

# **The Position of Marketplace In Online Transactions And Mitigation of Unilateral Cancellations Based On Theory of Responsibility**

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**Article History: Received: March 25, 2026; Accepted: May 26, 2026**

## **ABSTRACT**

The development of information technology has driven the growth of e-commerce through marketplaces as the primary means of online transactions in Indonesia. The presence of marketplaces not only simplifies the relationship between sellers and consumers but also raises various legal issues, particularly regarding the position of marketplaces and the practice of unilateral transaction cancellations. This study aims to analyze the position of marketplaces in online transactions based on the theory of responsibility and analyze forms of mitigation and accountability for unilateral cancellations in online buying and selling transactions. This study uses a normative legal research method with a statutory approach, a conceptual approach, and a case approach. The legal materials used consist of primary, secondary, and tertiary legal materials analyzed qualitatively using deductive reasoning. The results show that marketplaces can no longer be viewed merely as digital intermediaries, but rather as electronic system organizers actively involved in the electronic transaction process. This involvement has legal consequences in the form of marketplace liability for user losses, particularly due to unilateral transaction cancellations, system failures, or negligence in platform supervision. In addition, mitigation of unilateral cancellations needs to be carried out through strengthening marketplace supervision systems, information transparency, consumer protection, and the provision of effective dispute resolution mechanisms. Therefore, clearer legal regulations are needed regarding the position and responsibilities of marketplaces to create legal certainty, consumer protection, and a fair and sustainable digital trading system in Indonesia.

**Keywords:** Marketplace, Electronic Transactions, Unilateral Cancellation, Consumer Protection, Theory of Liability

## **1. INTRODUCTION**

The development of information and communication technology has brought about significant changes in people's trading patterns, particularly since the increased use of the internet and digital devices in various economic activities. This digital transformation has given rise to electronic commerce systems, enabling people to conduct transactions without being limited by space and time. The presence of digital systems makes it easier for people to obtain goods and services quickly, practically, and efficiently. This situation has driven a shift in consumer behavior from conventional transactions to digital-based transactions, which are increasingly developing in Indonesia. Along with the increase in internet usage, various digital platforms have emerged and become the primary means for people to conduct trading activities.

Marketplaces have become one of the most dominant forms of digital commerce development in the modern economic system. Marketplaces act as intermediaries, connecting

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sellers and buyers on a single digital platform with a variety of integrated transaction facilities. Marketplaces make it easier for consumers to search for goods, compare prices, make payments, and even obtain delivery services all within a single, convenient system. Beyond providing convenience to consumers, marketplaces also provide businesses with ample space to market their products more effectively without the high operational costs associated with conventional stores. This has led to the rapid growth of marketplaces and their emergence as a vital component of the national trade system.

Marketplace growth in Indonesia has shown significant growth in recent years. High levels of internet usage and increasing digital literacy are key factors driving the growth of electronic transactions. Marketplaces such as Shopee, Tokopedia, Lazada, Bukalapak, and various other platforms have become the primary means for people to conduct daily transactions. Buying and selling activities, previously conducted face-to-face, have shifted to digital transactions that rely on electronic systems. This shift has created a new trading ecosystem that positions marketplaces as a key player in Indonesia's digital commerce. According to data from Indonesia's digital economy reports, e-commerce transactions continue to increase annually due to the rapid adoption of digital platforms and electronic payment systems. (Barkatullah, 2017) (Wibowo, 2022)

In practice, transactions conducted through marketplaces involve not only a legal relationship between sellers and buyers but also the marketplace as an electronic system provider that facilitates the transactions. Marketplaces not only provide a digital space for businesses but also provide payment systems, order management, promotions, shipping, and dispute resolution mechanisms. Thus, marketplaces play a crucial role in determining the success of electronic transactions. The marketplace's involvement in various stages of a transaction has legal consequences that require clear regulations regarding the responsibilities of the parties. (Barkatullah, 2017) (Wibowo, 2022)

The legal relationship in marketplace transactions is essentially born from an electronic agreement between the parties. The seller offers goods through a digital platform, while the buyer enters into an agreement through the electronic system available on the marketplace. This agreement creates rights and obligations for each party, as stipulated in the general principles of contract law in the Civil Code. However, electronic transactions differ from conventional transactions because they are conducted digitally and involve an electronic system provider as the facilitator. These differences in characteristics give rise to various legal issues that require regulatory certainty. (Barkatullah, 2017) (Wibowo, 2022)

One of the legal issues that frequently arise in marketplace transactions is unilateral transaction cancellation. Unilateral cancellations can be initiated by sellers, buyers, or



marketplaces for various reasons, such as out-of-stock items, pricing errors, suspected system violations, late payments, and even internal platform policies. Unilateral cancellation practices often result in losses for consumers because they cannot receive the purchased goods as agreed. On the other hand, sellers can also suffer losses due to cancellations initiated by buyers or marketplace policies that unilaterally restrict seller activity. This situation demonstrates that electronic transaction cancellations have quite complex legal implications.

