

# SPayLater Installments Loans on The Civil Code Perspective

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DOI: [xx.xxxxx/dilar.vxxxix.xxx](https://doi.org/xx.xxxxx/dilar.vxxxix.xxx)

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## Abstracts

This paper aims to analyze paylater installments Loans on SPayLater feature from the perspective of the Civil Code. The type of writing used is normative with a Statutory and Case Approach then analyzed using data analysis techniques with deductive logic. The results of this writing show that Electronic Money Loans on Shopee pay later are reviewed from Article 1365 of the Civil Code which confirms that "everyone who commits unlawful acts is required to compensate for losses arising from his mistakes". The compensation is in the form of a fine given by the Shopee party to SPayLater users who are late in paying bills that have become a mutual agreement with Shopee parties so that users who are injured promises or in a legal language known as default (unlawful acts) must replace the losses as confirmed in Article 1365 of the Criminal Code, the number of fines given is 5% of the total bill addressed to the user.

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## Keywords

Consumer protection; Electronic money; E-Commerce; Paylater installment.

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## How to cite

Siti Mutmaina Suci Lasri Isra, Nur Mohamad Kasim, and Dolot Alhasni Bakung, "SPayLater Installments Loans on The Civil Code Perspective," *Disruption Law Review* 1, no. 1 (2023): 1–15.

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## INTRODUCTION

The progress of the times this is a factor in the emergence of various marketplaces in e-commerce,<sup>1</sup> a virtual (real) market where a market is a meeting place for buyers and sellers to make transactions. The marketplace is a third party that provides a forum for buying and selling actors, so various provisions apply to it. One of the marketplaces that is currently in great demand among millennials is Shopee, is an e-commerce platform launched in 2015 under the auspices of SEA Group headquartered in Singapore. Until now Shopee has expanded its reach to Malaysia, Thailand, Taiwan, Indonesia, Vietnam, and the Philippines.<sup>2</sup> Shopee is a web platform as well as a mobile application, Shopee Marketplace is an online shopping (e-commerce) platform that is very accessible to millennials, one of which is SPayLater.

SPayLater is an instant loan solution of up to Rp.750,000 that makes it easy for users to pay in 1 month without interest, or with 2- and 3-months installment facilities without the need for a credit card. Users can also apply for an additional limit of 1x for SPayLater owned.<sup>3</sup> Based on data obtained by the author, until now the SPayLater payment platform has issued accumulated loans reaching 52 trillion with the total accumulated number of borrowers reaching 8.1 million people with the number of active borrowers reaching 1.5 million people every year.<sup>4</sup>

In accordance with the phenomenon of the very rapid development of technological science,<sup>5</sup> so to do any activity is currently very easy to reach. Through the internet, one can get various sites that contain a wide variety of required information.<sup>6</sup> Therefore, nowadays we can do loans or loans online without having to go through a long process. The existence of online loans such as SPayLater makes it easier for us to get loans to meet our needs.

Information technology-based money lending and borrowing services such as those on SPayLater have been regulated in Article 1 number (3) of the Financial Services Authority (POJK) Regulation No. 77/POJK.1/2016 on Information Technology-Based Money Lending and Borrowing Services which states that: "*Information Technology-Based Money Lending and Borrowing Services is a financial service provider to bring lenders together with loan recipients in order to enter into loan agreements borrowing in rupiah currency directly through*

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<sup>1</sup> Ahmad, Fence M. Wantu, and Dian Ekawaty Ismail, "Constitutional Dialogue in Judicial Review at the Indonesian Constitutional Court: The Future Prospects," *Journal of Legal, Ethical and Regulatory Issues* 25, no. Special Issue 1 (2022): 1.

<sup>2</sup> Hoga Saragih and Rizky Ramdhany, "Pengaruh Intensi Pelanggan Dalam Berbelanja Online Kembali Melalui Media Teknologi Informasi Forum Jual Beli (FJB) Kaskus," *Jurnal Sistem Informasi* 8, no. 2 (October 23, 2013): 100–112, <https://doi.org/10.21609/jsi.v8i2.331>.

<sup>3</sup> Ah Khairul Wafa, "Tinjauan Hukum Ekonomi Syariah terhadap ShopeePay Later," *Jurnal Hukum Ekonomi Syariah* 4, no. 01 (June 25, 2020): 16–30, <https://doi.org/10.26618/j-hes.v4i01.3588>.

<sup>4</sup> Lentrera Dana Nusantara, "Apa Itu Lentrera Dana Nusantara (LDN)?," accessed January 5, 2023, <https://www.lentreradana.co.id/>.

