Syariah and Law Discourse

Vol. 7, No. 1, pp. 9-16| 2026
Syariah and Law Discourse

REFORMULATING PARENTAL RESPONSIBILITY IN CHILDREN'S CASH ON DELIVERY (COD) TRANSACTIONS UNDER INDONESIAN LAW

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Article history:
Submission date: 17 December 2025
Received in revised form: 30 February 2025
Acceptance date: 7 April 2026
Available online: 15 May 2026

Keywords:
Reformulating; Parental Responsibility; Cash On Delivery.

Funding:
This research did not receive any specific grant from funding agencies in the public, commercial, or non-profit sectors.

Competing interest:
The author(s) have declared that no competing interests exist.

Cite as:
Aprianti, N., Berliana, A.A., & Aggreni, P. (2026). *Reformulating Parental Responsibility In Children's Cash On Delivery (Cod) Transactions Under Indonesian Law*, 7(1), 9-16.

ABSTRACT

This article aims to examine and address various legal issues concerning online transactions conducted through the Cash on Delivery (COD) system, which have increasingly been carried out by minors and have resulted in losses for business actors. This situation arises due to the absence of age-verification features on e-commerce platforms, thereby allowing minors to place orders without parental supervision. The analysis demonstrates that transactions conducted by minors give rise to legal consequences in the form of voidable contracts and are deemed invalid for failing to meet the requirement of legal capacity, as stipulated in Articles 1320 and 1330 of the Indonesian Civil Code (Kitab Undang-Undang Hukum Perdata). This position is consistent with the Shāfiʿī school of Islamic jurisprudence, which holds that transactions conducted by a child who has not yet attained puberty (*baligh*) are legally invalid. Similarly, Malaysian law recognizes the doctrine of vicarious liability, although there is currently no specific regulation governing COD transactions. Nevertheless, in order to prevent such practices and to provide legal protection for all parties involved, Indonesia, as a welfare state, is obligated to address this legal vacuum by formulating specific regulations on parental responsibility in relation to online COD transactions. This approach is in line with Article 1367 of the Indonesian Civil Code, Islamic legal principles, and comparative insights from Malaysian law, which impose parental liability for the legal consequences arising from the acts of their children. Furthermore, there is an urgent need to establish a clear standard of legal capacity based on age for engaging in digital transactions, to impose parental responsibility for acts committed by minors, and to affirm the obligation of all e-commerce platforms to implement consumer age-verification systems.

Introduction

The implementation of a payment system whereby payment is made upon the delivery of goods to the consumer's address, commonly known as Cash on Delivery (COD), is frequently misused by minors due to the absence of an age-verification system at the stage of placing orders on e-commerce platforms. In fact, age is a fundamental and essential requirement in entering into an agreement, particularly in the context of transactions (sale and purchase), as it relates directly to the element of legal capacity as regulated under Article 1320 of the Indonesian Civil Code .

According to the Shāfiʿī school of Islamic jurisprudence, a transaction is considered legally valid under Islamic law only if the parties have reached puberty (*baligh*), possess sound reasoning, are capable (*rāshid*), and are not subject to legal impediments to transact, such as insanity, prodigality (*safīh*), or intoxication (Wildan Miftahussurur & Silfin Aisyah, 2024).

Furthermore, parental negligence in supervising children's activities constitutes a major contributing factor to the misuse of the COD system, which may result in financial losses for business actors. Parental negligence in supervising a child's activities that give rise to legal consequences, in principle, triggers the application of parental responsibility under Indonesian positive law, particularly within the realm of civil law. Another issue within the Indonesian legal context concerns the inconsistency in standards of legal adulthood (*ius constitutum*). Article 330 of the Indonesian Civil Code stipulates that a legal subject is deemed to have full legal capacity upon reaching the age of 21. Conversely, Article 1 point 1 of Law No. 35 of 2014 on Child Protection classifies a person as a child from the time of conception until the age of 18. Additionally, Article 63 paragraph (1) of Law No. 23 of 2006 on Population Administration provides that the age of legal adulthood for civil registration purposes is 17 years or upon marriage. This lack of harmonization in age-based legal capacity across various statutes has also created legal uncertainty in the implementation of the COD system.

