

ABSTRAK

Penelitian skripsi ini berjudul pembatalan sepihak pada perjanjian jual beli online dengan metode COD adapun penelitian ini bertujuan mengetahui upaya hukum dari penjual yang dirugikan dan akibat hukum apabila pembeli menolak menerima juga membayar pesanan nya. Penelitian hukum normatif digunakan sebagai metode penelitian, metode hukum normatif yaitu cara yang digunakan dalam penelitian hukum melalui penelitian bahan bahan pustaka, penelitian hukum normatif hanya data sekunder atau bahan pustaka saja yang diteliti meliputi bahan hukum primer, sekunder dan tersier.

Undang-undang Tahun 1999 Nomor 8 Pasal 6 mengenai perlindungan konsumen terkait hak-hak pelaku usaha. Adapun akibat hukum apabila pembeli menolak membayar pesannya dan dapat digugat dalam UU Tahun 1999 No. 8 pasal 6 tentang perlindungan konsumen dimana konsumen harus membayar sesuai dengan kesepakatan serta beritikad baik dalam transaksi. Yang menjadi tanggung jawab yuridisnya atas perbuatan pembatalan oleh pihak konsumen dalam menjalankan transaksi nya harus melakukan penggantian barang atau jasa yang setara nilainya.

Kata Kunci : Jual beli online, *Cash on Delivery*.

ABSTRACT

The research of this thesis is entitled unilateral cancellation of the online sale and purchase agreement with the cash on delivery (COD) method. The purpose of this research is to find out the legal remedies that can be taken by the seller who is harmed and the legal consequences if the buyer refuses to accept and pay for the order. The research method used in this discussion is normative legal research, normative legal methods are the methods used in legal research by examining library material, in normative legal research only library or secondary legal materials that include primary, secondary, tertiary legal materials are examined.

In law number 8 of 1999 concerning consumer protection in article 6 it is written about the rights of business actors. As for the legal consequences if the buyer refuses to pay for his order and can be sued in article 6 of law n0.8 of 1999 concerning consumer protection, the consumer must pay in accordance with the agreement and have good faith in transactions which are his juridical responsibility for the cancellation statement made by the consumer in the transaction. Carrying out the transaction must replace goods or services of equivalent value.

Keywords : Buy and sell online, Cash on delivery.