



## Consumer Protection Against Gas Stove Repair Businesses

Muhammad Andriansyah<sup>1\*</sup>, H.R. Adianto Mardijono<sup>2</sup>

<sup>1-2</sup>Law, Universitas 17 Agustus 1945 Surabaya, Indonesia

\*Corresponding Author: [andrian281215@gmail.com](mailto:andrian281215@gmail.com)

**Abstract.** *Legal protection for consumers is a crucial element in the legal relationship between business actors and the public, particularly in high-risk service sectors such as gas stove repair services. In practice, many consumers still experience losses due to negligence by service providers, whether caused by inadequate technical handling or insufficient information regarding the condition of the stove after repairs. This study aims to identify and analyze the forms of legal protection available to consumers who suffer losses as a result of such negligence, as well as to determine the types of legal liability that may be imposed on gas stove repair service providers. Using a normative legal research method, this study applies both legislative and conceptual approaches. The legislative approach examines relevant laws and regulations concerning consumer protection, while the conceptual approach analyzes legal principles and expert doctrines related to liability. The findings indicate that consumer protection is provided in two forms: preventive protection, which ensures product and service safety in accordance with Indonesian National Standards (SNI), and repressive protection, which is implemented through enforcement mechanisms such as claims for compensation or dispute resolution through the Consumer Dispute Settlement Agency (BPSK) or the courts. Business actors who commit negligence in providing repair services can be held legally responsible based on the principles of negligence or strict liability. To strengthen consumer protection, the study recommends the establishment of derivative regulations concerning technician certification, standardized repair service procedures, and integrated supervision of safety compliance within the gas stove repair service industry.*

**Keywords:** *Business Operator Liability; Consumer Protection; Gas Stove Repair; Negligence; Safety Compliance.*

### 1. BACKGROUND

In everyday life, gas stoves have become one of the basic household necessities that are inseparable from community activities. The use of gas stoves is considered more practical, economical, and efficient compared to oil stoves or other traditional cooking equipment. Almost every household in Indonesia relies on LPG and gas stoves to meet their daily cooking needs. This dependence makes safety and security factors very important to consider, because gas stoves pose a high risk of danger if they are not installed, used, or repaired correctly (Meidiarti, 2022).

The risks involved are not limited to technical damage alone but can also result in fatal consequences such as fires, explosions, physical injuries, material losses, and even loss of life. Therefore, maintenance and repair of gas stoves are equally important aspects of their use. In practice, consumers often use gas stove repair services, whether from licensed technicians or individual businesses or informal services (Fauzi et al., 2022).

Problems arise when these repair services are performed unprofessionally and disregard workplace safety standards. For example, the use of non-standard parts, incorrect installation of components, and a lack of technician skills in performing repairs. Such negligence can cause losses for consumers, which often result in serious accidents. Thus, it is clear that consumers

are vulnerable to the dangers caused by the negligence of gas stove repair service providers (Aulia et al., 2021) .

Consumers need adequate protection. The state has provided legal protection through Law Number 8 of 1999 concerning Consumer Protection (UUPK). Article 4 letter a of the UUPK states that consumers have the fundamental right to feel comfortable, safe, and protected when using goods and/or services. This provision reflects the purpose of the law to protect consumers from potential losses due to product defects or negligence on the part of service providers. In addition, this article also emphasizes the importance of a preventive legal framework that requires business actors to maintain quality standards for goods and services in order to ensure consumer safety and public trust. In the context of legal research, this article is seen as the main foundation of consumer rights, which affirms the principle of *consumer safety first* in Indonesia's consumer protection legal system.

This means that consumers who use gas stove repair services have the legal right to obtain safe services that meet standards and do not endanger their safety.

Conversely, in this case, business actors as providers of gas stove repair services have a legal obligation to provide services properly and responsibly. Article 7 of the UUPK stipulates that business actors are obliged to act in good faith, provide correct, clear, and honest information, and guarantee the quality of goods/services traded. Furthermore, Article 19 of the UUPK emphasizes that business actors are responsible for providing compensation for damage, contamination, or losses suffered by consumers as a result of consuming goods/services produced or traded (Ndun, 2018) .

