



CONSUMER PROTECTION AGAINST GHOST SELLERS IN THE SHOPEE MARKETPLACE FROM THE PERSPECTIVE OF LAW NUMBER 8 OF 1999 CONCERNING CONSUMER PROTECTION AND COMPILATION OF SHARIA ECONOMIC LAW

Nur Roudoh Harahap¹, Uswatun Hasanah²

^{1,2}Universitas Islam Negeri Sumatera Utara, Indonesia

*Corresponding Author: nurroudhohharahap0204212130@uinsu.ac.id

Article Info

Article history:

Received :

Revised :

Accepted :

Available online

<http://jurnal.uinsu.ac.id/index.php/analytica>

E-ISSN: 2541-5263

P-ISSN: 1411-4380



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ABSTRACT

The rapid growth of information technology has boosted e-commerce platforms such as Shopee. However, the rise of ghost sellers fictitious accounts that deceive consumers by sending mismatched goods or not delivering them at all—has become a major concern. This study analyzes ghost seller practices in Shopee, consumer protection under Law No. 8 of 1999 on Consumer Protection and the Compilation of Sharia Economic Law (KHES), and Shopee's responsibility for consumer losses. Using a normative legal method with statutory and Islamic law approaches, the findings show that ghost seller practices violate the Consumer Protection Law (Articles 4, 7, 8, 19) and are prohibited in KHES for containing elements of fraud (tadlis) and uncertainty (gharar). Shopee is responsible for consumer protection through its complaint system, Shopee Guarantee, and refund mechanisms. However, transactions conducted outside Shopee's official system fall under the consumer's own responsibility. Thus, consumer protection against ghost sellers must be enforced under both positive law and Islamic economic law to uphold trust and fairness in online transactions.

Keywords: Ghost Seller, Shopee, Perlindungan Konsumen, E-Commerce, Undang-Undang No. 8 Tahun 1999, KHES.

1. INTRODUCTION

The development of information and communication technology as a result of globalization has brought significant changes to various aspects of people's lives, including social, cultural, defense, security, law enforcement (Pakina & Solekhan, 2024), and the economic sector. One of the most striking transformations has occurred in the field of trade, particularly through the digital system known as e-commerce. Electronic commerce has shifted conventional transaction patterns to

virtual ones, where sellers and buyers no longer meet in person but interact through digital platforms.

The internet and social media not only serve as a means of communication and information dissemination but have also opened up a borderless global market, enabling anyone to become a business owner or consumer. Marketplace platforms such as Shopee, Tokopedia, and Bukalapak are concrete examples of the rapid development of e-commerce in Indonesia. Shopee, as one of the leading e-commerce platforms in Indonesia, offers a wide range of products for men and women tailored to the lifestyle needs of Indonesians. Shopee offers a wide variety of products, including men's and women's clothing, electronics, household appliances, sports equipment, cosmetics, and more, making it a favorite marketplace for many consumers (Manurung & Juliana Putri, 2025).

According to recent research from iPrice, Shopee ranks first as the e-commerce app with the most active users in Indonesia. More than 260 million transactions were recorded in 2020. Shopee also collaborates with various logistics service companies and frequently offers various promotions, such as free shipping throughout Indonesia with certain terms and conditions. Delivery services such as GoSend, J&T, JNE, and Pos Kilat are among Shopee's logistics partners (Molle et al., 2023).

However, behind this rapid growth lies fraudulent practices that harm consumers. One example is ghost sellers, irresponsible fictitious sellers (fake store accounts) who misuse the platform's identity and systems to deceive consumers, including sending items that do not match the description or not sending items at all. Ghost sellers often display high-quality product photos, comprehensive descriptions, and below-market prices to attract buyers. Some ghost seller accounts even include fake positive reviews generated by bots or other fictitious accounts to build trust.

This study found that victims of ghost sellers are often tempted by large discounts and high store ratings, leading them to make transactions without verifying the seller's credibility or using Shopee's consumer protection features. Ghost sellers typically appear during major promotional events such as flash sales, Harbolnas (National Online Shopping Day), or Ramadan sales. They offer popular products such as electronics, clothing, or accessories at very low prices. In many cases, the items are not shipped at all, or the items shipped do not match the description. Some sellers also ask consumers to transfer funds directly to their personal accounts, claiming faster processing, additional discounts, or limited stock. After the funds are transferred, the seller's account disappears or is blocked by the system after receiving numerous reports. However, the losses are still borne by the consumer, especially if the transaction takes place outside of Shopee's official system.

