

Business Actors' Default in K-Pop Merchandise Purchase Agreements on Social Media

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Abstract

The rapid development of digital technology has transformed buying and selling transactions, including K-Pop merchandise trading through pre-order systems on social media. The pre-order system allows buyers to place and pay for orders before the goods are available. However, in practice, business actors often commit breaches of contract, such as delayed delivery, mismatched products, or unfulfilled refunds. This research aims to analyze the forms of breach of contract committed by business actors in K-Pop merchandise pre-order agreements and their legal consequences. The study uses a normative juridical method with a statutory and case approach, supported by literature review and data from real cases on social media platform X. The results show that business actors who fail to fulfill their contractual obligations are considered to have committed a breach of contract as stipulated in Article 1243 of the Indonesian Civil Code and are required to compensate the buyers for the losses. Dispute resolution can be pursued through both litigation and non-litigation means as regulated in Article 38 of Law Number 11 of 2008 concerning Electronic Information and Transactions.

Keywords: *Breach of Contract, Sale and Purchase Agreement, Pre-Order.*

INTRODUCTION

The development of information technology has changed the pattern of buying and selling transactions in society, including activities of ordering goods or services online through social media. Online buying and selling activities are a form of transaction for goods or services carried out via the internet, or commonly known as e-commerce, without requiring direct meetings between the seller and the buyer (Rahma, J. dan Suryono, 2025). Online buying and selling activities can save time and energy, as the process is easy and can be carried out through mobile phones, laptops, or other electronic devices.

Article 1457 of the Indonesian Civil Code (KUHPPerdata) explains that buying and selling is an agreement, in which, after the parties have reached an agreement regarding the price and the object of the goods being traded, the seller is obliged to deliver the goods to the buyer, and the buyer is obliged to pay the agreed price of the goods (Kurniawan, O. Zurnetti, 2020). In principle, once an agreement has been reached between the seller and the buyer, whether

conducted directly or through online media, the sale and purchase agreement is considered valid under Article 1457 of the Civil Code. However, for such agreement to have legal force, it must also meet the requirements as stipulated in Article 1320 of the Civil Code. The Article sets out four elements that must be fulfilled, namely: (1) the consent of the parties; (2) the legal capacity to enter into an agreement; (3) the existence of a specific object agreed upon; (4) and the existence of a lawful cause or objective that does not conflict with law, morality, or public order (Tuzzahra, R. Khairani, dan Sautunnida, 2023).

With the development of technology, the form of agreements in terms of buying and selling has also progressed. Where agreements that were previously carried out in physical form can now be carried out digitally through electronic media. This is in accordance with what is stated in Article 5 of Law No. 11 of 2008 concerning Electronic Information and Transactions, which literally explains that electronic documents are valid legal evidence in accordance with the procedural law applicable in Indonesia, and may be declared valid if they use an Electronic System in accordance with the provisions regulated in this Law (Pasal 5 Undang-Undang No. 11 Tahun 2008 Tentang Informasi Dan Transaksi Elektronik, n.d.). However, although electronic documents use a system in accordance with the provisions regulated in the Electronic Information and Transactions Law (UU ITE), the implementation of the agreement remains subject to the provisions of the Civil Code, particularly Article 1320 concerning the requirements for the validity of agreements.

One form of implementation of electronic sale and purchase agreements that has developed at present is sale and purchase using the pre-order system through social media. The pre-order system is a transaction mechanism in which the goods being traded are not yet available directly at the time of ordering, where the goods are only produced in limited quantities, so that buyers must place an order first through a booking system and make advance payment or down payment (DP). In practice, the agreement between seller and buyer in this system is conducted through electronic media without any direct meeting (Hanifah. Hibar, U. dan Samudra, 2023).

In general, the pre-order system is used in the sale of goods, particularly K-Pop merchandise, such as albums, photocards, lightsticks, and various other products. Buyers usually place orders through social media platforms, such as Instagram, Twitter, and so on. After that, they will be placed into a group order (GO), which is a group formed to facilitate the transaction process considering the large number of buyers. The GO admin acts as an intermediary in purchasing K-Pop merchandise pre-orders directly from platforms in South Korea, such as Weverse Shop, Ktown4u, and others.

