

## Seller's Responsibility for Buyer's Losses in a Fair Ornamental Fish Sale and Purchase Agreement

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### ABSTRACT

Buying and selling ornamental fish is not new, but it is becoming increasingly popular. In practice, if a loss occurs, the seller is not liable for the loss suffered by the buyer. Sellers deny responsibility, arguing that ornamental fish are not physical objects. They believe that loss is a risk borne by the buyer. Although not explicitly stated in the Civil Code, ornamental fish are essentially objects as objects of sale and purchase agreements due to the application of the law of attachment in Article 500 of the Civil Code. Referring to the concept of the law of attachment, ornamental fish that occupy a container either due to natural factors (for example, ornamental fish living in a lake), or due to human actions (for example, ornamental fish kept in a pond), will become one with the container, so that the ornamental fish are also objects. All provisions relating to the seller's responsibilities can be applied in the event of a loss to the buyer of ornamental fish. General provisions regarding the seller's responsibilities are regulated in Article 1474 of the Civil Code in conjunction with Article 1491 of the Civil Code. Sellers who refuse to provide compensation may be deemed to have committed PMH and can be sued through the BPSK or a general court.

## **INTRODUCTION**

Keeping ornamental fish is not a new activity, but it is gaining popularity and becoming a trend. This is because ornamental fish have aesthetic value, making them ideal for decorating rooms and gardens. Keeping ornamental fish is also often used to combat boredom and loneliness. One study showed that people who own pets have up to 50% better physical and mental health compared to those who don't. In a study conducted by students at the Department of Anatomy, Faculty of Medicine, Tanjungpura University, Pontianak, it was stated that, to maintain physical fitness and reduce stress, families who have pets can play while doing physical activities with their pets. Referring to the study above, it can be said that people who keep pets such as ornamental fish are indirectly maintaining their physical and mental health.

Generally, people who want to keep ornamental fish acquire them through buying and selling. Buying and selling consists of two syllables: "sell" and "buy." The word "sell" indicates the act of selling, while the word "buy" indicates the act of buying. Referring to the etymological definition above, it can be said that buying and selling is an act of two parties where one party is the seller and the other party is the buyer, so that in this case a legal event occurs, namely buying and selling. Buying and selling is a civil event that is most often carried out by people in order to obtain ownership rights to an object, therefore it can be said that most of the objects owned by a person are obtained because of the transfer by another party, namely the seller. No ornamental fish buyer wants to suffer a loss, but in practice, it's not impossible for such losses to occur. Losses experienced by buyers generally occur due to seller error.

Buyers can suffer losses due to inaccurate information about the origin of the ornamental fish being sold. It is crucial for buyers to know whether the ornamental fish are wild-caught or captive-bred. The origin of ornamental fish has implications for how they are reconditioned when they are moved to a new habitat. Losses can also occur due to inaccurate information about ornamental fish care, such as information about water temperature, potential hydrogen (PH) in the water, oxygen (O<sub>2</sub>) content in the water, water changes, feeding, and so on. Losses also arise from seller errors in ornamental fish packaging, such as the use of inadequate packaging, lack of oxygen when the ornamental fish are packaged, and overcrowding. Incorrect packaging of ornamental fish has the potential to cause stress, health problems, and even death in ornamental fish. The seller should take into account the distance the ornamental fish will travel until it reaches its destination when packaging ornamental fish.

The seller's irresponsible attitude is an implication of the seller's view of ornamental fish when they become the object of sale and purchase, namely not objects but living creatures. Ornamental fish have different characteristics from other objects of sale and purchase agreements. The object of sale and purchase is anything of asset value, including objects. Article 499 of the Civil Code (KUHPer) defines objects as every item and every right that can be controlled by ownership rights. This definition of objects is unclear because it only mentions "each item." The definition of goods can be found in Article 1 paragraph 5 of Law Number 7 of 2014 concerning Trade (Trade Law) which states that goods are every object.

The definition of goods is also unclear because it states the opposite that goods are objects. The unclear definition of objects and/or goods interprets the vagueness of the norms in Article 499 of the KUHP.

