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Does Escrow Really Protect Consumers? An Islamic Law Critique of Marketplace Transactions in Indonesia

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Abstract: This article examines whether escrow (*rekening bersama*) genuinely protects consumers in Indonesian e-commerce, particularly in marketplace-based and off-platform social commerce transactions where fraud risks remain high. The study positions escrow not merely as a technical payment feature, but as a legally significant intermediary arrangement that structures duties, allocates liability, and enables evidentiary reliability and consumer remedies. Employing doctrinal legal research, the article operationally analyses statutes and implementing regulations related to electronic transactions, consumer protection, and electronic commerce (PMSE), while also providing a conceptual analysis of intermediary responsibility. Legal materials are systematically mapped to core escrow safeguards, including conditional fund release, verification, record integrity, and dispute handling, followed by interpretive analysis to identify regulatory gaps. The findings demonstrate that Indonesian law implicitly recognises escrow functions but lacks explicit governance standards, resulting in accountability and enforcement flaws. To address this, the article proposes a doctrinal–institutional escrow governance framework that outlines minimum operational safeguards, allocates responsibility for key failure scenarios, and provides implementation tools in the form of a safeguards checklist and liability map. An Islamic law critique, grounded in the principles of *amanah* and *gharār* reduction, further evaluates the fairness and risk containment of escrow practices. The study contributes a legally operational framework to strengthen ex ante consumer protection, enhance institutional trust, and guide regulatory standard-setting and platform compliance.
Keywords: Escrow; cyber security; consumer protection.

Abstrak: Artikel ini mengkaji apakah rekening Bersama (*escrow*) benar-benar mampu melindungi konsumen dalam ekosistem e-commerce Indonesia, khususnya pada transaksi berbasis marketplace dan social commerce di luar platform yang rentan terhadap penipuan. Penelitian ini menempatkan escrow bukan sekadar sebagai fitur teknis pembayaran, melainkan sebagai relasi perantara yang memiliki signifikansi hukum dalam pembentukan kewajiban, alokasi tanggung jawab, pembuktian elektronik, dan pemulihan konsumen. Dengan metode penelitian hukum doktrinal, artikel ini secara operasional menganalisis peraturan perundang-undangan terkait transaksi elektronik, perlindungan konsumen, dan PMSE melalui pendekatan peraturan dan konseptual. Bahan hukum dipetakan ke dalam fungsi pengamanan inti escrowpelepasan dana bersyarat, verifikasi, integritas catatan transaksi, dan penanganan sengketauntuk mengidentifikasi celah normatif dan kelemahan tata kelola. Hasil penelitian menunjukkan bahwa hukum Indonesia telah mengakui escrow secara implisit, namun belum menyediakan standar tata kelola yang eksplisit dan dapat ditegakkan, sehingga memunculkan ketidakpastian tanggung jawab. Artikel ini menawarkan kerangka tata kelola escrow doktrinal–institusional yang memuat pengamanan minimum, peta alokasi tanggung jawab pada skenario kegagalan utama, serta instrumen aplikatif berupa daftar periksa kepatuhan. Analisis hukum Islam melalui prinsip amanah dan pengurangan *gharār* memperkuat evaluasi keadilan dan pengendalian risiko escrow sebagai mekanisme perlindungan konsumen preventif.
Kata Kunci: Escrow, keamanan siber, perlindungan konsumen.

Introduction

Indonesia's digital commerce ecosystem has expanded rapidly. Yet, fraud and trust deficits continue to be a legal challenge, particularly in consumer-to-consumer (C2C) transactions that take place outside regulated marketplace platforms (e.g., via social media and instant messaging).[1] In these situations, parties transact at a distance, goods cannot be inspected before payment, seller identity is challenging to verify,[2] and remedies are often pursued only after losses have occurred.[3] The legal problem is therefore not simply

[1] Ramona Ramli, "Fuzzy-Based Trust Model to Evaluate Customer Trust towards Online SNSs Sellers," *Türk Bilgisayar ve Matematik Eğitimi Dergisi* 12, no. 3 (April 2021): 1930–35, https://doi.org/10.17762/turcomat.v12i3.1025.

[2] Rizky Karo Karo and A. J. Sebastian, "Juridical Analysis on the Criminal Act of Online Shop Fraud in Indonesia," *Lentera Hukum* 6, no. 1 (April 2019): 1–1, https://doi.org/10.19184/ejlh.v6i1.9567.

[3] Abdul Halim Barkatullah, "Hukum Transaksi Elektronik Di Indonesia," January 2017.

"cybercrime" in the abstract, but how to design *ex ante* transactional safeguards that prevent loss and stabilise confidence in everyday e-commerce.[4]

Within this risk landscape, escrow (*rekening bersama/rekber*) is widely used as a transaction-security mechanism.[5] Escrow places the buyer's funds with a neutral third party and releases payment only after contractual performance (delivery/acceptance) is verified.[6] As a mechanism, escrow is a method based on private-law logic—encompassing conditional payment, contractual allocation of risk, and evidentiary records — while also intersecting with public regulation on electronic transactions, platform responsibilities, and consumer protection. This dual character makes escrow an excellent object for doctrinal analysis: the exact mechanism is experienced as a "feature" by users, but it functions legally as an intermediary relationship that shapes responsibilities, liability, and remedies.[7]

This framing clarifies the relationship between escrow governance and criminal law. Online fraud may trigger criminal provisions, but criminal enforcement is typically reactive, case-based, and serves as a last resort.[8] In contrast, escrow is designed as an *ex ante* governance tool: it reduces information asymmetry, constrains opportunism through conditional payment, and generates a traceable transaction record that can support private dispute resolution and, if necessary, later enforcement. In practice, the more escrow can be managed through clear standards (such as verification, conditional release, complaint handling, and record-keeping), the less reliance

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4 Valéri Natanelov et al., "Blockchain Smart Contracts for Supply Chain Finance: Mapping the Innovation Potential in Australia-China Beef Supply Chains," *Journal of Industrial Information Integration* 30 (August 2022): 100389–100389, https://doi.org/10.1016/j.jii.2022.100389.

5 Amir Kafshdar Goharshady, "Irrationality, Extortion, or Trusted Third-Parties: Barriers to Buying Physical Goods Securely on the Blockchain," *HAL (Le Centre Pour La Communication Scientifique Directe)*, August 2021, https://hal.archives-ouvertes.fr/hal-03322546.

6 Fabrizio Genovese, Fosco Loregiàn, and Daniele Palombi, "Escrows Are Optics," *arXiv (Cornell University)*, ahead of print, February 2022, https://doi.org/10.48550/arxiv.2105.10028.

7 Оксана Нестеренко and Vitalii O. Ponomarenko, "Marketing Strategies for Promoting Escrow Services in the Financial Market," *Business Inform* 1, no. 564 (January 2025): 486–96, https://doi.org/10.32983/2222-4459-2025-1-486-496.

