

Cash on Delivery in E-Commerce Indonesia: A Solution or a Problem?

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ABSTRACT

Cash on Delivery (COD) is one of the frequently utilized payment methods in Indonesian e-commerce, enabling buyers to settle payments for purchased goods upon their arrival at the designated address. However, the limited comprehension among the public regarding the COD mechanism gives rise to various legal predicaments, encompassing both criminal and civil aspects. This research endeavors to ascertain the psychological state of logistics partners who fall victim to consumers misconstruing the COD process, the legal quandaries prompted by COD, and legal remedies to these issues. Employing the normative juridical method with a statutory approach, supplemented by concepts, cases, and interviews, this study finds that, according to the Job Stress Scale measuring instrument, couriers experiencing a substantial volume of daily COD deliveries endure significant stress levels at 58.5%. The stress among couriers emanates from rampant instances of legal transgressions associated with COD, encompassing both criminal and civil domains. Consequently, addressing this challenge necessitates the provision of alternative payment modes such as bank transfers, digital wallets, or installment payments. Furthermore, the establishment of specialized COD regulations is imperative to mitigate the likelihood of similar occurrences in the future.

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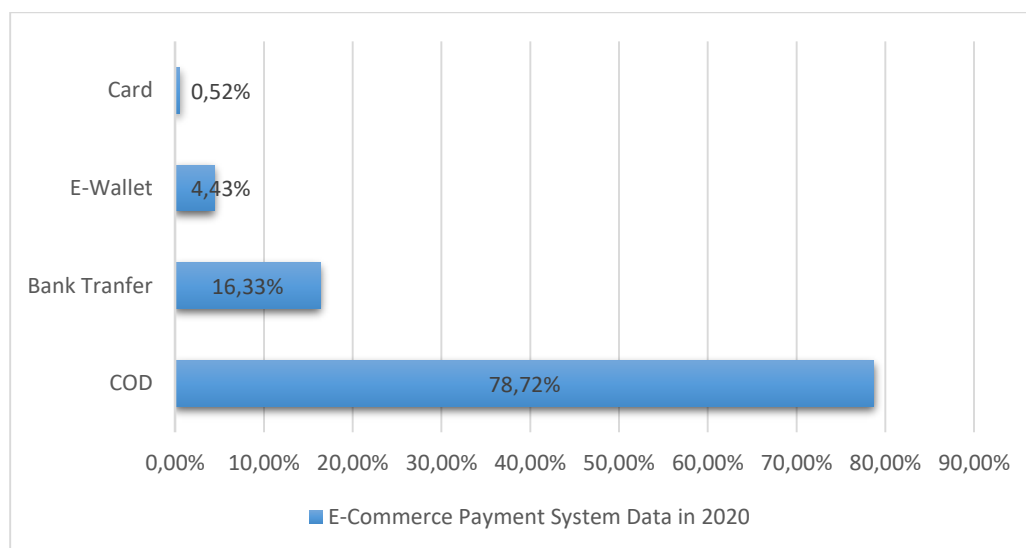
PRELIMINARY

Cash on Delivery (COD) is one of the payment methods often used in e-commerce in Indonesia.¹ This payment method allows the buyer to pay for the item he buys when the item arrives at the destination address.² Along with the increasing popularity of e-commerce in Indonesia, the use of COD is also expanding.³ The popularity of this new method that is considered to provide convenience to consumers does not go hand in hand with the

¹ (Rama Dhianty, 2022, p. 214).² (Ropi'i, 2022).³ (Mustajibah & Trilaksana, 2021, p. 4).

knowledge of consumers evenly. Most of the consumers think that COD is a method of buying and selling / bargaining transactions like in the physical market. The low public knowledge regarding the COD payment method has caused many legal problems, both civil and criminal law.

Grafik 1 E-Commerce Payment System Data in Indonesia in 2020



Sumber :⁴ diolah oleh penulis

In Graph 1, it is illustrated that COD in 2020 is the most favorite payment method. This is because, COD offers safer and more convenient payment procedures as well as giving customers the right to check the quality of the products that have been received, Fajar et al., 2023. so that it can make it easier for customers.⁵ Another definition of COD is stated by is a payment option service to ship goods, when the goods arrive at the destination address, COD is a payment method whose transactions are made in cash to the courier.⁶ The use of COD in e-commerce also poses several problems, both for consumers and logistics partners. One of the problems that often occurs is when consumers do not understand the mechanism of COD and refuse to pay for goods that have been received. This causes financial losses for the logistics partner who has delivered the goods.

