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Consumer Protection in Online Sales under Indonesian Civil Contract Law

[*1.] Fahd ilham Martyra
[2.] Muhammad Syafiq Nur Hamid
[3.] Bayu Permana
[4.] Ikhwan Aulia Fatahilah

[1.] Sunan Gunung Djati State Islamic University Bandung, Indonesia.
*Corresponding author: fahdilham8@gmail.com

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Abstract

This article examines the validity of online sales agreements and the remedies available to consumers when sellers fail to perform contractual obligations under Indonesian law. Employing normative legal research through statutory and conceptual approaches, it reads the Civil Code together with consumer-protection and electronic-transaction legislation. It distinguishes electronic product information, offers, orders, and legally effective acceptance; explains the conditions for default, performance, compensation, and termination; and differentiates marketplace complaint procedures from statutory dispute-resolution mechanisms. The analysis finds that electronic transactions may give rise to binding contracts when substantive validity requirements are fulfilled, while consumer-specific protections supplement rather than displace the general law of obligations. Statutory compensation timelines and BPSK procedural stages must be applied according to their specific legal conditions. The central contribution is a sequential doctrinal framework connecting formation, breach, redress, and forum selection. Because the study does not examine actual case outcomes, it does not determine the empirical effectiveness of those remedies.

Keywords

breach of contract, consumer protection, dispute resolution, electronic contracts, Indonesian Civil Code, online sales.

1. Introduction

The expansion of information technology has changed how commercial transactions are concluded. Sales previously conducted in person increasingly take place through marketplaces and social-media channels. Wider access, reduced transaction costs, and multiple digital payment options have made electronic commerce attractive to consumers (Fariq et al., 2026; Hakim, 2026). The shift in medium, however, does not eliminate the need to identify contractual duties, determine when agreement is reached, and provide effective remedies when promised performance is not delivered.

Online transactions present particular information asymmetries. Buyers ordinarily rely on product images, specifications, delivery representations, and electronic records rather than physical inspection. Disputes may arise when goods are defective or misdescribed, delivered late, or never delivered (Fariq et al., 2026). Hakim (2026) reproduces a figure of 420 e-commerce complaints attributed to the National Consumer Protection Agency (BPKN) as of 10 June 2025. The underlying agency dataset and its classification methodology have not been independently verified for this study; the figure is retained only as a secondary-source report and is not used to establish complaint prevalence.

Book III of the Indonesian Civil Code (Kitab Undang-Undang Hukum Perdata, hereafter the Civil Code) regulates contractual obligations, including sale and purchase. Although the Civil Code was formulated before modern e-commerce, the crucial legal issue is whether electronic manifestations of agreement satisfy established contractual requirements and what consequences follow when a seller defaults. This general contractual framework operates alongside Law No. 8 of 1999 on Consumer Protection, Law No. 11 of 2008 on Electronic Information and Transactions as amended, Law No. 7 of 2014 on Trade, and Government Regulation No. 80 of 2019 on Trading through Electronic Systems.

The existing literature overlaps substantially with this topic, making the scope of contribution particularly important. Fariq et al. (2026) examine marketplace contractual breach, the validity of electronic transactions, and consumer-dispute mechanisms. Hakim (2026) addresses cash-on-delivery transactions, preventive and repressive consumer protection, and implementation barriers. Both provide useful descriptions of the applicable legal protections. Rather than claiming that these concerns have been ignored, the present article focuses more narrowly on an unresolved analytical task within that shared subject matter: how to sequence formation of consent, establishment of default, characterization of the available remedies, and selection of an appropriate dispute forum without conflating legally distinct procedures.

This sequence matters doctrinally because a consumer complaint does not by itself establish that a contract has been formed, that the seller has entered legally relevant default, or that a particular remedy is immediately enforceable. Conversely, the existence of a valid contract does not remove the separate disclosure, compensation, and procedural duties imposed by consumer-protection legislation. The contribution is therefore a structured interpretation of how general contractual rules and specific electronic-commerce and consumer rules work together, rather than a claim to discover a previously unregulated legal field.

Two research questions guide the discussion: (1) under what conditions are online sales agreements valid under Articles 1320 and 1338 of the Civil Code; and (2) what forms of protection and legal remedies are available to consumers when online sellers commit a breach of contract? The analysis does not measure the frequency of disputes or the effectiveness of individual platforms; its claims are doctrinal and based on the legal materials reviewed.