However, in reality, there are still many cases of consumers who suffer losses due to negligence in gas stove repair services, but do not receive the appropriate legal accountability. Consumer awareness to demand their rights is still low, while law enforcement mechanisms are not always effective. This condition shows a gap between the applicable legal norms and the social reality faced by the community. The absence of professional standards and supervision poses a great risk to consumers, ranging from material losses to fatal accidents, such as fires or explosions, caused by gas leaks. Legally, these events are not only technical incidents, but also manifestations of *negligence* on the part of business actors in carrying out their obligations. On the one hand, consumers have the legal right to obtain protection in terms of security, comfort, and safety when using services. On the other hand, business actors have a legal obligation to be responsible in the event of negligence in providing services. This reciprocal relationship reflects the balance between consumer rights and business actors' obligations, which is at the core of the principle of accountability in consumer protection law.

This principle emphasizes that consumer safety is not merely a moral responsibility, but a legal obligation that requires business actors to act with caution and professionalism. The gap between the legal norms stipulated in the UUPK and practices in the field necessitates further research on protection mechanisms and forms of legal accountability in this context.

## **2. THEORETICAL STUDY**

The theoretical study used in this research discusses the legal concepts that form the basis for the protection of consumers of gas stove repair services, including:

### **Legal Protection**

Legal protection is an effort to guarantee the rights of the community from actions that harm other parties. Based on Article 1 paragraph (3) and Article 28D paragraph (1) of the 1945 Constitution, Indonesia is a country based on the rule of law that guarantees the recognition and protection of the rights of every citizen. According to Philipus M. Hadjon, legal protection refers to the safeguarding of human dignity and the recognition of fundamental rights. the recognition of the fundamental rights of legal subjects. Legal protection aims to create certainty, justice, and legal benefits for the community. Forms of legal protection are divided into preventive protection :

- a. Preventive protection, which involves efforts to prevent violations before they occur.
- b. Repressive protection, which is the enforcement of the law through sanctions or compensation after a violation has occurred.

### **Consumers and Their Protection**

According to Article 1 paragraph (2) of the UUPK, a consumer is defined as any person who uses goods and/or services for personal, family, other parties, or other living beings without the intention of reselling them. Article 4 of the UUPK explains that consumers have nine main rights, including the right to security, safety, comfort, obtaining accurate information, and the right to compensation and dispute resolution.

Consumer protection in Indonesia is based on five basic principles as stipulated in Article 2 of the UUPK, namely the principles include benefit, fairness, balance, consumer safety and security, as well as legal certainty. The application of these five principles aims to increase consumer awareness and independence, foster responsibility among business actors, and create a protection system that is fair, transparent, and provides legal certainty for all parties involved in consumption activities (Meidiarti, 2022) .

## Business Entities

According to Article 1(3) of the UUPK, business actors are any individuals or entities engaged in economic activities. (Fauzi et al., 2022). They have the right to receive fair payment and protection from consumers with bad intentions, as well as the obligation to:

- a. Act in good faith in business activities;
- b. Provide accurate and honest information;
- c. Ensuring the quality and safety of goods/services;
- d. Provide compensation or damages for consumer losses.

Business actors are also prohibited from engaging in fraudulent or deceptive practices, or producing goods that do not meet standards.

## Legal Liability

Legal *liability* is the obligation of a person to bear the legal consequences arising from their actions. In civil law, this responsibility arises when a person commits an act that is contrary to the law as stipulated in Article 1365 of the Civil Code (KUHPperdata). The principles that form the basis of legal liability include:

- a. *Liability based on fault*
- b. *Presumption of liability*
- c. *Presumption of non-liability*
- d. *Strict liability*
- e. *Limitation of liability*

In consumer protection, the principle of *strict liability* is often used because it places the burden of responsibility directly on the business operator without the need to prove fault (Kesuma et al., 2021).

## Gas Stoves as Research Objects

Gas stoves are cooking appliances that use LPG fuel and are classified as *high-risk products*. Their use and repair must comply with Indonesian National Standards (SNI) such as SNI 8660:2018 and SNI 7368:2011. Risks include leaks, explosions, and fires, especially if repairs are carried out by unprofessional technicians or using non-standard components. Therefore, safety aspects and legal responsibility in gas stove repair services are crucial to ensure consumer rights.