The issue of unilateral cancellations in marketplaces is a crucial one because it concerns the legal protection of all parties involved in electronic transactions. In practice, not all transaction cancellations are accompanied by clear accountability mechanisms. Many consumers suffer losses due to order cancellations without receiving adequate compensation. In some cases, marketplaces even tend to disclaim responsibility, claiming they merely act as intermediaries between sellers and buyers. Yet, marketplaces derive economic benefits from every transaction that occurs on their platforms. (Barkatullah, 2017) (Wibowo, 2022)

The marketplace's position as an electronic system provider raises questions about the limits of its legal liability. While marketplaces claim to be merely third-party transaction providers, they also wield significant authority to regulate transaction mechanisms, payments, promotions, and dispute resolution. They also have the ability to control the activities of sellers and buyers through unilaterally established terms and conditions. Therefore, an in-depth study of the marketplace's position within the legal framework of electronic transactions is necessary, particularly regarding unilateral transaction cancellations. (Barkatullah, 2017) (Wibowo, 2022)

Regulations regarding electronic transactions in Indonesia are essentially stipulated in various laws and regulations, such as the Civil Code, Law Number 8 of 1999 concerning Consumer Protection, Law Number 11 of 2008 concerning Electronic Information and Transactions and its amendments, and Government Regulation Number 71 of 2019 concerning the Implementation of Electronic Systems and Transactions. Furthermore, there is a Minister of Trade Regulation governing electronic commerce. However, these regulations do not explicitly define the limits of marketplace liability in the event of unilateral transaction cancellation. (Miru & Yodo, 2015; Shidarta, 2016; Nasution, 2014) (Nurhayati, 2023; Wibowo, 2022) (Prasetyo, 2024)

The lack of clear regulations regarding marketplace liability has created a legal vacuum in electronic transaction practices. In many cases, consumers struggle to hold marketplaces accountable for losses arising from transaction cancellations. Marketplaces often seek cover behind standard clauses that limit their liability for any losses experienced by users. The use of these standard clauses has the potential to harm consumers, as consumers' positions in electronic



transactions tend to be weaker than those of marketplaces as digital platform providers. (Barkatullah, 2017) (Prasetyo, 2024) (Wibowo, 2022)

This problem is further complicated because legal relationships in marketplaces are not simply two-party, but involve interconnected multi-party relationships. In electronic transactions, there are legal relationships between sellers and buyers, buyers and marketplaces, and sellers and marketplaces. Each of these legal relationships gives rise to different rights and obligations, requiring comprehensive analysis. The unclear position of marketplaces within these legal relationship structures has the potential to create legal uncertainty for the parties involved in electronic transactions. (Barkatullah, 2017) (Wibowo, 2022)

From a civil law perspective, unilateral cancellation fundamentally contradicts the principle of *pacta sunt servanda*, which requires that every legally entered into agreement be enforceable as law for the parties making it. When a transaction is agreed to electronically, each party is obligated to execute the terms of the agreement in good faith. However, the practice of unilateral cancellation in the marketplace demonstrates a deviation from this principle. This situation is interesting to study because electronic transactions have different characteristics from conventional agreements. (Barkatullah, 2017) (Wibowo, 2022)

Besides its relevance to contract law, the issue of unilateral cancellation is also closely related to the theory of legal responsibility. The theory of legal responsibility is crucial for determining which party should be held responsible for losses arising from the cancellation of a transaction. In the marketplace context, responsibility can be assigned to the seller, the buyer, or the marketplace as the electronic system operator, depending on the nature of the error and the involvement of each party. Therefore, the theory of legal responsibility serves as an important foundation for analyzing the marketplace's role in electronic transactions. (Barkatullah, 2017) (Wibowo, 2022)

The theory of legal liability essentially requires that a party committing an unlawful act or breach of contract be obligated to compensate the injured party. In electronic transactions, losses resulting from unilateral cancellation can be both material and immaterial. Consumers can experience losses in the form of lost opportunities to obtain goods, delays in using goods, and financial losses due to price differences. On the other hand, sellers can also suffer losses due to unilateral order cancellations by buyers or marketplaces. Therefore, it is important to determine a fair form of accountability for all parties. (Barkatullah, 2017) (Wibowo, 2022)

Marketplaces, as electronic system providers, hold a strategic position in controlling digital transactions. They not only provide a digital platform but also derive economic benefits from each transaction through commissions, service fees, and digital advertising. These economic benefits



should be balanced with proportionate legal responsibility for the security and certainty of user transactions. However, in practice, marketplaces often limit their responsibilities through unilaterally established terms and conditions of use without any negotiation with users.

