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The Practice of Unsolicited Goods in TikTok Shop COD Transactions: A Review of Positive Law and Islamic Law

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Abstract

This study analyzes the practice of unsolicited goods in Cash on Delivery (COD) transactions on the TikTok Shop platform, focusing on dispute resolution methods for such cases. This issue reflects the inconvenience consumers face in e-commerce transactions. This study aims to provide a thorough overview of legal protections for consumers in unsolicited goods transactions conducted via COD without the consumer's consent or through fictitious orders. This research employs a normative method, using a literature review and interviews with consumers currently experiencing cases of unsolicited goods. The study finds that unsolicited goods delivered through COD transactions violate consumer rights because consumers are compelled to accept and pay for goods they never ordered. Under Indonesian positive law, such practices conflict with Law No. 8 of 1999 on Consumer Protection, Government Regulation No. 80 of 2019 on Electronic Commerce, and regulations concerning electronic information and personal data protection. In Islamic law, the practice is invalid because it lacks mutual consent (*ridha*), contains elements of *gharar* and *tadlis*, and may be classified as an *akad fudhuli*, which is not binding without the consumer's approval. The study also shows that liability is shared among sellers, platforms, and, to a limited extent, couriers, although platforms may bear stronger responsibility due to their role as transaction facilitators. This research concludes that stronger regulation, platform supervision, consumer education, and digital literacy are needed to ensure legal certainty and protect consumers from unsolicited goods in COD transactions.

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Introduction

The advancement of digital technology has given rise to various e-commerce platforms that seamlessly integrate entertainment and transactions, including TikTok Shop. This platform has grown rapidly by combining promotional content with purchasing mechanisms in a single application. However, beneath this convenience lies a serious problem that threatens public confidence in the online shopping system, namely the practice of delivering unordered goods (*unsolicited goods*) combined with the Cash on Delivery (COD) payment method (Saputra, 2025).

The COD method essentially benefits consumers by allowing them to inspect goods before making payment. In practice, however, this system is susceptible to misuse through the delivery of fictitious packages sent in the name of consumers who never placed an order (Apriani & Kartika, n.d.). Real cases of this phenomenon have been documented in various TikTok posts, including one from the account @dailypi.1, which reported receiving a delivery notification for a package worth approximately IDR 150,000 despite never having made any transaction. To make matters worse, the courier had already marked the package as "received" in the application system before the consumer had the opportunity to refuse it, resulting in losses for both parties. Such cases are further compounded by the misuse of consumers' personal data by irresponsible parties who exploit vulnerabilities in marketplace systems (Tenripada & others, 2025).

Under Indonesian positive law, consumer protection against such practices is regulated by several legal instruments. Law Number 8 of 1999 on Consumer Protection guarantees consumers the right to accurate, clear, and honest information, as well as the right to compensation as stipulated in Article 19. Furthermore, Article 378 of the Criminal Code addresses fraud with a maximum penalty of 4 years' imprisonment, and Article 35 of the Electronic Information and Transactions (ITE) Law prohibits the misuse of electronic identities (Anhar & Kurniawan, 2024). Despite these regulations, their implementation continues to face significant challenges, including the difficulty of tracing perpetrators who use false identities, low digital literacy among consumers, and suboptimal seller verification systems on e-commerce platforms.

From the perspective of Islamic law, this issue is equally serious and worthy of examination. Every transaction in Islam must be founded upon the principles of honesty (*amanah*), justice (*'adl*), and mutual consent (*ridha*) between both parties. The practice of delivering unordered goods contains elements of *gharar* (uncertainty) and *tadlis* (deception or concealment of facts), both of which are explicitly prohibited in the jurisprudence of *muamalah* because they have the potential to cause harm and disputes (Ulya, 2023). Moreover, a sale contract in Islam is considered valid only when there is mutual consent (*an-taradhin*) between the parties; therefore, when a consumer is compelled to pay for goods they never ordered, the conditions for a valid contract are not met, and the transaction becomes legally problematic under Islamic law.

