LEGAL LIABILITY FOR LOST GOODS PURCHASED ONLINE UNDER A PERSONAL SHOPPER SERVICE AGREEMENT

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Abstract: *The development of information technology has encouraged the growth of online personal shopper services, in which individuals delegate the purchase of goods to other parties in exchange for a certain fee. Although based on voluntary agreements, legal problems frequently arise, particularly regarding the loss of purchased goods. This study aims to examine the legal certainty of personal shopper service agreements from a civil law perspective, analyze the rights and obligations of the parties, and identify the legal basis for liability arising from the loss of goods. This research employs a normative legal research method by examining written legal norms. The study is descriptive in nature and utilizes secondary data derived from primary and secondary legal materials collected through document and library research. The results show that personal shopper service agreements create reciprocal rights and obligations between the parties. Business actors are obligated to act in good faith as regulated under Article 1338 paragraph (3) of the Indonesian Civil Code, while consumers are entitled to legal protection regarding comfort, security, and safety. Liability for the loss of goods is legally based on the Indonesian Civil Code, the Consumer Protection Law, and the Electronic Information and Transactions Law.*

Keywords: *Personal Shopper Service, Legal Liability, Consumer Protection, Online Transactions*

Introduction

The rapid development of science and technology has brought significant progress across various sectors of human life. One of the most influential outcomes of this development is the emergence of the internet, which has fundamentally transformed patterns of social and economic interaction. The use of the internet is no longer limited to accessing information but has also created new forms of business activities, particularly electronic commerce (e-commerce). Business transactions are increasingly conducted electronically, making the internet a crucial medium in modern trade. Without the internet, electronic transactions would be impossible to implement (Padian, 2019).

Along with technological advancement, competition in the business sector has become increasingly intense. The growth of online shopping platforms has opened opportunities for new business models, one of which is the online personal shopper service, commonly known as jasa titip (jastip). This service involves an individual purchasing goods on behalf of consumers from certain stores or shopping centers in exchange for a service fee. The scope of jastip services includes both domestic and imported goods. Acting as an intermediary between sellers and buyers, personal shopper service providers are responsible for purchasing goods requested by consumers. The popularity of online jastip services continues to increase, particularly among Indonesian consumers who wish to obtain goods from other cities or abroad. These services are commonly promoted through social media platforms such as Instagram, Facebook, WhatsApp, and other digital marketplaces (M. Teguh, 2024)

E-commerce transactions constitute legal acts carried out through electronic systems by utilizing internet technology. In practice, commercial relationships must be based on agreements to regulate the rights and obligations of the parties involved and to minimize potential risks. Failure to fulfill contractual obligations may result in legal claims by the aggrieved party. Online transactions offer efficiency, convenience, and accessibility for consumers, ranging from simple products to goods requiring international delivery. High public interest in online shopping is driven by the ease and benefits offered to both sellers and buyers (Anggraeni & Rizal, 2019)

However, online transactions also carry inherent risks, including uncertainty regarding the quality of goods, delays in delivery, and fraudulent practices. In the context of personal shopper services, legal issues often arise when purchased goods are lost or not delivered. Such conditions raise questions regarding legal certainty, liability, and consumer protection. Consumer protection is regulated under Law Number 8 of 1999 on Consumer Protection, which aims to ensure legal certainty and balance between business actors and consumers. Article 19 of the law explicitly obligates business actors to compensate consumers for losses suffered due to goods or services provided. Therefore, legal analysis of personal shopper service agreements is essential to ensure clarity regarding the rights and obligations of the parties and the legal basis of liability arising from the loss of goods in online personal shopper transactions.

Literature Review

The rapid development of information technology has significantly transformed commercial activities through electronic commerce (e-commerce). E-commerce refers to transactions of goods and services conducted via electronic systems using internet-based technology. Recent studies emphasize that e-commerce transactions constitute legal acts that generate rights and obligations for the parties involved and therefore must comply with general principles of contract law to ensure legal certainty (Yulia & Sebubakar, 2024). In civil law, agreements form the legal basis of relationships between parties. The validity of an agreement, including those conducted electronically, is determined by the fulfillment of the requirements set forth in Article 1320 of the Indonesian Civil Code. In the context of online transactions, including personal shopper services, agreements are often formed digitally through social media or online platforms, which may create legal uncertainty when disputes arise (Tarigan & Sawitri, 2025).

Personal shopper services involve a contractual relationship in which the service provider acts on behalf of the consumer to purchase certain goods in exchange for a fee. Recent legal studies classify this relationship as a form of service agreement that contains elements of mandate and compensation, thereby imposing greater responsibility on the service provider (Zayyan & Indawati, 2024). Loss or failure to deliver goods may constitute a breach of contract or unlawful act, depending on the circumstances of the transaction.