Incidents like this not only cause economic losses but also highlight security gaps in the marketplace system. As a platform provider, Shopee has limited

authority and responsibility for transactions conducted outside its official system. Protection features such as refunds, returns, and warranties only apply to payments made through ShopeePay, ShopeePayLater, or the Shopee checkout system.

Security and transparency are crucial in e-commerce transactions. Shopee explicitly states that all transactions conducted outside its platform are the sole responsibility of the user. Therefore, if fraud occurs by a ghost seller requesting a direct transfer, Shopee cannot provide protection or a refund. This is a serious issue because many consumers are unaware of the legal risks and consequences of conducting transactions outside its official system (Altsaury et al., 2024).

From a positive legal perspective, the practice of ghost sellers clearly violates the provisions of Law Number 8 of 1999 concerning Consumer Protection (UUPK), which, in Article 4, affirms consumers' rights to comfort, security, safety, and correct, clear, and honest information. Articles 7 and 8 of the UUPK prohibit business actors from selling goods that do not comply with the agreement or mislead consumers, and require compensation in accordance with Article 19 of the UUPK. These violations also carry criminal sanctions for fraud (Article 378 of the Criminal Code) and electronic information violations (Article 28 of the ITE Law).

In Islamic economic law, consumer protection is comprehensively regulated through the Compilation of Sharia Economic Law (KHES). The Compilation of Sharia Economic Law (KHES) is a codification of Islamic economic law established by Supreme Court Regulation (PERMA) Number 2 of 2008. The KHES serves as the official reference for religious courts in resolving Sharia economic disputes, including sales, banking, insurance, and modern transactions such as e-commerce. The KHES is based on the Qur'an, Sunnah, *ijma'*, and *qiyas* (reasoning), and adapts to developments in contemporary *muamalah* practices (Jannah, 2022).

In sales transactions, the KHES establishes key principles such as honesty (*ṣidq*), openness (*bayān*), justice (*ʿadl*), willingness (*tarāḍin*), and certainty about the object of the contract. The KHES expressly prohibits two key elements of ghost sellers: *gharar* (uncertainty about the object of the contract) and *tadlis* (fraud). These prohibitions are stated in Articles 22, 23, and 24 of the KHES, which state that contracts containing these elements are void. Furthermore, Articles 75–76 of the KHES require the seller to deliver the goods as agreed and provide compensation in the event of default. From the KHES perspective, ghost sellers are considered invalid contracts because they involve *tadlis* (falsification of product information), *gharar* (unclear information about the goods' whereabouts), and they violate the principles of *maqāṣid al-syarīʿah* (obligatory obligations), particularly protection of property. The Prophet Muhammad (peace be upon him) *hadith* states: "Whoever deceives is not one of me" (Narrated by Muslim). Furthermore, in *hisbah* (market supervision), third parties, such as marketplaces, have a moral and legal responsibility to prevent fraud by ensuring transaction

security, verifying sellers, and providing appropriate compensation to consumers who suffer losses.

Many previous researchers have conducted research on consumer protection in e-commerce transactions. One such study is by Ari Apriatman Molle et al., published in the *Pattimura Law Study Review* (2023) entitled "Legal Protection for Shopee Consumers for Goods That Do Not Match Product Descriptions." This study found that although Shopee provides consumer protection features such as Shopee guarantees and refunds, there are still weaknesses in seller supervision and consumer complaint handling (Molle et al., 2023). Another study by Sandi Hasina Ram et al., published in the *Al-Hikmah Journal* (2024), entitled "Legal Protection of E-Commerce Consumers Against Purchases of Goods That Do Not Match the Description on the Shopee Marketplace." This study focuses on defaults due to discrepancies between the product and its description (Sandya Hasina Ram, Nurasiah Harahap, 2024).