In the group order (GO) system, when a member is interested in buying an item, they will include their name in the order list in the group or ask the GO admin to record the order. After the order is recorded, members are required to pay a deposit, usually half of the total price of the goods. The remaining payment is made after the goods reach the admin. The admin who manages the group order has the responsibility to ensure that the goods ordered by the members are received in good condition and on time according to the agreement (Shabira, 2024). If a seller or group order (GO) admin does not carry out their responsibility for the goods ordered by members, or in this case the buyers, then indirectly they have committed a default in the sale and purchase agreement of the K-Pop merchandise.

This occurred in a case involving an online shop named @peachy.cokr or peachy cokr. This issue came to light after many buyers voiced their complaints through social media, particularly through a thread on the platform X (formerly Twitter). One thread that received considerable attention was created by an account named @binpcypjs. In the thread, they claimed to have participated in the pre-order system for the purchase of NCT's Resonance album on 7 October 2021. However, after a long period of time, the item was still not received. The seller repeatedly delayed delivery without clarification, where the buyer had chosen to use DHL (Dalsey, Hillblom, Lynn) delivery services, which should have been faster compared to using EMS (Express Mail Service).

Electronic transactions in sale and purchase agreements on social media, particularly in pre-order systems that involve long waiting times, further increase the potential for disputes when buyers' expectations are not met. Article 1338 of the Civil Code states that an agreement is valid as a law for the parties that make it, reflecting the principle of freedom of contract. Theoretically, the principle of freedom of contract serves as the main foundation in making agreements. This principle means that the parties (the seller and the buyer) are free to determine the content and form of their agreement without interference from external parties, as long as it does not conflict with the law. However, in practice, the law still limits this freedom in order to protect broader interests, particularly justice, legal certainty, and protection of the weaker party. Therefore, in the event of default, business actors or sellers are obliged to be responsible in accordance with civil law so that both seller and buyer have balanced legal standing, especially in a pre-order system that is based on trust (Jocylina, M. dan Sawitri, 2025).

METHOD RESEARCH

The research method used in this writing is normative legal research with supplementary data in the form of interview results. The approach used in this research is the statute approach and the case approach by examining the case and studying laws and regulations related to the legal issues being addressed (Atikah, 2022). Data collection in this research was carried out through library research by reviewing legal sources with legal materials used, namely the 1945 Constitution of the Republic of Indonesia, the Civil Code, and Law No. 11 of 2008 concerning Electronic Information and Transactions. Secondary sources consist of books, journals, articles, theses, internet websites, and other legal materials related to the topic discussed by the author.

DISCUSSION

1. Forms of Default in Sale and Purchase Agreements of K-Pop Merchandise through the Pre-Order System on Social Media

The rapid development of digital technology today has facilitated various aspects of human life, particularly in the economic sector, especially relating to the implementation of electronic transactions through e-commerce. Along with changes in human life, e-commerce activities have an impact on the legal field, which includes the identification and validity of the parties involved in transactions (authentication of legal subjects), the legally binding force of agreements, the objects of traded transactions, the mechanism of transfer of rights, the responsibilities of the parties, the validity of documents and digital signatures as evidence, as well as dispute resolution mechanisms and the determination of applicable law (Sari, A. G. Bahroni, A. dan Murty, 2020).

In relation to electronic transactions in the current digital era, various methods of buying and selling have also developed. One example is the pre-order system in sale and purchase. Basically, the pre-order system is a method of purchasing goods from a shop before its actual stock is known. This system allows business actors to receive payments and orders in advance before the goods have been produced (Nurhayani, E. Mulyadi, A. dan Chairunnisa, 2025). This is essentially very advantageous for business actors, as it can minimise excess stock that would cause losses, as well as save production costs. However, the pre-order system in sale and purchase agreements often results in default in practice.

The pre-order system has essentially been classified as a sale and purchase, in this case a sale and purchase agreement. This has been clearly stipulated in Article 1458 of the Civil Code, which explains that a sale and purchase agreement is valid and legally binding from the moment the seller and the buyer reach an agreement regarding the goods and their price, even though the goods have not yet been delivered and the payment has not yet been made (Pasal 1458 Kitab Undang-Undang Hukum Perdata, n.d.). As is known, the contract law of the Civil Code adheres to the principle of consensualism, which means that an agreement is considered valid and begins to apply once consensus is reached between the parties, without the need to wait for other actions such as delivery of goods, payment, or the drafting of a written deed. If both parties agree on the essential matters of the agreement, then the agreement is created and legally binding (Subekti, 1995). Based on this, the pre-order system is included in the clause of the sale and purchase agreement, where even though the goods have not yet been physically delivered, if an agreement between the seller and the buyer exists, then the agreement is legally binding. Although an agreement is considered valid and legally binding, it must still meet the provisions of Article 1320 of the Civil Code regarding the requirements for the validity of agreements, which contain: (1) the consent of the parties; (2) the legal capacity to enter into an agreement; (3) the existence of a specific object agreed upon; (4) and the existence of a lawful cause or purpose that does not conflict with law, morality, or public order (Pasal 1320 Kitab Undang-Undang Hukum Perdata, n.d.). If one of these requirements is not fulfilled, then the agreement may be declared invalid.