Furthermore, consumer protection remains a critical issue in online transactions due to the unequal bargaining position between consumers and business actors. Contemporary research highlights that Law Number 8 of 1999 on Consumer Protection plays a crucial role in ensuring legal certainty and protection for consumers in e-commerce transactions. Article 19 of the law explicitly obligates business actors to provide compensation for losses suffered by consumers, including losses arising from online personal shopper services (Soeharso, et. al & Syafrida, 2025).

Method

This research employs a normative legal research method, which examines law as written norms contained in statutory regulations, legal doctrines, and scholarly opinions. The nature of the research is descriptive, aiming to describe and analyze legal norms governing personal shopper service agreements and liability for lost goods. The approaches used in this study include the statute approach, focusing on relevant laws and regulations such as the 1945 Constitution of the Republic of Indonesia, the Indonesian Civil Code, the Consumer Protection Law, and other related regulations, as well as the normative juridical approach, which analyzes law as a system of norms regulating legal relationships in society.

Result and Discussion

1. Legal Certainty of Personal Shopper Service Agreements from a Civil Law Perspective

Online sale and purchase transactions are essentially similar to conventional sale and purchase transactions, as both involve an agreement between the parties regarding the goods or services being traded and their price (Rahma, 2022). The fundamental difference lies in the medium used. In conventional transactions, sellers and buyers meet directly to negotiate and reach an agreement, whereas in online transactions, the process is conducted through the internet without face-to-face interaction. The internet functions as the primary medium enabling the formation and execution of electronic transactions (Permatasari & Silalahi, 2025).

In the context of electronic commerce, one business practice that has developed rapidly is the personal shopper service. Personal shopper services may be classified into two forms, namely personal shopper selling services and personal shopper buying services. Personal shopper selling services are often equated with consignment agreements, in which the owner of goods (supplier) entrusts goods to another party to be sold. In such agreements, ownership of the goods remains with the supplier, and therefore risks such as unsold goods or price depreciation do not burden the service provider. In contrast, personal shopper buying services involve consumers requesting another party to purchase certain goods that are difficult to access due to distance or time constraints, in return for a service fee (Fitriana, et. al, 2025).

The legal relationship between consumers and online personal shopper buying service providers is essentially a mandate agreement (lastgeving). Under Book III of the Indonesian Civil Code, a mandate agreement is defined as an agreement whereby one party grants authority to another to perform legal acts on their behalf. In personal shopper buying services, the service provider acts in the name of and for the benefit of the consumer when conducting purchase transactions with third parties. Although there is currently no specific regulation governing online personal shopper buying services, legal certainty can still be derived from the general principles of contract law contained in the Indonesian Civil Code. Book III of the Civil Code stipulates that obligations arise from agreements based on the consent of the parties. Accordingly, personal shopper buying service agreements are legally valid and binding provided that they satisfy the legal requirements of contracts as set out in Article 1320 of the Civil Code.

Personal shopper buying service agreements may be categorized as nominate contracts, as they contain elements of mandate agreements that are expressly regulated in the Civil Code. This is consistent with Article 1319 of the Civil Code, which provides that all agreements, whether specifically named or unnamed, are subject to the general provisions governing contracts. Furthermore, personal shopper buying service agreements may also be classified as service contracts as referred to in Article 1601 of the Civil Code, whereby one party requests another to perform a service in exchange for remuneration.

It is important to distinguish personal shopper buying services from deposit agreements. Personal shopper buying services cannot be classified as deposit agreements under Article 1694 of the Civil Code, as the goods subject to the agreement do not yet exist at the time the contract is formed. Conversely, personal shopper selling services may qualify as deposit agreements if the elements of delivery, safekeeping, and return of the goods in their original condition are fulfilled.

Online personal shopper buying service agreements may also be categorized as electronic contracts (Ridwan, 2021). Article 18 paragraph (1) of Law Number 11 of 2008 concerning Electronic Information and Transactions explicitly states that electronic contracts bind the parties. Therefore, personal shopper buying agreements conducted through electronic media possess the same legal force as conventional contracts under Indonesian law.

From the perspective of consumer protection law, personal shopper service providers are considered business actors as defined in Article 1 point 3 of Law Number 8 of 1999 on Consumer Protection, while users of personal shopper services are classified as consumers. In practice, consumers often occupy a weaker position due to limited awareness of their legal rights. Consequently, the Consumer Protection Law aims to provide legal certainty, ensure a balance between the positions of business actors and consumers, and protect consumers from potential losses. Personal shopper services constitute legal acts that establish legal relationships between service providers and consumers (Mudawaroh, 2025). These legal relationships give rise to reciprocal rights and obligations. Service providers are obligated to purchase and deliver goods in accordance with the agreement and are entitled to receive payment, while consumers are obligated to pay the agreed amount and are entitled to receive the requested goods. Thus, personal shopper service agreements, from a civil law perspective, possess clear legal certainty and enforceable legal consequences.