The existence of standard clauses in marketplaces is also a significant issue in consumer protection. Many marketplace terms and conditions limit liability for user losses resulting from system disruptions or transaction cancellations. However, the Consumer Protection Law essentially prohibits businesses from including standard clauses that eliminate their responsibility to consumers. This situation demonstrates a discrepancy between marketplace practices and consumer protection principles, which emphasize a balance between the rights and obligations of all parties. (Miru & Yodo, 2015; Shidarta, 2016; Nasution, 2014) (Law Number 8 of 1999 concerning Consumer Protection). (Nurhayati, 2023; Wibowo, 2022)

In practice, unilateral cancellations in marketplaces often lead to disputes between users and platform providers. Consumers who feel aggrieved generally struggle to obtain effective dispute resolution because marketplace dispute resolution mechanisms are largely determined by the platform's internal policies. Furthermore, litigation is often considered ineffective due to the significant cost and time required compared to the value of the disputed transaction. Consequently, many consumers choose not to pursue their claims despite experiencing losses.

This phenomenon indicates that the development of digital commerce has not been fully matched by the development of a legal system that adapts to electronic transactions. The law must fundamentally provide certainty, justice, and benefit to society, including in digital commerce activities. However, regulations regarding the status of marketplaces and their responsibilities in electronic transactions continue to generate debate, both in practice and academic studies. Therefore, research is needed that can provide a legal framework for marketplace responsibilities in online transactions. (Barkatullah, 2017) (Wibowo, 2022)

Previous research on marketplaces has generally focused on consumer protection, the legitimacy of electronic transactions, and dispute resolution in e-commerce. However, research specifically examining the marketplace's role in unilateral transaction cancellations based on liability theory is still relatively limited. Yet, the increasingly complex development of marketplaces requires a more in-depth legal analysis of their role as both an electronic system provider and a party benefiting economically from user transactions. Recent studies also emphasize the growing legal responsibility of digital platforms in maintaining transaction security and protecting consumer rights within electronic commerce ecosystems. (Miru & Yodo, 2015; Shidarta, 2016; Nasution, 2014) (Nurhayati, 2023; Wibowo, 2022)



The novelty of this research lies in its focus on the role of marketplaces in online transactions and the mitigation of unilateral cancellations based on liability theory. This research not only examines the legal relationship between the parties but also analyzes the extent to which marketplaces can be held liable for losses arising from transaction cancellations. Furthermore, this research seeks to provide a legal mitigation concept for unilateral cancellation practices to create legal certainty and balanced protection for all parties in electronic transactions. (Barkatullah, 2017) (Wibowo, 2022)

Based on this description, it is clear that the development of marketplaces as a means of digital commerce has given rise to various legal issues that require serious attention, particularly regarding unilateral transaction cancellations. The unclear position of marketplaces in the legal relationship between electronic transactions has the potential to create legal uncertainty and harm both consumers and businesses. Therefore, research into the position of marketplaces in online transactions and the mitigation of unilateral cancellations based on the theory of liability is crucial to provide legal certainty, consumer protection, and the development of e-commerce law in Indonesia. (Miru & Yodo, 2015; Shidarta, 2016; Nasution, 2014) (Nurhayati, 2023; Wibowo, 2022)

## 2. RESEARCH METHODS

Research The research method in this study uses a normative legal research type with a statute approach, a conceptual approach, and a case approach. The statutory approach is used to examine various legal provisions related to electronic transactions, marketplaces, consumer protection, and legal responsibility in canceling online transactions. The conceptual approach is used to analyze the concept of the marketplace's position in the legal relationship of electronic transactions based on the theory of responsibility, while the case approach is used to examine the practice of unilateral cancellation that occurs in marketplace transactions. This research is prescriptive in nature with the aim of providing legal arguments regarding the position and responsibility of marketplaces in online transactions. (Miru & Yodo, 2015; Shidarta, 2016; Nasution, 2014) (Nurhayati, 2023; Wibowo, 2022)

