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## Legal Dynamics Against E-Commerce Couriers Who Commit Default on the COD System

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**Abstract:** The growth of e-commerce in Indonesia has given birth to new innovations, namely Cash On Delivery (COD) which is currently popular, but still causes various problems. This study aims to analyze the status of couriers as intermediaries between buyers and sellers in online transactions with the COD system, as well as their legal responsibilities when a default occurs. Using a normative legal research method, this study examines that couriers operate under the legal umbrella of Article 1800 of the Civil Code as parties exercising power on behalf of the shipping service company, which previously received power from the seller (Article 1792 of the Civil Code). The legal relationship between the seller and the courier is an agency relationship where the seller is the principal and the courier is the agent. COD transactions are considered valid based on Article 1458 of the Civil Code which requires an agreement on the object and price of the goods. This study reveals an inequality in legal protection for couriers, as seen in the viral case of a courier who was fined IDR 500,000 for the issue of IDR 700 change, even though he had shown good faith by trying to return the remaining money.

**Keyword:** Legal Dynamics, Courier, Cash On Delivery (COD).

### INTRODUCTION

In this global era like this, the internet is used as a very simple and fast medium to deliver information to a wide audience. The internet is a technological development that can change the state of local and even global businesses. With this development, buying and selling transactions do not need to have to fight against time just to choose products, but now we can shop just by using our mobile phones and choosing products in the online shopping application and the products are delivered by the courier on duty (Faculty et al., 2024).

The Internet, which stands for interconnected network, serves as a link between networks at the local and global levels. Its presence has transformed various conventional activities into more efficient and affordable. In Indonesia, technological advances have also encouraged changes in people's consumption patterns. However, the limitation of legal literacy risks giving rise to behavior that tends to be exploitative (Zulham, 2022).

Electronic commerce transactions are a form of buying and selling activities carried out between sellers and buyers by utilizing electronic media as the main means of exchanging goods, services, and transferring rights. The main characteristic of this type of transaction is the use of digital technology as a means of communication, thus allowing the contract to occur without the need for the physical presence of the parties involved. This reflects the efficient and flexible nature of e-commerce, which has emerged as a direct consequence of the rapid advances in the field of information and communication technology. Therefore, e-commerce not only represents a transformation in conventional trading practices, but also marks a paradigm shift in the digital-based modern commercial transaction system (Aqsa Fahmiranda Darmawan Lubis & Sulistio Adiwinarto, 2024).

The COD system can be referred to as a business method, where the company will deliver the goods to the buyer and take the money rather than payment for the goods at the time the goods are handed over to the customer (Pardede & Sujanto, 2022). Buying and selling transactions using the COD system are declared valid according to the provisions of Article 1458 of the Civil Code, which states that "a sale and purchase agreement is considered to have occurred at the time of agreement between the parties regarding the object and price of goods". However, in practice, the COD system in Indonesia still raises various legal problems, such as in the following cases:

A viral video on social media shows a buyer scolding the COD service courier and reporting it to the expedition, which then imposed a fine of Rp500,000 on the courier, related to a transaction worth Rp21,300. The incident began when the courier delivered a package with the nominal amount, and received a payment of Rp50,000 from the buyer's husband. Due to the limited amount of small money, the courier gave Rp28,000 change, which was received without protest. However, then the buyer's wife contacted the courier via WhatsApp to raise the issue of the lack of Rp700 in change. Here's a screenshot of the conversation that took place in the app:

