

Legal Review of Electronic Commerce-Based Buying and Selling on the Shopee Platform Against Consumers Using Shopee PayLater

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ABSTRACT

Online buying and selling is the buying and selling of goods and services through electronic media, especially through the internet or online. Shopee paylater is a buy now pay later method provided by the Shopee platform that allows consumers to pay for a transaction at a later date, either in one payment or in installments. Shopee PayLater is making a purchase first and paying for it the following month or by installment method over several months. The research method explains in detail how the research was conducted. The research method used is descriptive qualitative research with a normative juridical approach. The Legal Review of Electronic Commerce-Based Selling and Buying on the Shopee Platform Against Consumers Using Shopee PayLater is clearly regulated in the Civil Code, Law Number 8 of 1999 concerning Consumer Protection and Law Number 19 of 2016 amending Law Number 8 of 2008 concerning Electronic Information and Transactions.

Keywords: *Tinjauan Hukum, Perdagangan Elektronik, Platform Shopee, Shopee PayLater.*

INTRODUCTION

Online buying and selling is the buying and selling of goods and services carried out through electronic media, especially via the internet or online. Buying and selling via the internet is a buying and selling contract that is carried out using electronic means, both in the form of goods and services. E-Commerce is one of the results of the application of the internet (in this case the digital economy) in the economic field. The term e-commerce is defined as a process of buying and selling both goods and services that are carried out electronically by utilizing the use of the internet and existing digital networks or technologies (Kurniawati, 2019). E-commerce transactions are also a form of agreement between business actors and consumers in making purchases online. This agreement can be referred to as a sale and purchase agreement which creates rights and obligations that must be fulfilled (Kurnia & Martinelli, 2021).

One of the most rapidly growing parts of the information technology field is the internet (interconnection networking). Currently, one of the most developed trading activities in cyberspace in relation to the use of the internet is electronic commerce (Putra, 2015). Shopee is an application engaged in online sales or e-commerce that can be accessed easily using a smartphone. Shopee paylater is a buy now pay later method provided by the Shopee platform that allows consumers to pay for a transaction at a later date, either in one payment or in installments (Seri Mughni Sulubara et al., 2024).

The Shopee platform is the leading online shopping platform in Southeast Asia and Taiwan. Launched in 2015, Shopee is a platform that is customized for each region and provides customers with an easy, safe, and fast online shopping experience through strong payment and logistics support that is affordable, convenient, and fun. Shopee PayLater applies a peer-to-peer lending system which is a platform that brings together lenders and borrowers through the internet. The presence of Shopee PayLater in the Shopee application attracts the interest of many consumers who want to try online transactions using this method (Risukmasari, 2024). Peer to peer lending (P2P Lending) is one of the fintechs that attracts a lot of public attention. The presence of P2P lending provides convenience facilities to people who need fast online transactions (Seri Mughni Sulubara, 2024).

The rapid and increasing development of the e-commerce industry has led to the presence of many new e-commerce companies with a number of attractive benefits and utilities, resulting in fierce competition between leading companies. A business needs to have its own character in order to increase consumer purchasing decisions when competing. For example, television and social media advertisements are short, within minutes or even seconds, where the company's tagline becomes very meaningful. Taglines must be creative and unique to attract consumer attention and convince potential buyers to buy marketed products (Anisa Fitri, 2022). The problems that occur in electronic commerce-based buying and selling on the shopee platform for consumers using shopee paylater are regarding the payment method and the trading procedure. Whether in the buying and selling procedure carried out there are elements of fraud, uncertainty, and or coercion. Because in legal review, if online buying and selling is carried out when there are elements that have been mentioned earlier, then the law of buying and selling becomes invalid and can be null and void.

METHODS

The research method explains in detail how the research was conducted. The research method used is descriptive qualitative research with a normative juridical approach. Descriptive research is research that seeks to describe an event or event that occurs directly, real, realistic, actual. Research on the legal review of electronic commerce-based buying and selling in the shopee platform against consumers using shopee paylater is carried out by means of descriptive qualitative research with a normative juridical approach. The data collection technique or instrument used is library research by studying various books as literature, official documents, laws and regulations, results of previous research, and other literature sources related to the problems studied (Soekanto, 2010). The purpose of this study is to determine the legal review of electronic commerce-based buying and selling in the shopee platform against consumers using shopee paylater, whether in the buying and selling procedures carried out there are elements of fraud, obscurity, and or coercion.