8 Hamidah Abdurrachman et al., "Application of Ultimum Remedium Principles in Progressive Law Perspective," *International Journal of Criminology and Sociology* 10 (May 2021): 1012–22, https://doi.org/10.6000/1929-4409.2021.10.119.

is placed on criminal law as the primary response to routine transactional failures.[9]

Recent scholarship increasingly analyses escrow and buyer-protection programs as components of platform governance and institution-based trust infrastructures, rather than as purely psychological "trust" perceptions. Buyer-protection mechanisms (including escrow and money-back guarantees) interact strategically with online reputation systems. They can reshape market competition and seller incentives, suggesting that governance design is not neutral and may produce uneven effects across different types of sellers.[10] Related work conceptualises escrow as one of several institutional structures that platforms deploy to generate institutional trust, alongside feedback and certification mechanisms.[11] Studies of cross-border e-commerce likewise highlight how governance mechanisms (normative, supervisory, and reward–punishment systems) influence trust by reducing perceived risk, and how institutional distance moderates their effectiveness.[12]

However, the dominant lenses often used in escrow-adoption studies, Trust Theory and the Technology Acceptance Model (TAM), are frequently applied descriptively and at the individual-user level, limiting their explanatory power for Indonesia's off-platform social commerce environment, where the institutional and legal scaffolding is precisely what is lacking. Despite the weak financial precautions against fraud, empirical research suggests that Indonesian consumers continue to buy from social media stores. Additionally, perceived behavioural control and perceived transaction security are found to influence their trust in this context.[13] Broader social commerce evidence also shows that trust determinants are multi-dimensional (e.g., trust in sellers

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9 Filippo Andrei and Giuseppe Veltri, "Signalling Strategies and Opportunistic Behaviour: Insights from Dark-Net Markets," *PLoS ONE* 20, no. 3 (March 2025), https://doi.org/10.1371/journal.pone.0319794.

10 Nan Li, Fan Li, and Chengjun Liu, "Do Buyer Protection Mechanisms Help Sellers? A Model of Seller Competition in the Presence of Online Reputation Systems," *Advanced Engineering Informatics* 59 (2024), https://doi.org/10.1016/j.aei.2023.102327.

11 Hawazen Alamoudi et al., "With Great Power Comes Great Responsibilities – Examining Platform-Based Mechanisms and Institutional Trust in Rideshare Services," *Journal of Retailing and Consumer Services* 73 (2023), https://doi.org/10.1016/j.jretconser.2023.103341.

12 Yulu Sun and Qixing Qu, "Platform Governance, Institutional Distance, and Seller Trust in Cross-Border E-Commerce," *Behavioral Sciences* 15, no. 2 (2025): 183, https://doi.org/10.3390/bs15020183.

13 Agung Y. Sembada and Kian Yeik Koay, "How Perceived Behavioral Control Affects Trust to Purchase in Social Media Stores," *Journal of Business Research* 130 (2021): 574–82, https://doi.org/10.1016/j.jbusres.2019.09.028.

versus trust in products) and responsive to information symmetry, responsiveness, and review quality.[14] For cross-border social commerce, trust-transfer research further indicates that trust can be transferred from known sources to unfamiliar sellers/markets when particular mechanisms are present.[15] These insights are valuable, but they remain incomplete when they do not specify the legal and institutional conditions that make a given trust mechanism, such as escrow, legitimate, enforceable, and accountable.

Accordingly, the research gap is not merely that "few studies integrate theories", but that existing research streams are isolated. Normative thesis and legal-idealist premises. This article begins with a legal-institutional (legal-idealist) premise: law is not merely reactive to fraud, but can be designed to shape market expectations ex ante by assigning enforceable duties, standardised procedures, and predictable consequences to the "escrow holder" as a third party in a triadic relationship. In Pound's classic formulation, law operates as an instrument of social control through institutionalised standards; in the escrow context, that control is expressed through legally mandated segregation of funds, neutral stewardship, and structured release conditions that reduce opportunism and information asymmetries.[16]

This normative position also requires a responsibility thesis: when residual consumer loss is foreseeable and preventable through institutional design, liability and compliance duties should be allocated to the actor best positioned to avoid or reduce that loss at the lowest cost. Economic-legal scholarship on residual liability cautions against rules that impose the entire loss either on victims or individual wrongdoers when a governance intermediary can feasibly reduce the risk by design; instead, liability rules should be calibrated to incentivise the intermediary's prevention capacity.[17] According to this viewpoint, escrow must be assessed not only as "technology"

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[14] Madugoda Gunaratnege Senali et al., "Determinants of Trust and Purchase Intention in Social Commerce: Perceived Price Fairness and Trust Disposition as Moderators," *Electronic Commerce Research and Applications* 64 (2024), https://doi.org/10.1016/j.elerap.2024.101370.

[15] Wiyata et al., "Cross-Border Social Commerce: From A Trust Transfer Perspective," *Journal of Electronic Commerce Research* 23, no. 2 (2022): 115–37.

[16] Roscoe Pound, *Social Control Through Law* (New Brunswick: Transaction Publishers, 1997).

[17] Emanuela Carbonara, Alice Guerra, and Francesco Parisi, "Sharing Residual Liability: The Cheapest Cost Avoider Revisited," *The Journal of Legal Studies* 45, no. 1 (2016): 173, https://chicagounbound.uchicago.edu/jls/vol45/iss1/6.

but also as a legally constituted governance role whose duties and liabilities may be operationalised and enforced.

Information systems and marketing studies conceptualise escrow as a trust-building feature or governance mechanism, often without a doctrinal analysis of duty, liability, and operational standards. Conversely, doctrinal legal studies on Indonesian e-commerce and consumer protection frequently focus on statutory compliance and the criminalization of fraud, while treating escrow as a practical marketplace feature rather than a legal institution requiring conceptual clarification (e.g., the nature of the escrow-holder's duties, evidentiary thresholds for release of funds, dispute-handling obligations, and risk allocation where transactions occur outside licensed platforms). As a result, there is presently no integrated framework for evaluating how legal norms, implementation constraints, and platform governance influence escrow effectiveness in Indonesia's digital ecosystem.

This article fills a research gap by developing a doctrinal and theory-based analytical framework for escrow in Indonesian e-commerce, positioning escrow as a governance mechanism for preventing fraud and protecting consumers. The main contributions of this study include a doctrinal mapping of the interpretation of electronic transaction law and consumer protection in forming escrow relationships and allocating responsibilities, as well as refining the theoretical framework that places trust in the context of platform governance and institutional pressure, allowing Trust Theory and Technology Acceptance Model (TAM) to be used critically. Based on these objectives, this study examines the conceptualisation of escrow law in contractual arrangements, as well as the role of e-commerce intermediaries, identifies the minimum legal and institutional safeguards required to reduce risk and trust deficits, and explains how the institutional perspective complements technology adoption theory in understanding escrow as a preventive consumer protection mechanism.

This study employs a doctrinal legal research method, combining a regulatory and conceptual approach, to examine the norms, principles, and legal concepts governing the implementation of escrow in electronic transactions in Indonesia. Legal materials were collected through a literature review of official legal sources and relevant scientific literature, which were then identified, systematised, and analysed qualitatively. The doctrinal analysis

was operationalised by mapping the legal provisions related to the core functions of escrow, including conditional release of funds, verification and authorisation, allocation of responsibility, and consumer recovery, as well as the integrity and traceability of transaction records through systematic and teleological interpretation to identify normative conformities and gaps in the existing regulatory framework. The results of this mapping were tested for coherence using the doctrine of intermediary liability in legal literature and evaluated using the *maqāṣid al-sharīa* framework, particularly *ḥifẓ al-māl*, to assess the ability of escrow security to prevent property loss in common e-commerce risk scenarios.