This study considers this discrepancy as a violation of consumer rights as regulated in Law Number 8 of 1999 concerning Consumer Protection, and emphasizes the importance of business actors' responsibility and the active role of marketplace platforms in providing accurate information and providing effective dispute resolution mechanisms. Although both studies discuss legal protection for consumers on the Shopee platform, neither has specifically highlighted the issue of ghost sellers, namely fictitious sellers who create fake accounts to deceive buyers without any intention of conducting legitimate transactions. Therefore, this study focuses on the issue of ghost sellers with the aim of analyzing consumer protection based on the provisions of Law Number 8 of 1999 concerning Consumer Protection and the compilation of Islamic economic law, particularly those relating to consumer rights, business actors' obligations, and the responsibilities of marketplace platforms in ensuring security and fairness for online buyers.

Thus, consumer protection against ghost sellers is not only covered by positive law through the Consumer Protection Law (UUPK) and the Electronic Information and Transactions Law (UU ITE), but is also crucial from the perspective of Sharia Economic Law through the implementation of the KHES (Economic Regulation). Consumer protection in e-commerce is becoming increasingly important as the practice of ghost sellers increases. Consumers have the right to receive clear and honest information regarding the seller's identity and the products offered. When this information is manipulated, consumer trust is undermined and the risk of loss increases. Therefore, regulation and oversight of online buying and selling practices must be strengthened.

2. RESEARCH METHOD

This study uses a normative method that aims to examine and analyze consumer protection against ghost sellers in the Shopee marketplace from the

perspective of Law Number 8 of 1999 concerning Consumer Protection and the Compilation of Sharia Economic Law. This study uses a legislative approach by examining positive legal provisions governing consumer protection, including the Consumer Protection Law (UUPK), the Electronic Information and Transactions Law and its amendments, and the Compilation of Sharia Economic Law. In addition, a conceptual approach is also used to examine legal doctrines and legal principles, both in positive law and sharia economic law, such as honesty (ṣidq), openness (bayān), the prohibition of gharar (uncertainty) and tādīs (fraud), as well as the objectives of maqāṣid al-syarī'ah in protecting assets (ḥifẓ al-māl). The legal materials used in this study consist of primary legal materials in the form of laws and regulations, secondary legal materials in the form of books, scientific journal articles, and theses. The legal materials were collected through a literature review, exploring various legal sources, both printed and online. All legal materials were analyzed descriptively and qualitatively, outlining, comparing, and interpreting positive legal provisions and principles of Islamic economic law, to gain a comprehensive understanding of the forms and mechanisms of legal protection for consumers against ghost seller practices on the Shopee marketplace.

3. RESULT AND ANALYSIS

Legal Protection for Consumers Against Ghost Sellers on the Shopee Marketplace According to Law No. 8 of 1999 and the KHES

Legal protection for consumers is a fundamental aspect in creating a fair and safe trading ecosystem. Consumers, as the most vulnerable party, must be protected from fraudulent practices such as ghost sellers. Ghost sellers in marketplaces are a digital fraud phenomenon that has become increasingly prevalent with the development of information technology and online transactions. Ghost sellers create fictitious seller accounts, upload attractive product photos, and offer competitive prices without actually possessing the goods. The primary goal of ghost sellers is to trick consumers into making payments, which are then misused without delivering the promised products. In the Indonesian and Sharia legal systems, forms of protection have been designed to prevent losses and provide compensation if losses have occurred.

In positive law, consumer protection is generally regulated by Law No. 8 of 1999 concerning Consumer Protection (UUPK). Consumer protection is all forms of effort to ensure legal certainty in providing protection to consumers. Based on the General Provisions of the Consumer Protection Law (UUPK), consumer protection is defined as "all efforts to ensure legal certainty to protect consumers."

With the development of internet technology, which has significantly impacted various sectors, including the business world, particularly online buying and selling, people now have the convenience of choosing products of varying quality.

One of the most widely used platforms is Shopee. However, many consumers receive products that do not meet their expectations, including differences in quality, color, brand, or even no product at all. Most goods received by consumers are defective or do not match the information or images provided by the seller (Syah, 2021).

Article 4 of the UUPK states that consumers have the right to comfort, security, and safety when consuming goods and/or services. Furthermore, consumers also have the right to receive correct, clear, and honest information regarding the condition and guarantees of goods and/or services. In the case of ghost sellers, these rights are clearly violated because consumers receive incorrect information and suffer financial losses due to non-delivery of products.