COD transactions are usually a process of buying and selling transactions where sellers and buyers can meet at an agreed place and time, and the goods to be sold and traded can be checked directly for their condition, and this COD transaction can be terminated like any other sale and purchase transaction.⁷ There are advantages and disadvantages of the COD system. One of the advantages is that the ordered item will arrive before the buyer pays. At the same time, one of the drawbacks is that the buyer may refuse to pay for the item that have arrived if the item that arrive are different from his order.⁸ In fact, the implementation of the COD method is declared valid by referring to Article 1458 of the Civil Code which states that buying and selling is considered to have occurred between the two parties immediately after they reach an agreement on the goods and prices even though there has been no payment and the goods have not been handed over to the buyer.⁹

⁴ (Jayani, 2021).

⁵ (Halaweh, 2018, p. 1).

⁶ (Akbar & Alam, 2020, p. 5).

⁷ (Arham, 2022, p. 73).

⁸ (Wiryawan, 2021, p. 187).

⁹ (Anugrah, 2022, p. 86).

There are several previous studies that have discussed related to COD, such as a journal article that has been published by Dewi Rahmawati Gustini with the title “Diskursus Penolakan COD (Cash on Delivery) oleh Konsumen Di Media Online Dalam Perspektif Hukum Perdagangan”. In the article, it states that online media coverage on Kompas.com, Republika.co.id, and Detik.com shows that the biggest consumer rejection occurs due to the lack of knowledge of consumers themselves about COD (Cash on Delivery) transactions. This can happen due to lack of literacy awareness in the community, especially Indonesian people.¹⁰ In line with this article that there is a tendency to reject and assume that COD is a new problem resulting from an innovation in finance.

Next in the journal article with the title “Prospek Pelarangan *Cash on Delivery* (COD) Sebagai Sistem Pembayaran dalam Perdagangan Secara Elektronik” published by Sabrina Salasabila. Sabrina concluded that to get a statement that is complete, relevant, right on target, and can be accounted for the truth of the information, the author conducted an interview. According to Bank Indonesia, the payment system is only available in cash and non-cash. In this case, COD does not focus on cash and non-cash payments but focuses on buying and selling systems that involve third parties where the marketplace and couriers are third parties. The purpose of COD is to provide convenience for its users, this can be said COD is only a marketing strategy so that buyers are interested in shopping online. There are no regulations that clearly regulate COD, but if you look at the Government Regulation on Trading Through Electronic Systems there are several articles that can be used as a basis for transactions using COD. Namely contained in Articles 40 and 41 concerning electronic offers, Article 52 concerning electronic contracts, Articles 60 to 62 concerning payment systems, Articles 63 to 68 concerning delivery of goods and services, then finally contained in Articles 69 to d. Article 71 on exchange and cancellation of purchases of goods or services.¹¹ There is a common goal between previous research and this article, which is to support the potential prohibition or closure of COD payment methods that cause a series of current legal problems.

Finally, in a previous study published in 2020 written by Helmi Djardin and friends with the title “Perlindungan Hukum Terhadap Kurir Dalam Sistem *Cash On Delivery* (COD)”. Helmi Djardin in his article argues that in buying and selling online using the Cash On Delivery system there are parties involved, namely marketplaces, sellers, consumers, and courier service companies (couriers). This sale and purchase raises rights and obligations that must be fulfilled, in this case there are no regulations that specifically regulate the protection of couriers but the employer company is required to provide protection for its workers company.¹² The similarity of victims' points of view became a meeting point to continue the previous in this study. Previous research emphasized that legal protection is needed for couriers as a form of legal certainty and protection as workers. In line with this study which analyzes the problem from the perspective of couriers as victims of illegal acts and criminalization of consumers.

After seeing the similarities between this study and previous research, there are also differences that will be written. First, the discourse discussed in this study is based on cases that have occurred over the past three years. Second, the prohibition that is the purpose of this study is based on the perspective of the courier who is the victim. Third, the concept of an electronic payment system that is better than COD or the renewable concept of COD. In addition to explaining the differences with previous research, this study also uses the psychological rationale of several couriers who become concrete data and data on violations of law from consumers to find whether COD is a solution or a problem.

¹⁰ (Gustini, 2022, p. 307).

¹¹ (Salsabila, 2023, p. 962).

¹² (Djardin et al., 2022, p. 34).