Previous studies have addressed aspects of this issue. Firdos et al. (2025) examined sales practices on Shopee and TikTok Shop from the general perspective of Sharia economic principles. Syahrizal Abbas (2025) studied consumer protection in TikTok Shop transactions, covering issues of product non-conformity and return mechanisms. Meanwhile, Tenripada et al. (2025) raised concerns about the misuse of personal data in fictitious COD package deliveries via marketplaces. However, no study has specifically examined the practice of unsolicited goods in TikTok Shop COD transactions from both perspectives — namely, Indonesian positive law and Islamic law — particularly regarding contract validity, business operator liability, and the protection of consumer rights.

The novelty of this research lies in its comprehensive and integrative analysis of the practice of delivering unordered goods within the TikTok Shop COD system, examined simultaneously from the standpoint of Indonesian consumer protection law and the principles of *muamalah* in Islamic law. Accordingly, this study aims to provide a thorough overview of legal protections for consumers in unsolicited goods transactions conducted via COD without the consumer's consent or through fictitious orders. To achieve this objective, the research addresses three fundamental questions regarding the legal framework and transactional validity. First, it examines how Indonesian positive law, particularly the Consumer Protection Act and related regulations, protects

consumers against the practice of unsolicited goods in TikTok Shop COD transactions. Second, it investigates the responsibilities and legal liabilities of e-commerce platforms, sellers, and couriers in cases involving unsolicited goods in COD transactions. Third, it analyzes how the validity of transactions involving unsolicited goods is assessed under Islamic commercial law (*fiqh muamalah*), particularly regarding the elements of consent (*ridha*), uncertainty (*gharar*), and deception (*tadlis*).

Method

This study employs a normative legal research method, which examines law as a system of norms, principles, and rules applicable to specific legal issues. This approach is used to analyze the practice of delivering unordered goods (*unsolicited goods*) in TikTok Shop Cash on Delivery (COD) transactions through the perspectives of Indonesian positive law and Islamic law (*fiqh muamalah*).

The legal materials used in this study consist of both primary and secondary sources. Primary legal materials include statutory regulations relevant to consumer protection and electronic transactions, such as Law No. 8 of 1999 on Consumer Protection, particularly Articles 4 and 7 concerning consumer rights and business actors' obligations; Law No. 19 of 2016 on Electronic Information and Transactions, especially Article 35 regarding the misuse of electronic identity; Law No. 27 of 2022 on Personal Data Protection; Government Regulation No. 80 of 2019 on Electronic Commerce; provisions of the Civil Code relating to breach of contract and the validity of agreements; as well as Article 378 of the Criminal Code concerning fraud. In addition, primary sources from Islamic law are also employed, including the Quran, Hadith, and *fiqh muamalah* doctrines that emphasize the principles of mutual consent (*an-taradhin*), honesty (*amanah*), and the prohibition of *gharar* (uncertainty) and *tadlis* (deception). These primary sources are complemented by secondary legal materials, including books, academic journal articles, research reports, and expert opinions, that discuss consumer protection, electronic commerce, personal data misuse, and fraudulent practices in COD transactions, providing conceptual and analytical support for interpreting the legal issues under study.

This research applies three approaches: the statutory approach (*statute approach*), the conceptual approach (*conceptual approach*), and the comparative approach. The statutory approach is used to examine relevant laws and regulations governing consumer protection and electronic transactions. The conceptual approach is employed to analyze legal doctrines and principles, particularly within *fiqh muamalah*, related to contract validity, consent, and prohibited elements in transactions. Meanwhile, the comparative approach is used to analyze and contrast Indonesian positive law and Islamic law with respect to consumer protection principles, contract validity, legal consequences, and mechanisms for addressing unsolicited goods practices in COD transactions.

Data collection is conducted through a literature review that identifies and compiles relevant legal materials from authoritative sources. The collected data are then analyzed qualitatively using a legal interpretative method to evaluate the adequacy of existing legal frameworks in protecting consumers from unsolicited goods practices in TikTok Shop COD transactions. The analysis is presented descriptively and analytically to produce a comprehensive understanding that integrates both positive law and Islamic legal perspectives.