The Legal Substance of the Escrow System in Indonesian Regulations

Analysis of the Indonesian legal framework shows that although the terms "escrow" or "joint account" are not explicitly defined in primary laws such as the ITE Law or the Consumer Protection Law (UUPK), escrow-type arrangements are already legally cognizable through a combination of general contract principles, the ITE Law's recognition of electronic contracts/evidence, and sectoral implementing rules on electronic commerce. However, this article takes an explicit normative position: implicit recognition alone is doctrinally under-specified and therefore inadequate as a governance regime. In the absence of an explicit doctrinal classification of the escrow holder and minimum operational standards (e.g., fund segregation, disclosure of release/return conditions, audit trails, and procedurally fair dispute handling), accountability and evidentiary reliability gaps predictably recur in practice.

As a result, the argument advanced here is not that Indonesian law is completely silent on escrow, but rather that Indonesian law implicitly recognises escrow while failing to regulate it adequately doctrinally; therefore, targeted regulatory intervention (or authoritative implementing standards) is normatively necessary to provide legal certainty and enforceable accountability for escrow-based transactions.

Article 1 (9) of Government Regulation No. 80 of 2019 defines an Organiser of Trade Through Electronic Systems (PPMSE) as the business actor that provides electronic communication facilities for trade transactions. Marketplace operators that facilitate escrow-like "joint account" features may

therefore qualify as PPMSE in their capacity as system organisers/platform operators. Doctrinally, the platform (a legal subject/business actor) must be distinguished from an Electronic Agent under the ITE Law, which is a technical instrument within an electronic system that performs automated actions.[18] In other words, it is more precise to state that the escrow workflow is executed by an electronic agent module (e.g., automated hold/release/return logic) operating inside the platform's electronic system. At the same time, the responsible legal subject remains the system organiser/service provider. This distinction matters for legal accountability: the "electronic agent" is the automated mechanism, not the institution that bears rights/obligations.

The principle of good faith, which serves as the legal foundation of agreements under Article 1338 of the Civil Code, is also emphasised in Article 4, letter (a) of PP 80/2019.[19] The escrow system is a technical manifestation of this principle of good faith, where the system is designed to ensure that both parties fulfil their obligations before their rights are executed. This creates an institutionalised trust mechanism, reducing reliance on fragile personal trust.

Escrow arrangements in e-commerce typically operate through an electronic contract framework. Article 18 of the ITE Law affirms that electronic transactions embodied in electronic contracts bind the parties, and platform "terms and conditions" accepted through clickwrap may function as standard-form electronic contracts. In general, doctrinal scholarship in Indonesia supports the validity of clickwrap where acceptance is explicit, and the user is given a meaningful opportunity to review the terms; see, for example, Indonesian normative studies that treat click-wrap as an electronic contract under the ITE framework while emphasising that its enforceability remains constrained by UUPK controls on unfair standard clauses and transparency requirements.[20] However, because clickwrap agreements commonly appear as consumer standard contracts, their enforceability remains subject to

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[18] Angga Priancha, "Rethinking 'Electronic Agent' Terminology In The Law On Electronic Information And Transaction From The Perspective Of Indonesian Lastgeving Law," *Mimbar Hukum* 34, no. 2 (2022): 378–402, https://doi.org/10.22146/mh.v34i2.3864.

[19] Kitab Undang-Undang Hukum Perdata/Civil Law Code (*Burgerlijk Wetboek*).

[20] Imelda Martinelli et al., "Penggunaan Click-Wrap Agreement Pada E-Commerce: Tinjauan Terhadap Keabsahannya Sebagai Bentuk Perjanjian Elektronik," *Jurnal Supremasi* 14, no. 1 (2024): 73–86, https://doi.org/10.35457/supremasi.v14i1.2797.

fairness/transparency constraints, as well as consumer protection controls.[21] Transaction logs, platform communications, and escrow release records may be presented as electronic evidence under Articles 5–6 of the ITE Law; however, their probative value hinges on requirements such as the authenticity and integrity of the underlying electronic system. Importantly, Indonesian jurisprudence (as analysed in scholarship) highlights that Constitutional Court Decision No. 20/PUU-XIV/2016 strengthened recognition of electronic evidenceconditioning admissibility/probative force on functional equivalence and system integrity, which is often supported by digital forensic verification.[22]

According to the Consumer Protection Law (UUPK), the escrow system is a crucial instrument for ensuring consumer rights. Escrow, in particular, supports the fulfilment of the right to accurate, clear, and honest information (Article 4 letter c of the UUPK) by giving the buyer time to verify whether the goods received match the seller's description before the funds are released. In addition, escrow guarantees the right to obtain goods or services according to the exchange agreement, conditions, and promised warranty (Article 4, letter h of the UUPK), as the system withholds payment until these rights are fulfilled, thereby giving consumers a stronger bargaining position. Escrow platform providers typically include mediation or dispute settlement mechanisms as part of their services, serving as a means for consumers to file complaints when problems arise, in line with the right to express opinions and complaints (Article 4, letter d, of the UUPK).[23]

The legal substance of escrow in Indonesia is implicit, mainly reflecting the typical regulatory lag in digital commerce, where technology evolves faster than statutory drafting. This article does not treat that implicitness as proof of sufficiency; rather, it is the core doctrinal weakness that motivates regulatory supplementation. Nevertheless, sectoral implementing rules already point toward escrow-type mechanisms. For example, Article 71 of Government

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[21] Agnes Maria Janni Widyawati, Mig Irianto Legowo, and Heri Purnomo, "Keabsahan Perjanjian Digital Berbasis Klik (Clickwrap Agreement) Dalam Perspektif Hukum Perdata Indonesia," *Jurnal Kolaboratif Sains* 8, no. 9 (2025): 5849–58, https://doi.org/10.56338/jks.v8i9.8668.

[22] Atang Suryana and Marius Suprianto Sakmaf, "Can Electronic Evidence Constitute Sufficient Grounds for Criminal Liability?," *Jihk* 7, no. 1 (2025): 587–601, https://doi.org/10.46924/jihk.v7i1.323.

[23] Rohmah Maulidia, Khusniati Rofi'ah, and Lukman Santoso, "Halal Regulation and Certification in The Catering Business: A Critical Review of Consumer Protection," *Jurisdictie: Jurnal Hukum Dan Syariah* 15, no. 1 (July 2024): 171–206, https://doi.org/10.18860/j.v15i1.26988.

Regulation No. 80 of 2019 (PMSE) requires PPMSE that receive payments to provide mechanisms ensuring consumer fund returns upon cancellation, and its explanatory notes expressly mention an "akun rekening jaminan (escrow)" as one such mechanism.[24] At the same time, the absence of explicit definitions and technical standards in the Indonesian framework widens interpretive ambiguity, affects the allocation of responsibility (between platform operators and automated agent modules), and raises disputes about record integrity and evidence reliability. Accordingly, doctrinal precision requires consistently separating (i) the PPMSE/platform operator as the accountable legal subject, (ii) the electronic agent as the automated function, and (iii) the escrow service function as an operational payment-hold/release mechanism whose enforceability depends on contract validity and evidentiary integrity under the ITE framework.