Article 8 of the Consumer Protection Law prohibits businesses from producing and/or trading goods and/or services that do not conform to the promises or offers stated. In the context of ghost sellers, businesses offer non-existent goods with the aim of obtaining illegal revenue. This information manipulation is exacerbated by the use of artificial intelligence (AI)-generated photos or fake reviews from bot accounts that resemble real consumer reviews, thereby misleading consumers in making purchasing decisions. Violations of this article result in administrative, civil, and criminal sanctions against the perpetrators.

Meanwhile, Article 19 of the Consumer Protection Law requires businesses to provide compensation for losses suffered by consumers due to the use of traded goods and/or services. This compensation can be in the form of a refund, replacement of the goods, or other forms agreed upon. However, in the case of ghost sellers, perpetrators are often difficult to track because they use fake identities. Therefore, platform providers like Shopee also have a responsibility to create secure systems and detect suspicious activity. And Article 17 of the Electronic Information and Transactions Law (UU ITE) states that: "Parties conducting electronic transactions must act in good faith in interacting and/or exchanging electronic information and/or electronic documents during the transaction." Online transactions are legally recognized as valid electronic transactions. Approval through actions such as clicking "agree" is considered valid as a form of agreement. Article 9 of the ITE Law also requires business actors to "provide complete and correct information regarding contract terms, producers, and products." Article 47 paragraph (3) letter f strengthens protection for consumers if they experience losses due to online transactions.

Based on Shopee's service policy, dispute resolution between sellers and buyers must be carried out between the two parties. If the seller does not respond, consumers can file a complaint through the Shopee Resolution Center, including evidence such as a video, shipping receipt number, and a detailed explanation. Shopee is committed to resolving the issue within five days of the complaint being filed. Shopee acts as a facilitator and mediator in transactions and disputes. The object of the agreement in e-commerce transactions is the agreed-upon item, and

Shopee is responsible for ensuring the accuracy of product information. Legal certainty is crucial in ensuring consumer protection.

The rights and obligations of the parties in online shopping transactions on Shopee are:

1. Consumer Rights and Obligations. Consumer rights, according to Article 4 of Law Number 8 of 1999 concerning Consumer Protection, are: a). The right to comfort, security, and safety in consuming goods and/or services; b). The right to choose goods and/or services and to obtain them in accordance with the exchange rate, conditions, and promised guarantees; c). The right to correct, clear, and honest information regarding the condition and guarantees of goods and/or services; d). The right to have their opinions and complaints heard regarding the goods and/or services used; e). The right to receive advocacy, protection, and appropriate efforts to resolve consumer protection disputes; f). The right to receive consumer guidance and education; g). The right to be treated or served properly, honestly, and without discrimination; h). The right to receive compensation, restitution, and/or replacement if the goods and/or services received do not comply with the agreement or are not as intended; i). Rights regulated in other statutory provisions.

Consumer obligations under Article 5 of Law Number 8 of 1999 concerning Consumer Protection include: a). Reading or following information instructions and procedures for the use or utilization of goods and/or services, for safety and security; b). Acting in good faith when conducting transactions to purchase goods and/or services; c). Paying according to the agreed exchange rate; d). Following appropriate efforts to legally resolve consumer protection disputes.

2. Rights and Obligations of Business Actors, Article 6 of Law Number 8 of 1999 states the rights of business actors, namely: a). The right to receive payment in accordance with the agreement regarding the condition and exchange value of the goods and/or services traded; b). The right to receive legal protection from good-faith consumer actions; c). The right to defend oneself appropriately in the legal settlement of consumer disputes; d). The right to rehabilitation of one's good name if it is legally proven that the consumer's loss was not caused by the goods and/or services traded; e). Rights regulated in other statutory provisions.

Article 7 of Law Number 8 of 1999 concerning Consumer Protection states the obligations of business actors, namely: a). Acting in good faith in carrying out their business activities; b). Providing correct, clear, and honest information regarding the condition and guarantee of goods and/or services and providing explanations for use, repair, and maintenance; c). Treating or serving consumers correctly and honestly and without discrimination; d). Guaranteeing the quality of goods and/or services produced and/or traded based on applicable goods and/or service quality standards; e). Providing

consumers with the opportunity to test and/or try certain goods and/or services and providing guarantees and/or warranties for the goods manufactured and/or traded; f). Providing compensation, indemnity and/or reimbursement for losses resulting from the use of the goods and/or services traded; g). Providing compensation, indemnity and/or reimbursement if the goods and/or services received or used do not comply with the agreement.