Findings

Consumer Legal Protection and the Issue of Unsolicited Goods in COD Transactions

The practice of shipping without an order in COD transactions on certain platforms, particularly on TikTok Shop, often leads to issues such as consumers frequently receiving packages

they never actually ordered, but the courier forces them to pay for the package because the consumer's name is already listed on it, so the consumer ends up paying anyway. This is highly detrimental to consumers because they are placed in a confusing position: if they refuse to pay, they feel awkward toward the courier delivering the package, as the package cannot be returned but only returned through the app, and the money already paid to the courier cannot be refunded because the person who ordered the package was a individuals who often seek to profit. (Septyaningsih et al., 2023)

From the perspective of consumer protection theory, the practice of unsolicited goods in COD transactions on the TikTok Shop app violates the fundamental principles governing the relationship between businesses and consumers. This is because there is no prior consent from the consumer, thereby lacking the element of mutual agreement, a key requirement for the formation of a valid contract. This situation indicates a lack of balance in the relationship, with the business acting unilaterally, placing the consumer at a disadvantage. (Maatuil et al., 2025)

Furthermore, the allocation of risk in the practice of unsolicited goods reveals an injustice, as the consumer bears the entire risk, whether in the form of financial loss or potential fraud. In consumer protection theory, risk sharing should be conducted fairly between both parties; therefore, this practice can be classified as a business activity in bad faith, as it violates the principles of fairness and transparency and lacks valid consumer consent in a transaction.

Law No. 8 of 1999 on Consumer Protection, specifically Article 7, stipulates that businesses not only have rights but also obligations that must be fulfilled to foster good and fair relationships with consumers. Businesses are required to provide transparent, accurate, and honest information regarding the condition of goods and the goods or services they offer. This ensures that consumers do not misunderstand the goods they receive. Additionally, they must treat consumers fairly, without discrimination, and provide good service. Business operators are also obligated to ensure the quality of goods and services meets applicable standards, and to provide consumers with the opportunity to test or try the product if necessary. If losses result from the use of goods and services, business operators must be held accountable, for example, by providing compensation or restitution in accordance with applicable regulations. By fulfilling these obligations, it is hoped that trust and balance will be established between business operators and consumers. (Randi, 2023)

In addition, the practice of unsolicited goods in cash-on-delivery transactions is also linked to the misuse of consumers' personal data. Data such as names, addresses, and phone numbers can be exploited by unscrupulous individuals to create fictitious messages without the data owner's consent. This clearly violates the provisions of Law No. 11 of 2008 on Electronic Information and Transactions, which prohibits the misuse of electronic information and prohibits anyone without the right to do so from using another person's electronic information. The misuse of personal data not only causes financial harm but also non-material harm, such as a sense of insecurity and a loss of trust in electronic transactions. (Saputra, 2025)

Data breaches on e-commerce platforms are nothing new in Indonesia. The 2020 Tokopedia incident, which resulted in a data breach affecting 91 million users, is a clear example of weaknesses in data security systems on digital platforms. The exposed data included personal information such as names, dates of birth, email addresses, phone numbers, and hashed passwords. However, Tokopedia was deemed insufficiently effective in informing users. This is because information about the data breach did not originate with Tokopedia but was made public by third parties and on social media. Law enforcement in Indonesia tasked with protecting personal data still faces several challenges. First, it is difficult to prove a causal relationship between the data breach and

the losses suffered by users. Second, oversight by the regulator, the Ministry of Communication and Information Technology, has not been effective in addressing the violations that have occurred. Third, there is heavy reliance on user-initiated lawsuits, while the Indonesian public's digital literacy and understanding still need improvement. For e-commerce businesses, adhering to personal data protection regulations should not be viewed as a burden, but as a long-term investment. (Wiraguna & others, 2025)

Thus, the issue of unsolicited goods in COD transactions is a complex matter, as it involves consumer data security, legal, social, and economic considerations. Consequently, there is a need for protective measures by the government and the e-commerce sector to safeguard the public and consumers, strengthen personal data security, and improve digital literacy, so that neither consumers nor delivery providers incur further losses.