The legal materials used in this study consist of primary, secondary, and tertiary legal materials. Primary legal materials include the Civil Code, Law Number 8 of 1999 concerning Consumer Protection, Law Number 11 of 2008 concerning Electronic Information and Transactions and its amendments, and other regulations related to trade through electronic systems. Secondary legal materials were obtained from books, scientific journals, research results, and legal doctrines relevant to electronic transactions and liability theories. The legal materials were



collected through literature studies, then analyzed using qualitative legal analysis methods with deductive reasoning to obtain systematic conclusions regarding the mitigation of unilateral cancellations in marketplace transactions. (Miru & Yodo, 2015; Shidarta, 2016; Nasution, 2014) (Nurhayati, 2023; Wibowo, 2022)

## **RESULTS AND DISCUSSION**

### **The Position of Marketplaces in Online Buying and Selling Transactions Based on the Theory of Responsibility**

A marketplace is essentially a digital platform that connects sellers and buyers in an integrated electronic system. The presence of marketplaces is crucial to the development of digital commerce because it provides convenience, efficiency, and accessibility in buying and selling activities. In a legal context, marketplaces are viewed not only as information technology media but also as legal subjects actively involved in electronic transactions. The marketplace's position in online transactions is closely related to its role as an electronic system provider, as stipulated in the Electronic Information and Transactions Law. Marketplaces are obligated to provide a secure, reliable, and accountable system for user transaction activities. Therefore, marketplaces cannot be positioned as passive parties simply providing a digital space for sellers and buyers. (Barkatullah, 2017) (Law Number 11 of 2008 concerning Electronic Information and Transactions as amended by Law Number 19 of 2016). (Wibowo, 2022)

In electronic transactions, marketplaces have significant control over the transaction mechanisms that occur on their platforms. Marketplaces regulate sales procedures, payment methods, product delivery, refund systems, and dispute resolution between users. These regulations demonstrate that marketplaces have far broader authority than traditional intermediaries in conventional transactions. Legally, the legal relationship in a marketplace involves three main parties: the marketplace, the seller, and the buyer. These three parties are bound by different legal relationships. The seller and buyer are bound by a sales and purchase relationship, while the marketplace is bound by the terms and conditions of use of the platform. Therefore, the marketplace's role in online transactions cannot be separated from the legal relationship created through the use of electronic systems. (Barkatullah, 2017) (Wibowo, 2022)

Marketplaces generally unilaterally establish terms and conditions of use for users. These provisions govern user rights and obligations while limiting the marketplace's liability for certain risks. However, the use of unilaterally created standard clauses often places users in a weaker position. This situation is a significant issue from a consumer protection perspective. The marketplace's position as an electronic system provider also relates to its obligation to maintain the security of user data and transactions. In online transactions, users submit various personal data



and payment information to the marketplace. Therefore, the marketplace has a responsibility to maintain the confidentiality and security of user data in accordance with personal data protection principles. (Miru & Yodo, 2015; Shidarta, 2016; Nasution, 2014) (Nurhayati, 2023; Wibowo, 2022)

Marketplaces not only profit from service fees but also derive economic benefits through promotions, advertising, and commission systems from user transactions. These economic benefits demonstrate that marketplaces have a direct interest in the transactions taking place on their platforms. Therefore, marketplaces cannot completely absolve themselves of legal responsibility for losses incurred in transactions. From a civil law perspective, marketplaces can be categorized as parties involved in the implementation of electronic agreements. This is because marketplaces provide a system that enables agreements between sellers and buyers. Marketplaces also have the ability to verify transactions, withhold payments, and manage the transaction settlement process. (Khairandy, 2014; Satrio, 2001; Setiawan, 2010)

The involvement of marketplaces in electronic transactions demonstrates a complex and multidimensional legal relationship. Marketplaces not only act as technological intermediaries but also have administrative, supervisory, and transaction control functions. Therefore, the marketplace's role in online transactions requires clearer and more comprehensive legal regulations. In practice, marketplaces often intervene in user transactions, for example by canceling transactions, freezing accounts, or removing certain products. These actions demonstrate the marketplace's significant authority in determining the course of transactions. Therefore, marketplace actions must be based on the principles of good faith and legal certainty. (Barkatullah, 2017) (Wibowo, 2022)

The role of marketplaces in online transactions can also be analyzed through the theory of legal relations. According to this theory, every legal relationship gives rise to rights and obligations for the parties. As a platform provider, the marketplace is obligated to ensure that the transaction system runs smoothly and does not harm users. On the other hand, marketplace users are also obligated to comply with the terms and conditions applicable to the platform. However, the imbalance in bargaining power between marketplaces and users means that many users lack the opportunity to negotiate the contents of standard clauses set by the marketplace.