<sup>5</sup> Ahmad, Novendri M. Nggilu, and Fence M. Wantu, *Hukum Konstitusi (Menyongsong Fajar Perubahan Konstitusi Indonesia Melalui Pelibatan Mahkamah Konstitusi)* (Yogyakarta: UII Press, 2020), 12.

<sup>6</sup> Marcel Danesi, *Pengantar Memahami Semiotika Media*, Cet. 1 (Yogyakarta: Jalasutra, 2010), 56.

*an electronic system using the internet network".<sup>7</sup>*

In general, a conventional credit agreement at the bank is first executed by an agreement between the bank and the customer to enter into a credit agreement, then the parties sign a credit agreement, and after that, the customer gets the money that has been promised. However, in the electronic online credit agreement on SPayLater, the parties involved are Shopee as the lender and users who have activated SPayLater as the borrower. The process of agreement and disbursement of electronic money loans at SPayLater is also easier than existing credit agreements with banks.

However, what if the implementation of receivable debt in providing the loan contains elements that harm the community as the recipient of the loan, as is the case with electronic money loans at SPayLater? These adverse elements include the imposition of fines for late payment of loans, additional if you choose to pay off a loan with an installment system of 2 times or 3 times, but it is not transparent and not promised at the beginning, there are administrative costs and restrictions on the use of loans for certain purposes only. In addition, money loans from SPayLater are not received by the borrower in real-time but will automatically become SPayLater balances to pay on the Shopee application.<sup>8</sup>

This kind of lending and borrowing instrument has no problem and legal in law perspective. However, legal issues will arise from the perspective of private law when the financial instrument is equipped with an interesting instrument, that is when the borrower returns the loan is required to add to the principal loan. The problem that arises with the implementation of electronic loans through SPayLater that has recently arisen is related to fines due to customers who are late making payments in accordance with the tempo set by the shoppe. There are users that still confused about this regulation, related to the number of fine provisions given by the shoppe was not conveyed when making an agreement before making a loan application process, so on this basis then the author saw that there was an unbalanced agreement process between the user and the creditor (Shopee) in terms of lending, which should be related to this fine notified at the beginning but only notified when a fine occurred to users, but on the one hand users should also perform agreed obligations to make payments in accordance with the agreed time provisions.

From the description above, it can be seen how important it is to understand SPayLater in order to compensate for the risks that may occur. Therefore, the author will focus to analyze the Electronic paylater installments Loans on SPayLater reviewed from 1365 of the Civil Code, to see related to the possibility of liability between users and also from electronic payment service providers, in this case, shopee parties, as eksplained in the paragraph above that it is not explained in relation to the mechanism of fines charged to users before agree to use SPayLater installments Loans to pay the bill.

<sup>7</sup> Republic of Indonesia, "Financial Services Authority Regulation (POJK) Number 77/POJK.1/2016 Concerning Information Technology-Based Money Lending and Borrowing Services" (2016) Article 1 point 3.

<sup>8</sup> Yulia Safitri, "Analisis Qard Dan Fatwa DSN No. 117/Dsn-Mui/Ii/2018 Terhadap Pinjaman Uang Online Di E-Comemmerce Shopee" (Bachelor Thesis, Surabaya, Universitas Islam Negeri Sunan Ampel Surabaya, 2021).

## METHOD

This type of research is empirical normative research, using a statutory and case approach. This research uses data analysis techniques with deductive logic, deductive logic or processing legal materials in a deductive way, namely explaining something that is general in nature then drawing it more specific conclusions.

## DISCUSSION AND ANALYSIS

### Electronic Money Loans on SPayLater reviewed from Article 1365 of the Civil Code

The contract of sale is one of the contracts regulated by the Civil Code. According to Article 157 of the Civil Code, a sale and purchase is an agreement in which one party promises to deliver the goods and the other party undertakes to pay the promised price. The words buy and sell indicate that one side of the bond is called sell and the other side is called buy. A term containing two (2) interactions is equivalent to the term *koop en verkoop*. This also means that one party cooperates (sells) and the other party cooperates (buys). In English buying and selling is called Only Sale which means to sell (seen only from the seller's point of view).<sup>9</sup>

The goods covered by the purchase contract must be at least identifiable in form and quantity at the time the title is transferred to the buyer.<sup>10</sup> For example, it is legal under the law to allow the purchase and sale of indicators obtained from a particular property at a certain time. The main (mandatory) elements of the contract of sale are goods and prices. According to the principles of consensus that animate the law of the contract, a contract of sale and purchase is formed at the time of the conclusion of an agreement on goods and prices, so that a valid contract of sale and purchase is created.<sup>11</sup> The nature of the sale and purchase agreement is provided for in Article 1458 of the Civil Code, which reads: "The purchase occurs between two parties as soon as the person reaches an agreement on the goods and price. ., even though he did not bring the goods and was not priced."