The practice of sending unsolicited goods in fraudulent COD transactions exploits system vulnerabilities and consumer ignorance; the lack of order verification makes it easy for scammers to send counterfeit goods to consumers' addresses, using data obtained from previous transaction records. On the other hand, couriers are also exploited as a means of psychological pressure, as consumers are reluctant to refuse packages that have already been delivered and bear their names. (Rahmawati, 2023)

Consumers and businesses must agree on the applicable rules before initiating a transaction to provide legal protection for consumers against package delivery fraud and to help e-commerce providers and business owners avoid violations that compromise consumer safety. Consumers have the right to refuse packages they did not order and are under no obligation to pay; business operators proven to engage in such practices may be held liable or required to pay compensation in accordance with consumer protection laws. Digital platforms may also be held accountable for failing to ensure the security of transactions. Therefore, it is necessary to strengthen order-security verification systems, monitor sellers, and educate the public to ensure they understand their rights when conducting electronic transactions. (Ente, 2025)

Educating consumers is crucial to preventing unsolicited goods in COD transactions. Many consumers still do not realize that they actually have the right to refuse items they did not order. Therefore, improving digital literacy is necessary so that the public better understands their rights and obligations when conducting online transactions. This is because many cases arise from the leakage or misuse of consumer data. With proper education, consumers will be less likely to be deceived, more cautious when shopping, and more willing to file complaints if they are wronged. Additionally, education helps consumers understand the complaint features available on e-commerce platforms. (Na'afi & Agustina, 2025)

Strengthening regulations and oversight of platforms is essential because the pace of e-commerce development often outstrips the pace of legal frameworks. Currently, regulations such as the Consumer Protection Act and the ITE Law exist, but they do not specifically address the practice of unsolicited goods, allowing many irresponsible businesses to exploit loopholes in existing regulations. The government needs to establish clear regulations, particularly regarding COD transactions and the misuse of consumers' personal data. Additionally, platforms like TikTok Shop must be subject to stricter oversight, for example, by tightening seller verification and monitoring suspicious transaction activities. (Fista et al., 2023).

Responsibilities of the Platform, Sellers, and Couriers, and the Importance of Personal Data Protection

In cases involving unsolicited goods in COD transactions, businesses must be held accountable to consumers. This responsibility does not rest solely with the fraudulent store; the TikTok Shop or Tokopedia platforms are also responsible, as they provide the sales platform from the outset and are bound as transaction facilitators. This liability is inherent to the platform for all stores within it and cannot be simply dismissed. It is an absolute liability without the need to prove fault, so businesses are obligated to compensate consumers even if no intent is proven. This principle arises from the evolution of consumer protection law, which prioritizes consumer protection. Since TikTok Shop or Tokopedia oversees all transactions and sellers on their platforms, they are responsible for consumer losses resulting from sellers' actions.(Rasyid et al., 2024)

The role of a courier can be confusing, but couriers are only responsible for the physical delivery of goods and ensuring that the contents of the package arrive safely. Therefore, couriers are merely intermediaries representing the logistics company and perform their duties in accordance with the instructions or standard operating procedures (SOP) of the shipping company and the seller. If an incident involving the courier occurs, such as non-payment by the customer or liability, the seller is obligated to compensate for the loss. However, in practice, couriers are often blamed and face threats of violence from customers. (Magviro & Amali, 2023)

Furthermore, Article 1708 of the Civil Code stipulates that the courier is not liable for any damage to or discrepancies in the ordered goods, except in cases of negligence or carelessness on the part of the courier. This article also explains that the courier is not required to compensate if the goods are damaged or even destroyed upon arrival in the buyer's hands. Furthermore, the courier is not liable for fraudulent or fictitious packages, as the courier acts solely as an intermediary in delivering the package; however, the courier will assist the consumer in obtaining a refund for the goods. Additionally, in cases where the courier acts on behalf of the Company in exercising its authority. Article 1803 of the Civil Code reaffirms that the liability for remains with the Company. Article 1809 of the Civil Code further clarifies that the seller, as the party granting authority in this matter, must compensate for any losses incurred during the exercise of that authority by the courier acting as the authorized agent.