3. Rights and Obligations of PT. Shopee Indonesia, Shopee's rights as a media/supporting business provider of features and services to ensure the security and comfort of users, namely: a). Shopee has the authority to take action deemed necessary against accounts suspected and/or indicated of misuse, manipulation, and/or violation of the rules of use on the Shopee site, starting from moderating, stopping the "Sell Goods" service, limiting the number of account creations, limiting or terminating each user's right to use the service, or closing the account without providing prior notification or information to the account owner concerned. b). Shopee has the authority to make decisions regarding problems that occur in each transaction. c). If a user fails to comply with any provisions in the rules of use on the Shopee site, then Shopee reserves the right to take any action deemed necessary, including but not limited to moderating, stopping the "Sell Goods" service, closing the account and/or taking further legal action. d). Shopee reserves the right to request user personal data if necessary. e). The rules of use of the Shopee site may change at any time and/or be updated from time to time without prior notice. By accessing the Shopee site, users are deemed to agree to changes in the rules of use of the Shopee site. f). Shopee reserves the right to use the data and information of site users to improve the quality and service on the Shopee site.

Shopee's obligations as a media/business support facility providing features and services to ensure the security and comfort of its users are: a). Protecting all information provided by users during registration, access, and use of all services on the Shopee site. b). Protecting all personal rights arising from information regarding a product displayed by users of the Shopee site, including photos, usernames, logos, and so on. c). Disclosing data and information held by site users when required and/or requested by authorized institutions based on applicable laws, official court orders, and/or official orders from relevant agencies/authorities. d). Providing compensation, restitution, and/or reimbursement for losses resulting from system errors on the Shopee site that cause losses to buyers and sellers. e). Subject to the laws and regulations of the Republic of Indonesia for every system run on the Shopee platform.

The legal protection provided to Shopee consumers is based on the losses often experienced by Shopee consumers in their buying and selling transactions through the Shopee online shopping site. Based on the investigation conducted, the forms

of losses include: a). Default, there is a discrepancy between the goods received and the goods ordered by the consumer. b). Unilateral cancellation, an order is unilaterally canceled by Shopee due to out of stock or a program error, even though the consumer has paid in full in advance. c). Complaints are quite difficult, consumers who have problems with shipping, returns of goods and/or funds, often encounter unclear responses from Shopee when filing complaints. Starting from the long process, to complaints not being addressed. d). Shopee account hacking, a consumer's account is hacked and then another party uses the credit card or bank data of the Shopee account owner for misuse, such as purchasing goods with the funds of the original Shopee account owner.

Forms of legal protection for Shopee consumers based on the Consumer Protection Law that are in accordance with the losses above include several things, namely: According to Article 1 number (2) of the Consumer Protection Law, a consumer is: "Every person who uses goods and/or services available in society, whether for the benefit of themselves, their family, and other people, as well as other living creatures and not for trade." As users of goods and/or services, consumers have a number of rights and obligations. Knowledge of consumer rights is crucial for people to act as critical and independent consumers (Susantri, 2022). One of these rights is the consumer's right to optimize the services they receive.

Consumer protection, according to the Consumer Protection Law, includes service optimization, information transparency, and legal certainty. Consumers have the right to provide criticism and suggestions for service improvements. Shopee provides a complaint service through its call center at 1500702 and via email at support@shopee.co.id. Legal protection aims to enhance consumer dignity and create a balance between consumers and businesses. Information about goods/services is crucial before use. Businesses must be transparent and responsible. Knowledge of consumer rights is crucial for people to become critical and independent consumers. One of these rights is the right to optimize the services they receive (Yessy & Sharon, 2022).

Therefore, although legal protection for consumers in the Shopee marketplace is already available, it still needs to be strengthened, both through improving the platform's internal policies and by increasing consumer awareness in optimally utilizing the provided protection features. In practice, sellers who violate consumer rights by sending goods that do not match the description can also be categorized as ghost sellers in the broader sense, namely sellers who act irresponsibly and abuse the marketplace system for personal gain. Although not always fictitious or disappearing, business actors who intentionally manipulate product descriptions and harm consumers can be considered part of a digital fraud pattern that requires legal action. Therefore, legal protection for consumers should not only focus on the quality of the goods received, but also on the actions and identity of business actors (sellers) as part of efforts to achieve fairness in electronic transactions.