Therefore, proper handling and effective solutions are needed to overcome the problems associated with the use of COD in e-commerce. This article will discuss more about the psychological condition of logistics partners who are victims of consumers who misinterpret the COD mechanism, as well as review the rules and regulations that cause COD consumer behavior in Indonesia. Because of that we can research about the psychological condition of logistics partners who are victims of misinterpretation of the Cash on Delivery mechanism, the legal problems caused by Cash on Delivery in Indonesia and the solution to legal problems caused by Cash and Delivery in Indonesia?

METHOD

The type of research that will be used in this study is normative juridical legal research, namely literature law research carried out by examining literature materials or mere secondary data. With data sources in the form of law, legal papers, legal articles, news articles as well as the views of legal experts. In this study, the data collection technique that will be used by the author is the literature study method by taking data from the literature that will be used to find concepts, theories, opinions, and discoveries that are closely related to the subject matter in this study.¹³ By using a legal approach or juridical approach, namely research on legal products,¹⁴ Conceptual approach this approach is done because there is no legal rule for the problem at hand,¹⁵ and case approach where this approach is carried out by reviewing cases related to the issue at hand.¹⁶

In this research, the data analysis technique that will be used by the author in this study is a qualitative descriptive data analysis technique, namely drawing and interpreting a condition or existing relationship, existing opinions and consequences that are occurring. There is a theory that will be used by the author, namely the theory of distributive justice. The pioneer of the theory of distributive justice was John Rawls, an American political philosopher. In his book "A Theory of Justice" (1971), Rawls suggested that distributive justice should be based on principles that rational individuals would choose in the same initial position and ignorant of their identity and standing in society.¹⁷ In this initial position, such individuals will choose principles that will ensure fairness for all members of society, regardless of their social, economic, or political standing. In the context of Cash on Delivery in Indonesian e-commerce, the theory of distributive justice can be used to evaluate whether the use of the COD payment method is fair to all parties involved, including buyers, sellers, and logisticians.

RESULT AND DISCUSSION

Overview of Stress in Logistics Partners

The presence of the COD system has a significant impact on the psychological condition of logistics partners. This statement is not just a mere opinion, but has become a conclusion of the methodological procedures of psychology that have been carried out below. Stress is a condition where there is an imbalance between the demands of the environment and the resources owned to meet these demands.¹⁸ The demands in question can be in the form of responsibilities, pressures, obligations, and unexpected things from employees and resources including things within the control of employees to resolve

¹³ (Soekanto, 2003).

¹⁴ (Nasution, 2008).

¹⁵ (Ibrahim, 2013).

¹⁶ (Marzuki, 2019).

¹⁷ (Rawls, 1971).

¹⁸ (Richardson & Rothstein, 2008).

demands.¹⁹ Newman and Beeher in mentioned that the imbalance between demands and resources can affect the welfare of workers.²⁰ In addition, work stress has a significant relationship with worker performance where if workers experience high levels of work stress, employee performance will also decrease.²¹ In this study, researchers also wanted to see how stress experienced by couriers. The description of stress from couriers is defined in this study using the Job Stress dimension on the psychological measurement tool Job Stress Scale (JSS). Researchers sampled logistics partners in Jakarta and Tangerang.

The data taken in this study were as many as 124 participants (n = 124) with a fairly diverse age range at the age of 19 to 29 years. In demographics, researchers also took data on how much courier intensity in sending COD packages per day, can be seen in Table 1. The majority of participants stated that COD packages that can be delivered in one day reached 4-6 times a day. 47% of participants also expressed the intensity of sending COD packages more than 6 times a day. The number above can represent and represent that the intensity of couriers in delivering COD packages per day is quite high.

Table 1 Intensity of COD Package Delivery in a Day

Intensitas	Persentase (%)
1-3 packages/day	6.45%
4-6 packages/hari	47.58%
7-10 packages/hari	29.03%
>10 packages/hari	16.94%

The Job Stress dimension measuring instrument on the Job Stress Scale (JSS) measuring instrument consists of 9 items used and distributed to package delivery service couriers in Jakarta and Tangerang. As a result of the descriptive statistical analysis in Table 2, the mean value of the total score of the measuring instrument is higher than the middle value. This means that the results of the Job Stress dimension analysis indicate a fairly high level of stress from couriers in the context of their work delivering COD packages. Specifically in percentage, the level of stress experienced by couriers is 58.5%.