Validity of COD Transactions in Islamic Commercial Law

The practice of Unsolicited Goods in COD transactions on TikTok Shop is considered invalid under fiqh muamalah because it does not meet the pillars and conditions of a valid sale and purchase. This transaction contains *gharar* (uncertainty) regarding the goods being traded, falling under *gharar mutawasit* (moderate uncertainty), as the buyer does not know the exact specifications of the goods to be received.

From an Islamic legal perspective, this practice is also not justifiable because it contradicts the fundamental principles of muamalah. In Islam, transactions must be based on the voluntary consent of both parties (*taradhi*), honesty (*shidq*), and clarity of the contract. The practice of shipping goods without an order involves gharar and *tadlis* (fraud) because it can cause harm to one party; this is explained in the Qur'an, Surah An-Nisa, verse 29:

يَا أَيُّهَا الَّذِينَ آمَنُوا لَا تَأْكُلُوا أَمْوَالَكُمْ بَيْنَكُمْ بِالْبَاطِلِ إِلَّا أَنْ تَكُونَ تِجَارَةً عَنْ تَرَاضٍ مِنْكُمْ ۚ وَلَا تَقْتُلُوا أَنْفُسَكُمْ ۚ إِنَّ اللَّهَ كَانَ بِكُمْ رَحِيمًا

Meaning: "O believers! Do not devour one another's wealth illegally, but rather trade by mutual consent. And do not kill ˹each other or˺ yourselves. Surely Allah is ever Merciful to you."

The verse above indicates that such property must not be obtained through unlawful means, as this transaction involves uncertainty and harms fellow members of society. If a person receives a package they never ordered and the courier demands payment of a confirmed amount, this violates the principles of Islamic law. Furthermore, in Islamic commercial jurisprudence (*fiqh al-muamalah*), this issue may involve *gharar* (uncertainty) and *tadlis* (deception). Since there was uncertainty regarding the goods from the outset and no request from the consumer, the recipient was unaware that a package existed. Therefore, this transaction is invalid if the consumer proceeds to pay for the package.

Every transaction that has taken place must be clear: there must be an agreement between the seller and the buyer, and no element of coercion or fraud. In the case of the delivery of goods without an order, there is no valid contract because the recipient never consented to the transaction; thus, the transaction is deemed "*gharar*" (uncertainty) and "*tadlis*" (fraud). This action also contradicts Islamic legal principles because it violates Islamic law by lacking the principle of honesty, which is highly cherished in Islam. Since it is akin to creating a fraudulent transaction that can harm others, and the impact affects not only individuals but can also undermine trust in the buying and selling system, in Islam, if someone receives goods without having ordered them, they are not obligated to pay because there is no binding contract (Sabillah et al., 2025)

In the practice of unsolicited goods in COD transactions on TikTok Shop, there is a *akad fudhuli* contract under Islamic law, a contract entered into without the permission or authorization of the entitled party. In this case, the seller or the party sending the goods to the consumer does so without any prior request or consent. This indicates that the elements of ijab and qabul, the primary requirements for the validity of a contract in Islam, are absent.

In the theory of the *akad fudhuli*, this contract generally has the status of being "*mauquf*" (suspended); it is not immediately valid or binding until the parties give their consent. In this case, if the consumer agrees and accepts the goods, the contract becomes valid retroactively; however, if the consumer refuses because they never intended to place an order, the contract becomes void and has no legal effect whatsoever; therefore, the consumer's position entirely determines the validity of the contract, as there was no consent underlying the transaction from the outset. (Ahmad et al., 2026)

In Islamic commercial law (*fiqh al-muamalah*), a transaction is considered valid if it is based on the principle of consent (*ridha*) from both parties. When goods are shipped without the consumer's consent, the element of consent is absent. Consequently, the contract is fundamentally invalid and non-binding on the consumer. The principle of *Ridha* (consent) is the main foundation of Islamic commercial law, as reflected in the rule "*al-ashlu fi al-mu'amalat al-Ridha*" (in principle, every transaction must be based on the consent of the parties). Without clear consent from the consumer, the transaction contains an element of coercion that is fundamentally contrary to the principle of justice in Islam.