<b>Pembeli</b>	18.22 WIB	"Lain kali yang bener mas nyebut nominalnya, bukan masalah rugi uang segitu, cuma seenggaknya jujur ya mas, gapapa saya ikhlas jangan di ulang"
<b>Kurir</b>	18.22 WIB	"Saya bilang 22 kak"
<b>Kurir</b>	18.22 WIB	"Emang saya bilangnya berapa ke si masnya?"
<b>Kurir</b>	18.22 WIB	"Saya kembalikan jd 28 tadi"
<b>Kurir</b>	18.22 WIB	"Uangnya td 50 kan ?"
<b>Kurir</b>	18.23 WIB	<b>"Kurir menelfon Pembeli namum Pembeli tidak menjawab panggilan telfon tersebut"</b>
<b>Kurir</b>	18.23 WIB	"Uangnya 50 kan tadi kak?"
<b>Kurir</b>	18.24 WIB	"Saya ga ada kak kembalian 700 perak nya, yaudah kak sebentar saya cari 700 perak nya lagi, saya anter ya."
<b>Pembeli</b>	18.24 WIB	"Ga perlu makasih"
<b>Pembeli</b>	18.24 WIB	"Cuma ngingetin aja kok"
<b>Pembeli</b>	18.24 WIB	"Tenang aja"
<b>Kurir</b>	18.25 WIB	<b>"Kurir kemudian kembali ke rumah pelanggan untuk mengembalikan sisa uang tersebut."</b>

Before the courier had time to meet the buyer to resolve the question, the buyer had first reported the incident to the expedition. This report led to the sanction of a fine of Rp500,000 to the courier, accompanied by the threat of termination if the fine was not paid immediately.

The payment system in Indonesia is regulated in Bank Indonesia Regulation No. 22/23/PBI/2020, which defines a payment system as an order that includes rules, institutions, mechanisms, infrastructure, and access to sources of funds to facilitate the transfer of funds in the context of settling economic obligations. The main goal is to create a fast, efficient, affordable, secure payment system, and expand consumer inclusion and protection (Armiani, 2022).

The legal relationship between the seller and the courier in a COD transaction is an agency relationship, where the seller acts as the principal who gives the power of attorney, while the courier acts as an agent who carries out legal acts on behalf of the principal. In its implementation, the principle of good faith must be upheld by the parties; The seller is obliged to deliver the goods according to the agreement, and the buyer is obliged to make payment when the goods are received.

In the trading mechanism with the Cash on Delivery (COD) payment method, the parties involved are required to act in good faith. The seller is obliged to deliver the goods in accordance with the original agreement, both in terms of type, quantity, and quality, while the buyer has the responsibility to make payment at the time the goods are received at the destination. The principle of mutual trust and compliance with commitments is the main foundation so that transactions with the COD system can run fairly and in accordance with the expectations of both parties. (Koto & Asmadi, 2021) One party cannot execute the agreement without the consent of the other party if it would violate the default rights of the other jurisdiction (Rusydi, 2023).

In general, a courier is a third party that provides delivery services in a sale and purchase agreement between the seller and the buyer. In the COD system, the courier's function increases as a payee on behalf of the seller. Based on this, the courier has two main functions:

### **As a Carrier**

In its capacity as a logistics service provider, couriers are within the scope of civil law regulations that regulate transportation services. This provision is explicitly regulated in Article 1601 of the Civil Code (KUHPPerda), which defines a transportation agreement as a form of engagement in which one of the parties, namely the transportation operator, promises to carry out the activity of moving goods from one location to another by receiving compensation for the service.

### **As a Seller's Representative in Receipt of Payment**

In the COD system, a courier can be considered a power of attorney of the seller (agent), who is authorized to receive money from the buyer. This refers to Article 1792 of the Civil Code, which states that the granting of power of attorney is an agreement in which a person gives power to another person, who receives it, for and on his behalf to conduct a business.

However, it should be emphasized that the status of the courier is not as a party to the sale and purchase agreement, but only as an executor of the delivery and/or receipt of payment. Therefore, the courier cannot be held responsible for the quality of the goods or the default in the transaction between the seller and the buyer, unless there is negligence or violation of the delivery service standards.

Based on the explanation above, this paper aims to examine the role of couriers as intermediaries between buyers and sellers in transactions on online store platforms, with a special focus on the Cash on Delivery (COD) payment mechanism.