In the context of consumer protection, marketplaces can be categorized as business actors because they provide digital services to the public. As business actors, marketplaces are obligated to provide accurate, clear, and honest information about the services they provide. They are also obligated to protect consumers from losses resulting from the use of electronic systems. A marketplace's position as a business actor is strengthened when it is involved in the payment and



delivery process. In this context, the marketplace no longer acts merely as an intermediary but becomes part of the transaction mechanism between sellers and buyers. (Miru & Yodo, 2015; Shidarta, 2016; Nasution, 2014) (Nurhayati, 2023; Wibowo, 2022)

The development of marketplaces in Indonesia demonstrates the significant influence digital platforms have on people's economic activities. Therefore, regulations regarding the status of marketplaces need to be adjusted to technological developments and increasingly complex digital commerce practices. In several countries, marketplaces have been burdened with specific responsibilities for consumer protection and the security of electronic transactions. This demonstrates legal developments leading to increased responsibility for digital platforms in e-commerce. (Miru & Yodo, 2015; Shidarta, 2016; Nasution, 2014) (Nurhayati, 2023; Wibowo, 2022)

In Indonesia, regulations regarding the status of marketplaces are scattered across various laws and regulations. However, there are no specific regulations that specifically outline the limits of marketplace liability in online transactions. This situation creates legal uncertainty in e-commerce practices because the applicable regulations have not comprehensively regulated the scope of marketplace liability in electronic transactions. The unclear status of marketplaces has the potential to give rise to legal disputes when losses occur in electronic transactions. Consumers often struggle to determine who is responsible for their losses. In such situations, marketplaces often seek refuge behind their status as platform providers. (Barkatullah, 2017) (Prasetyo, 2024) (Wibowo, 2022)

In fact, the involvement of marketplaces in online transactions demonstrates that they have a direct legal relationship with platform users. Therefore, marketplaces should not be able to completely absolve themselves of responsibility for transactions that occur through the systems they manage. Therefore, the position of marketplaces in online transactions in Indonesia is essentially not only as digital intermediaries, but also as electronic system providers with legal rights, obligations, and responsibilities regarding user transaction activities. Therefore, clearer regulations regarding the legal position of marketplaces are needed to create legal certainty and balanced protection for all parties. The legal relationship in electronic transactions through marketplaces has different characteristics than conventional transactions. In online transactions, the legal relationship exists not only between sellers and buyers but also involves the marketplace as the electronic system provider. The involvement of marketplaces makes the legal relationship in electronic transactions more complex. (Barkatullah, 2017) (Wibowo, 2022)

The legal relationship between a seller and a buyer arises from a sales and purchase agreement executed electronically. The seller offers goods or services through a marketplace



platform, while the buyer agrees to this by making payment for the selected goods. This agreement fulfills the elements of a contract as stipulated in the Civil Code. Electronic agreements executed through a marketplace have the same legal force as conventional agreements. This is affirmed in the Electronic Information and Transactions Law, which recognizes the validity of electronic documents and electronic transactions as valid legal evidence. (Barkatullah, 2017) (Law Number 11 of 2008 concerning Electronic Information and Transactions as amended by Law Number 19 of 2016). (Wibowo, 2022)

In addition to the legal relationship between sellers and buyers, there is also a legal relationship between marketplaces and sellers. This relationship is established through an agreement to use the platform, outlined in the marketplace's terms and conditions. Sellers using the marketplace are required to comply with all rules set by the platform. Marketplaces have the authority to regulate seller activities, including determining service standards, promotional systems, and product removal policies. Under certain circumstances, marketplaces can also impose sanctions on sellers deemed to have violated platform terms. (Khairandy, 2014; Satrio, 2001; Setiawan, 2010)

The legal relationship between marketplaces and buyers also arises through the use of digital platform services. Buyers who use a marketplace automatically agree to the terms and conditions of use set by the marketplace. This agreement creates rights and obligations between the marketplace and the buyer. In practice, marketplaces often use standard clauses to regulate their legal relationships with users. These standard clauses are generally drafted unilaterally by the marketplace without any negotiation. As a result, users have the option to accept or reject all stipulated terms. (Khairandy, 2014; Satrio, 2001; Setiawan, 2010)

Standard clauses in marketplaces often contain limitations on liability for user losses. This situation has the potential to harm consumers because consumers' bargaining power in electronic transactions tends to be weaker than in marketplaces. Legal relationships in marketplaces are also related to the principle of good faith in contract law. Each party involved in an electronic transaction is obligated to exercise their rights and obligations in good faith. This principle is crucial for maintaining trust in digital transactions. (Barkatullah, 2017) (Wibowo, 2022)

Marketplaces play a crucial role in maintaining a balance in legal relations between users. They must ensure that transactions operate fairly, transparently, and without prejudice to either party. Therefore, marketplaces are obligated to provide mechanisms for monitoring and dispute resolution. In some cases, marketplaces participate in the payment process through a joint account or escrow system. This system demonstrates the marketplace's control over transaction flows and the protection of user funds.