Doctrinal allocation of responsibility in the triadic escrow relationship. Doctrinally, an escrow arrangement produces a three-cornered structure that cannot be reduced to a bilateral buyer–seller contract. The buyer and seller continue to be accountable for core performance (conformity of goods/services, delivery, and payment), but the escrow holder takes on an independent custodial role over another party's property that triggers distinct duties of stewardship. Comparative escrow doctrine commonly treats the escrow holder as an impartial/neutral third party whose core duty is strict compliance with the parties' escrow instructions, coupled with fiduciary-like duties of care, loyalty/neutrality, and good faith within the scope of those instructions.[25] Fiduciary-law scholarship treats escrow-holding as a paradigmatic context in which an intermediary may assume fiduciary-type obligations because it controls assets belonging to others under conditional instructions; those obligations commonly include loyalty/neutrality between principals, proper account-keeping, and strict adherence to release conditions.[26]

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[24] Fathul Hamdani et al., "Konsep Escrow Account Peralihan Hak Atas Tanah Dalam Peraturan Perundang-Undangan: Jaminan Kepastian Hukum Bagi Para Pihak," *Jurnal Fundamental Justice* 6, no. 2 (2025): 241–60, https://doi.org/10.30812/fundamental.v6i2.5423.

[25] Office of the Comptroller of the Currency, "Escrow," chap. 8 in *Personal Fiduciary Activities* (*Version* 1.0) (Comptroller's Handbook, 2015).

[26] Evan J. Criddle, Paul B. Miller, and Robert H. Sitkoff, *Introduction: The Oxford Handbook of Fiduciary Law* (2019).

Accordingly, a doctrinal responsibility map for Indonesian escrow should be made explicit in the analysis: (i) the seller bears primary contractual responsibility for conformity and delivery; (ii) the buyer bears responsibility for accurate payment authorization and timely confirmation/complaint; (iii) the escrow holder bears independent duties to segregate funds, to maintain evidentiary integrity of instructions and timelines, to execute conditional release neutrally, and to operate a procedurally fair dispute channel; and (iv) where escrow is integrated into a marketplace, the platform's regulatory status (as PPMSE) should be translated into enforceable oversight duties over escrow design, disclosure, and redress pathways. The point is not to replace seller liability with escrow liability, but rather to add a governance layer of responsibility that targets preventable residual loss through operational standards and enforceable consequences.

Obstacles in the Implementation of the Escrow System in Indonesia

Escrow implementation in Indonesia faces obstacles that are primarily legal and institutional in nature, particularly regarding the clarity of provider status, the allocation of supervisory authority, the standardisation of operational safeguards, and the enforceability of rights and obligations when transactions occur across multiple platforms and intermediaries. These obstacles can be mapped into several interrelated issues as follows.

Doctrinal framing is necessary because escrow in Indonesia simultaneously operates in two normative planes. On the one hand, escrow is a *private-law* arrangement built on party autonomy, involving a chain of contracts that allocate performance risk among the buyer, seller, escrow holder (and often platform/payment intermediaries). Escrow, on the other hand, is increasingly treated as an object of *public-law* governance in digital commerce: consumer protection norms and sectoral supervision impose mandatory minimum standards that limit what parties may validly agree to in standard terms. This dual character creates a structural tension: contractual allocation of risk cannot freely displace mandatory consumer-protection obligations (e.g., prohibitions on unfair standard clauses and statutory duties to compensate consumer loss).

In doctrinal terms, the escrow holder is therefore not merely a passive contractual conduit. While common-law systems often describe escrow as

fiduciary/trust-like, Indonesia's civil-law framework does not recognise "trust" in the same way; the closer doctrinal analogue is *penitipan* (custody/deposit) combined with contractual intermediation. Consequently, the escrow holder's responsibility should be analysed through (i) contractual obligation and good faith in performance, and (ii) custodial duties attached to holding another party's funds, rather than being reduced to "platform policy."[27]

First, Indonesia still lacks a lex specialis and implementing regulations that clearly define: (i) the legal status of escrow providers that operate outside major marketplaces; (ii) licensing and prudential requirements; (iii) minimum operational standards (including segregation of customer funds, transparency of fee structures, reporting and auditability, and incident-response obligations); and (iv) the competent authority responsible for supervision and sanctioning.[28] This regulatory ambiguity hinders the ability to distinguish legitimate escrow services from informal "*rekber*" arrangements and increases uncertainty about liability allocation in the event of a dispute or fraud.

A clearer division of responsibility must begin with the wrongful-release scenario if escrow funds are released incorrectly, e.g., released to the seller despite non-delivery, misdelivery, or forged confirmation, the prima facie loss should be borne by the escrow holder vis-à-vis the consumer, because the escrow holder has factual control over custodial funds and designs the release conditions. Doctrinally, this responsibility can be based cumulatively in: (a) contractual liability (breach of the escrow agreement/standard terms and breach of good faith), (b) custodial/deposit liability (failure to exercise the required care over entrusted funds), and (c) where negligence elements are met, tort/unlawful act (PMH) litigation as an alternative pleading route.[29]

Regulatory responsibility exists in parallel, not as a substitute for civil liability. Consumer-fund management and complaint/refund responsibilities arise under sectoral laws when the escrow function is carried out by (or integrated into) licensed payment service providers; therefore, failures may

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[27] Anak Agung Bagus Juniarta and Desak Putu Dewi Kasih, "Model Perjanjian Escrow : Kajian Tentang Kewenangan Dan Tugas Notaris Sebagai Penyedia Jasa Escrow,"*Jurnal Magister Law Journal* 11, no. 1 (2022): 215–27, https://doi.org/10.24843/JMHU.2022.v11.i01.p15.

[28] Syafira Nurrin Qolbisyah and Hardian Iskandar, "Legal Aspects of Joint Account Contracts from a Civil Law Perspective," *JUSTISI* 11, no. 2 (April 2025): 473–87, https://doi.org/10.33506/js.v11i2.4213.

[29] Rif'ah Roihanah, "Perlindungan Hak Konsumen Dalam Transaksi Elektronik (E-Commerce)," *Justicia Islamica* 8, no. 2 (2011), https://doi.org/10.21154/justicia.v8i2.535.

result in administrative sanctions while maintaining civil liability. Likewise, specific Indonesian regimes expressly require "escrow/segregated accounts" to safeguard user funds (e.g., in tech-based financial services), reinforcing that public-law supervision treats custody of third-party funds as a high-responsibility function.