RESULT AND DISCUSSION

The development of technology cannot be separated from the development of this era. With the advancement of technology, humans are facilitated in all aspects of life including in fulfilling their daily needs. One sign of technological progress is the existence of the internet. Talking about digital business (ecommerce) electronic commerce has now become a trend in society and if technological developments continue to occur there will be a shift from conventional trade to electronic commerce on a large scale (Silalahi et al., 2022). Because the internet has a very wide and worldwide reach, it makes it easier to communicate and provide information. Not only that, the internet can be used as a means of buying and selling online which is often referred to as e-commerce. E-commerce (Purwanti & Pujawati, 2021).



Figure 1. Shopee

Technology has been widely used in various fields such as trade, companies, banking, education and health to make it more efficient and cut costs. In trading activities, changes in the use of information media have caused a shift and paradigm shift from traditional trading systems to electronic trading systems. This form of electronic commerce leads to online buying and selling of goods and services, known as e-Commerce (Nasution et al., 2020). Technology has been widely used in various fields such as trade, companies, banking, education and health to make it more efficient and cut costs. In trading activities, changes in the use of information media have caused a shift and paradigm shift from traditional trading systems to electronic trading systems. This form of electronic commerce leads to online buying and selling of goods and services, known as e-commerce (Alexandra Exelsia Saragih Muhammad Fadhil Bagaskara, 2023).

Financial Technology or FinTech is the result of a combination of financial services with technology that ultimately changes the business model from conventional to moderate, which initially in paying must be face-to-face and carry a number of cash, can now make remote transactions by making payments that can be made in a matter of seconds (Sulubara, 2023). E-commerce is business activities involving consumers,

manufacturers, service providers, and intermediaries using computer networks, i.e. E-commerce covers the entire spectrum of commercial activities. According to the World Trade Organization (WTO), the scope of e-commerce includes the production, distribution, marketing, sale, and delivery of goods or services through electronic means (Eka, 2013). Shopee PayLater is a form of e-commerce transaction.



Figure 2. Shopee PayLater

The Paylater payment method has been provided by a number of platforms that provide online financial services, e-commerce services, and e-wallets to diversify products in the field of credit financing. Shopee is one of the Paylater payment platforms. Shopee PayLater as the number one choice for when using Pay Later, with the convenience provided such as the ease of completing the registration process and the transaction process that does not take much time (Stevan et al., 2024).

Today, Shopee is becoming one of the exploding marketplaces in Indonesia. In Southeast Asia, Indonesia, Philippines, Malaysia, Singapore, Thailand, Vietnam, and Taiwan, Shopee is the leading Mobile Platform for Online Retail that lets you enjoy a fun, simple, and reliable digital shopping experience with your mobile phone. Shopee in Indonesia can register to sell goods and buy many tantalizing offers at low prices and free shipping (Sari et al., 2023). The ease of online shopping here is because it can be accessed via cellphone and there are many offers (promos) to attract potential Shopee users, one of which is the ease of shopping using Shopee PayLater (Hadi, 2020).



Figure 3. Advantages of PayLater

Law No. 8/1999 on Consumer Protection (UUPK) aims to create a consumer protection system that contains elements of legal certainty. Therefore, talking about consumer protection means questioning the guarantee or certainty of the fulfillment of consumer rights. If one party does not fulfill the agreement, it can be considered as a breach of promise or default. Thus, e-commerce transactions have legal consequences that regulate the rights and obligations between business actors and consumers. However, the 1999 GCPL only regulates the rights and obligations of consumers which are still limited to conventional trade and not all legal subjects can perform legal acts. Obligations and rights in e-commerce transactions are regulated in Law Number 8 Year 1999 on Consumer Protection.