Based on this, it is necessary to review the legal regulations and mechanisms for buying and selling online through SPayLater according to Indonesian post which above law,<sup>12</sup> should also refer to the common law provisions contained in the Civil Code. In continuing the buying and selling contract through SPayLater, it is not allowed to violate the general provisions of the sale and purchase contract according to the Civil Code, including the implementation of conditions related to the validity of the contract according to Article 1320 of the Civil Code.

Based on the foregoing, buying and selling is understood as an agreement to

<sup>9</sup> Neni Sri Imaniyati and Panji Adam Agus Putra, *Pengantar Hukum Perbankan Indonesia*, ed. Anna, Ed. Rev, Cet. 2 (Bandung: Refika Aditama, 2016), 56.

<sup>10</sup> Riri Rayhan Abdul Azis, "Legal Consequences of The Implementation of Reimbursement of Rights or Subrogation in Credit Activities," *Estudiante Law Journal* 3, no. 1 (February 10, 2021): 176, <https://doi.org/10.33756/eslaj.v0i0.15739>.

<sup>11</sup> Ibid.

<sup>12</sup> Ahmad Wijaya and Nasran Nasran, "Comparison Of Judicial Review: A Critical Approach To The Model In Several Countries," *JURNAL LEGALITAS* 14, no. 2 (October 31, 2021): 85–106, <https://doi.org/10.33756/jelta.v14i2.11809>.

exchange goods or goods whose value is mutually acceptable. The trade element is:<sup>13</sup>

- 1) There are sellers and buyers who both have to be sensible, of their own accord, mature and not redundant, aka not being extravagant.
- 2) There are goods or services traded and exchanger goods such as money, gold dinars, silver dirhams, goods or services. For items that are not visible because maybe elsewhere the name is greeting.
- 3) There is an agreement that is the saying of a transaction between the one who sells and the one who buys (the seller and the buyer).

Today, the Internet has a great influence on the development of managed businesses. Business is growing rapidly through online buying and selling media known as electronic buying.<sup>14</sup> Online shopping is known for its convenience to help you shop without wasting time and effort. Trading carried out in cyberspace does not create space and time boundaries between buyers and sellers. Online business is done on the basis of trust because buyers and sellers do not meet face to face when transacting. Pekerti and Herwiyanti said that the ease of online transactions can cause various problems, namely:<sup>15</sup>

- 1) The quality of the goods sold because the buyer does not see directly the goods to be purchased;
- 2) Potentially fraudulent because the buyer has already paid and the goods have not arrived, and
- 3) Potential to fail to pay because the purchased item has arrived and has not been paid.

In connection with online buying and selling is buying and selling goods and services electronically, especially via the internet or online. Fitria gave an example, buying and selling via the internet is an agreement to buy and sell goods or services that are carried out electronically. Buying and selling via the Internet is an agreed transaction by specifying certain characteristics, first the payment of the price and then the delivery of the goods.

Buying and selling via the internet is often referred to as online shopping or buying and selling through internet media. Ardhinata is a dynamic suite of technologies, applications, and business processes that connects businesses, consumers, and select communities through electronic exchanges and electronically conducted exchanges of goods, services, and information. Based on the above understanding, it can be concluded that buying and selling via the internet is buying and selling carried out through electronic media. Sellers and buyers do not have to meet or meet face to face to make buying and selling transactions. The buyer can determine the desired characteristics and type of goods and pay according to the advertised price. The seller then hands over the item to be bought or sold.<sup>16</sup>

Online buying and selling is buying and selling goods and services through electronic media, especially the internet or online. For example, online product sales can be done over

<sup>13</sup> Tira Nur Fitria, "Bisnis Jual Beli Online (Online Shop) Dalam Hukum Islam Dan Hukum Negara," *Jurnal Ilmiah Ekonomi Islam* 3, no. 01 (March 31, 2017): 52, <https://doi.org/10.29040/jiei.v3i01.99>.

<sup>14</sup> Elfira S Yusuf, "Criminal Enforcement against Illegal Cosmetic Business Actors," *Estudiante Law Journal* 2, no. 3 (October 9, 2020): 468–79, <https://doi.org/10.33756/eslaj.v2i3.14782>.