In general, in the implementation of sale and purchase agreements, the parties, in this case the business actors and the buyers, have their respective rights and obligations. Rights refer to everything related to something considered fair, owned by someone, or that can be possessed and controlled by an individual. Meanwhile, obligations are everything that is considered necessary and must be carried out by a person. Obligations refer to a requirement or action that must be carried out by an individual as part of fulfilling their rights and social responsibilities. Thus, this becomes the basis for individuals to be able to claim their rights, because only by carrying out the obligations that have been established can a person obtain legitimate rights in accordance with applicable regulations (Dianova, E. R. dan Djajaputra, 2025).

Basically, sellers or business actors have the right to receive payment from buyers in accordance with the agreed price. Meanwhile, in terms of obligations, pursuant to Article 1474 of the Civil Code which states: "The seller has two principal obligations, namely to deliver the goods and to warrant them." This means that the seller is obliged to deliver the goods to the buyer in accordance with what has been agreed upon, whether in terms of type, quantity, or quality. In terms of warranty, the seller must therefore be responsible for two main matters,

namely: guaranteeing peaceful enjoyment and freedom from hidden defects (Bagenda, C., 2024). If a seller or business actor does not properly carry out their obligations, then such conduct can be categorised as a form of default.

In general, there are several forms of default for parties who do not fulfil their performance, even though they have agreed to perform an agreement, including:

1. Not performing what they have undertaken to do;
2. Performing what has been promised, but not as promised;
3. Performing what has been promised but late;
4. Performing something which, according to the agreement, must not be done.

If based on the case committed by @peachy.cokr through a thread on the X platform published by @binpcypjs. Where the buyer joined a pre-order for K-Pop merchandise, namely the NCT Resonance Part. 1 album, for which full payment was made on 7 October 2021. In reality, several albums had been delivered to some buyers, but some were never given. Even according to the statement of the account @binpcypjs, the album they purchased has, until this moment, never arrived in their possession. Therefore, the seller took the initiative to provide a refund to several buyers because, according to their statement, the goods never arrived. The refund was carried out, but on the condition that the seller only provided a refund of 50% of the total price to cover warehouse payments. The refund was also carried out only once at the beginning in instalments, and thereafter no longer continued. This was entirely inconsistent with what the seller had originally promised.

Based on this, the default committed by the seller in this case falls into two forms of default, namely not performing what they undertook to do to @binpcypjs as well as several other buyers, which means not carrying out their performance.

In terms of not performing its obligation, the business actor of @peachy.cokr did not deliver the goods in the form of the NCT Resonance Part 1 album to the account named @binpcypjs until now, counting from 2021, in which the album was ordered using the pre-order system, and the buyer had paid without using a down payment (DP), but instead made full payment to the seller. This caused anger from the buyers, because they thought that the album they had ordered would arrive on time, yet in reality the album never arrived in their hands at all.

2. Legal Consequences of Default in K-Pop Merchandise Pre-Order Transactions on Social Media

In the implementation of sale and purchase agreements, particularly using the pre-order system, default is often committed by either the seller or the buyer. If a person has an obligation in an agreement, in this case the debtor, and has clearly agreed on what they must do, but does not properly fulfil that obligation or only partially fulfils it, then that person is considered to have committed default (Iwanti, 2022).

Article 19 of the Electronic Information and Transactions Law (UU ITE) clearly states that all parties involved in electronic transactions are obliged to use the electronic systems that have been agreed upon. In other words, each party must reach an agreement regarding the procedure of the transaction they will undertake, because the implementation of the transaction must follow such procedures. If the transaction is carried out by one party outside the procedure

that has been agreed upon, then it can be ascertained that one party has violated the agreement or can be referred to as default (Torong, 2021).