Liability model (explicit): This study can articulate a tiered model to make responsibility predictable. (i) Fault-based liability applies to operational errors (system misconfiguration, inadequate verification, negligent release). (ii) Heightened/strict custodial liability is justified for loss of custodial funds because the escrow holder internalises control and information advantages, and is best positioned to implement precautions (segregation, audit trails, dual verification). (iii) Residual/joint liability allocated to the "cheapest cost avoider" can be used where multiple intermediaries shape the risk (platform + escrow + payment processor): the party that can prevent the loss at the lowest cost should bear residual liability, with recourse among intermediaries by contract. This aligns the liability structure with deterrence and risk-control logic rather than leaving it to opaque platform policies.[30]

Indonesian doctrinal studies on consumer protection in e-commerce transactions that use joint/escrow accounts emphasize that legal protection depends not only on 'having escrow,' but on the institutional design of obligations and accountability (including who bears loss upon breach by the escrow provider and what remedies are available), which supports the need to specify a liability allocation model rather than relying on platform practice alone.[31]

Second, methods for customer redress and dispute resolution are still structurally reliant on the platform. When escrow functions are embedded in a marketplace, the settlement of delivery disputes, chargebacks, and non-performance is primarily governed by internal terms and procedures, which

[30] Guido Calabresi and A. Douglas Melamed, "Property Rules, Liability Rules, and Inalienability: One View of the Cathedral," *Harvard Law Review* 85, no. 6 (1972): 1089–128.

[31] Lalu Rizki Aditya Januar, L. M. Hayyanul Haq, and Khairus Febryan Fitrahadi, "Perlindungan Konsumen Dalam Transaksi E-Commerce Dengan Menggunakan Rekening Bersama," *Commerce Law* 4, no. 2 (2024), https://doi.org/10.29303/commercelaw.v4i2.5554; Deni Kamaludin Yusup, "Multi Contract as A Legal Justification of Islamic Economic Law for Gold Mortgage Agreement in Islamic Bank," *Jurnal Ilmiah Peuradeun* 7, no. 1 (January 2019): 1–20, https://doi.org/10.26811/peuradeun.v7i1.318.

can vary in transparency, evidentiary thresholds, and timelines.[32]ODR scholarship on Indonesian e-commerce consistently notes a gap between the need for fast, low-cost online redress and the absence of a dedicated lex specialis that standardises ODR procedures across platforms, leaving consumers dependent on internal platform rules rather than a uniform legal process in practice.[33] This gap is significant from a normative perspective because escrow serves not only as a payment-holding technique but also as a mechanism for allocating rights. Without standardised redress pathways, the "trust" promise of escrow relies on private governance rather than enforceable public standards.

This platform dependence must be tested against mandatory consumer-protection limits on private autonomy. In practice, escrow terms, "refund rules," and complaint procedures are typically drafted as standard form contracts (*klausula baku*). However, Indonesian consumer law restricts clauses that waive or shift business responsibility and requires compensation for consumer loss; similarly, e-commerce regulation prohibits standard clauses that harm consumers in electronic contracts. Therefore, a doctrinal analysis of escrow cannot treat platform terms as purely private governance: standard escrow terms must be reviewed through the lens of mandatory consumer protection norms, and any exculpatory clause that attempts to disclaim responsibility for wrongful release should be treated as legally vulnerable/unenforceable.

From doctrinal implication, the article should position escrow as part of the "control of standard consumer contracts" framework,i.e., requiring transparency of release conditions, accessible redress, and non-derogable minimum remedies. This clarifies why the private-law framing (freedom of contract) is limited once escrow is deployed in consumer-facing digital commerce.

Third, enforcement obstacles arise from evidentiary and jurisdictional constraints in digital fraud cases. Digital transactions often involve

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[32] Maslihati Nur Hidayati and Suartini, "Implementation of Online Dispute Resolution And Marketplace Liability Based on The Principle of Intermediary Liability," *IJML* 3, no. 3 (2024): 1–13, https://doi.org/10.56127/ijm%20l.v3i3.1618.

[33] Rina Elsa Rizkiana, "The Future of Online Dispute Resolution: Building A Framework for E-Commerce Dispute Resolution in Indonesia," *The Lawpreneurship Journal* 1, no. 2 (2021): 114–38, https://doi.org/10.21632/tlj.1.2.114-138.

pseudonymous identities, cross-platform communications, and data controlled by private intermediaries, so legal protection heavily depends on the ability to collect, preserve, and present digital evidence, as well as on timely cooperation from platforms and service providers.[34] Indonesian literature on digital forensics and online fraud enforcement highlights recurring obstacles in proving and preserving electronic evidence, as well as securing timely cooperation for traceability, which often prevents victims from obtaining adequate restitution.[35]

In the doctrine of intermediary liability, escrow must be positioned as an intermediary with a high level of control, so that it cannot be equated with a mere conduit. This is because control over funds and the establishment of rules for the release of funds form a strong basis for the imposition of legal liability. The difficulty of enforcement and proof in digital transaction disputes actually strengthens the choice of civil liability design by shifting the risk of evidence and loss to the escrow party that is most capable of providing transaction records, verification, and audit trails, while also emphasising the minimum obligations of recording, verification, and transparency as part of the standard of care for escrow providers.[36]

Lastly, desk-based empirical research indicates that the spread of formal escrow mechanisms outside of major urban markets may be slowed by disparate digital capabilities and infrastructure. Empirical research on Indonesian e-commerce adoption finds that individual digital capability and the availability of supporting infrastructure (including connectivity and logistics/payment access) are associated with higher adoption, implying that regions with weaker digital readiness may benefit less from escrow-based protections in practice.[37] However, these socio-technical constraints are

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[34] Biodoumoye George Bokolo and Qingzhong Liu, "Artificial Intelligence in Social Media Forensics: A Comprehensive Survey and Analysis," *Electronics* 13, no. 9 (2024), https://doi.org/10.3390/electronics13091671.

[35] Fakhri Awaluddin, Amsori, and Momon Mulyana, "Tantangan Dan Peran Digital Forensik Dalam Penegakan Hukum Terhadap Kejahatan Di Ranah Digital," *Humaniorum* 2, no. 1 (2024): 14–19, https://doi.org/10.37010/hmr.v2i1.35.

[36] Bruce Nikkel, "Fintech Forensics: Criminal Investigation and Digital Evidence in Financial Technologies," *Forensic Science International: Digital Investigation* 33 (June 2020): 200908, https://doi.org/10.1016/j.fsidi.2020.200908.

[37] Kasmad Ariansyah et al., "Drivers of and Barriers to E-Commerce Adoption in Indonesia: Individuals' Perspectives and the Implications," *Telecommunications Policy* 45, no. 8 (2021), https://doi.org/10.1016/j.telpol.2021.102219.

treated as contextual implementation conditions that help explain uneven uptake, not as the primary doctrinal obstacles.

Ideal Concept of an Escrow System as a Cybersecurity Formula Framework for Clear and Specific Regulations

Rather than a single "wish-list" regulation, the proposed escrow model should be framed as a legal-institutional governance design that allocates regulatory authority based on existing Indonesian legal competencies.[38] Methodological positioning (Islamic legal analysis). To meet global standards of Islamic legal scholarship, this article treats Islamic commercial law (*fiqh al-muʿāmalāt*) as an independent normative benchmark for evaluating escrow governance, rather than merely as a moral reinforcement for consumer protection.[39] Accordingly, a practice that is lawful under Indonesian positive law is not assumed to be Shariah-compliant; it must also satisfy the doctrinal requirements of the relevant classical contract, including their rules on control (*yad*), risk, and responsibility (*ḍamān*).[40]

Escrow Service Providers (ESPs) perform (i) electronic-system operations (platform and security controls), and (ii) funds custody/settlement functions that resemble payment services: classical fiqh classification and doctrinal consequences. In classical fiqh, the legal character of an escrow arrangement depends on what the escrow holder actually does.[41] If the provider only keeps property/funds until agreed-upon conditions are met, it is closest to *wadīʿah* (deposit for safekeeping), with the provider holding the funds as a yad *amānah* (a trustee's hand).[42] As a trustee, the provider must not use or commingle the

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[38] Istianah Zainal Asyiqin, "Islamic Economic Law in the Digital Age: Navigating Global Challenges and Legal Adaptations," *Media Iuris* 8, no. 1 (February 2025): 95–112, https://doi.org/10.20473/mi.v8i1.61800; Barkatullah, "Hukum Transaksi Elektronik di Indonesia".