### 3. RESEARCH METHOD

The method used in this study is normative juridical with *a statute approach* and *a conceptual approach* ( ). The legal materials used consist of primary legal materials in the form of relevant laws and regulations, secondary legal materials in the form of literature and expert opinions, and tertiary legal materials as supporting materials.

### 4. RESULTS AND DISCUSSION

#### Legal Protection for Consumers Who Experience Accidents Due to the Negligence of Business Operators in Repairing Gas Stoves

Negligence in the gas stove repair process is often a factor that triggers accidents. For example, the use of spare parts that comply with Indonesian National Standards (SNI) is not carried out, pressure tests (*leak tests*) are not performed after repairs, or the work is carried out by technicians who are not certified. In fact, components such as hoses, regulators, and safety valves have national technical standards that must be complied with by service providers. Non-compliance with these standards not only reduces the quality of repairs but also increases the potential danger to consumers who use these appliances (Mara et al., 2023).

As a result of this negligence, consumers are potentially exposed to both material losses (such as damage to homes, kitchen appliances, or other property) and immaterial losses (such as physical injuries, trauma, or loss of security). In the context of consumer protection law, this situation creates a relationship of responsibility between businesses and consumers. Businesses are not only responsible for the products they manufacture or sell, but also for the services they provide to consumers, including repair services (Mara et al., 2023).

Provisions regarding the obligation to meet safety standards in the use and repair of gas stoves are actually clearly regulated in several national regulations. Article 2 of the Regulation of the Minister of Industry of the Republic of Indonesia Number 22 of 2024 concerning the Mandatory Enforcement of Indonesian National Standards for Gas Stoves (Permenprin No. 22/2024) states that:

- (1) Mandatory Implementation of SNI for Gas Stoves
- (2) The SNI for Gas Stoves referred to in paragraph (1) consists of:
  - a. SNI 8660:2018 Household Gas Stoves;
  - b. SNI 7613:2019 and SNI 7613:2019/Correction1:2023 Commercial Gas Stoves; and SNI 9100:2022 and
  - c. SNI 9100:2022/Correction 1:2023 Portable Gas Stoves.

The provisions contained in Article 2 of Permenperin No. 22 of 2024 are a form of administrative legal intervention by the government in order to ensure consumer safety in the use of high-risk products, such as gas stoves.

This article explicitly changes the nature of the Indonesian National Standard (SNI) from *voluntary* to *mandatory* for all types of gas stoves circulating in the Indonesian jurisdiction. This means that every business entity that manufactures, imports, trades, or performs servicing or repair of gas stoves must comply with the safety standards as stipulated in SNI 8660:2018, SNI 7613:2019, and SNI 9100:2022 along with their amendments.

Legally, the mandatory implementation of SNI has a legitimate basis in Article 25 of Law Number 20 of 2014 concerning Standardization and Conformity Assessment, which states that a standard can be designated as a mandatory standard by the relevant ministry if it concerns aspects of safety, security, health, and environmental protection and preservation. Thus, Permenperin No. 22 of 2024 is a concrete and operational implementing regulation of the law.

The obligation to comply with SNI for gas stoves and related components is a manifestation of the principle of consumer safety and security as stipulated in Article 2 of the UUPK. This principle requires business actors to ensure that every good or service traded is safe to use and does not pose a risk to consumer safety and security ( ). Thus, gas stove repair service businesses can no longer argue that their responsibility is limited to functional repairs, because safety is an integral part of the services provided (Aulia et al., 2021) .

Consumer protection is defined as all forms of efforts that ensure legal certainty in providing protection for consumers. This provision emphasizes that the main essence of consumer protection is to establish a legal system that can guarantee safety, comfort, and security for consumers in the use of goods and/or services (Usaha, 2020) .

Legally, consumer protection for gas stove repair services is based on the principle of *strict liability* as implied in Article 19 of the Consumer Protection Law, which requires business actors to provide compensation without having to prove fault on the part of the consumer. This principle differs from the general civil liability provisions in Article 1365 of the Civil Code, which requires the element of fault (*schuld*) as the basis for the obligation to provide compensation. Thus, any loss arising from repair services, whether material (property damage), immaterial (trauma), or physical (injury or death), remains the responsibility of the business operator, regardless of intent or negligence (Nuha, 2021) .