The ambiguity of the norms in Article 499 of the Indonesian Civil Code has implications for the lack of certainty that ornamental fish are essentially objects as objects of a sales agreement. Because the object of the sales agreement, which is ornamental fish, cannot be believed to be an object, this actually creates a loophole for the seller to avoid responsibility for the buyer's losses. Considering that the seller is not responsible for the buyer's losses and states that the buyer's losses are a risk that must be borne by the buyer, an unfair risk burden has occurred between the seller and the buyer. This condition will certainly have implications for buyers' feelings of insecurity in the sale and purchase of ornamental fish. In this case, buyers are in a weak and disadvantaged position. The weak position of buyers is even internationally recognized in the UN International Assembly Resolution No. A/RES/39/248 of 1985 concerning Guidelines for Consumer Protection, which requires that consumers everywhere, from all nations, have certain basic rights regardless of their social status.

Given that ornamental fish keeping is increasingly popular and becoming a trend, and given that there is no seller responsibility for any losses to ornamental fish buyers, the potential risk of loss in ornamental fish sales agreements is also increasing. If the condition of sellers' irresponsibility for losses to ornamental fish buyers continues, this will only exacerbate the losses to buyers. Based on the problems described above, it is necessary to analyze the nature of ornamental fish as objects in sales agreements, as well as the seller's responsibility for losses to ornamental fish buyers. Analysis of the above problems is important to ensure legal certainty for the parties in ornamental fish sales agreements. Through this research, it is hoped that in the future, responsibility for buyer losses in ornamental fish sales agreements can be realized that reflects certainty, fairness, and legal benefits in the future.

## **THEORETICAL REVIEW**

Responsibility, etymologically, is an obligation towards something or the function of accepting a burden as a result of one's own actions or those of another party. According to the Big Indonesian Dictionary (KBBI), responsibility is a state of being obliged to bear everything (if something happens, one can be sued, blamed, prosecuted, and so on). To bear is defined as being willing to bear the costs (of managing, maintaining), guaranteeing, stating a state of readiness to carry out obligations. Hans Kelsen, in his theory of legal responsibility states that "a person is legally responsible for a certain act or that he or she bears legal responsibility; the subject of the law means that he/she is responsible for a sanction in the event of a contravention." According to Hans Kelsen, the theory of responsibility based on pure legal theory is divided into several parts, namely:

1. Individual responsibility means that an individual is responsible for the violations he/she commits himself/herself;
2. Collective liability means that an individual is responsible for an offense committed by another person;

3. Liability based on fault means that an individual is responsible for violations that he/she commits intentionally and is expected to cause harm;
4. Strict liability means that an individual is responsible for violations he commits because they are unintentional and unforeseen.

Justice is the ideal and goal of law that reaches the realm of the philosophy of legal science by providing the perspective that justice is realized through law. Justice is often interpreted as an attitude and character. The attitude and character that makes people do things and hope for justice is justice, while the attitude and character that makes people act and hope for injustice is injustice. It is generally said that an unjust person is someone who does not obey the law and is unfair, so a just person is someone who obeys the law and is fair. John Rawls's idea of justice is "Fairness", a theory however elegant it may be should be rejected or revised if it is not true, just as laws and institutions, however efficient and orderly, must be reformed or abolished if they are unfair. Justice and the welfare of society as a whole cannot be ruled out and challenged.

According to John Rawl, there are two principles of justice that he believes in, namely: "First: each person is to have an equal right to the most extensive scheme of equal basic liberties compatible with a similar scheme of liberties for others. Second: social and economic inequalities are to be arranged so that they are both (a) reasonably expected to be everyone's advantage, and (b) attached to position and offices open to all". John Rawls's principle of justice can be applied to fulfilling a buyer's liability for losses. Buyers should have the same rights to freedom as sellers and the right to social and economic equality in all aspects of a sale and purchase. Justice must provide a sense of fairness or balance for all parties in a sale and purchase, which can be clearly felt by providing something according to each party's portion and needs without bias.

The obligation to guarantee is to guarantee two things, namely the safe and secure possession of the goods sold and the guarantee against any hidden defects in the goods or those that are such that they give rise to reasons for cancellation of the purchase (Article 1491 of the Civil Code). A product is said to have a hidden defect if the product has a defect so that its use is no longer in accordance with its intended purpose. Even though at the time of sale no promise was made regarding guarantees against hidden defects in the goods, the seller is obliged to guarantee against hidden defects in the goods sold, which make the goods unsuitable for the intended use, or which so reduce that use that, if the buyer had known about the defects, he would not have bought the goods at all, or would not have bought them except at a reduced price (Article 1504 of the Civil Code).