<sup>15</sup> Muhamad Izazi Nurjaman et al., "Jual Beli Online Dan Penentuan Hukum Yang Terjadi Di Dalamnya," *Al-Qanun: Jurnal Pemikiran Dan Pembaharuan Hukum Islam* 24, no. 2 (December 20, 2021): 24–25, <https://doi.org/10.15642/alqanun.2021.24.2.340-364>.

<sup>16</sup> Ibid.



the Internet, as Bukalapak.com, Berniaga.com, Tokobagus.com, Lazada.com, Kaskus, OLX.com, etc. do (including the Shopee application). can be mentioned.

Online commerce is a trade that is carried out electronically, without the need for face-to-face or face-to-face between the seller and the buyer in the transaction, but by determining the nature, characteristics and initial price of the goods. Increase. After that, we deliver the goods. The characteristics of an online business are:<sup>17</sup>

- 1) The occurrence of a transaction between two parties;
- 2) The existence of an exchange of goods, services, or information;
- 3) The internet is the main medium in the contract process or mechanism.

Online business (buying and selling) is basically the same as ordinary offline business. What distinguishes the two is the place or place where the business operates. Offline businesses are shops or fixed locations that sell goods and services, while online businesses use the internet as a medium of sales and advertising. Buyers and sellers do not meet in person, transactions based on trust.<sup>18</sup>

Verified online buying and selling is an activity where sellers and buyers do not have to meet in person to discuss or transact business. Second, what sellers and buyers use to communicate online. Examples: chatting on mobile phones, computers, phones, SMS, etc. In online sales transactions, sellers and buyers need a third party to arrange the delivery of goods by the seller and the delivery of money by the buyer.

Similar to the above trades, you can also buy and sell online through forums and online trading sites that have provided many commodities to trade. Not only that, we recommend using third-party services to keep your money safe to speed up your transactions and keep them safe. Buying and selling online has also proven positive because it is considered practical, fast, easy and cheap.<sup>19</sup>

Some people use credit in the Based on this, it is necessary to review the legal regulations and mechanisms for buying and selling online through SPayLater according to Indonesian post which the law feature on the Shopee application during the buying and selling process. From the previous explanation, we see that the legal relationship between the recipient and the lender is in the form of a credit agreement under Articles 1754 to 1773 of the Civil Code.

In Article 1754 which describes lending. A loan is a promise by one party to hand over to the other party the goods that have been used up, and the party must return the goods in the same state and amount. In the case described in this article. Based on this, it is necessary to review the legal regulations and mechanisms for buying and selling online through SPayLater according to Indonesian post which the law users act as consumers who enjoy the funds distributed by PT Lentera. It is not appropriate if the legal relationship exists only between the recipient and the lender, or between the P2P organizer and the lender. As is known, based on this, it is necessary to review the legal regulations and mechanisms for buying and selling online through SPayLater according to Indonesian post which the law users also have a legal relationship with PT Lentera, in this case Lentera acts

<sup>17</sup> Fitria, "Bisnis Jual Beli Online (Online Shop) Dalam Hukum Islam Dan Hukum Negara," 55.

<sup>18</sup> Ibid., 56.

<sup>19</sup> Alif Ilham Akbar Fatriansyah, "Bisnis Jual Beli Online Dalam Perspektif Islam," *Al Yasini: Jurnal Keislaman, Sosial, hukum dan Pendidikan* 5, no. 1 (May 21, 2020): 57–68.

as a business actor.<sup>20</sup>

The relationship between the parties and based on this, it is necessary to review the legal regulations and mechanisms for buying and selling online through SPayLater according to Indonesian post which the law is stated in the standard contract. In this case, the use of standard contracts aims to facilitate the transaction process between consumers and entrepreneurs. In addition, the contract further restricts or compromises the consumer's right to the content of the contract.<sup>21</sup> It is said to be balanced if there are negotiations in the making of the contract or agreement.<sup>22</sup>

### Liability by the Parties to SPayLater

To date, there are no laws or regulations that specifically regulate credit and credit agreements. To address this issue and the responsibility of the parties, reference is made solely to civil law. In essence, the existence of an agreement between the parties gives rise to obligations in the form of implementation by the other party. And if one of the parties does not carry out its obligations, then it is considered a break of promise or default. According to Subekti, failure can be divided into four types:<sup>23</sup>

- 1) Not doing a thing.
- 2) Do but not full.
- 3) Too late to meet.
- 4) Doing what is prohibited in the agreement.