2. Legal Relationship and Consumer Protection in E-Commerce–Based Personal Shopper Services

In e-commerce agreements, two primary actors are generally recognized, namely merchants or business actors who sell goods, and buyers or consumers who act as purchasers. In addition to business actors and consumers, online buying and selling transactions conducted through internet media also involve internet service providers as facilitators of online access and banks as payment intermediaries (Dewi & Siregar, 2026). Article 1 point 1 of Law Number 8 of 1999 on Consumer Protection defines consumer protection as all efforts that ensure legal certainty in providing protection to consumers. When an individual enters into a personal shopper agreement through social media platforms, legal consequences arise that give birth to rights and obligations for both parties. The legal relationship between the consumer, the online personal shopper service provider, and the store or supplier is essentially a mandate (power of attorney) relationship (Wulandari & Rismansyah, 2025). This mandate is granted by the consumer to the online personal shopper service provider through an agreement as regulated in Book III of the Indonesian Civil Code (KUHPerdata), which governs mandate agreements.

Article 1601 of the Indonesian Civil Code stipulates that, in addition to agreements for the provision of services regulated by specific provisions and contractual terms, there are two types of agreements in which one party binds itself to perform work for another in return for remuneration, namely employment agreements and contracts for services.Furthermore, Article 1792 of the Indonesian Civil Code provides that a mandate is an agreement by which one person grants authority to another person who accepts it, to conduct an affair on the grantor's behalf. Based on these provisions, it is evident that the granting of authority enables the authorized party to act for and on behalf of the principal. Where such authority is accompanied by multiple similar agreements over time, or where the intention of the parties indicates the formation of an ongoing working relationship, the provisions governing service agreements shall apply to each agreement, either collectively or individually.

a. Rights and Obligations of Consumers (Principals)

Personal shopper service agreements are legally binding, as agreements function as law for the parties involved. Consumer rights and obligations must therefore be examined within the framework of Law Number 8 of 1999 on Consumer Protection as a manifestation of legal certainty. Consumers are entitled to the following rights: the right to comfort, security, and safety in consuming goods and/or services; the right to choose goods and/or services and to receive them in accordance with the agreed value, conditions, and guarantees; the right to accurate, clear, and honest information; the right to have opinions and complaints heard; the right to advocacy, protection, and dispute resolution; the right to consumer education; the right to be treated fairly and non-discriminatorily; the right to compensation for losses; and other rights provided by applicable laws.

Consumer protection fundamentally aims to ensure legal certainty in both private and public law. Consumer rights simultaneously impose obligations on business actors. Accordingly, consumers utilizing delivery or personal shopper services must be protected through contractual arrangements that clearly define the rights and obligations of each party. Article 5 of the Consumer Protection Law further stipulates consumer obligations, including acting in good faith, paying the agreed price, following usage instructions, and participating properly in dispute resolution processes.

b. Rights and Obligations of Personal Shopper Service Providers

Business actors are granted rights under Article 6 of the Consumer Protection Law, including the right to receive payment in accordance with the agreed value, the right to legal protection from bad-faith consumers, the right to defend themselves in dispute resolution, and the right to reputation rehabilitation. These rights aim to balance consumer protection without neglecting the legitimate interests of business actors.

Conversely, Article 7 of the Consumer Protection Law imposes obligations on business actors, including acting in good faith, providing accurate and honest information, treating consumers fairly, guaranteeing product quality, providing opportunities for testing goods where applicable, and offering compensation for losses. The obligation to act in good faith, as regulated in Article 1338 paragraph (3) of the Indonesian Civil Code, applies throughout all stages of business activities, from production to post-sale services. Business actors are also subject to product liability principles. Liability arises not only from defective products but also from any consumer losses incurred. Under strict liability principles, business actors are presumed liable for losses suffered by consumers, although certain defenses are available, such as proof that the defect did not exist at the time of circulation or resulted from compliance with government regulations.

Articles 19 to 28 of the Consumer Protection Law regulate compensation mechanisms, including refunds, replacement of goods, and additional remedies. The law further establishes a hierarchy of liable parties, prioritizing manufacturers, followed by importers, and finally sellers when other parties cannot be identified. Overall, these provisions affirm that personal shopper service providers bear legal responsibility for ensuring consumer protection and legal certainty in e-commerce transactions, particularly in cases involving defective goods or consumer losses.