Table 2 Results of Descriptive Statistical Analysis

Variable	Min.	Max.	Mean	Standard Deviation (SD)
Job Stress	14	45	31.8	4.86

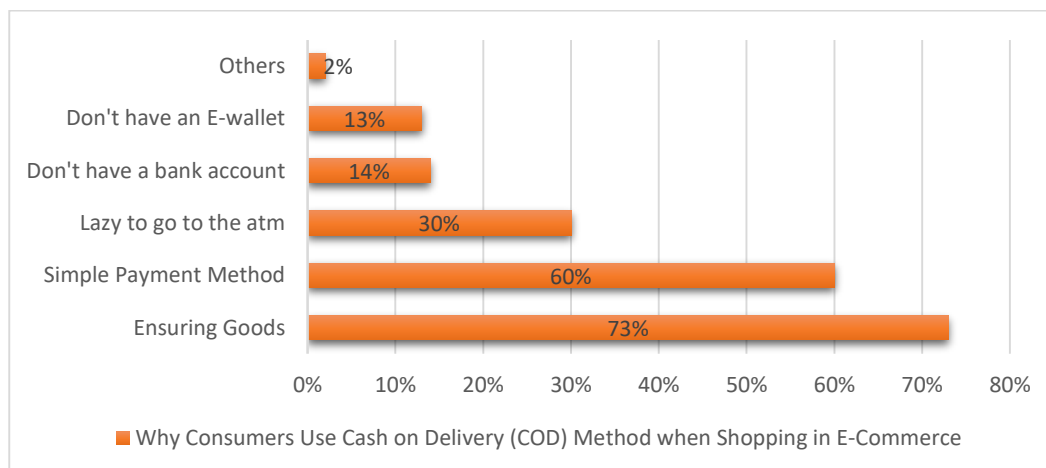
The interpretation of high values means that there is concern about limited time in completing work, especially when delivering COD packages. The demands of duties and work from companies such as needing to compensate for goods sent also cause stress. The stress seen from the item also refers to the feeling of being financially burdened which has a high impact on the courier financially as well.

¹⁹ (Robbins et al., 2015).

²⁰ Richardson and Rothstein, 2008.

²¹ (Purwarini & Novadjaja, 2016).

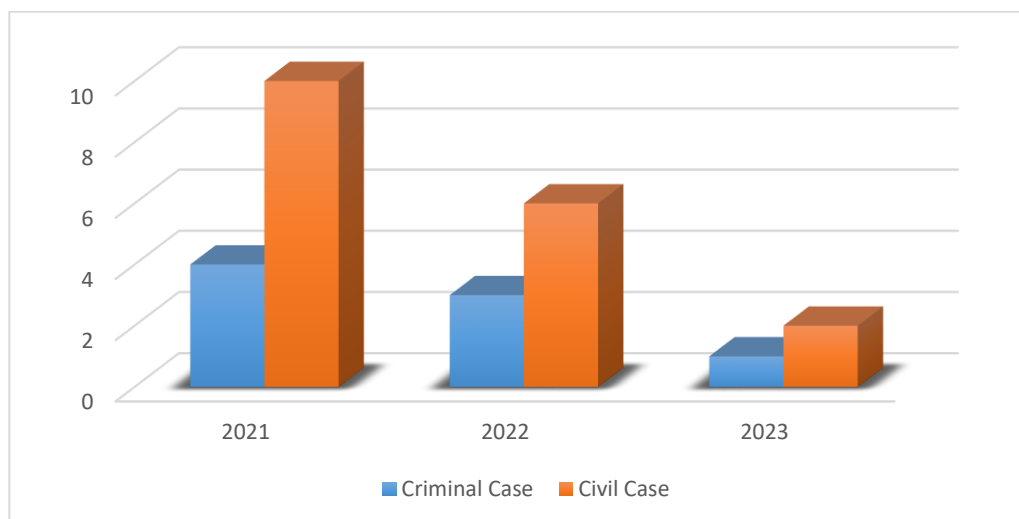
Graphic 2 Why Consumers Use Cash on Delivery (COD) Method when Shopping in E-Commerce in 2021



Source : processed by the author.²²

In graph 2, it is illustrated that the reason most people like to use the COD payment method is so that people can easily ensure that the packages that come contain the contents are what they ordered. Then the existence of the COD system also makes it easier for the community because of its simple payment system where people do not need to go to an ATM or create a bank account. However, this convenience is not accompanied by public awareness to pay for packages that come in COD, this can be seen by the rampant cases of COD package rejection experienced by couriers which can be seen in the graph below.