[39] Mohd Sollehudin Shuib et al., "Digital Payment Transactions: Islamic Finance Perspective," *Journal of Advanced Research in Applied Sciences and Engineering Technology* 36, no. 2 (December 2023): 12–20, https://doi.org/10.37934/araset.36.2.1220.

[40] Lutfi Abdul Razak and Muhammad Nabil Saupi, "The Concept and Application Of ḍamān Al-Milkiyyah (Ownership Risk)," *ISRA International Journal of Islamic Finance* 9, no. 2 (December 2017): 148–63, https://doi.org/10.1108/ijif-06-2017-0002.

[41] Sinan Usta, "Escrow Sözleşmesinin Eşya Hukuku Açısından İncelenmesi," *DergiPark (Istanbul University)*, December 2024, https://dergipark.org.tr/en/pub/truhfd/issue/94836/1595911; Rahmat Ilyas, "Pawnshops in the Perspective of Islamic Law," *Al-'Adalah* 16, no. 1 (July 2019): 1–16, https://doi.org/10.24042/adalah.v16i1.3879.

[42] Muhammad Yusuf Saleem, ed., "Pledge, Mortgage, or Pawn (al-Rahn)," in *Islamic Commercial Law* (John Wiley & Sons, Ltd, 2012), 123–28, https://doi.org/10.1002/9781119198956.ch9.

deposited funds; liability (*ḍamān*) generally arises only upon *taʿaddī* (transgression) or *tafrīṭ* (negligence). If the provider uses the funds for personal gain or guarantees outcomes beyond trustee duties, the hand may shift toward yad ḍamān (a liability/guarantee hand), with greater responsibility for loss and wrongful disposal.[43]

If the provider is appointed to execute payment instructions (e.g., release the funds to the seller upon verified delivery), the relationship resembles *wakālah* (agency).[44] Under *wakālah*, the provider's authority is limited to the mandate granted by the principal *(muwakkil*). The provider bears responsibility for acting outside the scope, violating agreed conditions, or being careless in execution. Fee-based services are appropriately examined as *wakālah bi al-ujrah*.[45] Shariah governance, therefore, requires the fee (*ujrah*) and scope of mandate to be clearly determined ex ante to avoid uncertainty (*jahālah*) and disputes.[46]

The maqāṣid objective of *ḥifẓ al-māl* (preservation of wealth) provides an internal juridical rationale for cybersecurity and auditability duties: safeguarding wealth in digital commerce is not only an ethical preference, but a doctrinally relevant standard of care for trustees/agents in managing custody, records, and release conditions.

On this functional basis, the fundamental licensing and prudential supervision for the custody and transfer of customer funds should be positioned under Bank Indonesia's payment system mandate. In contrast, electronic system registration and cybersecurity obligations must adhere to the electronic system governance administered by the Ministry of Communication and Digital (*Komdigi*). In addition, if ESPs facilitate commerce within the scope of electronic trading (PMSE), business conduct requirements

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[43] Naim et al., "Shariah Appraisal of the Concepts of Daman, Taqsir, and Taaddi in Trust-Based Contracts (Uqud al-Amanat) التقييم الشرعي لمفاهيم الضمان والتقصير والتعدي في العقود القائمة على الثقة."

[44] Akhmad Affandi Mahfudz, Penta Shahifah Dena, and Rusyda Afifah Ahmad, "Optimizing Hajj Finance in Indonesia: The Role of Wakalah Contract," *Share Jurnal Ekonomi Dan Keuangan Islam* 12, no. 2 (November 2023): 526–43, https://doi.org/10.22373/share.v12i2.18091.

[45] Setiawan Bin Lahuri and Agung Lia Handayani, "Implementation of Wakalah Bi Al-Ujrah Contract in COD Transactions on Shopee: A Review Based on MUI Fatwa," in *Jurnal Islam Nusantara*, no. 2, December 2023, 7:258–258, https://doi.org/10.33852/jurnalnu.v7i2.475.

[46] Muhammad Daraz Khan Daraz Khan, "Sharīʿah Evaluation of Financial Derivatives and Developing Sharīʿah Compliant Hedging Instruments,"*Islamic Banking and Finance Review* 7 (December 2020): 1–1, https://doi.org/10.32350/ibfr/2020/0700/451.

(e.g., consumer information duties and trading practices) can be aligned with the Ministry of Trade's e-commerce governance.[47] The OJK's role is more coherent as a sectoral supervisor only when the escrow function is embedded in a regulated financial services activity (e.g., fintech lending or investment products), rather than as the default supervisor for all escrow providers.[48]

Under this allocation, an "ESP licensing package" can be designed as an interoperable set of approvals: (1) a payment-service/funds custody licence (or equivalent authorization) as the lead gatekeeper for customer-fund segregation, capital/float governance, operational resilience, and reporting;[49] (2) electronic-system registration and minimum cybersecurity controls (security-by-design, incident response, audit trails);[50] and (3) PMSE-related business licensing/registration where the ESP is directly facilitating trade transactions. This design also establishes a clear coordination logic:[51] Bank Indonesia leads on fund safety and settlement risk, Komdigi leads on digital system security and personal data protection compliance, and the Ministry of Trade leads on fair trading practices.[52] A formal inter-agency coordination mechanism (e.g., joint circular letter or MoU) should set out information-sharing, supervisory hand-offs, and sanctions to prevent regulatory gaps.[53]

Substantively, the implementing instruments should mandate minimum operational standards that are legally enforceable, including segregation of

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47 Agus Suwandono et al., "Pemahaman Aspek Hukum Fintech Lending Dalam Mewujudkan Perlindungan Konsumen Sektor Jasa Keuangan," *Proficio* 5, no. 1 (2023): 126–35, https://doi.org/10.36728/jpf.v5i1.2936.

48 Ariyanto, "The Implementation of Consent Principle in QRIS-Based E-Payment," *Jurnal Hukum Ius Quia Iustum* 32, no. January (2025): 149–75, https://doi.org/10.20885/iustum.vol32.iss1.art7.

49 Upik Mutiara, Lupita Risma Candanni, and Rahmad Ramadhan Hasibuan, "Construction of Financial Technology in Banking Systems in Indonesia," *Jurnal Hukum Novelty* 10, no. 2 (November 2019): 150–150, https://doi.org/10.26555/novelty.v10i2.a13920.