All of that with the aim of the interests of the Indonesian people. then buying and selling online can be associated with the Electronic Information Technology Law (ITE). Discussion to protect the interests of consumers is regulated in Article 28 paragraph 1 of Law No. 19 of 2016 concerning ITE. Article 18 paragraph 1 of the ITE Law states that electronic contracts must have the same legal force as conventional contracts. Law Number 19 of 2016 concerning Amendments to Law Number 11 of 2008 concerning Electronic Information and Transactions, in addition to other conventional evidence in accordance with the Criminal Procedure Code (KUHP).

In the rules of online commerce, the Civil Code can be applied, namely articles 1313 and 1320 of the Civil Code. The conditions of an agreement mentioned in this article are understood if there is an agreement the parties are able to carry out, there is a cause of certain things and contains a *halal causa*. The subjective requirements of an agreement include the existence of an agreement and the parties. In addition, contracts made in writing or online are subject to the principle of freedom of contract, which is summarized in the provisions of Article 1338 of the Civil Code “. In the Criminal Code, both fraud that occurs online and conventionally can be treated the same as conventional offenses

regulated in the Criminal Code (KUHP). In general, the regulation of a criminal offense of fraud is contained in Article 378 of the Criminal Code.

Legal Review of Electronic Commerce-Based Buying and Selling in the Civil Code

Article 1313 of the Civil Code reads "An agreement is an act by which one or more people bind themselves to one or more other people". Agreements consist of various types, such as named agreements (*nominaat*) and unnamed agreements (*innominaat*). A named agreement is an agreement that is regulated and named by the legislator, while an unnamed agreement is an agreement that is not regulated in the Civil Code but exists in society. One of the nameless agreements that is often encountered in society is a credit agreement. One e-commerce company that offers credit is Shopee. Shopee offers credit in the form of funds called *shopee paylater* (Firdaus & Toto Tohir Suriaatmadja, 2023). An agreement is an act by which one or more people bind themselves to one or more other (Seri Mughni Sulubara et al., 2024).

The Civil Code regulates the definition of an agreement. Apart from the definition of agreement in the Civil Code, the conditions for the validity of an agreement are also regulated in Article 1320 of the Civil Code. The conditions for the validity of an agreement are (Jamal & Raya, 2021):

- a. Those who bind themselves agree;
In online buying and selling, the party that provides the offer is the seller, in this case offering goods through websites or other online sites. All internet users can freely enter to see these offers to buy the goods offered. If the buyer is interested in buying an item, the buyer only needs to click on the item that suits his wishes, usually after the order reaches the seller, the seller will send a chat or by telephone to confirm the order to the customer.
- b. Ability to create an engagement;
In an online buying and selling relationship where the two parties (seller and buyer) do not meet physically (face to face), it is rather difficult to see directly the condition of capability for the seller and buyer. Because it is possible that the buyer who purchases a product offered by the seller turns out to be incapable, for example, the age is not yet classified as an adult, or it also turns out that he is a person who is being taken or guardianship.
- c. A lawful cause;
In online buying and selling transactions where sellers offer goods traded on online sites, they always convey or describe the type of goods and other information about these goods, both quality and type and size. Of course, in such circumstances, it means that the objective requirements for the validity of an agreement, including a sale and purchase agreement according to the Civil Code in this case, have been fulfilled in the online sale and purchase agreement.
- d. A certain thing
In online buying and selling, the seller makes an agreement with the buyer

by offering goods on an internet site which certainly must not conflict with the law, decency, and public interest so that this buying and selling agreement can run smoothly and does not cause chaos that is contrary to the law, decency, and public interest.

Legal Review of Electronic Commerce-Based Buying and Selling in Law Number: 8 of 1999 concerning Consumer Protection (UUPK)

Article 4 of the GCPL states that consumer rights include; the right to choose goods and/or services and to obtain these goods and/or services in accordance with the exchange rate and the conditions and guarantees promised; the right to correct, clear, and honest information regarding the conditions and guarantees of goods and/or services; the right to compensation, compensation and/or replacement, if the goods and/or services received are not in accordance with the agreement or not as they should be; etc. (Aulia et al., 2016).