2. Research Methods

This study uses normative (doctrinal) legal research with statutory and conceptual approaches ts unit of analysis is the content and relationship of applicable legal rules, rather than the perceptions or behaviour of consumers, sellers, or platform operators (Marzuki, 2005). The statutory approach examines the legal requirements for electronic contracting, seller default, business-actor responsibility, and dispute resolution. The conceptual approach employs contractual validity, good faith, wanprestasi, and preventive and repressive consumer protection as organizing legal concepts.

The legal instruments examined are selected for their direct relevance to the research questions: the Indonesian Civil Code (general rules of sale and obligations); Law No. 8 of 1999 on Consumer Protection (consumer rights, compensation, and dispute settlement); Law No. 11 of 2008 on Electronic Information and Transactions, with amendments including Law No. 1 of 2024 (electronic legal relations and evidence); Law No. 7 of 2014 on Trade; Government Regulation No. 80 of 2019 on Trading through Electronic Systems; and Government Regulation No. 71 of 2019 on the Operation of Electronic Systems and Transactions, especially its provisions on electronic contracts and consent. Scholarly publications and legal textbooks provide secondary doctrinal context. These are issue-specific materials, not the output of a claimed systematic literature search.

The interpretation follows four steps. First, the analysis identifies the applicable norm and its legal function (formation, performance/default, substantive consumer protection, or procedure). Second, it reads related provisions systematically, distinguishing a general civil-law requirement from a specific statutory consumer or electronic-transaction requirement. Third, it examines whether apparently competing provisions govern different legal questions, instead of assuming that one remedy automatically replaces another. Fourth, it applies the resulting doctrinal sequence to typical categories of online-sales disputes. Legislative amendments are considered as part of the relevant legal context; statutory text, rather than secondary commentary alone, forms the basis for precise procedural descriptions.

Legal interpretation is descriptive, systematic, and conceptual. It does not apply a statistical sampling design, conduct interviews, or audit a particular platform. An illustrative fact pattern, if used below, is a hypothetical explanation of the law and not an empirical case study. Accordingly, the article cannot establish how often disputes occur, how promptly individual BPSK bodies decide cases, or how frequently marketplace consumers actually obtain compensation.

Because this is documentary legal research, no human participants were recruited and participant consent or human-subject ethics approval was not part of the research design as reported. Legal statements are attributed to the relevant statutes, while factual claims taken from published commentary are identified as secondary reporting. The BPKN complaint figure has not been checked against its primary dataset; it is not treated as an independently established observation. Claims about effectiveness, accessibility, or success rates of remedies are therefore qualified as issues requiring empirical examination. Any declarations concerning conflicts of interest, funding, or the use of artificial intelligence remain matters for the authors to confirm in the journal's required disclosure process.

3. Results and Discussion

Validity and Binding Force of Online Sales Agreements

Article 1457 of the Civil Code defines a sale as an agreement by which one party undertakes to deliver goods and the other undertakes to pay the agreed price. Under Article 1458, the sale arises once the parties agree on the goods and price. Sale and purchase are thus consensual, creating reciprocal duties: delivery by the seller and payment by the buyer (Subekti, 2001). The use of a marketplace or another electronic interface changes the means by which agreement is communicated, rather than the underlying structure of reciprocal obligations.

Article 1320 establishes four conditions for contractual validity: agreement of the parties, capacity to contract, a determinate subject matter, and a lawful cause. The first two are commonly characterized as subjective requirements, the absence of which may render a contract voidable; the latter two are objective requirements, the absence of which may render it void by operation of law (Subekti, 2001). Each requirement remains relevant in the electronic environment. A product listing

and the steps by which a buyer places or confirms an order must be understood in the context of the platform's contracting process; an online click should not be treated as automatically resolving every possible issue of consent.

The legal characterization of electronic communications requires attention to the steps of the particular transaction. A product listing may convey an advertisement, a proposal to transact, or a sufficiently definite offer, depending on the content and applicable terms. A buyer's order may itself constitute an offer, and an automated acknowledgement may merely confirm receipt rather than unequivocally accept the order. Whether a binding sale has been concluded therefore turns on the communicated terms and the parties' legally effective agreement, not solely on the existence of a "checkout" button or a payment record. This is an analytical distinction, not a categorical rule that all online platforms adopt the same contracting design.