## **METHODOLOGY**

This research uses normative legal research. Normative legal research examines the legal regulatory system that applies to or relates to a particular legal issue. Yes In discussing the problem, the researcher will refer to literature studies and related legal principles and regulations. The types of approaches used are: conceptual approach and statute approach. Legal sources consist of primary and secondary legal materials. In resolving a problem, accurate sources from

both types of legal materials are required. The primary sources of legal material used are in the form of statutory regulations and the secondary sources of legal material are in the form of books and articles. The collection of legal materials is carried out using library research, namely inventorying, studying and exploring legal materials related to the problems in the research. Analysis of legal materials done qualitatively, without using numbers, tables or graphs. Data that has been systematically arranged is connected to one another and then interpreted to understand the meaning of the entire data. See After the qualitative analysis process has been carried out, the data is then presented descriptively qualitatively and systematically.

## RESULTS AND DISCUSSION

Before determining the seller's liability for losses to the buyer in an ornamental fish sale agreement, it is necessary to first analyze the nature of the ornamental fish as the object of the sale agreement. This is because the seller's irresponsibility is based on the premise that ornamental fish are not objects or goods.

Referring to the Big Indonesian Dictionary (KBBI), an object is defined as anything that exists in nature and has a form, whether in the form of liquids, objects, living things, inanimate objects, or celestial bodies. Goods according to the KBBI are anything that is tangible or corporeal, such as all household utensils, jewelry, and cargo other than humans or livestock. In principle, objects and goods are both anything that has a form, but they have differences in the process of their formation. The term object is intended for anything tangible that exists in nature where the process of formation is natural. Meanwhile, the term goods is intended for anything tangible whose process of formation requires human intervention. The use of the term object is more general and broad, encompassing various types of objects or goods. Referring to the definition of an object according to the KBBI, ornamental fish can be qualified as living things, especially ornamental fish that are caught naturally. Ornamental fish can also be qualified as goods if they are the result of cultivation.

Based on the legal concept of agreements, the object of a sales and purchase agreement must be certain or at least can be determined. The object of a sales and purchase agreement is anything of asset value, including objects. Article 499 of the Civil Code defines an object as any good and any right that can be controlled by ownership. This definition is unclear because it only states that an object is an item, and goods are not further defined. Article 1 paragraph 5 of the Trade Law defines goods, but the definition of goods is also unclear because it states the opposite, that goods are objects. Because the definitions of objects and goods are unclear, the nature of ornamental fish as objects of a sale and purchase agreement is also unclear. The Civil Code distinguishes types of objects into tangible and intangible objects (Article 503 of the Civil Code), and movable and immovable objects (Article 504 of the Civil Code). Article 1 paragraph 5 of the Trade Law expands the types of objects to include objects that can be consumed or not consumed, as well as objects that can be traded. The classification of types

of objects in the Civil Code and the Trade Law is not sufficient to determine the nature of ornamental fish as objects in a sale and purchase agreement.

Referring to the concept of objects in the Civil Code, the law of attachment can apply to an object. Article 500 of the Civil Code stipulates that, everything that is due to the law of attachment is included in an object, such as all the results of the object, whether natural or human work, as long as the latter is attached to the object like branches and roots attached to the soil, all of that is part of the object. Based on the concept of the law of attachment in Article 500 of the Civil Code, ornamental fish can be interpreted as objects. The logical basis for this statement is that: First, ornamental fish will always be placed in a container such as a pond, reservoir, glass jar, and so on. Second, the container where the ornamental fish is placed is essentially an object, in this case a tangible object. Third, because the ornamental fish is placed in a container that can essentially be believed to be a tangible object, the ornamental fish will become one with its container so that based on the law of attachment it can also be declared an object.