Graphic 3 COD Violation Case Data 2021 - 2023



Source: ²³ processed by the author.

In graph 3 depicted the number of COD violation cases both Criminal and Civil cases over the last 3 years. Where in the graph above, it can be seen that COD violation cases are dominated by Civil cases with the highest peak cases in 2021 as many as 10 cases, in 2022 as many as 6 cases and in 2023 as many as 2 cases. The large number of COD violation cases certainly has a significant impact not only for sellers or buyers but also for COD package

²² (Rizaty, 2021).

²³ (Admin, 2023; Davina, 2022; Erika, 2022; Fajriah, 2021; Gunadha & Handayani, 2021; Jaya & Susanti, 2022; Keban, 2022; Kumalasari, 2022; Pratnyawan, 2021a, 2021b; Sarah, 2021; Shemi, 2021).

delivery couriers themselves because couriers often get unpleasant treatment from package buyers with the COD system.

Forms of Legal Problems Caused by Cash on Delivery in Indonesia

In the case of payment transactions using the COD system, the legal position of the courier is as a person who replaces the freight forwarding service company in exercising the power given by the seller to him in terms of delivering goods to the buyer, this is regulated in Article 1792 – 1819 of the Civil Code concerning the granting of power. The courier also acts as a recipient of entrustment entrusted to store goods to be sent to the buyer, this is in accordance with Articles 1694 – 1739 of the Civil Code concerning the storage of goods. In addition, in accordance with the provisions of Articles 1382 – 1456 of the Civil Code on payment, the courier also acts as someone who receives payment from the buyer to be forwarded to the seller.

So that the form of legal protection that can be provided to couriers in the COD transaction system is to guarantee that if there is a discrepancy or error in the goods ordered, it is not part of the courier's responsibility, if the occurrence of the discrepancy is not caused by the courier's fault or negligence, in accordance with the provisions in Article 1708 of the Civil Code. For losses suffered by couriers, it must be replaced and accounted for by the seller, if the nonconformity and damage to the goods from the beginning is the result of the seller's fault. Furthermore, for the return of goods, the buyer should follow the conditions set by the marketplace, namely by reporting the item to be returned through the platform previously used to order the goods, not to the courier.²⁴

But in fact there are still many cases of COD violations that delegate all the blame for the COD package that the buyer receives to the courier so that often the courier also gets unpleasant behavior from the buyer, data on cases of COD violations both criminally and civilly can be seen in the table below.

Table 1 Civil Law Violations Committed by Consumers

No	Consumer Actions	Place and Time of Occurrence	News Link	Action Classification
1.	Scolding couriers and refusing to pay for COD packages	Ampelu Tuo Village, Batanghari Regency, Jambi Province (February 2021)	https://regional.kompas.com/read/2021/02/13/17385601/video-viral-pembeli-marah-dan-tolak-bayar-paket-cod-kurir-sudah-3-kali-saya?page=all	Civil
2.	Swearing at the courier and not want to pay	15 May 2021	https://www.kompas.com/tren/read/2021/05/16/173000465/video-viral-pembeli-maki-kurir-saat-cod-ylki-literasi-digital-rendah?page=all	Civil
3.	Dousing the courier with water and not	Palembang, South Sumatera (10 June 2021)	https://tasikmalaya.pikiran-rakyat.com/nasional/pr-062033911/terjadi-lagi-pria-	Civil

²⁴ (Putri & Dalimunthe, 2021).

	want to pay for the package		di-palembang-tolak-bayar-barang-cod-yang-tidak-sesuai-hingga-nekat-siram-kurir https://www.tiktok.com/@pikiranrakyat/video/6976058153343405313?is from webapp=1&sender device=pc&web id=7211926664371389953	
4.	Threatening to handcuff the courier and not want to pay for the package	Mekar Baru District, Tangerang Regency (16 June 2021)	https://lampung.tribunnews.com/2021/06/17/viral-pembeli-ngamuk-kurir-cod-diancam-akan-diborgol?page=all	Civil
5.	Don't want to pay for the opened COD package and slam the package	28 January 2022	https://www.tiktok.com/@akuratco/video/7058099232452005146?is from webapp=1&sender device=pc&web id=7211926664371389953	Civil
6.	Don't want to pay for COD packages that have been opened	12 May 2022	https://www.tiktok.com/@tukangbagiinfo/video/7173680147776785666?is from webapp=1&sender device=pc&web id=7211926664371389953	Civil
7.	Do not want to pay for COD packages whose goods have been opened	21 June 2022	https://www.viva.co.id/trending/1487979-viral-bapak-bapak-tidak-mau-bayar-paket-cod-yang-sudah-dibuka?page=1	Civil
8.	Don't want to pay for COD packages that have been opened	01 March 2023	https://www.tiktok.com/@pensilmusic/video/7206126703742078235?is from webapp=1&sender device=pc&web id=7211926664371389953	Civil

Source:²⁵ processed by the author.