Article 18(1) of the Electronic Information and Transactions Law recognizes the binding force of electronic contracts. The more specific rules in Government Regulation No. 71 of 2019 reinforce the inquiry: Article 46 identifies validity requirements for electronic contracts; Articles 47–48 regulate, among other matters, the contract terms and information surrounding electronic offers; and Article 49 links the occurrence of an electronic transaction to agreement, generally through acceptance of an offer unless the parties determine otherwise. These provisions should be read alongside Article 1320 of the Civil Code rather than as a substitute for its requirements. The presence of an electronic acceptance mechanism can evidence consent but does not conclusively resolve capacity, legality, misrepresentation, or disagreement over material terms.

Capacity requires separate attention. The identity or age of a contracting party may be difficult to verify remotely, while Article 1330 addresses persons who lack legal capacity under the Civil Code. A dispute about a party's capacity may accordingly raise a question of avoidability despite the presence of an electronic transaction record. Once a valid agreement exists, Article 1338(1) gives it binding force between the parties, and Article 1338(3) requires performance in good faith. Good faith is important where product claims, delivery commitments, and platform terms shape the consumer's decision to transact (Hakim, 2026).

For example, when the platform specifies that seller confirmation is needed before an order becomes final, the doctrinal inquiry must establish whether such confirmation occurred. If the terms establish acceptance upon a buyer's affirmative confirmation of an identified offer, the analysis may differ. In either case, order logs, displayed conditions, payment records, and messages provide potential evidence of the contents and timing of agreement; their significance depends on the actual transaction and the applicable rules on electronic evidence. Electronic form therefore changes the means of communicating and proving assent, not the substantive obligation to establish valid consent.

The doctrinal result is not that all online orders are automatically enforceable, but that the governing tests are technology-neutral: substantive consent, capacity, a sufficiently identified object, and lawfulness must still be established. Electronic records and platform communication can assist in evidencing the agreement, although evidential adequacy will depend on the circumstances of a particular dispute.

Forms of Seller Breach and Their Civil-Law Consequences

Breach of contract, or wanprestasi, is the failure to perform an obligation arising from an agreement. Subekti (2001) distinguishes four forms: failing to do what was promised, performing in a manner different from that agreed, performing late, or doing something prohibited by the contract. In online sales, typical examples are non-delivery, delayed shipment, and goods that differ materially from the agreed description or specifications (Hakim, 2026). The legal assessment must relate the

disputed conduct to an actual contractual obligation rather than assume that every unsatisfactory purchase establishes breach.

The assessment should proceed in a defined order. First, identify the obligation established by the contract: what goods were promised, at what price, and by what date or condition performance was due. Second, establish the departure from the agreed obligation. Third, consider whether the seller has entered legally relevant default, and only then assess the availability of performance, compensation, or termination. The sequence guards against equating a disappointed commercial expectation with an immediately enforceable damages claim.

Article 1238 of the Civil Code governs when a debtor is regarded as being in default, including notice or circumstances in which the obligation itself provides for default after the relevant time has passed. Consequently, retaining a written complaint, an order confirmation, delivery promises, and seller-platform correspondence can matter to proving the chronology of non-performance. The practical suggestion in the source manuscript is that consumers lodge an objection or notice through the platform complaint mechanism and retain documentary proof; whether a formal warning is required remains dependent on the legal and contractual circumstances.

Article 1238 recognizes different routes to default: a formal demand or comparable notification may be relevant, while the obligation itself may establish that the debtor is in default once a stipulated time has elapsed. It follows that a consumer should retain the offer and acceptance records, promised delivery date, proof of payment, communications, and any warning or demand. A platform complaint can document notice, but it should not automatically be equated with a legally sufficient notice of default in every contractual setting. The necessity and effect of notice depend on the wording of the obligation and applicable law.

Article 1243 addresses compensation for costs, losses, and interest subject to the relevant conditions of non-performance and default. Articles 1266–1267 concern resolution or termination of reciprocal obligations and the remedies available to the injured party, including a claim for performance when performance remains possible. Article 1266 requires particular care concerning judicial termination and the effect of contractual clauses; it should not be abbreviated into an automatic right to cancel every delayed online order. A claim for delivery, rescission, a replacement, or damages must therefore be matched to the underlying duty, evidentiary record, legal grounds, and remedial procedure.

Illustrative hypothetical (not a reported case): A seller offers a specified appliance for delivery within five days. The buyer accepts the agreed terms and pays; no goods arrive after the stated date. The legal analysis first establishes the contract and delivery obligation, then determines whether the agreed deadline or a subsequent warning suffices for default, and finally examines an appropriate demand for performance, termination, compensation, or applicable consumer-specific relief. A different scenario—delivery of an appliance with materially different specifications—raises a question of conformity and may support different remedies. The example illustrates the order of legal questions; it does not predict a court's decision.