The need for a specific legal reformulation of the COD system, emphasizing the concept of parental responsibility or vicarious liability, has become increasingly urgent given the high number of internet users among children in Indonesia. According to data from the Ministry of Communication and Digital Affairs, approximately 221 million individuals, or 79.5% of Indonesia's population, are internet users, with particularly high usage rates among children aged 1–4 years (37.02%) and 5–6 years (58.25%). Moreover, 33.80% of children aged 1–4 years and 51.19% of children aged 5–6 years actively access the internet, while the majority of children aged 13–14 years experience social media addiction (Ministry of Communication and Digital Affairs, 2025).

Several cases illustrate the misuse of the COD system by minors. First, a five-year-old child placed an order through an e-commerce platform using the COD payment method amounting to IDR 16,000,000 without the knowledge of their parents (Kumparan, 2021). Second, a child, without parental supervision, conducted an online transaction through an e-commerce platform by purchasing 34 items of toys with a total bill of IDR 3,000,000 (Okezone, 2021). Third, a similar case involved a six-year-old child who placed a COD order through the Shopee platform worth IDR 1,300,000 without parental supervision (Fitri Oktalisa, 2025).

These cases demonstrate the critical importance of parental involvement and supervision in children's use of e-commerce accounts. Such conditions underscore the necessity of establishing a legal framework governing liability for parties placing orders, particularly in relation to the legal capacity of minors to comprehend the legal implications of a contract, their rights and obligations as legal subjects, the application of vicarious liability, and the potential losses arising from such transactions. Accordingly, this study seeks to present an analytical framework and comparative reflection with Malaysian law concerning the "Reformulation of Parental Responsibility Law in Online Transactions Through Cash on Delivery (COD) Conducted by Minors from the Perspective of Indonesian Positive Law", as an effort to address the existing legal vacuum in resolving these legal issues.

Literature Review

Cecillia Christy Dwi Yudo *et al.* in their journal article entitled "The Validity of Sale and Purchase Transactions Conducted through E-Commerce Using the Cash on Delivery (COD) Method by Minors" examine the legal validity of e-commerce sale and purchase transactions conducted by underage children using the COD payment method, as well as the legal consequences arising from such agreements. They conclude that sale and purchase transactions conducted through e-commerce by minors using the COD method may be deemed legally invalid due to the failure to fulfill one of the essential requirements of a valid contract, namely legal capacity, thereby rendering the agreement voidable or subject to annulment.

Aqsa Fahmiranda Darmawan Lubis and Sulistiyo Adi Winarto, in their article entitled "Legal Protection for Expedition Couriers in Relation to Online Transactions Conducted by Minors," analyze the legal consequences of online sale and purchase agreements entered into by minors and examine the legal protection afforded to expedition couriers in such transactions. The legal consequence of online transactions conducted by minors is that the agreement may be considered legally invalid and subject to annulment. Meanwhile, legal protection for couriers in cases where online transactions are annulled due to the legal incapacity of the contracting party is ensured through guarantees provided by the expedition company, including health insurance, employment security, and the courier's continued entitlement to wages or remuneration for the work performed.

Gangga Listiawan, in his article entitled "The Validity of Cash on Delivery (COD) Sale and Purchase Transactions Conducted by Minors on E-Commerce Platforms," published in *JUSTNESS: Journal of*

Law, Politics, and Religion, Vol. 5 No. 01, March 2025, discusses the aspect of legal capacity in online transactions based on Article 1320 of the Indonesian Civil Code, which requires legal capacity as an essential element of a valid agreement. Accordingly, he emphasizes the necessity of verification and parental or guardian participation when disputes arise in COD transactions involving minors.

This article, however, focuses on various legal issues arising from COD transactions conducted by minors, particularly the issue of vicarious liability borne by parents or guardians from the perspective of Indonesian law, as compared with Malaysian law and Islamic law. The article highlights the existence of a legal vacuum concerning parental responsibility in cases of COD transactions conducted by minors. This issue is of particular importance given that, to date, the Indonesian legal framework has specifically regulated consumer protection, yet has not provided adequate legal protection for sellers.

Methodology

This study employs a normative legal research method using a statutory approach, a conceptual approach**,** and a comparative approach**.** The article specifically focuses on the legal issue of a regulatory vacuum concerning substitute legal liability (vicarious liability) imposed on parents or guardians, as well as the lack of legal protection for seller**s** in online Cash on Delivery (COD) transactions involving minors.