Article 1239 of the Civil Code makes it clear that in the agreement, if the debtor is negligent in fulfilling his obligations, he is obliged to pay damages, costs and interest. In this case the defaulting party or the party designated as the beneficiary of the obligation under Article 1240 of the Civil Code, if any cause can request the cancellation of the agreement without prejudice to the right to receive damages, increase.

According to Article 1243 of the Civil Code, even if the debtor has violated his obligations, despite having been warned of his negligence, there is still a need for compensation for non-fulfillment of the terms of the agreement. Article 1238 of the Civil Code specifies that if a person with a warrant is found to be negligent or declares it to a person beyond the time specified in the order to carry out the duties specified in the order, that person is considered negligent and declared negligent. That person is obligated to fulfill the claimed obligations. At least three notices or *somasi* from the bailiff or creditor must be delivered to the debtor and the obligation must be made within the specified time limit.<sup>24</sup>

<sup>20</sup> Itok Dwi Kurniawan et al., "Perlindungan Hukum Terhadap Pengguna Pinjaman Uang Elektronik Shopee Pay Later," *Jurnal Global Citizen : Jurnal Ilmiah Kajian Pendidikan Kewarganegaraan* 10, no. 2 (December 3, 2021): 24–30, <https://doi.org/10.33061/jgz.v10i2.6694>.

<sup>21</sup> Jonneri Bukit, Made Warka, and Krisnadi Nasution, "Eksistensi Asas Keseimbangan Pada Kontrak Konsumen Di Indonesia," *DiH: Jurnal Ilmu Hukum* 14, no. 28 (August 1, 2018): 25, <https://doi.org/10.30996/dih.v0i0.1788>.

<sup>22</sup> Ibid.

<sup>23</sup> Sri Redjeki Slamet, "Tuntutan Ganti Rugi Dalam Perbuatan Melawan Hukum: Suatu Perbandingan Dengan Wanprestasi," *Lex Jurnalica* 10, no. 2 (n.d.): 107–20.

<sup>24</sup> Karina Pramithasari, "Analisis Yuridis Terhadap Wanprestasi Perjanjian Jual Beli Tanah Di Kota Batam," *Jurnal Petita* 3, no. 2 (2016): 174–213.

If the debtor does not fulfill his obligations at that time, the creditor can file a lawsuit with a subpoena as evidence that the person is in default, but all of them declare default. contract, it is determined on the basis of time and failure to perform at the time it is deemed to have failed.<sup>25</sup> According to the Jurisprudence of the Supreme Court on July 1, 1959 no. 186 K/Sip/1959, *somasi* must be in written form and not in the form of an authentic deed.

By entering into an agreement between the lender and based on this, it is necessary to review the legal regulations and mechanisms for buying and selling online through SPayLater according to Indonesian post which the law users, the parties are committed to performing their services by providing funds and returning loan funds. If any party is unable to perform the service, they can be sued in court for a tort suit, but before that it must be asked for *somasi* about the presence or absence and how the debtor's subsequent negligence is, if the *somasi* filing is not fulfilled, the victim can attach the *somasi* as evidence and demand compensation directly from the court.

### Responsibility of Business Actors

Business actors are obliged to provide appropriate and correct information to consumers in running their businesses. In addition, if the product deviates from the information actually provided, this is the responsibility of the entrepreneur until it is proven that the deviation is caused by the negligence of the consumer.<sup>26</sup>

As stipulated in Article 19 of the Consumer Protection Law, consumers can claim compensation directly to business actors if they feel contractually harmed because the goods are not in accordance with what is stated by the business actor. Claim damages a maximum of 7 days after the transaction. According to Sutarman and Ahmadi, in their book business actors are responsible for all consumer losses, not limited to product defects.<sup>27</sup>

In the event that a consumer demands compensation to a business actor not limited to a claim for compensation directly, a claim can be filed with the institution or court referred by the consumer. In Article 23 of the Consumer Protection Law on is domicile or domicile. Furthermore, Article 45 paragraph (2) of the Consumer Protection Law states that consumer disputes can be resolved in court or out of court, depending on the agreement of the parties.