Basically, a person who has committed default is obliged to take responsibility for non-compliance with the contents of the agreement. In law, the principles of liability can be distinguished as follows:

1. Liability Based on Fault

This principle emphasises that legal liability against a person can only be imposed if there is an element of fault committed by them.

2. Presumption of Liability

This principle states that the defendant is presumed to be liable until they are able to prove that they did not commit any fault. As long as it is interpreted that the obligation to prove the existence or non-existence of fault lies with the defendant.

3. Presumption of Non-Liability

The scope of consumer transactions under this principle is relatively narrow, and such limitations are generally logically acceptable.

4. Strict Liability (Hanafi, 2023).

In general, default or breach of contract is defined as a situation in which one party does not perform its obligations and does not fulfil what should be allocated to the other party based on the previously agreed contract (Purba, 2022). Default can be equated with negligence in failing to comply with its obligations in an agreement. This will cause losses to the other party. Therefore, there are several sanctions imposed on the party committing it, including:

1. The party causing loss must compensate the other party who feels disadvantaged;
2. Cancellation of the agreement must be accompanied by the payment of compensation;
3. The transfer of risk to the debtor from the moment the default occurs;
4. Payment of court fees if pursued through legal proceedings (Paendong, K. dan Taunaumang, 2022).

In the case of default in the sale and purchase agreement of K-Pop merchandise, legal liability takes the form of compensation through the return of payment (refund), re-delivery of goods according to the order, or other compensation for delay and non-conformity of goods. In the case committed by @peachy.cokr, the compensation made was the return of funds amounting to 50%, but the refund process was paid in instalments to the buyer. Even so, in practice, the 50% refund was also not fully paid by the seller. Based on this circumstance, the actions of the seller are categorised as ongoing default because they failed to carry out the refund obligation as agreed with the buyer.

In terms of liability related to default, compensation as explained in Article 1243 of the Indonesian Civil Code, which discusses that compensation, losses, or interest arising from non-compliance with the agreement creates an obligation for the party causing the loss, after being declared to have failed to fulfil the engagement, remains in default, or if everything that should have been provided can only be delivered or carried out after the time limit has passed (Chandraningtyas, 2023). The resulting legal consequences may include claims for full compensation, cancellation of the agreement by the buyer, as well as the transfer of risk to the seller from the moment the default occurs. Thus, the seller continues to bear legal responsibility until all refund obligations are fully fulfilled.

In Indonesian law, there are two methods of dispute resolution related to default, namely litigation and non-litigation. Where settlement through non-litigation is a method of resolving legal issues outside the court, while litigation is an effort to resolve disputes carried out through the courts (Fazriah, 2023). In addition, the settlement through both litigation and non-litigation has also been explained in Article 38 of the Electronic Information and Transactions Law, in which every individual who suffers loss in the implementation of electronic transactions may file a lawsuit (Torong, 2021).

Thus, it can be concluded that in sale and purchase transactions of K-Pop merchandise through the pre-order system on social media, default may give rise to various legal consequences detrimental to one party, especially the buyer as the weaker party in the agreement. In this case, @peachy.cokr as the business actor is obliged to carry out a full refund as regulated in Article 1243 of the Indonesian Civil Code. However, if this obligation is disregarded, then in this case, the buyer may seek legal liability from the seller through legal channels, either litigation or non-litigation.

Conclusion

A sale and purchase agreement using the pre-order system in the sale of K-Pop merchandise on social media constitutes a valid sale and purchase agreement under Article 1458 of the Indonesian Civil Code, because the agreement is binding from the moment an agreement is reached between the seller and the buyer regarding the goods and the price. However, in practice, this system often gives rise to problems when one of the parties does not fulfil their obligations as agreed, thus resulting in default. The most common forms of default include the seller failing to deliver the goods according to the order, late delivery, or a refund that is not carried out as promised. As in the case of the account @peachy.cokr, the business actor did not fulfil their obligation to deliver the goods nor to make a full refund to the buyer. The legal consequences of such actions are regulated in Article 1243 of the Indonesian Civil Code, which states that the party committing default is obliged to compensate for losses arising from the non-fulfilment of the agreement. Forms of liability may include the return of money, re-delivery of goods, or other compensation according to the agreement. If the seller still fails to fulfil their obligations, the buyer is entitled to claim compensation or cancel the agreement. Dispute resolution arising from default may be pursued through litigation (court) or non-litigation (out-of-court) channels as regulated in Article 38 of the Electronic Information and Transactions Law.

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