The nature of ornamental fish as objects can also be interpreted based on Article 507 paragraph 3 of the Civil Code which stipulates that, because its purpose is included in the concept of immovable objects in land ownership: a nest or pile of fat is intended for fertilizing the soil; pigeons are included in a flock, bird nests that can be eaten, as long as they have not been picked; fish in a pond. Based on the provisions of the above article, it can be believed that ornamental fish in a pond are essentially immovable objects due to the application of the law of attachment. Although ornamental fish in a pond can be qualified as immovable objects, under certain conditions based on Article 509 of the Civil Code ornamental fish can also be declared as movable objects due to their nature, this is because ornamental fish can move by themselves or be moved. For example, ornamental fish can move by themselves from one habitat to another habitat in a certain season. In buying and selling, ornamental fish can be moved from the seller's pond to the buyer's pond.

Strengthening the interpretation that ornamental fish are essentially objects can also be based on Article 586 of the Civil Code which stipulates that the right to take wild animals or fish is solely for the person who owns the land where the wild animals or water where the fish are located. The provisions of the above article also interpret that ornamental fish are essentially objects due to the application of the law of attachment, so that they can be used as objects of property rights as the phrase "controlled by property rights" in Article 499 of the Civil Code. Furthermore, Article 586 of the Civil Code can be linked to Article 600 of the Civil Code which stipulates that everything planted or sown in a yard belongs to the owner of the yard. The relationship is regarding ownership rights over an object. Based on Article 600 of the Civil Code, it can be interpreted that ornamental fish placed in a pond attached to a yard belong to the owner of the yard.

Based on the analysis that has been carried out in the previous paragraphs, it can be concluded that ornamental fish are essentially objects as objects of a sale and purchase agreement. In the sale and purchase of ornamental fish, every buyer certainly does not want to experience losses, although such losses can still

occur. In the event of a loss to one party, the party causing the loss must be responsible for that loss. Responsibility for the buyer's losses represents a form of guarantee, protection, and legal certainty. This is the substance of Human Rights (HAM) in the legal field based on Article 28D paragraph 1 of the 1945 Constitution (UUD 1945) and Article 3 paragraph 2 of Law Number 39 of 1999 concerning Human Rights (UU HAM). Both articles stipulate the same thing, that everyone has the right to recognition, guarantees, protection, and fair legal treatment, as well as to receive legal certainty and equal treatment before the law.

Referring to the Civil Code, the parties in a sale and purchase have obligations. Based on Article 1474 of the Civil Code, the seller has two main obligations: to hand over the goods and to bear the costs. Based on Article 1475 of the Civil Code, delivery is the transfer of goods that have been sold into the control of the buyer. Based on Article 1491 of the Civil Code, the obligation to bear the costs is to guarantee two things: safe and secure control of the goods sold and guarantee against hidden defects in the goods that could give rise to reasons for cancellation of the purchase. Based on Article 1513 of the Civil Code, the buyer's main obligation is to pay the purchase price at the time and place specified in the agreement. If the agreement does not specify the time and place of payment, then based on Article 1514 of the Civil Code, the buyer must pay at the place and time when delivery must take place. If the buyer does not pay the purchase price, then based on Article 1517 of the Civil Code, the seller can demand cancellation of the purchase.

The seller's liability for losses to the buyer, based on Article 1474 of the Civil Code in conjunction with Article 1491 of the Civil Code, focuses on losses resulting from defects in the goods. An item is considered defective if it is so defective that it no longer serves its intended purpose. There are times when an item contains hidden defects, the word hidden should be interpreted as defects that are not easily seen by people or buyers in general. An item is said to be defective or declared unable to fulfill the purpose for which it was made if it meets the following qualifications:

1. Product defects, namely the condition of the product not meeting product quality, the product is below consumer expectations, the product can harm the consumer's self and/or property.
2. Defective shape, namely the shape or design of the product does not meet the proper standards, so it can be detrimental to consumers.
3. Warning defects, namely the product is not equipped with information containing warnings or specific instructions regarding its use and storage, so that it can harm and/or endanger consumers.

The losses experienced by ornamental fish buyers when linked to the qualifications of the types of defects as described above, then the losses can occur because they meet the following defect qualifications:

1. Ornamental fish have product defects

This typically occurs in ornamental fish infected with Quarantine Fish Pests and Diseases (HPIK) that should have escaped quarantine but are circulating in the market. HPIK-infected ornamental fish have the

potential to cause significant losses, both due to health problems and fish mortality.