In addition, dispute resolution agreements by consumer dispute resolution bodies (BPSK) are regulated in more detail in the Decree of the Minister of Industry and Trade of the Republic of Indonesia No. 350/MPP/Kep/12/2001. On the implementation of the obligations and authorities of BPSK. Article 4 paragraph (2) states that dispute resolution in BPSK is not a step-by-step or multi-step process but is an option for resolving disputes, and in the absence of a settlement agreement, the preferred choice is the consumer.<sup>28</sup>

<sup>25</sup> J. Satrio, "Beberapa Segi Hukum tentang Somasi (Bagian I)," hukumonline.com, October 21, 2010, <https://www.hukumonline.com/berita/a/beberapa-segi-hukum-tentang-somasi-bagian-i-lt4cbfb836aa5d0/>.

<sup>26</sup> Resta Relita Munte, "Assessing The Causes Of Household Abandonment," *Estudiante Law Journal* 3, no. 1 (February 10, 2021): 234–48, <https://doi.org/10.33756/eslaj.v0i0.15741>.

<sup>27</sup> Ahmadi Miru and Sutarman Yodo, *Hukum Perlindungan Konsumen*, Ed. Revisi (Jakarta: Rajawali Pers, 2008), 130.

<sup>28</sup> Kurniawan et al., "Perlindungan Hukum Terhadap Pengguna Pinjaman Uang Elektronik Shopee Pay Later," 29.



The description below shows that if consumers feel aggrieved, they can file a complaint with the court or directly through BPSK. However, if the consumer files a lawsuit in a public court, the consumer cannot sue for a violation of the Consumer Protection Law, only the reason for his disapproval.

To date, there are no laws or regulations that specifically regulate credit and credit agreements. To address this issue and the responsibility of the parties, reference is made solely to civil law. In essence, the existence of an agreement between the parties gives rise to obligations in the form of implementation by the other party. And if one of the parties does not carry out its obligations, then it is considered a break of promise or default. According to Subekti, failure can be divided into four types:

### **Consumer Liability**

In fact, the purpose of the Consumer Protection Law itself is to benefit the parties, so the Consumer Protection Law is not made solely to protect consumer rights. Article 6 letter (a) of the Consumer Protection Law describes the right of economic actors to be paid according to the agreement in advance. The Consumer Protection Law does not explain how to exercise these rights, but the regulation explains that business actors can exercise their rights if consumers have bad faith. As explained in Article 5 letter (d) of the Consumer Protection Law, consumers are required to comply with all legal remedies for resolving consumer protection disputes.

The Consumer Protection Law does not explain how economic actors can resolve disputes, but economic actors can demand compensation from consumers. The Financial Services Authority (OJK) Regulation No. 1 of 2014 states that financial service institutions and consumers can resolve disputes through dispute resolution institutions outside the court or in court. From this, it follows that economic actors have the same right to resolve disputes in alternative bodies of dispute resolution. The Consumer Protection Law also does not prohibit entrepreneurs who want to resolve disputes in a consumer-friendly manner. Therefore, economic actors can also apply for dispute resolution through the district court and BPSK.

### **Analysis of Electronic Money Loans on SPayLater Based on Article 1365 of the Civil Code**

After knowing the legal basis of the implementation of buying and selling through SPayLater, it is necessary to review the legal regulations and mechanisms for buying and selling online through SPayLater according to Indonesian law, which initially must meet the conditions for the validity of the agreement in Article 1320 of the Civil Code, then fulfill the provisions of the sale and purchase agreement in Article 1457 and Article 1458 of the Civil Code and then also elaborate on the provisions of the loan and loan agreement as regulated in Articles 1754-1773 of the Civil Code, then on this basis, in fact, in the implementation of completing loan applications through SPayLater, it is necessary to review the legal regulations and mechanisms for buying and selling online through SPayLater according to Indonesian law, it is based on an agreement between creditors (Shopee) and debtors (users) in civil relations. But as this activity progresses, users often ignore the obligation to pay bills, resulting in fines.

According to the provisions of Article 1365 of the Civil Code, "everyone who commits unlawful acts is obliged to compensate for losses arising from his mistakes". So if one reneges on the agreement that has been agreed at the beginning, then the violating party must be responsible for what is violated in the agreement, this violation has been stated in the contract that has been agreed by the user, that if the user (the debtor) is late in making payments, it will be subject to a fine in accordance with the provisions contained in the agreed agreement contract.