50 Aulia Arifatu Diniyya, Mahdiah Aulia, and Rofiul Wahyudi, "Financial Technology Regulation in Malaysia and Indonesia: A Comparative Study," *Ihtifaz Journal of Islamic Economics Finance and Banking* 3, no. 2 (April 2021): 67–67, https://doi.org/10.12928/ijiefb.v3i2.2703.

51 Lis Julianti and Artit Pinpak, "The Digitalization of Investment Impact on Developing Tourism Industry," *Journal of Human Rights Culture and Legal System* 4, no. 3 (December 2024): 655–81, https://doi.org/10.53955/jhcls.v4i3.289.

52 Herman Soegoto, Felicia Apsarini, and Agus Supandi, "Payment System Development In Indonesia," *Jurnal Riset Bisnis Dan Manajemen* 17, no. 1 (February 2024): 11–20, https://doi.org/10.23969/jrbm.v17i1.10416.

53 Rina Arum Prastyanti and Ridhima Sharma, "Establishing Consumer Trust Through Data Protection Law as a Competitive Advantage in Indonesia and India," *Journal of Human Rights Culture and Legal System* 4, no. 2 (May 2024): 354–90, https://doi.org/10.53955/jhcls.v4i2.200.

customer funds in designated accounts, clear fee disclosure and withholding timelines, traceable conditions for fund release (e.g., verified delivery), independent auditability, periodic compliance reporting, and a tiered dispute resolution pathway.[54] Sharia-anchored operational standards (linking governance to doctrine). For sharia consistency, the enforceable operational standards listed above should be explicitly tied to the *wadīʿah/wakālah* characterisation:[55] (i) segregation and non-use of customer funds reflects *wadīʿah yad amānah*; (ii) traceable release conditions, immutable audit trails, and reasoned dispute outcomes operationalise the agent's duty to act within mandate under wakālah; and (iii) cybersecurity controls (security-by-design, incident response, and log preservation) serve as evidence of the required standard of care for *ḥifẓ al-māl*. In this context, commingling, utilising the float for benefit, or releasing funds without meeting agreed-upon conditions is not only a regulatory breach, but also a Shariah-relevant breach of trust/mandate. The internal dispute mechanism should be time-bound and procedurally fair (notice, evidence submission, and reasoned outcome), with escalation to an accredited alternative dispute resolution body (LAPS) when internal mechanisms fail.[56]

The escrow regulatory model should convert governance proposals into enforceable legal duties by requiring fund segregation, traceable transaction records, time-limited rules for fund release or return, and precise dispute-resolution mechanisms accompanied by civil, administrative, and evidentiary consequences. From an Islamic law perspective, sharia compliance depends not only on adherence to positive law but also on alignment with the principles of *wadīʿah* and *wakālah*. For example, escrow is compliant when funds are segregated and not utilised, release conditions are transparent, and liability arises from negligence or excess of authority. In large-scale consumer transactions, dispute-resolution architecture serves as a trust-generating

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[54] Aishat Abdul-Qadir Zubair, "An Analysis of Dispute Resolution Mechanisms in the Islamic Banking and Finance Industry in Malaysia," *Jurnal Hukum Novelty* 11, no. 2 (August 2020): 164–164, https://doi.org/10.26555/novelty.v11i2.a16465.

[55] Syarah Syahira Mohd Yusoff and Umar Aimhanosi Oseni, "Standardisation of Legal Documentation in Islamic Home Financing in Malaysia," *Journal of Islamic Accounting and Business Research* 10, no. 3 (March 2019): 448–65, https://doi.org/10.1108/jiabr-02-2017-0016.

[56] Abdul Karim Aldohni, "Rethinking Dispute Resolution Mechanisms for Islamic Finance: Understanding Litigation and Arbitration in Context," *Northern Ireland Legal Quarterly* 73, no. 4 (March 2023): 618–49, https://doi.org/10.53386/nilq.v73i4.950.

legal institution, requiring accessible, time-efficient, and enforceable procedures, including mandatory external escalation to accredited ADR/ODR bodies and the publication of aggregate escrow dispute data to support supervision and deterrence.[57]

Adaptive and Secure Technology System

Rather than presenting technology as an "ideal feature", this section presents the escrow platform's technology stack as a legally relevant control environment that determines when funds are held, released, reversed, or reported. The analytical function of "risk-based regulation" in this context is doctrinal diagnosis: it is used to map (i) which controls must be set as minimum mandatory standards through licensing/authorization conditions and supervisory enforcement, and (ii) how legal responsibility should be allocated when automated controls cause user-facing legal or similarly significant effects (e.g., delayed release, reversal, suspension).[58]

Because escrow services operate within (or adjacent to) the regulated payments ecosystem, integration with payment instruments and standards (including QRIS where applicable) should be framed as a compliance obligation tied to governance, risk management, and information-system capability rather than a purely commercial convenience.

Technology integration (digital wallets, bank transfers, QRIS, and logistics tracking) should be treated as a regulated control environment, not merely a feature set. These standards are legally required (rather than simply desirable) because they serve as ex ante safeguards against predictable harm in high-information-asymmetry transactions, including the misallocation of funds, fraud externalities, and disputes over delivery/condition. In Indonesian law, electronic-system reliability and security obligations and personal data protection duties already impose baseline requirements for secure processing, governance, and accountability; therefore, treating integration and tracking as part of a regulated control environment supplies a concrete doctrinal bridge

[57] Pablo Cortes, *Online Dispute Resolution for Consumers in the European Union* (2013).
[58] Julia Black, "The Emergence of Risk-Based Regulation and the New Public Risk Management in the United Kingdom," in *Public Law* (n.d.).

from "technology design" to enforceable legal duties (compliance assessment, auditability, and sanctions).[59]

In particular, the use of AI-based fraud detection must be accompanied by clear legal safeguards on accountability, personal data protection, and due process. To prevent uncertainty in enforcement, the framework should distinguish between (a) minimum mandatory standards and (b) best-practice guidelines. Minimum mandatory standards should apply to all escrow providers because they are directly related to consumer fund protection, data security, and procedural fairness: (i) auditable rules for fund-release triggers (including shipment/receipt evidence where used), (ii) security controls and incident handling proportionate to the sensitivity of funds/data processed, (iii) personal-data governance obligations (lawful basis, purpose limitation, retention limits, and security measures), and (iv) user-facing due process for adverse actions (notice, explanation at an appropriate level, and human review).[60]

Best-practice guidelines can serve as sectoral standard-setting (e.g., codes of conduct, certification, third-party assurance) for higher maturity: independent model governance reviews, bias/fairness testing where relevant, and transparency reporting. These do not replace legal minimum, but can be recognised by regulators as evidentiary "good practice" when assessing compliance and reasonableness.[61]

First, accountability should be allocated to the ESP as the decision-maker responsible for automated risk scoring and any resulting action (e.g., delaying release of funds), even where a third-party vendor provides the model.[62] Second, personal data governance should comply with Indonesia's personal data protection framework, including data minimisation, purpose limitation, retention limits, and DPIA-style risk assessment for high-risk processing (especially profiling or automated decision-making that significantly affects

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[59] Government Regulation (PP) Number 71 of 2019 Concerning the Implementation of Electronic Systems and Transactions.