2. Ornamental fish have defects in their shape

Deformities in ornamental fish are usually caused by genetic abnormalities, HPIK, and packaging errors by sellers. Deformities in ornamental fish are related to abnormal anatomy, which reduces the fish's aesthetic value, which is precisely what is enjoyed from keeping ornamental fish.

3. Warning or information defects regarding ornamental fish

One of the most common information gaps concerns the origin of ornamental fish, whether they are wild-caught or captive-bred. The origin of ornamental fish is crucial because it is an indicator of their adaptability, which will influence how they are rehabilitated when moved to their new habitat. Incorrect information can also contribute to losses for ornamental fish buyers.

In addition to being regulated in the Civil Code, the obligations of sellers and buyers are also regulated in Law Number 8 of 1999 concerning Consumer Protection (UUPK). The obligations of business actors are regulated in Article 7 of the UUPK, while the obligations of consumers are regulated in Article 5 of the UUPK. Referring to the obligations of business actors in Article 7 of the UUPK, it seems that the responsibility of business actors is implied in Article 7 letter f of the UUPK which stipulates that business actors are obliged to provide compensation, compensation and/or replacement for losses due to the use, consumption and utilization of traded goods and/or services. The responsibility of business actors is also implied in Article 7 letter g of the UUPK which stipulates that business actors are obliged to provide compensation, compensation and/or replacement if the goods and/or services received or utilized do not comply with the agreement. Observing the obligations of business actors in Article 7 letters f and g of the UUPK, it can be said that the seller's obligation to guarantee the goods as stipulated in Article 1474 of the Civil Code in conjunction with Article 1491 of the Civil Code, is also regulated again in the UUPK.

Furthermore, the responsibility of business actors is reaffirmed in Article 19 paragraph 1 of the Consumer Protection Law which stipulates that business actors are responsible for providing compensation for damage, pollution, and/or consumer losses due to consuming goods and/or services produced or traded. The responsibility in Article 19 paragraph 1 of the Consumer Protection Law also relates to the seller's obligation to guarantee the goods as stipulated in Article 1474 of the Civil Code in conjunction with Article 1491 of the Civil Code. Although Article 19 paragraph 1 of the Consumer Protection Law does not use the term defect as in Article 1491 of the Civil Code, this article actually also accommodates responsibility for losses caused by defects. Defects are one of the factors that cause losses, thus Article 19 paragraph 1 of the Consumer Protection Law also regulates responsibility for losses due to defects. There are two important principles accommodated in Article 19 paragraph 1 of the Consumer Protection Law, including: (1) Product Liability, namely the responsibility of business actors towards consumers who experience losses due to defects inherent

in the product; (2) Professional Liability, namely the responsibility of business actors related to professional services provided to clients.

Referring to the concept of responsibility for losses to buyers as described in the paragraphs above, and considering that ornamental fish are essentially objects as objects of a sales and purchase agreement, then every provision in the Civil Code and the Consumer Protection Law that regulates responsibility can apply if losses occur to ornamental fish buyers. The form of compensation can refer to Article 19 paragraph 2 of the UUPK which stipulates that the form of compensation can be in the form of a refund or replacement of goods and/or services of the same type or equivalent value, or health care and/or the provision of compensation in accordance with the provisions of applicable laws and regulations. Referring to Article 19 paragraph 2 of the UUPK, the appropriate form of compensation in the event of a loss to an ornamental fish buyer is in the form of:

1. Refunds, including the following schemes: (a). Refund by the seller but the ornamental fish remains in the possession of the buyer, or (b). Refund by the seller and vice versa, the buyer also returns the ornamental fish to the seller.
2. Replacement of goods, includes the following schemes: (a). The seller replaces the ornamental fish with a similar type by considering the availability of the ornamental fish in the market, or (b). The seller replaces the ornamental fish with a different type but of equal value by considering that the previous ornamental fish is no longer available or is no longer available in the market. In relation to these two schemes, the parties can agree whether the buyer will retain possession of the previous ornamental fish or return the ornamental fish to the seller.
3. Treatment for ornamental fish that are experiencing health problems, this is considering that health problems in ornamental fish are one of the causes of losses for buyers, so starting from that condition, the form of compensation in the form of health care should also be applicable to objects of sale and purchase that are living creatures such as ornamental fish.