If there is an error with the goods or services received, the buyer has the right to cancel the order, as stipulated in Government Regulation No. 80 of 2019 on Electronic Commerce. Article 69, paragraph 2, stipulates that the buyer has the right to exchange or cancel the purchase if there is a discrepancy or error between the goods or services received and those promised. Additionally, Article 69, paragraphs 3 and 4, stipulate that the seller may be required to cover shipping costs if the error is attributable to the seller. (Himmah & Karim, 2025).

Discussions

Based on the research findings, the practice of unsolicited goods in COD transactions conflicts with consumer protection theories and the principles established in the parties' agreement. However, in this practice, since consumers never consented to the package being sent, they have the right to refuse it.

Under consumer protection theory, a transaction is considered valid if there is an agreement between the business and the consumer. In practice, however, the delivery of goods without an order that the consumer never placed is deemed invalid under transaction law, and since there is no legally binding agreement, the consumer is not obligated to pay for the order.

Consumer data protection is crucial, given that almost everyone now uses the internet and social media. Data such as full names, home addresses, and phone numbers are often collected by online shopping apps like TikTok Shop. Initially, this data is used for promotions or order fulfillment, but the risks are significant if it is leaked. There is now a surge in fraud cases involving consumers' names and addresses, such as the shipment of goods without an order, which can damage a company's reputation and even lead to legal action. Consumer personal data must be protected, as it is a critical component that, if misused, can cause harm to both consumers and the company. (Wiryawan, 2021)

Consumers have rights and obligations regarding information about the orders they receive. However, with unsolicited goods, consumers are not given the right to inspect the items first; as a result, they often find themselves in a difficult position. Couriers frequently ask consumers to pay for items they did not order; many consumers feel uncomfortable confronting the courier and instead choose to pay. This situation creates pressure that is fundamentally at odds with the principle of fairness in consumer protection law.

Consumer protection laws are closely tied to issues involving unsolicited goods, which can be highly detrimental to consumers, as they are often required to pay for packages that have already been delivered. However, if the courier is aware of this situation, they will typically confirm the order in advance via WhatsApp or in person to ensure the package matches the customer's order. The courier will then assist in returning the item to prevent losses for both parties. The provisions on consumer protection regarding compensation and refunds are set out in Article 19, Paragraph 1 of the Consumer Protection Law. (Afanggi & Hidayah, 2024)

E-commerce platforms such as TikTok Shop are responsible for conducting verification prior to shipment in accordance with Government Regulation No. 80 of 2019 on Electronic Commerce (PMSE), Articles 13–15, which states that Article 13 requires business operators in the PMSE sector to provide clear, accurate, and complete information regarding the goods and or services being traded, including specifications, prices, availability, and condition of the goods. Article 15 requires business operators to fulfill their obligations under the agreement with consumers, including ensuring that goods are delivered as promised. Consequently, failure to fulfill these obligations results in consumer losses.

Conclusion

Based on the research conducted and my responses to the research questions in the subsection I discussed, it can be concluded that the practice of unsolicited goods or the delivery of unordered items in the COD system on TikTok Shop is a serious issue that harms many parties, particularly consumers. Consumers often find themselves in a difficult position when they receive a package they never ordered, especially if the courier has already requested payment. This situation is confusing and can lead to financial losses for the consumer. From a legal perspective, this action clearly violates regulations because there was no agreement between the seller and the buyer from the outset. Additionally, this practice is linked to the misuse of personal data, which should be protected. From the perspective of Islamic law, such transactions are not permitted because they involve elements of fraud and ambiguity, and thus do not meet the requirements for validity due to the absence of mutual consent (taradhi) between the parties. Consequently, such transactions are deemed invalid and constitute prohibited acts because they harm the parties involved and contradict the values of honesty and justice in commercial dealings.

The recommendations and solutions presented in this study emphasize the importance of integrated collaboration among all parties. The government needs to strengthen specific regulations on COD transactions or eliminate the COD system altogether to prevent unsolicited goods and to enhance law enforcement so that perpetrators are punished. E-commerce platforms must improve data security systems, seller verification, and provide a confirmation mechanism before shipping goods. Logistics and courier companies also need to implement stricter verification procedures and not force consumers to pay for packages they did not order. On the other hand, consumers must improve their digital literacy to protect their personal data.

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