Table 1 outlines instances of Cash on Delivery (COD) violations predominantly categorized as civil cases, wherein consumers refuse payment for received and opened packages, often accompanied by mistreatment of couriers. E-commerce platforms like Shopee, while facilitating transactions, maintain limited responsibility for package discrepancies, serving primarily as intermediaries for returns or complaints. Couriers, per the Civil Code, bear no obligation beyond their authorized duties and lack legal ties to buyers or sellers. Default, governed by the Civil Code, encompasses various scenarios of contractual

²⁵ (Akuratco, 2022; Angga, 2021; Azanella, 2021; Baitiri, 2021; May, 2022; Nuraini, 2021; Pensilmusic, 2023; Tukangbagiinfo, 2022).

non-compliance, including tardiness or failure to fulfill promised actions, with legal consequences outlined in Government Regulation Number 71 of 2019.

Electronic transactions within E-commerce, as governed by Government Regulation Number 71 of 2019, entail legal ramifications for parties failing to fulfill their obligations, such as consumers refusing legitimate payments. Default, as defined by the Civil Code, encapsulates a range of contractual breaches, subjecting violators to legal consequences. Couriers, distinct from parties with contractual obligations, operate within their authorized scope, absolving them of additional responsibilities. E-commerce platforms, though facilitating transactions, primarily serve as conduits for complaints or returns rather than assuming liability for package discrepancies.

Table 2 Criminal Law Violations Committed by Consumers

No.	Consumer Actions	Place and Time of Occurrence	News Link	Action classification
1.	Don't want to pay for the package and point a gun at the COD package courier	Tenjolaya, Bogor Regency (2 May 2021)	https://www.cnnindonesia.com/nasional/20210503144129-12-637919/kurir-ditodong-pistol-di-bogor-pelaku-enggan-bayar-pesanan	Criminal
2.	Threatening the courier and pointing a sword	Parung Benying Village, Serua, Ciputat, Tangerang (25 May 2021)	https://megapolitan.kompas.com/read/2021/05/26/19493801/pria-di-ciputat-ancam-kurir-cod-dengan-pedang-karena-merasa-ditipu-beli	Criminal
3.	Threatening the courier with an axe	Batang Hari Regency, Jambi (8 July 2021)	https://www.suara.com/news/2021/07/08/200333/terjadi-lagi-barang-tak-sesuai-pesanan-kurir-diancam-pakai-kapak-saat-cod?page=all	Criminal
4.	Don't want to pay for the package and stab the COD parcel courier	Banyuasin, South Sumatra (30 January 2023)	https://metro.suara.com/read/2023/01/30/065735/konsumen-tak-mau-bayar-kurir-paket-cod-malah-ditusuk-netizen-hapus-saja-sistem-ini	Criminal

Source:²⁶ processed by the author.

Table 2 illustrates a predominance of criminal cases within Cash on Delivery (COD) violations from 2021 to 2023, including instances of consumers endangering courier lives through actions such as brandishing weapons and, most recently, a stabbing incident in Banyuasin. Such criminal acts raise significant concerns regarding courier safety, with

²⁶ (Bagoesvlog, 2022; Bustomi, 2021; Dis/ain, 2021; Gunadha & Indriani, 2021; Nerokuma, 2021; Reksa, 2023).

threats ranging from axes in Jambi to guns in Bogor and swords in Tangerang. These actions can result in severe penalties under the Criminal Code, with potential imprisonment for up to 5 years for causing serious injury.

The evolution of legal issues surrounding COD in Indonesian e-commerce reflects a transition from civil law violations to criminal offenses, highlighting a fundamental lack of understanding regarding its mechanisms. The disparity in knowledge exacerbates the problem, rendering COD an impediment rather than a solution in the digital age. With Indonesia's literacy levels and legal literacy in mind, it's evident that COD presents a novel challenge within electronic transactions, necessitating comprehensive reforms to ensure safety and integrity.