In practical e-commerce disputes, relief may take the form of delivery of the promised goods, replacement with conforming goods, monetary reimbursement, or compensation where supported by the governing legal basis. The choice between performance and termination depends on the nature of non-performance, the agreement, the available proof, and the relevant legal procedures. The Civil Code supplies a general framework for these claims, which consumer legislation supplements.

Consumer Rights and Preventive Protection

The Consumer Protection Law supplements the Civil Code by specifying consumer rights and business obligations. Article 4 addresses, among other matters, truthful and clear information and access to compensation when goods or services do not correspond to the agreement; Article 7 imposes relevant duties on business actors. These obligations are significant even where an electronic sales agreement is valid as a matter of general contract law (Miru, 2004).

Article 19 regulates compensation for specified consumer harm and provides that compensation may take forms including reimbursement or replacement under its conditions. Article 19(3) expressly refers to a seven-day period after the date of transaction. This statutory wording should not be restated as a universal seven days after a complaint is lodged or as a guarantee of immediate refund in every delayed-shipment dispute. Its legal scope and practical application must be evaluated alongside the other paragraphs of Article 19, the particular facts, and related claims. Article 23 further addresses recourse where a business actor refuses, fails to respond to, or fails to comply with qualifying compensation demands (Shidarta, 2006).

Preventive legal protection is directed at avoiding disputes before they occur. It includes transparent descriptions of products, clear sale conditions, accurate statements of delivery time, appropriate seller identification, and preservation of transaction records. These measures are particularly significant where a consumer has limited opportunity to assess the product physically. The preventive dimension complements the Civil Code's requirement of good faith and the Consumer Protection Law's information duties (Shidarta, 2006).

The presence of a valid electronic contract, proof of contractual breach, and infringement of consumer-specific duties remain legally distinct inquiries. A seller may have satisfied the minimum requirements for contract formation while subsequently breaching a delivery obligation; inaccurate product information may independently engage statutory information duties. General civil-law remedies and consumer-specific compensation rights therefore operate in a complementary manner, with entitlement and procedure evaluated under the conditions of each governing provision.

Judicial, Non-Judicial, and Electronic Dispute Resolution

Article 45 of Law No. 8 of 1999 permits an injured consumer to seek settlement through the competent consumer-dispute institution or the courts; it also recognizes settlement outside court based on the parties' voluntary choice, subject to the provision's procedural conditions. Article 46 identifies categories of claimants that may bring specified consumer actions. Court proceedings may provide an enforceable determination but may entail expense and delay in relation to the value of a routine online purchase. This is a practical consideration identified in the literature, not an empirically measured outcome of the present research (Hakim, 2026).

Non-judicial protection includes negotiation with the seller and procedures before the Consumer Dispute Settlement Agency (Badan Penyelesaian Sengketa Konsumen, BPSK). Under Articles 49 and 52 of Law No. 8 of 1999, the institution has statutory responsibilities that include settlement through mediation, arbitration, or conciliation. The procedural rules should be distinguished carefully: Article 55 requires a decision within 21 working days after the complaint is received; Article 56(1) addresses business-actor compliance within seven working days of receiving the decision; Article 56(2) allows objections to the District Court within 14 working days of notification; Articles 57 and 58 address enforcement and judicial review steps. The characterization of BPSK decisions as final and binding under Article 54(3) must accordingly be understood together with the statutory objection procedure, not as denying the existence of any legally provided judicial route.

Three types of electronic or digitally assisted redress should be differentiated. First, a marketplace complaint desk, order-cancellation process, or internal payment-hold arrangement is primarily a platform-administered mechanism that may provide practical settlement under its terms. Second, online dispute resolution may use electronic communication to conduct legally recognized mediation, arbitration, or other forms of alternative settlement. Third, court proceedings may involve their own formal rules and electronic processes. These channels differ in institutional authority, procedural safeguards, and legal consequences; the existence of a platform resolution interface alone does not mean that it has the same status as a BPSK decision or a judicial ruling.

Article 72(1)–(2) of Government Regulation No. 80 of 2019 permits disputes in trading through electronic systems to be addressed through courts or other mechanisms, including dispute resolution conducted online in accordance with legislation. Article 72(3) also addresses a consumer's option to proceed through the consumer-dispute body or a court at the consumer's domicile in disputes with domestic business actors. The regulation recognizes electronic form as a possible mode of conducting a qualifying procedure; it does not automatically transform every platform complaint policy into statutory adjudication. Article 71 separately addresses mechanisms that facilitate consumer refunds on cancellation within its regulatory terms.