Results and Discussion

As a consequence of Indonesia's adoption of the welfare state concept, the State is fundamentally obliged to provide guarantees of protection for society in the economic sphere, particularly for business actors and consumers engaged in digital transactions. In fact, Indonesian law has regulated various aspects related to digital transactions; however, it has not specifically governed the Cash on Delivery (COD) system. Such regulation can be found in several legal instruments, including the Indonesian Civil Code, which governs the validity requirements of agreements and sale and purchase transactions; Law No. 19 of 2016 on Electronic Information and Transactions, which recognizes the legal validity of contracts formed through electronic transactions; Minister of Trade Regulation No. 50 of 2020 concerning Business Licensing, Advertising, Guidance, and Supervision of Business Actors, which primarily focuses on licensing and obligations of business actors engaged in electronic commerce; and Law No. 8 of 1999 on Consumer Protection, which emphasizes the protection of consumer rights and the obligations of business actors.

Based on these regulations, it can be understood that there is, in essence, no explicit legal guarantee of protection against losses suffered by business actors who receive orders through the COD system, particularly when the consumer placing the order is a minor. Article 1320 of the Indonesian Civil Code stipulates that consent and legal capacity constitute the subjective elements of a contract, the absence of which results in the contract being voidable. Meanwhile, the elements of a specific object and a lawful cause constitute the objective elements, the absence of which renders the contract null and void by operation of law (void ab initio).

In cases of COD transactions conducted by minors, the subjective requirement of legal capacity is not fulfilled, thereby rendering the contract voidable. However, on the other hand, the cancellation and return of goods inevitably cause financial losses to business actors. Therefore, the application of parental responsibility becomes essential, given that minors do not possess full legal capacity. This justifies the application of substitute liability on parents or guardians, particularly in light of parental negligence in supervising their children's activities. Consequently, all legal consequences arising from a child's actions may be imposed upon the parents as legal guardians.

The weakness of age-detection systems on e-commerce platforms undeniably constitutes one of the contributing factors to the increasing number of COD transactions conducted by minors without parental knowledge. Nevertheless, such circumstances do not automatically justify unilateral cancellation of transactions, as Article 1367 of the Indonesian Civil Code expressly affirms the existence of vicarious liability (parental responsibility) for acts committed by individuals under one's authority. This liability extends to activities conducted through e-commerce accounts registered under the account holder's name, including accounts accessed and used by a child to conduct COD transactions.

The concept of parental responsibility under the Children Act 1989 in England affirms that parents possess "*all the rights, duties, powers, responsibilities and authority*" in relation to their children. This responsibility encompasses parental obligations in caregiving, maintenance, education, protection, and accountability for both legal and unlawful acts committed by the child (Lili Rasjidi & L.B. Wyasa Putra, 2003). A similar principle is reflected in Article 1330 of the Indonesian Civil Code, which categorizes individuals who are underage (below 21 years old or unmarried) as legally incapacitated. Accordingly, the application of parental responsibility is imperative, particularly as Article 1457 of the Indonesian Civil Code stipulates that a sale and purchase transaction constitutes an agreement whereby the seller is obliged to deliver the goods and the buyer is obliged to pay the agreed price.

From the perspective of Islamic law, a child who has not yet attained puberty (*baligh*) is classified as lacking full legal capacity (*ahliyyah al-adāʾ*) to perform legal acts. According to the Shāfiʿī school, a contract (*ʿaqd*) is deemed valid only if the contracting party has reached puberty, possesses sound reasoning, and demonstrates financial prudence (*rāshid*) (Al-Nawawī). Accordingly, transactions conducted by a person who has not yet attained puberty lack legal force, even if the child is *mumayyiz* (capable of discernment), regardless of whether parental consent has been granted (Ma'had Aly, 2023). This principle aligns with the Prophet Muhammad's saying: *"Each of you is a shepherd, and each of you will be held accountable for those under your care"* (Narrated by al-Bukhārī).

This concept of responsibility encompasses caregiving, protection, as well as legal and financial accountability for a child's actions. A similar notion exists within Indonesian law through the doctrine of vicarious liability, which holds that a person may be held legally responsible for losses arising from unlawful acts committed by individuals under their responsibility or authority (Anita Mihardja, 2020). The convergence of Islamic legal principles and the doctrine of vicarious liability thus forms the normative basis for the application of parental responsibility as a legal solution in cases involving COD transactions conducted by minors.