The marketplace's involvement in the payment system places a moral and legal responsibility on user transaction security. Marketplaces must ensure that payments are made securely and according to procedures. Legal relationships within marketplaces also relate to the protection of users' personal data. Marketplaces collect various user data for digital transactions and services. Therefore, marketplaces are obligated to safeguard user data security to prevent misuse.

Consumers in electronic transactions have the right to receive accurate information about the goods and services offered. Marketplaces are obligated to ensure that the product information displayed does not mislead users. In practice, products often do not match the descriptions displayed on the marketplace. This situation can result in losses for consumers and trigger legal disputes between users and the marketplace. (Barkatullah, 2017) (Wibowo, 2022)

Legal relationships in marketplaces are also influenced by the rapid development of digital technology. Marketplaces continue to develop new features to improve transaction efficiency. However, these technological advances also create new legal challenges. The unclear legal relationship between marketplaces and users often leads to differing interpretations of legal responsibility in the event of a dispute. Marketplaces tend to view themselves solely as platform providers, while users perceive them as jointly responsible for transactions.

From a consumer protection perspective, marketplaces should not only focus on economic profit but also have a social responsibility to protect user rights. Marketplaces must ensure that all transactions are conducted safely and fairly. More comprehensive regulation of legal relations within marketplaces is needed to provide legal certainty for all parties. This regulation is crucial for creating a healthy and equitable digital commerce system. Therefore, the legal relationship between marketplaces, sellers, and consumers in electronic transactions is complex and interconnected. Therefore, clear regulations regarding the rights, obligations, and responsibilities of each party are needed to ensure legal certainty in e-commerce. (Miru & Yodo, 2015; Shidarta, 2016; Nasution, 2014) (Nurhayati, 2023; Wibowo, 2022)

The theory of legal liability is an important basis for determining which party is responsible for losses arising from a legal relationship. In the context of electronic transactions, the theory of legal liability is used to analyze the extent to which a marketplace can be held liable for losses resulting from online transactions. As an electronic system provider, the marketplace is significantly involved in user transaction activities. This involvement prevents the marketplace from being fully positioned as a neutral party in electronic transactions. (Barkatullah, 2017) (Wibowo, 2022)



In the theory of liability, a party can be held liable if there is an element of error, loss, and a causal relationship between the action and the resulting loss. Marketplaces can be held liable if negligence in the platform's system or policies results in harm to users. Unilateral transaction cancellation is a common legal issue in marketplaces. This cancellation can be initiated by sellers, buyers, or the marketplace for various reasons.

When a marketplace unilaterally cancels a transaction without a clear reason, this action has the potential to cause harm to users. Therefore, the marketplace can be held liable under the principles of breach of contract or unlawful acts. In practice, marketplaces often limit their liability through the platform's terms and conditions of use. However, such limitations must not conflict with consumer protection principles. (Miru & Yodo, 2015; Shidarta, 2016; Nasution, 2014) (Nurhayati, 2023; Wibowo, 2022)

The Consumer Protection Law prohibits businesses from including standard clauses that eliminate responsibility towards consumers. Therefore, limitation of liability clauses in marketplaces must be interpreted carefully. Marketplaces are obligated to provide secure and reliable electronic systems. If a marketplace system experiences disruptions that cause user losses, the marketplace can be held liable. Under strict liability theory, liability can be imposed without the need to prove fault if an activity poses a specific risk to another party. This theory can serve as a basis for holding marketplaces liable for user losses. Furthermore, the vicarious liability theory is also relevant in the marketplace context. Marketplaces can be held liable for the actions of certain sellers if they profit from and exercise control over the seller's activities on the platform. (Miru & Yodo, 2015; Shidarta, 2016; Nasution, 2014) (Law Number 8 of 1999 concerning Consumer Protection). (Nurhayati, 2023; Wibowo, 2022)

Marketplaces inherently have the ability to monitor seller activity. They can verify accounts, remove illegal products, and even freeze certain seller accounts. This oversight ability demonstrates a stronger position for marketplaces than for ordinary users. Therefore, marketplaces cannot completely avoid responsibility for activities on their platforms.