The doctrinal sequence thus requires a consumer to identify the responsible business actor, preserve relevant electronic records, examine the contract and applicable statutory rights, and select a forum compatible with the nature and procedural stage of the dispute. The literature identifies concerns regarding consumer awareness, bargaining inequalities, and the accessibility of complaint institutions (Hakim, 2026). Without original case data, these concerns can inform legal-policy discussion but cannot support claims about the comparative effectiveness or frequency of outcomes across channels.

Synthesis of the Legal Protection Framework

The combined legal framework operates in related but non-identical stages. Contract law determines whether reciprocal obligations came into being; the rules on default address non-performance; consumer protection legislation supplements general contractual duties with specific information and compensation requirements; and different adjudicative or negotiated channels provide routes to enforce or settle claims. These stages interact, but the existence of one does not automatically prove another. Table 1 summarizes the applicable functions and questions to be tested for each type of dispute.

Table 1. Doctrinal sequence and statutory structure of consumer protection in online sales

Legal dimension	Principal legal basis	Doctrinal question / legal function
Electronic formation	Civil Code Arts. 1320, 1338, 1457–1458; ITE Law Art. 18(1); GR 71/2019 Arts. 46–49	When was a valid agreement reached, on what terms, and what evidence shows assent?
Breach and default	Civil Code Arts. 1238, 1243, 1266–1267	Which duty was not performed; was default established; what conditions govern performance, damages, or termination?
Consumer-specific duties	Law 8/1999 Arts. 4, 7, 19 and 23	Were information and compensation duties triggered, and which statutory conditions apply?
Forum and redress	Law 8/1999 Arts. 45–46, 49, 52, 54–58; GR 80/2019 Arts. 71–72	Is resolution sought through platform complaint processes, statutory BPSK/ADR, or a court, and with what procedural consequences?

Note. This table maps the legal provisions discussed in the study and does not claim that a particular remedy is automatically available in every dispute.

A useful analytical distinction is between overlapping legal protection and duplicated recovery. The same factual episode—such as the delivery of goods materially different from their stated specification—may raise contractual questions regarding conformity and default and separate questions under consumer information or compensation duties. Recognizing more than one potentially relevant legal basis does not mean that the consumer necessarily obtains cumulative compensation for the same loss. The legal claim, remedy, and forum must be matched to the applicable conditions and proven harm.

The review suggests that general contractual and consumer rights are both available in Indonesian law, but their practical accessibility depends on the ability to preserve proof, understand the appropriate procedural route, and obtain a remedy proportionate to the dispute. As this study is doctrinal rather than empirical, the effectiveness of BPSK services, courts, or marketplace mechanisms remains a question for future case-based and empirical research.

4. Conclusion

Online sales agreements may be valid and binding under Indonesian private law where the four requirements of Article 1320 of the Civil Code are fulfilled: consent, capacity, a determinate object, and a lawful cause. Their electronic form does not displace those requirements. Article 18(1) of the Electronic Information and Transactions Law and Government Regulation No. 71 of 2019 help explain the recognition, terms, and acceptance of electronic contracts, while Article 1338 retains its role in contractual binding force and good-faith performance.

Non-delivery, late delivery, and delivery of goods that do not conform to agreement may constitute breach when the relevant contractual obligations and legal requirements are established. Articles 1238, 1243, and 1266–1267 of the Civil Code require attention to default, notice, available performance, compensation, and termination rather than a presumption that all remedies arise automatically. The Consumer Protection Law further provides information and compensation rights subject to its own conditions; in particular, Article 19(3) expressly refers to a seven-day period after the date of transaction. Judicial, BPSK, negotiated, and electronic settlement avenues differ in authority and procedure, and platform complaint tools do not themselves replace statutory rights.

The article's contribution is an integrated doctrinal sequence linking electronic formation, seller default, consumer-specific protection, and the selection of redress mechanisms under Indonesian law. Its central limitation is the absence of primary empirical material on complaint results or remedy accessibility. Preserving electronic evidence, improving clarity of marketplace terms and complaint information, and strengthening access to proportionate dispute resolution are practical issues highlighted by the legal analysis and supporting literature. Future research should test how these mechanisms operate in actual consumer disputes.

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Data Availability : The materials supporting this study consist of legislation, legal provisions, scholarly publications, and other relevant legal sources cited in the manuscript. These sources are publicly accessible through their respective official or published channels. Further information concerning the legal materials and analytical approach may be obtained from the corresponding author upon reasonable request.

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