## METHOD

The researcher in this study applies a normative juridical research method, which is a legal research based on the analysis of secondary legal materials. This research focuses on a literature review that includes laws and regulations, legal literature, and relevant official documents. This method serves to analyze and understand the applicable positive legal norms, both in the form of laws and other regulations, with the aim of obtaining a comprehensive understanding of the legal issues being studied. This approach method takes a law-based approach (Statue Approach) which places the importance of normative consistency and legal principles in responding to the problem read, by placing law as a structured and logical normative system (Syahmi & Nasution, 2024).

## RESULTS AND DISCUSSION

### The Position of Couriers in a Digital-Based Work System

In trade activities, both conventionally and through online media, there is a fundamental similarity in the form of the existence of at least one binding agreement between the parties involved in it. This agreement is the legal basis that formalizes the relationship between the transaction actors. However, there are significant structural differences between the two forms of buying and selling, especially in terms of the composition of the parties involved. In conventional buying and selling practices, transactions generally involve only two entities, namely the seller and the buyer, who directly interact and agree on the object of buying and selling. On the other hand, in an online buying and selling system, there is the involvement of a third party who acts as a facilitator or intermediary, who actively participates in the sales and purchase agreement process between the seller and the buyer.

Based on the contractual agreement between the seller and the shipping company, it can be concluded that the shipping company performs its function as a power of attorney provided by the seller, especially in the context of the implementation of the delivery of goods to the buyer. This role is in line with the provisions contained in Article 1792 of the Civil Code (KUHPercivil), which regulates the granting of power, which is an agreement in which a person authorizes another party to act on his behalf. In this case, the shipping company acts not of its own volition, but as an extension of the seller in fulfilling the obligation to deliver goods to the buyer. Thus, the position of shipping companies in the distribution chain is not just as a logistics service provider, but as a legal subject that obtains legitimacy from a valid power of attorney agreement according to civil law.

Based on Article 1800 of the Civil Code, a courier can be defined as an executing party who acts on behalf of a shipping company that has previously received a power of attorney from the seller. In this case, the courier acts as the executor of the power of attorney given to the shipping company to carry out the transportation obligations. Furthermore, according to article 1803 of the Civil Code, the delivery service company is fully responsible for all actions taken by the courier in the context of the implementation of the power. Thus, the legal responsibility remains attached to the company as the main beneficiary of the seller's power of attorney.

From the perspective of laws and regulations in the field of employment, the recognition of the existence of an employment relationship does not necessarily indicate that any relationship between a worker and an employer can be qualified as an employment relationship in the legal sense. It is important to note that the existence of an employment relationship must meet the elements as stipulated in labor regulations, including the existence of work, wages, and orders. Therefore, not all relationships between workers and employers automatically meet these criteria (Latri et al., 2024).

Based on the Regulation of the Minister of Communication and Information Technology Number 5 of 2021 concerning the Implementation of Posts, courier companies are obliged to ensure the safety and accuracy of the delivery of goods. If the courier fails to deliver the goods

or loses COD funds due to negligence, then he can be held liable on the basis of default in the delivery service. However, in the case of a defective buying and selling transaction, the courier has no substantive responsibility because it is not the party selling the goods.

Law Number 8 of 1999 concerning Consumer Protection (UUPK) provides legal protection for consumers against harmful trade practices. In the context of COD, in the event of a mismatch of goods or fraud, consumers can demand liability to the business actor (seller), not to the courier, unless the courier is proven to have committed an act beyond his authority.

Article 19 of the Consumer Protection Law (UUPK) stipulates that every business actor has legal responsibility for losses suffered by consumers as a result of the use of the goods and/or services provided. This provision affirms the principle of strict liability imposed on business actors for products consumed to the public. However, the position of courier or logistics service provider in this context is not necessarily categorized as a business actor as referred to in these provisions. Couriers can only be included in the definition of business actors if they participate directly in transaction activities, such as selling goods or profiting from the distribution of these goods. Thus, as long as the courier only performs the function of transportation and has no direct involvement in the buying and selling process between the seller and the buyer, then they cannot be burdened with liability for losses arising from defects or damage to the goods delivered.