Consumers of gas stove repair services have nine basic rights as stipulated in Article 4 of the UUPK. In the context of gas stove repair, these rights include the right to comfort, safety, and security; the right to choose services and receive results as promised; the right to receive

accurate and honest information; and the right to file complaints and obtain fair dispute resolution. Consumers are also entitled to advocacy, education, non-discriminatory services, compensation, and other rights as stipulated in the provisions of the Consumer Protection Law.

Consumer protection is an integral part of the national economic legal system, which aims to ensure a balance between the interests of business actors and consumer rights. According to Philipus M. Hadjon, legal protection for the community is divided into two forms, namely *preventive* and *repressive legal protection* (Hadjon, 1987). In the context of consumer protection, preventive legal protection is manifested through legislation that provides security and safety guarantees for consumers, while repressive legal protection is carried out through law enforcement mechanisms when consumer rights are violated (Usaha, 2020).

Legal protection for consumers has two primary forms of protection are recognized, namely preventive and repressive measures. Preventive protection refers to efforts made to avoid the occurrence of legal violations or disputes before they happen a form of protection carried out preventively before losses arise, with the aim of preventing violations of consumer rights (Rosalina, 2021). This form of protection is realized through strict supervision, regulation, and standardization of repair service businesses. For example, the government can require certification for technicians who repair household gas appliances, the implementation of standard operating procedures (SOPs), and the use of components that meet Indonesian National Standards (SNI). These preventive measures are in line with the principles of consumer safety and security as stipulated in Article 2 of the UUPK.

Legal protection for consumers is not only realized through the regulation and supervision of business activities, but also through dispute resolution mechanisms that provide access to justice in a fast, simple, and inexpensive manner. One of the institutions established by the government for this purpose is the Consumer Dispute Settlement Agency (BPSK), as regulated in Articles 49 to 58 of the UUPK.

In practice, flexible dispute resolution through the BPSK is carried out with due regard to the principle of substantive justice. Based on Article 54 of the UUPK, there are three mechanisms that can be used, namely conciliation, mediation, and arbitration. These three mechanisms all aim to provide a fair resolution through an agreement or decision that is binding on the parties. The examination process at the BPSK begins with the filing of a complaint by a consumer who has suffered a loss, followed by the summoning of the business operator to provide information. The BPSK Council, which consists of representatives from the government, business operators, and consumers, then examines the case within a relatively

short period of time, namely a maximum of twenty-one working days from the date the file is declared complete.

The results of the BPSK examination may include a decision requiring the business operator to provide compensation, repairs, replacement services, or reimbursement of costs to the consumer. If one of the parties does not accept the decision, the UUPK grants the right to file an objection to the District Court within fourteen working days from the date the decision is received. If no objection is filed within that period, the BPSK's decision is final and binding on the parties. (Purwito, 2023) .

### **Liability of Business Operators Who Are Negligent in Providing Gas Stove Repair Services**

Business operator negligence in gas stove repair services can occur in two dimensions, namely technical and non-technical negligence. Technical negligence includes errors in diagnosing the source of damage, installing components that do not meet standards, using unsuitable spare parts, and not conducting gas leak tests after servicing. (Meidiarti, 2022) . Meanwhile, non-technical negligence includes the failure of business actors to convey sufficient and clear information to consumers, the absence of repair work documentation, or failure to confirm safety after servicing. Both types of negligence essentially give rise to legal liability, because they directly or indirectly threaten consumer safety.

The accountability obligation of business actors is one of the fundamental aspects of the consumer protection system in Indonesia. In the context of providing gas stove repair services, business actors not only have an obligation to repair technical damage, but also bear legal responsibility if negligence occurs in the performance of their work that results in losses for consumers (Dhamayanti, 2021) . This principle is in line with the principle of consumer safety and security as emphasized in Article 2 of the UUPK, which requires that every business activity guarantees consumers' rights to safety in the use of goods and/or services.