Solutions to Solve the Problem of Using Cash on Delivery in E-Commerce

Related to the use of COD payment systems in e-commerce which are currently widely used by the public. There are already rules, terms, and conditions related to the COD system that have been provided on each e-commerce platform as listed in the table below.

Table 3 Terms and Conditions related to COD on E-Commerce platforms

No.	E-Commerce Name	Term and Conditons of Cash on Delivery
1.	Shopee	<ol style="list-style-type: none"> 1. The buyer is allowed to open the package before paying and return it to the courier if the order does not match the description/photo. 2. The buyer must be willing to open the package in front of the courier and be willing to be recorded (faceless) during the check. If the Buyer does not agree to be recorded, the Buyer must pay COD as usual and cannot participate in the COD Check First program (cannot return the package to the courier). 3. The buyer must return all products in one shipment package even if only one of the products does not match the product description (example: The buyer receives 3 pieces of clothing where 1 shirt is damaged. The buyer must return ALL the clothes at once). 4. As a form of protection from Shopee for Sellers, Buyers who cannot be contacted, do not pay, or reject the package 2X in the last 60 calendar days will be blocked from the COD (Pay on Delivery) payment method option for 60 calendar days after the second rejection.
2.	Tokopedia	<ol style="list-style-type: none"> 1. The buyer gives payment money to the Courier Partner when the order arrives at its destination, in accordance with the nominal stated on the invoice. 2. The Buyer is not allowed to open the package/shipment of Goods until giving payment money to the Courier Partner.

		<p>3. The Buyer can return the Goods or return if the Buyer has not opened the package/shipment of Goods. If the Buyer returns the Goods or returns without opening the package/shipment of Goods, the Buyer does not need to provide payment money to the Courier Partner.</p> <p>4. If the Buyer has opened the package/delivery of Goods and wants to return the Goods or return, then the Buyer is obliged to pay all orders to the Courier Partner and submit a complaint of return of Goods or returns to the Seller through the Resolution Center.</p> <p>5. If within 60 (sixty) days the Buyer cancels a transaction using the COD feature "Pay On Spot" 2 (two) times or the Buyer is not at the place when the courier delivers the package 2 (two) times, the Pay at the Buyer's Place feature will be disabled from the Buyer's choice of payment method by Tokopedia.</p>
3.	Bukalapak	<p>1. Bukalapak will take action against users if users violate and/or are indicated to have violated the Cash on Delivery feature.</p> <p>2. The Terms and Conditions of this COD feature are an integral part of Bukalapak's Terms of Use and Privacy Policy which are subject to change at any time without prior notice.</p> <p>3. By transacting using the COD feature, the User is declared to have read and agreed to the terms & conditions of this COD feature program and the Terms of Use and Privacy Policy of Bukalapak.</p> <p>4. If there is a problem in the form of COD goods lost or damaged on the way to the Buyer or to the Pelapak when the goods are returned, the Buyer and the Pelapak can contact BukaHelp.</p>

Source: Bukalapak, n.d.; Shopee, 2023; Tokopedia, n.d. processed by the author.

The prevalence of violations within the Cash on Delivery (COD) system in e-commerce platforms highlights a significant gap in understanding among users regarding its operational mechanics. Despite the presence of terms and conditions outlining COD procedures, cases of buyers refusing payments after opening packages persist, often resulting in mistreatment of intermediary courier partners. Addressing this issue necessitates a multifaceted approach, including enhanced system transparency and user education for both buyers and sellers. Buyers can mitigate risks by vetting seller reputations and refraining from off-platform transactions, while e-commerce companies must ensure clear complaint mechanisms and sellers provide accurate product information.

Furthermore, the rise in COD violations prompts exploration of safer payment alternatives within e-commerce platforms. In line with the Electronic System Law, which

advocates for non-cash transactions, digital payment methods offer secure options. These alternatives encompass virtual bank transfers, online card payments, and various digital wallet services, each tailored to specific e-commerce platforms. By embracing these alternatives, stakeholders can foster a more secure and efficient e-commerce environment, aligning with evolving legal frameworks and safeguarding transaction integrity.