The Compilation of Sharia Economic Law (KHES) states that the ghost seller phenomenon is not merely a violation of the sale and purchase agreement, but is an increasingly complex form of crime that exploits technological advances, such as the use of digitally engineered images, deepfake reviews, and falsification of proof of delivery. KHES, as a codification of Islamic economic law regulated by PERMA No. 2 of 2008, provides a clear basis for protecting consumers from such practices. Article 22 stipulates that every sale and purchase transaction must fulfill the elements of clarity (*idlah*) regarding the goods, price, and delivery. Ghost sellers clearly violate this provision because the objects of the transaction are often unreal (non-existent goods) or the information provided is misleading. This situation contains *gharar*, which is prohibited by sharia, namely uncertainty that has the potential to harm one of the parties, in this case the consumer. Article 23 of KHES prohibits all forms of *tadlis* (fraud), whether by concealing defects in goods or providing misleading information. In the practice of ghost sellers, *tadlis* occurs when sellers: Falsify store identity and address, Display photos that are not of the original product, Use fake reviews to build a false reputation (Ronzon et al., 2025). Article 24 of the KHES stipulates that contracts containing elements of fraud are void by law. In the context of ghost sellers, online sales contracts are invalid because they fail to meet the principle of *ridha* (consent based on correct knowledge). Consumer consent in this case is achieved through false information, not accurate information. Meanwhile, Articles 75 and 76 require sellers to deliver goods as agreed and provide compensation (*dhamān*) in the event of a violation.

The implementation of KHES in the context of e-commerce consumer protection can be realized through preventive measures, such as ensuring information transparency (*bayān*) and honesty (*ṣidq*) in every product description, and strengthening seller verification systems to ensure the identity and availability of goods (Amananti, 2024). This aligns with the Islamic principle of *ḥisbah*, where third parties, such as marketplaces, have a moral and legal responsibility to oversee transactions to prevent fraud. Shopee, within the KHES, can act as a modern *‘āmil al-ḥisbah* by implementing fraud detection technology, product photo validation, and digital literacy education for consumers.

Furthermore, KHES also views consumer protection as not just about providing compensation, but also encompassing restoring trust and preventing recurrence of violations. This aligns with the objectives of the *maqāṣid al-syarī‘ah* (laws of justice), specifically *ḥifẓ al-māl* (protection of property) and *ḥifẓ al-nafs* (protection of life), which require that consumer rights be protected not only from material losses but also from psychological harm resulting from a loss of security in transactions. By integrating the KHES principles into internal policies and monitoring technology, marketplaces can create a safe, equitable, and sharia-compliant online trading ecosystem, significantly reducing the phenomenon of ghost sellers. Therefore, legal protection for consumers who are victims of ghost sellers must not only rely on the Consumer Protection Law (UUPK) but also adhere

to the KHES principles. Integrating the two will provide more comprehensive protection: positive law ensures legal certainty, while sharia economic law ensures the fairness and blessings of transactions.

Shopee Marketplace's Responsibility for Consumer Losses Caused by Ghost Sellers

The liability of ghost sellers can be viewed through two approaches: Indonesian positive law and Islamic economic law. Both have instruments and values that regulate the legal consequences for perpetrators who harm consumers through fraud in electronic transactions. First, under positive law, ghost sellers can be held liable under both civil and criminal law. Civil liability is regulated by Article 1365 of the Civil Code, which states: "Every unlawful act that results in loss to another person, obliges the person through whose fault the loss occurs to compensate for that loss." Therefore, ghost sellers are required to compensate all material losses suffered by consumers as a result of their actions.