The compensation period under Article 19 paragraph 3 of the Consumer Protection Law is 7 days after the transaction date. This 7-day period is too short to apply to losses incurred by ornamental fish buyers. Regarding the ideal time period in terms of compensation for losses to ornamental fish buyers, a model can be offered where the seller is always considered responsible for the buyer's losses within a minimum period of 14 days. This is based on the consideration that the detection of ornamental fish infected with HPIK is based on symptoms that appear within a period of 1 to 14 days. In this case, it is assumed that the ornamental fish purchased by the buyer have been infected with HPIK since the first day the ornamental fish are in the buyer's hands, so the incubation period for HPIK until symptoms appear is between 1 and 14 days. Within this time frame, the buyer should have been able to see the symptoms of HPIK in his ornamental fish and immediately confirm any indication of loss with the seller.

If within 14 days the seller does not compensate the buyer's loss, and in the following days still does not compensate for the loss, then the seller can be

considered to have refused to take responsibility. In this condition, it can be stated that the business actor has committed an Unlawful Act (PMH). This is stated because the responsibility based on Article 19 of the UUPK uses the PMH (Tort) construction. PMH is regulated in Article 1365 of the Civil Code which stipulates that every unlawful act and causes loss to another person, requires the person who caused the loss due to his fault to compensate for the loss. Referring to the provisions of Article 1365 of the Civil Code above, every PMH will be the basis for the birth of legal responsibility. Legal responsibility based on the existence of an unlawful act exists to protect a person's rights. On the basis of the existence of PMH, then based on Article 23 of the UUPK the seller can be sued through the Consumer Dispute Resolution Agency (BPSK) or through the General Court at the buyer's domicile.

## **CONCLUSIONS AND RECOMMENDATIONS**

Ornamental fish are essentially objects as objects of sale and purchase agreements. This is based on the application of the law of attachment in Article 500 of the Civil Code. Based on the law of attachment, everything that is attached or linked to an object, whether due to natural factors or due to human actions, all become one unit with the object. Referring to the concept of the law of attachment, ornamental fish that occupy a container, either due to natural factors (for example, ornamental fish that live in a lake), or due to human actions (for example, ornamental fish kept in a pond), will become one unit with the container, so that the ornamental fish are also objects due to the application of the law of attachment.

All provisions relating to seller liability in Indonesia apply in the event of losses to ornamental fish buyers. General provisions regarding seller liability are regulated in Article 1474 of the Indonesian Civil Code in conjunction with Article 1491 of the Indonesian Civil Code. Specifically, seller liability is regulated in Article 19 of the Consumer Protection Law, which broadly stipulates that the seller is always considered responsible for any losses to the buyer. Compensation that can be provided includes a refund, replacement of ornamental fish of the same type or equivalent value, or health care for the ornamental fish. The time period compensation The ideal timeframe is a minimum of 14 days from the first day the ornamental fish is in the buyer's possession. Sellers who refuse to provide compensation may be deemed to have committed PMH and can be sued through the BPSK or a general court.

The definition of ornamental fish and other living creatures, with the exception of humans, as objects needs to be explicitly regulated in the Civil Code. This is because not everyone can easily understand the meaning of objects based on the law of attachment. If this definition is not implemented, there will continue to be differences in perception among individuals regarding the nature of ornamental fish as objects of sale and purchase. Another implication is that it is not impossible that consumer disputes will result in diverse decisions due to differences in interpretation regarding the nature of ornamental fish as objects of sale and purchase. Because the classification of types of objects in the Civil Code does not fully accommodate the characteristics of objects of sale and purchase that

are living creatures such as ornamental fish, the Civil Code will need to define the classification of types of living and inanimate objects in the future.

### **FURTHER STUDY**

Further research can add a model for regulating responsibility for the sale and purchase of ornamental fish in the form of a written agreement by including standard clauses on each transaction proof in the form of a purchase receipt. This clause can serve as written evidence of the seller's willingness to accept responsibility for any contractual relationship. This willingness to accept responsibility in the form of a standard clause also serves as a layered form of protection for the buyer, thus ensuring the buyer's comfort, security, and legal certainty regarding compensation.