The concept of alternative secure COD payment methods in E-Commerce must have legal novelty in the form of uniformity of arrangements according to the author's analysis can be implemented with the following steps:²⁷

1. The COD payment method is only applied to consumers who already have a verified account on the relevant marketplace, and have a smooth shopping history and have never rejected an order.
2. The COD payment method is applied to sellers who also have a verified and reputable account and never have complaints of disappointment from buyers, have good ratings and maintain the performance of their stores.
3. If there is a consumer who refuses or cancels an order with the COD payment method, then that consumer may be given a warning and cannot open another account with the same identity. Thus the buyer will not repeat his actions
4. Providing strengthening and increasing legal protection to expeditions and couriers related to the COD payment method, one way is to ask consumers for confirmation if the order will be delivered and ask consumers to prepare payment, as well as informing consumers that if the order is not appropriate, they can directly inform the cancellation request to the seller, not to the courier.
5. The legal umbrella for sellers, consumers, and couriers is more certain so that no party is harmed, especially couriers whose job is only to deliver orders, and it is not their responsibility if the orders received by customers are not appropriate.

Based on the number of cases of violations of the COD system and the current provisions and procedures or mechanisms, there are some things that are no longer relevant to the current situation,(Sanjaya & Nasution, 2023, p. 466) so that reform is needed in Indonesia, based on the theory of distributive justice there are principles of distributive justice that can be used to analyze the problem, that is:

1. The principle of equality: all people have an equal right to an equal share of available resources and opportunities.(Rawls, 2001) Based on this principle, all parties involved in the payment mechanism with the COD system should get their respective shares. Where the seller gets money as a form of payment for the goods sold, then the buyer gets the goods purchased and finally the courier can carry out his rights and obligations as a distributor, namely delivering the package and obtaining payment money for the package. But the fact is that this principle of equality does not work well in the COD payment system because it is precisely when there is a default committed by the buyer, the courier will be held accountable. The non-fulfillment of this equality principle is evidence that this COD system should be abolished due to the fact that couriers are unequal parties in this case.
2. Principle of difference: differences in the distribution of resources and opportunities are considered fair if they benefit the people most in need or have the most significant contribution to society.(Crisp, 2014) In accordance with this principle, the position of

²⁷ (Anugrah, 2022).

the courier in the payment mechanism with the COD system has the greatest contribution because the courier is the party who goes directly to the field by delivering the package to the buyer. The existence of different treatment can be called fair if it benefits parties in need such as COD couriers who often get unpleasant treatment from the buyer so that there is a need for protection efforts for COD couriers by making special regulations governing the payment mechanism with the COD system.

3. Needs principle: the distribution of resources and opportunities should be based on the basic needs of individuals such as food, shelter, health, and education.(Aquinas, 1869) Based on this principle, the COD system should be abolished, this is due to the low public understanding of the mechanisms and workings of the COD system, resulting in many violations of the law, both civil and criminal.
4. Contribution principle: the distribution of resources and opportunities should be based on individual contributions to society.(Kant, 1996) Through this principle, the position of the courier as a liaison party between the seller and the buyer in the payment mechanism with the COD system where the courier is entitled to get rewards for his contribution and workload in this COD system. But in fact this is not fulfilled. When there is a discrepancy, often the courier is the most blame, while the courier's position is only as a third party so that it should be responsible for the discrepancy that occurs is not the obligation of the courier but the obligation of business actors in e-commerce.

CLOSING

The analysis of the Job Stress Scale reveals a significant stress level of 58.5% among couriers handling a substantial volume of Cash on Delivery (COD) packages in Indonesian e-commerce. This stress stems from various factors, including time constraints, task demands, and financial burdens associated with reimbursing losses. Such stress not only jeopardizes courier performance but also undermines their overall welfare, indicating a systemic flaw within the COD framework. Moreover, the legal ramifications of COD extend beyond civil law violations to encompass criminal acts like threats and persecution, highlighting a widespread lack of understanding regarding COD mechanisms. The disparity in knowledge further exacerbates the challenges posed by COD, rendering it more of a hindrance than a solution in the digital era of Indonesian society. To mitigate these issues, transitioning towards non-cash payment methods, such as bank transfers, online credit/debit cards, or digital wallets, emerges as a viable solution. Additionally, implementing uniform COD regulations across all e-commerce platforms could streamline the process and mitigate potential legal breaches. However, despite its inception as a digital financial innovation, COD has paradoxically emerged as a new challenge in the realm of electronic transactions. Consequently, the establishment of specialized regulations governing COD becomes imperative to ensure equitable practices and prevent future legal infractions. By addressing these concerns, the Indonesian e-commerce landscape can foster a more conducive environment for both consumers and couriers, promoting trust and efficiency in transactions while safeguarding the interests of all stakeholders involved.

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