Criminally, ghost sellers can be prosecuted under Article 378 of the Criminal Code, which states that fraud is an act intended to unlawfully benefit oneself by using a false name, deception, or a series of lies. In the digital world, ghost sellers also violate Article 28 Paragraph (1) of Law No. 11 of 2008 concerning the Electronic Information and Transactions (ITE), which prohibits the dissemination of false information that harms another party in electronic transactions. Platforms like Shopee have an administrative responsibility to protect consumers. Law No. 8 of 1999 concerning Consumer Protection (UUPK), specifically Article 19, stipulates that business actors (including marketplaces) are responsible for consumer losses arising from the use of traded goods or services. As a transaction facilitator, Shopee is required to establish efficient monitoring, seller verification, and complaint mechanisms to mitigate the risk of ghost sellers. Article 19 of the UUPK outlines the responsibilities of business actors (sellers on online platforms) as follows:

- a) Business actors are responsible for providing compensation for damage, contamination, and/or loss to consumers resulting from consuming goods and/or services produced or traded.
- b) Compensation as referred to in paragraph (1) may take the form of a refund or replacement of goods and/or services of the same type or equivalent value, or health care and/or compensation in accordance with applicable laws and regulations.
- c) Compensation must be provided within seven (7) days from the date of the transaction (Siregar & Permata, 2023).
- d) Provision of compensation as referred to in paragraphs (1) and (2) does not eliminate the possibility of criminal prosecution if an element of error is proven.
- e) The provisions in paragraphs (1) and (2) do not apply if the business actor can prove that the error originated with the consumer.

In accordance with Article 19 paragraph (2) of the Consumer Protection Law, "Compensation may take the form of a refund or replacement of goods and/or services of the same type or equivalent value, or health care and/or compensation in accordance with applicable legal provisions." Business actors are also required to provide compensation if the product received does not comply with the agreement, as stipulated in Article 7 letter (g) of the Consumer Protection Law. Article 19 paragraph (3) stipulates that compensation must be provided within seven days of the transaction.

In the practice of transactions on the Shopee marketplace, the scope of legal responsibility must also include handling ghost sellers, sellers who act irresponsibly, use false identities, or intentionally send products that differ from the displayed description. Although the goods may reach the consumer, the difference between the goods sent and the agreed specifications can result in legal losses for consumers. Sellers in this category must still be held accountable, because they have violated the provisions of Articles 7 and 8 of the Consumer Protection Law (UUPK). Therefore, Shopee's responsibility as a platform provider is not limited to facilitating refunds but also includes monitoring and restricting seller accounts suspected of fraud, including ghost sellers. This is crucial to ensure fair legal protection for consumers and maintain trust in electronic transactions.

Sanctions for business actors are regulated by Law of the Republic of Indonesia Number 8 of 1999 concerning Consumer Protection, specifically Articles 60, 62, and 63. In this case, administrative sanctions can be imposed on business actors who violate the provisions stipulated in Article 19 paragraphs (2) and (3), Article 20, Article 25, and Article 26. These administrative sanctions can include the imposition of compensation of up to IDR 200,000,000.00 (two hundred million rupiah) (Febrianti Aryet & Harahap, 2025), for violations of provisions such as: a). Failure to provide compensation to consumers; b). Failure to meet advertising requirements; c). Negligence in providing spare parts; d). Failure to fulfill agreed guarantees.

Law Number 8 of 1999 also regulates prohibited acts for business actors as stated in Article 8, namely:

1. Business actors are prohibited from producing and/or trading goods and/or services that: a). Do not meet or are not in accordance with applicable standards and provisions; b). Do not comply with the net weight, net content, and quantity as stated on the label; c). Do not comply with the size, measurement, weight, and quantity in actual calculations; d). Do not comply with the conditions, guarantees, special features, or benefits as stated on the label or description of the goods and/or services; e). Do not comply with the quality, level, composition, processing, style, model, or specific use as stated on the label; f). Do not fulfill promises as stated in the label, label, advertisement, or promotion; g). Do not include an expiration date or best use-by date; h). Are not produced in accordance with halal provisions even though a halal label is

- included; i). Do not include important information such as the name of the goods, size, net, composition, instructions for use, side effects, the name and address of the manufacturer, and other required information; j). Do not include usage information in Indonesian.
2. Business actors are prohibited from trading damaged, defective, used, or contaminated goods without providing clear and correct information;
 3. Business actors are also prohibited from trading damaged, defective, or contaminated pharmaceutical or food products, with or without complete information;
 4. Business actors who violate these provisions are required to withdraw the goods from circulation.