Similarly, a comparative analysis with Malaysian law reveals that there is no specific regulation governing COD transactions. The existing *ius constitutum* includes the Consumer Protection (Electronic Trade Transaction) Regulations 2024, enacted pursuant to the Consumer Protection Act 1999, which primarily address transparency regarding payment methods used by the parties. Furthermore, the Contracts Act 1950 in conjunction with the Age of Majority Act 1971 affirms that individuals under the age of 18 lack full contractual capacity. Consequently, in COD transactions conducted by minors, vicarious liability may also be imposed under the Civil Law Act 1956, on the grounds that parents may be deemed contributorily negligent due to their failure to exercise adequate supervision.

In light of these conditions, Indonesia must formulate specific legal regulations governing online transactions using the COD system. Legal reformulation refers to the process of restructuring, reordering, and redefining existing legal norms to align them with societal needs arising from technological advancement and legal system dynamics (Jimly Asshiddiqie, 2010). Such reformulation is essential within the broader context of law reform, particularly when existing norms are deemed outdated, ambiguous, overlapping, or incapable of addressing contemporary socio-economic and technological challenges (Satjipto Rahardjo, 2000). This necessity is further reinforced by Indonesia's status as a welfare state, which positions the State not merely as a guardian of public order (*nachtwachterstaat*), but also as a provider of social welfare (Richard Titmuss, 1958).

Currently, the regulation of online transactions in Indonesia may be identified through:
(1) Articles 5, 6, 9, 17, and 18 of Law No. 11 of 2008 on Electronic Information and Transactions, as amended by Law No. 19 of 2016, which merely affirm the validity of online transactions insofar as they comply with the general contractual requirements under the Civil Code;
(2) Articles 1320, 1457, and 1458 of the Indonesian Civil Code, which regulate general principles of sale and purchase transactions without specifically addressing COD;
(3) Articles 4, 7, and 8–17 of Law No. 8 of 1999 on Consumer Protection, which focus solely on consumer protection in transactions; and
(4) Minister of Trade Regulation No. 50 of 2020, which addresses licensing obligations and the freedom to use various payment methods in online transactions, including COD, treating such methods merely as agreements between marketplaces and logistics or courier service providers.

Accordingly, several key points require legal reformulation. First, it is necessary to establish a specific age threshold defining legal capacity for consumers engaging in online transactions, particularly those involving COD, given the diversity of age classifications and legal capacity standards across Indonesian legislation, in order to facilitate the application of the principle *lex specialis derogat legi generali*. Second, it is essential to formulate explicit norms governing parental responsibility as a manifestation of vicarious liability within both Indonesian law and Islamic law. Such regulation would not only serve as a preventive mechanism against losses suffered by business actors due to returned orders, but also reinforce parental obligations to supervise children's activities and control access to e-commerce accounts. Third, regulations must impose an obligation on e-commerce platforms to implement age-verification systems, particularly for COD transactions. Through these measures, a balanced framework of legal protection for all parties involved can be achieved.

Conclusion

Online transactions conducted through the Cash on Delivery (COD) system present several inherent weaknesses that may result in financial losses for business actors, particularly when orders are placed by underage consumers and such transactions are carried out without parental supervision. On the one hand, the diversity of age thresholds stipulated under Indonesian laws for determining legal capacity to enter into transactions creates legal uncertainty. On the other hand, the absence of age-verification systems on e-commerce platforms further exacerbates the risk of misuse, especially given the vulnerability of parental accounts being accessed and used by children. Accordingly, the formulation and application of the concept of parental responsibility or substitute liability are necessary to minimize losses suffered by business actors, to strengthen parental supervision over children's digital activities, and to enhance parental vigilance regarding the use and control of e-commerce accounts. This approach is consistent with the doctrine of vicarious liability under Indonesian law, Islamic law, and comparative perspectives drawn from Malaysian law. Such legal reformulation is essential to ensure the consistent implementation of Indonesia's welfare state principles. Therefore, several key aspects require reformulation, namely: the establishment of a clear age threshold for determining consumers' legal capacity; the imposition of parental responsibility for legal consequences arising from acts committed by minors; and the affirmation of the obligation of all e-commerce platforms to implement effective consumer age-verification systems.

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