On the other hand, the obligations for business actors in accordance with Article 7 of GCPL include; providing correct, clear and honest information regarding the conditions and guarantees of goods and/or services as well as providing explanations for use, repair and maintenance; providing compensation, compensation and/or replacement if the goods and/or services received or utilized are not in accordance with the agreement, etc. Article 7 of GCPL regulates the obligations of business actors, among others (Nugrahaningsih & Erlinawati, 2017):

- a. Have good faith when conducting business.
- b. Provide actual, clear, and honest information about the condition and guarantee of goods/services and provide clarity on the use, repair and maintenance of the products it sells.
- c. Not discriminatory, so as to treat or serve consumers correctly and honestly.
- d. Guarantee the quality of goods and services it produces based on the provisions of the applicable quality standards for goods and services.
- e. Allow consumers to test, and/or try out goods and provide a warranty on goods made or traded.
- f. Provide compensation in the form of compensation or replacement for losses due to the use, use, and utilization of goods and or services traded.
- g. Provide compensation or compensation in the form of replacement goods if the goods or services received or utilized are not in accordance with those offered.

Law Number 8 Year 1999 on Consumer Protection has regulated the responsibility of business actors in sale and purchase agreements with consumers. Article 24 states “business actors who sell goods and/or services to other business actors are responsible for compensation claims and/or consumer lawsuits if (Handriani et al., 2020):

1. Other business actors sell to consumers without making any changes to the goods and/or services;

2. The other business actor, in the sale and purchase transaction, is not aware of any changes to the goods and/or services made by the business actor or is not in accordance with the sample, quality, and composition.

Legal Review of Electronic Commerce-Based Buying and Selling in Law Number 19 of 2016 concerning Amendments to Law Number 11 of 2008 concerning Electronic Information and Transactions

The validity of online buying and selling agreements is regulated in Law Number 19 of 2016 amending Law Number 11 of 2008 concerning Information and Electronics in the electronic transaction section even though it is not specifically mentioned, Article 17 number 2 of Law Number 19 of 2016 amending Law Number 8 of 2008 concerning Electronic Information and Transactions explains that the parties to an Electronic Transaction must make good faith in interacting and/or exchanging Electronic information and/or Electronic Documents during the transaction. Article 17 number 2 explains that the exchange of information is the object of an electronic transaction, namely online buying and selling (Endi Suhadi, 2021).

Sale and purchase transactions carried out through electronic devices in electronic transactions must have the same legal force as conventional contracts. As specified in Article 18 paragraph (1) UUIE which reads “Electronic transactions that are poured into Electronic Contracts are binding on the parties”.¹⁷ The parties who bind each other come from an agreement agreed by each party, as contained in Article 1320 of the Civil Code regarding the agreement of the parties which takes precedence to continue every action in an agreement. Law No. 11/2008 on ITE is a form of responsibility that must be carried out by the state and has been revised into Law No. 19/2016 on ITE, to provide maximum protection for all activities of utilizing information and communication technology in the country to be well protected from potential crimes and misuse of technology (Siregar, 2019).

The development of online buying and selling is regulated in Law No. 11 of 2008 concerning Electronic Information and Transactions, abbreviated as ITE Law. As a consumer, you must be observant in buying an item. Usually in an online buying and selling transaction there is an agreement between business actors and consumers. Law Number 11 of 2008 concerning Electronic Information and Transactions, Article 19 of the law on information and electronic transactions states that parties to electronic transactions must use an agreed electronic system. So before conducting an electronic transaction, the parties agree on the electronic system that will be used to conduct the transaction, unless otherwise determined by the parties, the electronic transaction occurs when the transaction offer sent by the sender has been received and approved by the recipient as specified in Article 20 paragraph (1) of the electronic information and transaction law (Ridwansyah, 2021).

CONCLUSION

Shopee is an application engaged in online sales or e-commerce that can be accessed easily using a smartphone. Shopee paylater is a buy now pay later method provided by the Shopee platform that allows consumers to pay for a transaction at a later date, either in one payment or in installments. Shopee PayLater is making a purchase first and paying for it the following month or by installment method over several months. The Legal Review of Electronic Commerce-Based Selling and Buying on the Shopee Platform Against Consumers Using Shopee PayLater is clearly regulated in Article 1320 of the Civil Code, Article 24 of Law Number 8 of 1999 concerning Consumer Protection and Article 18 of Law Number 19 of 2016 amending Law Number 8 of 2008 concerning Electronic Information and Transactions.

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