From a liability theory perspective, marketplaces should apply the principle of prudence in managing electronic systems. Marketplaces are required to ensure that the systems they use are capable of protecting user rights. Unilateral cancellations without a clear resolution mechanism can create legal uncertainty for consumers. Consumers are often disadvantaged because they lack the ability to effectively demand accountability. Marketplaces need to provide easy, fast, and fair dispute resolution mechanisms for users. These mechanisms are essential to providing legal protection for consumers in electronic transactions. (Barkatullah, 2017) (Wibowo, 2022)



Internationally, several countries have begun to impose greater responsibilities on digital platforms. This demonstrates legal developments toward increased consumer protection in electronic transactions. In Indonesia, the concept of marketplace liability still requires more detailed regulation. Such regulation is crucial to avoid multiple interpretations regarding the limits of marketplace liability. Analysis based on the theory of liability indicates that marketplaces cannot be viewed simply as intermediaries. Marketplaces are actively involved in electronic transactions and derive economic benefits from user activity. Therefore, marketplaces should be held proportionately liable for losses arising from transactions on their platforms. This responsibility serves as a form of legal protection for marketplace users. Therefore, based on the theory of liability, marketplaces have legal standing as electronic system providers that can be held accountable for losses in online transactions, particularly in cases of negligence, unilateral cancellation, or system failure that harms platform users. (Miru & Yodo, 2015; Shidarta, 2016; Nasution, 2014) (Nurhayati, 2023; Wibowo, 2022) (Prasetyo, 2024)

#### **Mitigation and Accountability in Unilateral Cancellation of Online Purchase Transactions**

Unilateral cancellation of online sales transactions is a common legal issue in e-commerce in Indonesia. Such cancellations can be initiated by sellers, buyers, or marketplaces for various reasons, such as out-of-stock items, pricing errors, late payments, system disruptions, and even alleged violations of platform policies. These unilateral cancellations often result in losses for other parties, particularly consumers who have already made payments or are expecting to receive the goods as agreed. From a contract law perspective, unilateral cancellation fundamentally contradicts the principle of *pacta sunt servanda*, which states that every legally concluded agreement is legally binding for the parties. Once a transaction has been agreed upon electronically, the parties are obligated to execute the agreement in good faith. Therefore, unilateral cancellation without a valid reason can be categorized as a form of breach of contract. (Subekti, 2014; Harahap, 2016; Salim HS, 2019)

The development of electronic transactions through marketplaces has led to increasingly complex legal relationships between parties. Marketplaces not only act as digital space providers but also play a role in payment systems, delivery, and dispute resolution. This situation places marketplaces in a crucial role in preventing and handling unilateral cancellations in online transactions. Mitigating unilateral cancellations is necessary to provide legal certainty and protection for parties in electronic transactions. Mitigation can be defined as efforts to prevent and reduce the risk of loss due to unilateral transaction cancellations. In the marketplace context, mitigation must be implemented through a system capable of ensuring transaction security and certainty for users. (Barkatullah, 2017) (Wibowo, 2022)



One form of mitigation that can be implemented is the implementation of a stricter transaction verification system. Marketplaces need to ensure that sellers have available stock before products are displayed to consumers. This verification system is crucial to prevent transaction cancellations due to stock discrepancies. Furthermore, marketplaces need to implement an automatic confirmation mechanism for user transactions. This mechanism aims to ensure that transactions have been properly approved and can be executed as agreed upon by the parties.

In practice, many transaction cancellations occur due to weak marketplace monitoring systems for seller activity. Therefore, marketplaces need to actively monitor seller accounts that frequently unilaterally cancel transactions. This monitoring can be done through administrative sanctions, account restrictions, or even the deletion of certain seller accounts. Mitigating unilateral cancellations also relates to information transparency for consumers. Marketplaces are required to provide clear information regarding transaction status, product availability, and the risk of potential cancellation. This transparency is crucial to protecting consumers' right to receive accurate information.

Law Number 8 of 1999 concerning Consumer Protection affirms that consumers have the right to comfort, security, and safety when using goods and services. In the context of electronic transactions, this right includes protection against unilateral transaction cancellations that harm consumers. Marketplaces, as digital business actors, have a responsibility to provide consumer protection. This responsibility is not only moral but also a legal obligation that must be implemented in accordance with statutory provisions. (Miru & Yodo, 2015; Shidarta, 2016; Nasution, 2014) (Nurhayati, 2023; Wibowo, 2022)

From a liability theory perspective, a marketplace can be held liable if a transaction cancellation occurs due to system negligence or platform policies that harm users. A marketplace cannot completely absolve itself of responsibility simply by acting as a digital intermediary. Marketplace liability can include refunds, compensation, or providing an effective dispute resolution mechanism. This form of accountability is crucial for maintaining public trust in the e-commerce system. (Prasetyo, 2024)