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### **REFERENCES**

- Azmi, H., Indriyanti, D.R., dan Kariada, N., 2013, Identifikasi Ektoparasit Pada Ikan Koi (*Cyprinus Carpio* L) di Pasar Ikan Hias Jurnatan Semarang, Unnes Journal of Life Science, P-ISSN: 2252-6277, E-ISSN: 2528-5009, Vol. 2, No. 2.
- Banu Ariyanto, Hari Purwadi, dan Emmy Latifah, 2021, "Tanggung Jawab Mutlak Penjual Akibat caTersembunyi Dalam Transaksi Jual Beli Daring", Jurnal Refleksi Hukum, P-ISSN 2541-4984, E-ISSN 2541-5417, Vol. 6, No. 1.
- Bing Waluyo, 2021, "Kajian Terhadap Cacat Tersembunyi Dalam Perjanjian Jual Beli Benda Bergerak", Jurnal Cakrawala Hukum, P-ISSN: 1411-2191, E-ISSN: 2723-0856, Vol. 23, No. 1.
- Diantha, I.M.P., 2019, Metodologi Penelitian Hukum Normatif (Dalam Justifikasi Teori Hukum), Cetakan Ke-3, Prenadamedia Group, Jakarta.
- Djaja S. Meliala, 2012, Penuntun Praktis Hukum Perjanjian Khusus Jual Beli, Sewa Menyewa, Pinjam Meminjam, Cetakan ke-1, Nuansa Aulia, Bandung, hlm. 3.
- Inge Dwisvimiar, 2011, Keadilan Dalam Perspektif Filsafat Ilmu Hukum, Jurnal Dinamika Hukum, P-ISSN: 1410-0797, E-ISSN: 2407-6562, Vol. 11, No. 3.
- John Rawls, 1971, A Theory of Justice, (Revised Edition), Harvard University Press, United States of America.
- Marzuki, P.M., 2007, Penelitian Hukum, Edisi ke-1, Cetakan ke-3, Kencana Prenada Media Group, Jakarta.
- Niru Anita Sinaga, 2018, Peranan Asas-Asas Hukum Perjanjian Dalam Mewujudkan Tujuan Perjanjian, Binamulia Hukum, E-ISSN : 2656-856X, P-ISSN : 1410-0088, Vol. 7, No. 2.
- Nasawida, M.D.P., dan Minarni, S., 2022, Perlindungan Hukum Terhadap Risiko Jual Beli Benih Ikan Jarak Jauh Melalui E-Commerce, Jurnal Jendela Hukum dan Keadilan, ISSN: 2407-423, Vol. 8, No. 2.
- Nugroho, S.A., 2008, Proses Penyelesaian Sengketa Konsumen Ditinjau Dari Hukum Acara Serta Kendala Implementasinya, Edisi ke-1, Cetakan ke-1, Kencana Prenada Media Group, Jakarta.

- Rai Mantili, 2019, Tanggung Jawab Renteng Ganti Kerugian Immateriil Atas Perbuatan Melawan Dihubungkan Dengan Asas Kepastian Hukum, *Jurnal Bina Mulia Hukum*, P-ISSN: 2528-7273, E-ISSN: 2540-9034, Vol. 4, No. 1.
- Sobang, U.L., Tesis: Tanggung Jawab Para Pihak Dalam Perjanjian Jual Beli Meubel Antara UD. Kusuma Jati Salatiga Dengan Pembeli, (Semarang: Program Studi Magister Kenotariatan Universitas Diponegoro, 2008).
- Umardani, M.K., 2021, Jual Beli Berdasarkan Kitab Undang-Undang Hukum Perdata dan Hukum Islam (Al Qur'an-Hadist) Secara Tidak Tunai, *Journal of Islamic Law*, P-ISSN: 2620-8865, E-ISSN: 2614-4824, Vol. 4, No. 1.
- Wicaksono, A., 2020, Aktivitas Fisik Yang Aman Pada Masa Pandemi Covid-19, *Jurnal Ilmu Keolahragaan Undiksha*, P-ISSN: 2613-9693, E-ISSN: 2613-9685, Vol. 8, No. 1.
- Zulham, 2013, *Hukum Perlindungan Konsumen*, Edisi-1, Cetakan ke-1, Kencana Prenada Media Group, Jakarta.