Shopee has a refund and return policy that allows users to submit a return request before the Shopee guarantee period ends, as specified in the terms and conditions of service. The Shopee guarantee is a policy provided by Shopee to assist users in resolving transaction issues. Requests for returns and/or refunds can be submitted under the following conditions: a). The item has not been received by the buyer; b). The item received is defective and/or damaged; c). The seller sent an item that does not match the agreed specifications (e.g., the wrong size or color); d). The product received differs in shape or material from the description provided by the seller. Second, under Sharia economic law, every business actor involved in a transaction is obligated to ensure that the contract is executed honestly, clearly, and fairly. This principle is stated in the Compilation of Sharia Economic Law (KHES), which serves as a guideline for implementing Sharia-compliant transactions in Indonesia.

Articles 75 and 76 of the KHES stipulate that the seller must deliver the goods as agreed, in terms of type, quality, quantity, and delivery time. If this obligation is not met, the buyer has the right to cancel the contract and request compensation (*dhamān*). In this context, Shopee does act as an intermediary, but because it profits from each transaction, it also bears the responsibility to ensure that the sale and purchase process proceeds as agreed.

In Islamic jurisprudence (*fiqh muamalah*), this aligns with the principle of *al-ghunm bil ghurm*, which means "profit is accompanied by risk." This means that every party who benefits from an activity must also be prepared to bear the risk if problems arise. For Shopee, this responsibility extends beyond simply processing consumer complaints; it must also be accompanied by preventative measures to prevent problems from occurring in the first place. From the perspective of the principle of *hisbah*, Shopee can be likened to a modern market manager (*ʿāmil al-ḥisbah*) obligated to oversee transactions, prevent fraud, and protect injured parties. This principle requires strict seller oversight, accurate identity verification, the use of technology to detect fraud patterns, and the provision of a simple and fast claims procedure for consumers. This responsibility is also linked

to the objectives of the *maqāṣid al-syarī'ah* (laws of the Islamic faith), specifically the protection of property and the protection of life. Protection of property means Shopee must ensure that consumers do not lose money due to system errors. Protection of life here includes psychological security, namely providing a sense of security and comfort during transactions (Islamic & Responses, 2025). Thus, the form of responsibility under positive law and Sharia economic law focuses not only on the primary actor (ghost seller) but also on the transaction intermediary (platform). Both bear the burden of responsibility to ensure that consumers are not harmed and that their rights are protected.

4. CONCLUSION

The practice of ghost sellers on the Shopee marketplace is a form of digital fraud that harms consumers, either through the delivery of goods that do not match the description or misuse of identity by sellers. From the perspective of Law Number 8 of 1999 concerning Consumer Protection, specifically Articles 4, 7, 8, and 19, consumers have the right to comfort, security, safety, correct information, and compensation if they experience losses in transactions. This provision is reinforced by the Electronic Information and Transactions Law (UU ITE), which regulates the prohibition of the dissemination of false or misleading information in online transactions. The Compilation of Sharia Economic Law (KHES), the practice of ghost sellers is prohibited because it contains elements of *gharar* (unclearness) and *tadlis* (fraud), as emphasized in Articles 22, 23, and 24 of KHES. The principles of *muamalah* demand honesty (*ṣidq*), justice (*'adl*), and openness (*bayān*) in every transaction. Furthermore, ghost sellers also contradict the objectives of sharia (*maqāṣid al-syarī'ah*), particularly *ḥifẓ al-māl* (protection of property), which prohibits the acquisition of property through wrongdoing. Shopee has fulfilled its responsibility by providing a complaints system, Shopee guarantee, and refund mechanism as a form of consumer protection. The platform also has an obligation to monitor seller activities to prevent ghost selling practices. However, if transactions are conducted outside the official Shopee system, such as through direct transfers to the seller's account, responsibility for losses rests entirely with the consumer. Therefore, consumer protection for ghost sellers in the Shopee marketplace is regulated both in positive law through the Consumer Protection Law (UUPK) and the Electronic Information and Transactions Law (UU ITE), as well as in sharia economic law through the KHES. However, the effectiveness of this protection requires strengthening through increased supervision by the platform, strict law enforcement, and education for consumers to always transact through official mechanisms that are safe and sharia-compliant.

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