In the Indonesian legal system, in general, if the consumer has been harmed, then when the consumer files a lawsuit, the consumer has the right to prove the existence of an element of fault. Based on the principle in the law in Indonesia as stated that the plaintiff must prove it (Aqil et al., 2022).

Cash payments on delivery show a direct negative effect on purchase intent, but moderate the effect of hedonic value on only the same variable. Hedonic value has more to do with emotional benefits than functional benefits when making online purchases (Hamed & El-Deeb, 2020).

In the COD system in Indonesia, the courier has a legal status as an intermediary, namely as a carrier of goods and a payee based on the power of attorney of the seller. The courier is not a party to the sale and purchase agreement between the seller and the buyer, so is not responsible for the contents or condition of the goods, unless there is negligence in the delivery or receipt of payment.

This position puts the courier in a position that must be careful and professional in carrying out his duties, considering that he holds an important function as a liaison between the parties to the transaction, as well as as a payee who must account for the funds to the rightful owners.

## **Default**

Bilateral contracts are juridical instruments that become the foundation of legal relations, creating a complexity of rights and obligations that bind the participating entities. Based on the legal provisions contained in Article 1338 paragraph (1) of the Civil Code, a contractual agreement that has met the requirements of legal validity has a normative binding force equivalent to formal legislation for the parties who formulate and approve it in the context of the legal relationship (Ummah, 2019).

According to the provisions of Article 1233 of the Civil Code (KUHPercivil), the basis for the formation of an alliance can come from two main sources, namely agreements and laws. An engagement is essentially a legal relationship that is within the scope of property law, which creates rights and obligations between the parties involved. In this relationship, one party is authorized to demand the performance of an achievement, while the other party is obliged to fulfill the achievement. The form of achievement in question can be in the form of handing over an object, carrying out a certain act, or conversely, a passive attitude not to do a certain action. All forms of achievement are subject to the provisions of applicable law, so that the engagement



is not only morally binding, but also has coercive power in the realm of positive law (Prayogo, 2016).

An engagement is a form of legal relationship between two parties, where one party has the right to demand achievements from the other party. This view reflects a balance between rights and obligations. In the context of property law, an agreement is understood as an obligatory relationship between creditors and debtors, which emphasizes that the rights of one party are always balanced with the obligations of the other party (Stuart & Scott, 2019).

However, along with the development of the business world and the increasing complexity of people's needs, it is not uncommon for legal problems to arise related to the implementation of an agreement, especially an agreement that originates from an agreement. These problems generally arise due to differences in interpretation of the content of the agreement, negligence in fulfilling achievements, or violations of the provisions that have been agreed upon by the parties. This shows that the dynamics of the relationship of the alliance demand legal certainty and a deep understanding of the legal principles of the agreement (Al Fatih, 2020).

Agreements whose regulations are explicitly stated in laws and regulations are referred to as named agreements, which include, among others, sale and purchase, exchange, and lease. Among these types, lease-to-rent agreements are a form of engagement that has been known for a long time and is widely applied in community practices. This reflects the high relevance and significance of the agreement in supporting civil law relations (Pohan & Hidayani, 2020).

### **Cash On Delivery (COD)**

Cash on Delivery (COD) is a payment method where consumers make payments after the goods are received at a predetermined location. This scheme contributes significantly to the growth of e-commerce globally, especially in increasing consumer confidence in online transactions. Cash on Delivery is a term used to describe goods that are paid for at the time of delivery. This is different from the usual pre-payment procedure where the goods are purchased and then shipped then Receive the goods instantly, instead of waiting days or weeks for arrival, allowing the shipper to receive instant payments instead of waiting for credit payments, providing an opportunity for the Customer to review and audit the product before making payment to the delivery driver, thereby reducing customer returns and friction in the future future can be identified as the main advantages of the COD method (Karunarathna, 2020).