[60] Law Number 27 of 2022 on Personal Data Protection.

[61] OECD, *Risk and Regulatory Policy Improving The Governance of Risk* (2010).

[62] Denindah Olivia, "Legal Aspects of Artificial Intelligence on Automated Decision-Making in Indonesia," *Lentera Hukum* 7, no. 3 (2020), https://doi.org/10.19184/ejlh.v7i3.18380.

users).[63][64] Third, due process must be operationalised: users should receive notice when transactions are flagged, a clear explanation at an appropriate level (including the reason for the action and the evidence categories used), and access to human review and an appeal channel with fixed timelines. Finally, any data disclosure to law enforcement should be based on a clear legal basis, logged, and proportionate, to strike a balance between fraud prevention and privacy, as well as procedural fairness.

Education and Social Inclusion Program

To overcome socio-cultural obstacles, massive and structured educational efforts are required. The government, in collaboration with industry players and the community, needs to launch a national campaign to educate the public about the risks of online transactions and the benefits of using certified PJEs. Including materials on cybersecurity and digital transaction safety in formal education curricula to build early awareness is also a strategic step. In addition, providing different escrow service models according to the scale of transactions—for example, a low-cost "escrow-lite" service for small-value C2C transactions and a premium escrow service with additional security features for B2B or high-value goods—will enhance inclusivity.

Responsive and Effective Law Enforcement

The ideal concept will not work without vigorous law enforcement. Building a single, easily accessible reporting portal or channel for victims of e-commerce fraud can help to prioritise reporting. Establishing a clear collaboration protocol between the police (particularly the cyber unit) and E-Commerce Service Providers (PJE) for the sharing of data and information—while adhering to the principles of personal data protection—can speed up the case-handling process. Accordingly, the collaboration protocol should specify the lawful basis, scope, and proportionality of data requests, standard response timelines, and mandatory audit logs to prevent over-collection and preserve

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63 Dias Rizki Aprilinda, "Mitigating Discrimination and Privacy Threats in Algorithmic Pricing through Personal Data Protection Law in Indonesia," *Estudiante Law Journal* 7, no. 3 (2025), https://doi.org/10.33756/eslaj.v7i3.32879.

64 Muchamad Taufiq and Ananda Salsabila Kenyo, "The Legal Protection of Personal Data in the Digital Era: A Comparative Study of Indonesian Law and the GDPR," *International Journal of Business, Law, and Education* 6, no. 2 (2025), https://doi.org/10.56442/ijble.v6i2.1178.

accountability in accordance with personal data protection principles. By implementing these four pillars synergistically, the escrow system can transform from merely an additional feature into a fundamental and integral security formula within Indonesia's electronic trading cyber ecosystem.

The findings of this study strongly support the argument presented in the introduction, which suggests that conventional theories, such as Trust Theory and TAM, are inadequate when applied in isolation. The existence of an escrow system aims to build trust (as proposed by Trust Theory) and to offer security benefits that drive adoption (as suggested by the Technology Acceptance Model, or TAM). However, the identified barriers—particularly those related to regulation and law enforcement—can only be adequately explained through the lens of Institutional Theory. The adoption of escrow systems by significant marketplaces can be seen as a response to normative pressures. However, the failure of such systems to be universally adopted, especially outside major platforms, reveals weak regulatory (coercive) pressure from the state. The absence of specific technical regulations and weak law enforcement fails to create "rules of the game" that coercively compel all market players to adopt minimum security standards.

Thus, this research proposes an integrative model. At the micro level (individual users), Trust Theory and TAM are relevant in explaining adoption decisions. Users will adopt escrow systems if they believe in their reliability and perceive them as valuable tools for risk reduction. However, at the macro level (the e-commerce ecosystem), Institutional Theory becomes key. Mass trust and adoption can only be achieved if supported by strong institutional pillars: clear government regulations (coercive pressure), industry-wide accepted standards (normative pressure), and effective law enforcement. The ideal concept formulated in this study, which includes a regulatory framework, adaptive technology, social education, and law enforcement, is essentially a recipe for building these institutional pillars.

Theoretically, this study highlights the limitations of user-centred theories in explaining systemic phenomena, such as e-commerce security, and emphasises the importance of a multi-level approach that integrates the perspectives of user psychology, technology, and institutional sociology as the basis for developing technology adoption research in the context of evolving regulations. Practically, the findings of this study have broad implications for

stakeholders, particularly the need for the formulation of balanced technical regulations for Escrow Service Providers by relevant regulators, the strengthening of national education programs, the development of secure and affordable escrow services by industry players, the improvement of consumer and MSME literacy and awareness of secure transactions, and the strengthening of the capacity and collaboration of law enforcement agencies in handling cybercrime and digital evidence.

Conclusion

This article demonstrates that escrow in Indonesian e-commerce must be understood as a legally consequential triadic arrangement linking buyer, seller, and escrow holder rather than as a mere platform feature or technological convenience. Addressing the research problems, the study shows that, while Indonesian law implicitly recognises escrow through electronic transactions, consumer protection, and PMSE regulations, the absence of explicit doctrinal classification and enforceable operational standards creates recurring accountability, evidentiary, and redress gaps, particularly in off-platform social commerce. The article's novelty lies in synthesising doctrinal legal analysis with institutional theory and Islamic commercial law to formulate an operational escrow governance framework that specifies minimum safeguards (conditional release, verification, record integrity, and time-bound dispute handling) and a transparent allocation of responsibility for key failure scenarios. By transforming "trust mechanisms" into enforceable legal duties and liability rules, the research reframes escrow as an ex ante consumer protection instrument capable of reducing routine fraud and strengthening institution-based trust. This contribution matters for regulators, platforms, and consumers because it provides implementation-ready standards rather than abstract policy aspirations. Future research should empirically test how different escrow designs affect dispute outcomes and consumer losses, examine judicial and administrative practices regarding intermediary liability and electronic evidence, and conduct comparative studies of escrow governance models to refine context-sensitive regulatory standards for Indonesia's evolving digital economy.

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In the preparation of this manuscript, the use of artificial intelligence (AI) technology was limited to language enhancement and structural editing. Artificial intelligence was used only in aspects of conceptual and theoretical consistency that were relevant to the topic of the writing. The consistency was then tested for validity and suitability through discussions between the author and lecturers, as well as parties with knowledge and experience related to the topic of this paper. All conceptual ideas, data analysis, method adjustments, data presentation, and conclusions are carried out in a structured manner through a process of validation and discussion between the authors and remain the sole responsibility of the authors themselves. This manuscript has undergone a rigorous review and revision process to ensure academic integrity, originality, and compliance with applicable publication ethics standards.

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This research is the result of intensive collaboration among contributors. Virya Suprayogi Yusuf played a role in compiling the original draft, formulating concepts, conducting analysis, and managing data. Maskun contributed to the writing by developing concepts, compiling methodology, analysis, and data curation. Judhariksawan made important contributions to concept formulation, methodology design, and resource provision. M. Arfin Hamid supported methodological activities and data analysis. Supriadi played a role in data curation and translation. Meanwhile, Muhammad Mutawalli Mukhlis enriched the study through writing reviews, theoretical refinement, finding validation, and analysis, making this research comprehensive and credible.

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