In this case, the agreement used is a loan and loan agreement to carry out buying and selling activities by Shopee to base on this, it is necessary to review the legal regulations and mechanisms for buying and selling online through SPayLater according to Indonesian post which the law users through organizers other than banks, in which an obligation is formed for them to fulfill achievements to the lender, and if the party is negligent or can be said to have defaulted, it will be subject to action in the form of a fine, whose amount has been described in detail in the agreement is 5% of the total bill.<sup>29</sup>

There are two types of Shope Based on this, it is necessary to review the legal regulations and mechanisms for buying and selling online through SPayLater according to Indonesian post which the law SPayLater services: Pay Now and Pay Later organized by PT Lentera Dana Nusantara. The second is the 2x, 3x, 6x, and 12x installment programs owned by PT Commerce Finance. These two companies in the financial industry are collaborating with Shopee to organize a cardless installment program. The implementation of this program is directly supervised by The Financial Services Authority (OJK) so that its security is guaranteed.<sup>30</sup>

In addition to using online media for product purchases through Shopee, you can also violate the implementation of product purchases by users (buyers). Because the purchase uses the Based on this, it is necessary to review the legal regulations and mechanisms for buying and selling online through SPayLater according to Indonesian post which the law feature/function which allows application users to make purchases of goods. Have money or funds. This means that the first payment will be paid by Shopee through Based on this, it is necessary to review the legal regulations and mechanisms for buying and selling online through SPayLater according to Indonesian post which the law, but the next user must pay or fill in Based on this, it is necessary to review the legal regulations and mechanisms for buying and selling online through SPayLater according to Indonesian post which the law according to the agreed period of time. If this is not the case, the purchaser/user of the application may be held legally liable for violating the terms of the contract.

The law provides that a valid treaty has the force of law. All contracts entered into under the law apply as laws to the person making the contract. This Agreement is irrevocable except by agreement of both parties or for legally valid reasons sufficient for its purposes. The contract must be concluded in good faith. With all these provisions, lawmakers point out that this is not only a matter of collective bargaining but also an anonymous contract. For such arbitrary terms, there is a principle known as the *partij*

<sup>29</sup> Gisi, "√ Denda Shopee Paylater 2023 : Penjelasan & Cara Bayar Denda," Idekredit.com, January 31, 2021, <https://www.idekredit.com/denda-shopee-paylater/>.

<sup>30</sup> Queena, "Bunga Shopee Paylater : Limit Pinjaman dan Tanggal Jatuh Tempo," *ViralOrchard* (blog), October 15, 2022, <https://www.viralorchard.com/bunga-shopee-paylater-limit-pinjaman-dan-tanggal-jatuh-tempo/>.

autonomy principle.<sup>31</sup>

Legislators want to use legal language to indicate that contracts must comply with the law. A valid or legally binding agreement. That is, the act of the agreement must comply with the provisions of Article 1320 of the Civil Code.<sup>32</sup> To get legal consequences for buyers who fail to pay Shopee Pay later, the buyer has duly failed to pay and can be classified as a defaulting party.

Based on the results of the writing carried out by the author by conducting an interview with one of the shopee paylater users, namely Faradila Abdul Azis, stated:<sup>33</sup>

*".. i used the Based on this, it is necessary to review the legal regulations and mechanisms for buying and selling online through SPayLater according to Indonesian post which the law feature for only a few months. and from the beginning of registration, it was never explained the range of late payment fines for Based on this, it is necessary to review the legal regulations and mechanisms for buying and selling online through SPayLater according to Indonesian post which the law installments I just found out when I was late paying bills suddenly a fine came out of 5% of the transaction and the late penalty payment system was in a way like Based on this, it is necessary to review the legal regulations and mechanisms for buying and selling online through SPayLater according to Indonesian post which the law bill payment as usual, the fine was directly added to my payment bill. if asked, I really feel at a loss because the Shopee does not inform the range of late fees before the bill. the reason I was late in making bill payments was that I couldn't afford to pay the bills."*

In contrast to Faradila Abdul Azis, based on interviews the author conducted with other sources, namely sister Eka Binanti Polutu, said that:<sup>34</sup>

*".. using shopee has been around two years for quite a long time, but using the Based on this, it is necessary to review the legal regulations and mechanisms for buying and selling online through SPayLater according to Indonesian post which the law feature about 1 year ago from the beginning of registration until now never know how much the late payment fee for Based on this, it is necessary to review the legal regulations and mechanisms for buying and selling online through SPayLater according to Indonesian post which the law installments if asked about the Based on this, it is necessary to review the legal regulations and mechanisms for buying and selling online through SPayLater according to Indonesian post which the law fine payment system I don't know it because I always pay on time."*

Furthermore, based on the results of an interview with Dwi Kasih Maharani Taib, who is also one of the active users of the Based on this, it is necessary to review the legal regulations and mechanisms for buying and selling online through SPayLater according to Indonesian post which the law service, she said that:<sup>35</sup>

<sup>31</sup> I Gusti Kade Prabawa Maha Yoga, Afifah Kusumadara, and Endang Sri Kawuryan, "Kewenangan Notaris Dalam Pembuatan Surat Keterangan Waris Untuk Warga Negara Indonesia," *Jurnal Ilmiah Pendidikan Pancasila Dan Kewarganegaraan* 3, no. 2 (December 26, 2018): 132, <https://doi.org/10.17977/um019v3i2p132-143>.