Electronic buying and selling transactions are an effective activity, but they also contain the risk of adverse actions to the parties involved. Therefore, it is necessary to supervise and coach from the government on electronic commerce (Prastyanti & Rusdiana, 2023). Consumers who use the COD payment system when buying goods in e-commerce should have enough money to pay for the package when the goods arrive at their homes or pre-agreed locations. In addition, there are violations of the principles of civil law such as the principle of pacta sunt servanda (agreement must be fulfilled). Consumers are considered to have violated the provisions of COD if they agree to pay with COD but do not do so when the goods arrive at the home (Restructuring, 2024).

Juridically, the COD system has not been specifically regulated in laws and regulations in Indonesia. However, this mechanism can be analyzed through a civil law and consumer protection approach. In the context of civil law, the COD system is a form of sale and purchase agreement as stipulated in the Civil Code (KUHPPerdata) Article 1457, which defines sale and purchase as an agreement in which the seller binds himself to deliver an item, and the buyer to pay the agreed price. In the COD system, payment is a condition that is suspended until the delivery of goods is made.

The benefits of the COD system include:

1. Providing a sense of security to consumers who are worried about fraud in online transactions.

2. Increase consumer trust in online business actors.
3. Reach consumers in areas that do not have banking access.

However, these systems also have risks, including:

1. The high rate of unilateral cancellations by consumers when goods arrive.
2. Security risks for couriers who carry goods as well as cash.
3. The expected inconsistency of the goods received with the description displayed.

These risks can disrupt the smooth running of logistics operations and cause losses both financially and reputationally for sellers.

In terms of consumer protection, Law Number 8 of 1999 concerning Consumer Protection gives consumers the right to obtain true, clear, and honest information about the condition and warranty of goods or services. Therefore, business actors are obliged to convey accurate product descriptions in online offers, as well as guarantee that the goods sent are in accordance with the information provided.

In facing the challenges of the COD system, more specific regulations are needed regarding the responsibilities of each party involved: sellers, buyers, and delivery services. In addition, there needs to be education to consumers about the rights and obligations in the COD system, as well as the importance of being responsible in making transactions. E-commerce platform providers also play an important role in building a transparent and secure system, for example through rating mechanisms, reviews, or internal mediation in the event of disputes.

The COD system is a relevant payment innovation in the digital trade ecosystem in Indonesia, especially in reaching consumers who have not fully switched to the digital financial system. While it offers a number of advantages, it also contains risks that need to be addressed with a proper legal and managerial approach. It is necessary to strengthen regulations and supervise practices in the field so that the COD system can function fairly and efficiently for all parties.

## CONCLUSION

In Indonesia, a new innovation in the transaction process has been developed, this innovation is commonly called Cash On Delivery (COD) which is now popular so that many people use it, but this innovation still has shortcomings so that it can cause legal problems. In accordance with Article 1800 of the Civil Code "Courier is a party who exercises power of attorney on behalf of a delivery service company". Article 1792 of the Civil Code "Delivery service companies act as the beneficiaries of the seller's power of attorney to deliver goods". Article 1803 of the Civil Code "Delivery service companies are fully responsible for the actions of the courier in the exercise of the power".

The legal relationship between seller and courier is an agency relationship where the seller is the principal and the courier is the agent, COD transactions are considered valid based on article 1458 of the Civil Code where an agreement is considered to occur when there is an agreement on the object and price of goods. From the viral case about a courier who was fined Rp. 500,000 for the issue of Rp. 700 change, it shows inequality in legal protection for couriers, even though good faith has been done in an effort to return the rest of the money. The courier also did the wrong thing because he had defaulted on the buyer.

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