legal aid and insurance schemes must be expanded to cover not only medical expenses but also lost income and legal representation. Implementing these recommendations would create a balanced, just, and protective environment for couriers who are indispensable to Indonesia's digital economy.

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