In Indonesia, this principle is reaffirmed in Article 2 of the UUPK, which includes the principles of benefit, fairness, balance, safety, and legal certainty. These five principles guide business actors to conduct economic activities responsibly, not merely pursuing profit, but also considering the safety and welfare of the community. Therefore, business actors have two forms of legal responsibility: preventive responsibility and repressive responsibility (Sugesti et al., 2020) .

Preventive responsibility relates to the obligation to prevent consumer losses through the application of quality standards, technician certification, and compliance with technical

regulations, while repressive responsibility relates to the obligation to compensate for losses in the event of a violation or negligence. More specifically, Articles 7 and 19 of the UUPK are the main normative basis for gas stove repair service providers. Article 7 letter a of the UUPK stipulates that business actors are obliged to act in good faith in carrying out their business activities, which legally includes *due diligence* in every stage of service provision. Failure to fulfill this obligation is considered a violation of the principle of good faith, especially if the business operator fails to provide accurate and transparent information (letter b), does not guarantee the quality of services (letter d), or does not provide compensation for losses incurred (letters f and g). Meanwhile, Article 19 of the UUPK emphasizes the mechanism of business operator liability, with the following provisions:

- a. Business actors are obliged to provide compensation to consumers within a maximum period of seven days from the date of the transaction or from the date the loss occurred.
- b. Compensation may take the form of a refund, replacement of services or goods of the same type, provision of health services, or compensation.
- c. The business operator's obligation to provide compensation does not preclude the possibility of criminal charges if there is evidence of intent or gross negligence (paragraph 4).
- d. Business operators may only be exempted from liability if they can prove that the loss was caused by the consumer's own fault (paragraph 5).

These principles are reinforced by Article 8 of the UUPK, which explicitly prohibits business actors from selling goods and/or services that do not meet quality standards or are not in accordance with the specified specifications, or endanger consumer safety (Walukow, 2020). Violations of these provisions are subject to sanctions in the form of administrative, civil, and criminal penalties as stipulated in Articles 60 and 62 of the UUPK, with a maximum imprisonment of five years and a fine of up to two billion rupiah.

Thus, the legal responsibility of gas stove repair service providers is not limited to providing services that meet technical standards, but also includes moral and social obligations to ensure user safety (Wibisana et al., 2023). This principle emphasizes that consumer protection is not merely a formal right, but part of a legal system that demands professionalism and full compliance with public safety standards.

The responsibility of negligent business actors is not only interpreted within the framework of positive law, but also in the context of business ethics and morality. The principle of good faith is the benchmark for assessing whether a business actor has met the standards of professional obligations in providing repair services. Failure to meet *the duty of care* standard

indicates that the business actor has not performed its function responsibly towards consumer safety. Thus, the application of legal liability imposed on negligent business actors is a concrete form of repressive legal protection that aims to uphold justice, provide a deterrent effect, and ensure that business practices run in accordance with the principles of safety and legal certainty (Wibisana et al., 2023).

## 5. CONCLUSION AND RECOMMENDATIONS

### Conclusion

Legal protection for consumers of gas stove repair services is regulated in the UUPK through two types of protection, namely preventive and repressive. Preventive protection focuses on the obligation of business actors to convey accurate information and ensure the safety of repair services, while repressive protection gives consumers the right to claim compensation through the courts or BPSK. However, its effectiveness remains low due to weak supervision and public legal awareness. Business operators who are negligent are liable under the principles of *negligence* and *strict liability*, with obligations to compensate for both material and immaterial damages in accordance with Article 19 of the UUPK and Article 1365 of the Civil Code, thereby making liability both legal and moral.

### Recommendations

The government needs to strengthen preventive legal protection through the implementation of safety standards and national certification for gas stove repair services, accompanied by strict supervision by the Ministry of Industry and related institutions regarding compliance with SNI. Business actors are advised to be transparent in providing post-service information and to conduct technician certification, work safety training, and periodic internal audits. In addition, derivative regulations are needed to regulate professional standards and the legal responsibilities of businesses providing household gas appliance repair services. Consumers also need to increase their legal awareness by understanding their rights under the UUPK and actively reporting violations to the BPSK in order to create a fair and balanced legal relationship between businesses and consumers.

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