Beyond marketplaces, sellers who unilaterally cancel orders must also be held accountable for losses suffered by consumers. Sellers are obligated to fulfill their obligations under the agreements made through the electronic system. In some cases, unilateral cancellations occur because sellers feel disadvantaged due to pricing errors or system disruptions. However, such situations still require a fair resolution based on the principles of good faith and consumer protection. (Miru & Yodo, 2015; Shidarta, 2016; Nasution, 2014) (Nurhayati, 2023; Wibowo, 2022)



Marketplaces need to provide internal dispute resolution mechanisms that are fast and easily accessible to users. These mechanisms can take the form of resolution centers, digital complaint services, or electronic mediation between sellers and buyers. The existence of dispute resolution mechanisms is crucial for reducing conflict between marketplace users. Furthermore, such mechanisms can also increase consumer confidence in the security of electronic transactions. (Barkatullah, 2017) (Wibowo, 2022)

Internationally, several countries have implemented obligations on digital platforms to provide greater consumer protection in electronic transactions. Marketplaces are required to be accountable for transactions conducted through their platforms. This regulation demonstrates legal developments that place marketplaces as parties with active responsibility for maintaining the security of digital transactions. Therefore, Indonesia also needs to strengthen regulations regarding marketplace accountability. (Miru & Yodo, 2015; Shidarta, 2016; Nasution, 2014) (Nurhayati, 2023; Wibowo, 2022)

Unilateral cancellations can also be mitigated by strengthening regulations regarding standard clauses in marketplaces. Many marketplaces include clauses limiting liability that are detrimental to consumers. However, the Consumer Protection Law prohibits clauses that eliminate business actors' liability. Government oversight of marketplaces is crucial to ensure that digital commerce activities operate in accordance with consumer protection principles. The government needs to ensure that marketplaces implement fair systems and do not disadvantage users. (Miru & Yodo, 2015; Shidarta, 2016; Nasution, 2014) (Law Number 8 of 1999 concerning Consumer Protection). (Nurhayati, 2023; Wibowo, 2022)

In addition to government oversight, legal education for the public is also needed to raise consumer awareness of their rights in electronic transactions. Consumers who understand their legal rights will be better able to protect themselves from unilateral cancellation practices. From a liability theory perspective, marketplace accountability must be based on the principles of fairness and a balance of the rights and obligations of the parties. Marketplaces that derive economic benefits from user transactions should also have an obligation to provide legal protection to users. (Barkatullah, 2017) (Wibowo, 2022)

This accountability is crucial because marketplaces have the ability to control transaction systems and monitor user activity. With this capability, marketplaces should be able to prevent unilateral cancellations that harm consumers. Legal certainty in electronic transactions can only be achieved if there are clear regulations regarding marketplace responsibilities and consumer protection mechanisms. Therefore, harmonization of regulations related to e-commerce and consumer protection in Indonesia is necessary. Therefore, mitigation and accountability for



unilateral cancellations in online transactions must be implemented through strengthening marketplace oversight systems, consumer protection, dispute resolution mechanisms, and regulating marketplace responsibilities based on the theory of responsibility. These steps are crucial for achieving legal certainty and creating a fair, safe, and sustainable digital trading system. (Miru & Yodo, 2015; Shidarta, 2016; Nasution, 2014) (Nurhayati, 2023; Wibowo, 2022)

#### 4. CONCLUSION

The marketplace's role in online transactions is essentially no longer viewed merely as an intermediary in e-commerce, but rather as an electronic system provider actively involved in the transaction process between sellers and consumers. Marketplaces have the authority to regulate payment systems, manage transactions, monitor user activity, and resolve disputes within digital platforms. Based on the theory of liability, this active involvement results in legal consequences in the form of marketplace liability for losses arising from e-transactions, particularly in the event of system negligence, unilateral cancellation, or failure to protect consumers. Therefore, marketplaces are obligated to provide legal certainty, consumer protection, and transaction security as part of their legal responsibilities in digital commerce.

Mitigation against unilateral cancellations in online sales transactions requires strengthening marketplace oversight systems, transparency of transaction information, consumer protection, and providing effective and accessible dispute resolution mechanisms. Unilateral cancellations without a valid reason fundamentally contradict the principles of good faith and *pacta sunt servanda* in contract law. Therefore, clearer legal regulations are needed regarding the limits of marketplace responsibility in electronic transactions to create a balance of rights and obligations between marketplaces, sellers, and consumers. Furthermore, harmonization of e-commerce regulations and consumer protection is crucial to realizing a fair, secure digital trading system that provides legal certainty for all parties in online transactions. In addition, the government should formulate more specific regulations concerning marketplace accountability, including obligations related to compensation, transaction transparency, and consumer dispute resolution procedures.

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