3. Legal Basis of Liability for Loss of Goods in Personal Shopper Service Agreements

a. Articles 1234–1243 of the Indonesian Civil Code

In Indonesian civil law, personal shopper (jasa titip) agreements fall within the scope of obligations that give rise to legal duties for the parties involved. When the loss of goods occurs in a personal shopper agreement, the legal basis for liability must be examined under the Indonesian Civil Code (KUHPerdata), particularly Articles 1234 to 1243. In Indonesian civil law, personal shopper (jasa titip) agreements fall within the scope of contractual obligations that create binding legal relationships between the parties. When goods are lost in the execution of such agreements, the legal basis for liability can be examined under Articles 1234 to 1243 of the Indonesian Civil Code. Article 1234 stipulates that every obligation is to give something, to do something, or not to do something. In personal shopper agreements, the service provider is obligated to perform an act, namely purchasing, safeguarding, and delivering the requested goods. The loss of goods indicates non-performance of this obligation and constitutes a breach of contract.

Article 1238 further clarifies that a debtor is deemed in default (wanprestasi) when they fail to fulfill their obligations after being given notice or after the agreed time period has elapsed. Accordingly, a personal shopper who fails to deliver goods as agreed may be legally considered negligent. Article 1243 provides that compensation for costs, damages, and interest becomes mandatory once the debtor remains in default after being formally notified. Therefore, personal shopper service providers who negligently cause the loss of goods are legally required to compensate consumers. However, liability may be excluded if the loss occurs due to force majeure and can be proven by the service provider.

Apart from contractual liability, responsibility for lost goods may also arise under Article 1365 of the Indonesian Civil Code, which governs unlawful acts (onrechtmatige daad). This provision applies where losses occur due to negligence or unlawful conduct, particularly in situations where no explicit written agreement exists or where third parties are involved. To establish liability under Article 1365, three elements must be proven: the existence of loss, a causal relationship between the act and the loss, and fault in the form of negligence or intent. In personal shopper services, such liability may arise when service providers fail to implement adequate safeguards or act carelessly, resulting in the loss of consumer goods. In determining compensation, courts may analogically apply Article 1243 of the Indonesian Civil Code due to the absence of specific regulations governing compensation mechanisms for unlawful acts.

b. Law Number 8 of 1999 on Consumer Protection

According to Fitzgerald's interpretation of Salmond's legal protection theory, law functions to integrate and coordinate competing interests within society. Legal protection aims to safeguard human rights and interests by regulating social interactions through binding legal norms. The interaction between producers and consumers creates a dynamic exchange of information, products, and value. Producers strive to meet consumer needs, while consumers provide feedback and economic support through purchasing decisions. This reciprocal relationship forms the foundation for sustainable business growth and consumer satisfaction (Virgin & Abustan 2025).

Under Article 19 paragraphs (1)–(5) of Law Number 8 of 1999 on Consumer Protection, business actors, including personal shopper service providers, are obligated to provide compensation for losses suffered by consumers. Such compensation may take the form of refunds, replacement of goods or services of equal value, healthcare costs, or other appropriate remedies, and must be provided within seven days of the transaction. The obligation to compensate does not eliminate the possibility of criminal liability where fault is established, unless the business actor can prove that the loss was caused by the consumer's own fault.

These provisions reflect the fundamental principles of consumer protection, including justice, balance, safety, and legal certainty. The principle of justice ensures fair participation and protection for all parties, while the principle of balance seeks to harmonize the interests of consumers, business actors, and the government. The principles of safety and legal certainty guarantee that consumer rights and obligations are enforceable and protected under the law (Gadjong, 2023).

c. Law Number 19 of 2016 on Electronic Information and Transactions (ITE Law)

The Electronic Information and Transactions Law further regulates legal protection for consumers in personal shopper agreements conducted through electronic systems. Article 9 mandates that business actors offering products through electronic systems must provide complete and accurate information regarding contractual terms, producers, and products. Additionally, Government Regulation Number 71 of 2019 on the Implementation of Electronic Systems and Transactions requires business actors, including influencers acting as personal shopper service providers, to provide clear contractual information, allow return periods for defective goods, inform consumers of delivery status, and refrain from imposing payment obligations without contractual basis. Personal shopper agreements give rise to reciprocal rights and obligations. Consumers are obligated to make payments, while service providers are obligated to deliver the agreed goods. Failure to fulfill these obligations results in legal consequences, commonly referred to as breach of contract (wanprestasi), which may trigger civil liability under Indonesian law (Patricia, 2024).

Conclusion

A consignment or purchasing service agreement falls under the scope of a sale and purchase agreement, creating rights and obligations for both the service provider and the consumer. Legal certainty is ensured through the Civil Code (KUHPerdata, Articles 1457, 1234–1243, and 1338 paragraph 3), which regulates obligations, good faith, and liability for breach of contract. Furthermore, Law No. 8 of 1999 on Consumer Protection guarantees consumers' rights to comfort, safety, and security, while requiring service providers to be responsible for any loss or damage. Law No. 19 of 2016 (ITE Law) mandates that service providers provide complete and accurate information in electronic transactions. Therefore, service providers are legally liable for lost items due to negligence, while consumers are protected with clear legal rights and certainty.

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