<sup>32</sup> Annisa Rahmania, Maman Surahman, and Panji Adam Agus Putra, "Tinjauan Hukum Ekonomi Syariah Terhadap Perlindungan Hukum Bagi Nasabah Pada Pelaksanaan Eksekusi Jaminan Pembiayaan Murabahah di Bprs Al Salaam Cabang Bandung," *Prosiding Hukum Ekonomi Syariah* 5, no. 1 (January 17, 2019): 163–69, <https://doi.org/10.29313/syariah.v0i0.14003>.

<sup>33</sup> Faradila Abdul Azis, the SPayLater users, November 28, 2022.

<sup>34</sup> Eka Binanti Polutu, the SPayLater users, November 28, 2022.

<sup>35</sup> Dwi Kasih Maharani, the SPayLater users, November 28, 2022.

*".. using the Based on this, it is necessary to review the legal regulations and mechanisms for buying and selling online through SPayLater according to Indonesian post which the law feature has been almost a year and has experienced a delay in paying the fine installments issued by Shopee at 5% per transaction without informing the user in advance and the system of collecting fines directly plus the addiction."*

From the explanation of the interview results to residents who use Based on this, it is necessary to review the legal regulations and mechanisms for buying and selling online through SPayLater according to Indonesian post which the law, it can be concluded that some Shopee users do not know how much the fine is and how to pay the fine but there are some users who know the late payment penalty for Based on this, it is necessary to review the legal regulations and mechanisms for buying and selling online through SPayLater according to Indonesian post which the law bills as said by Faradila and Dwi Kasih Maharani said the Based on this, it is necessary to review the legal regulations and mechanisms for buying and selling online through SPayLater according to Indonesian post which the law fine it is 5% of the bill but they know it when there is a delay in paying the bill while the payment of the fine will be made together with the bill payment.

Based on the results of the author's interview with Shopee customer service, Satria, who has been successfully contacted, said that the late payment penalty for ShopeePay Later is 5%, but the party from Based on this, it is necessary to review the legal regulations and mechanisms for buying and selling online through SPayLater according to Indonesian post which the law did not explain from the beginning of the agreement about the late fee for the Based on this, it is necessary to review the legal regulations and mechanisms for buying and selling online through SPayLater according to Indonesian post which the law fine because it has become a policy and provision from Shopee.<sup>36</sup> And regarding this matter, it is also confirmed from the interview of Based on this, it is necessary to review the legal regulations and mechanisms for buying and selling online through SPayLater according to Indonesian post which the law users also said that Shopee did not provide an explanation for the late penalty and how to pay it at the beginning of registration.

Based on the discussion as outlined by the author above, it can be concluded that based on the provisions as stated in Article 1365 of the Civil Code, which confirms that "everyone who commits unlawful acts is obliged to compensate for losses arising from his mistakes". The compensation is accumulated in the form of fines given by Shopee to Base on this, it is necessary to review the legal regulations and mechanisms for buying and selling online through SPayLater according to Indonesian post which the law users who are late in fulfilling their duties to pay bills that have become a mutual agreement with Shopee parties so that users who are injured promises or in legal language known as default (unlawful acts) must replace the losses as confirmed in Article 1365 of the Criminal Code.

However, what the author notes is that, related to the imposition of fines on users, it should be explained by Shopee before entering into an agreement with Based on this, it is necessary to review the legal regulations and mechanisms for buying and selling online through SPayLater according to Indonesian post which the law service users, this is intended to emphasize the agreement that will arise as required in Article 1320 of the Civil Code.

<sup>36</sup> Satria, Customer Service, November 28, 2022.

## CONCLUSION

Referring to the discussion, as outlined by the author on the author, the author can conclude that the Electronic Money Loan on Based on this, it is necessary to review the legal regulations and mechanisms for buying and selling online through SPayLater according to Indonesian post which the law is reviewed from Article 1365 of the Civil Code, based on the provisions as stated in Article 1365 of the Civil Code, which confirms that "everyone who commits unlawful acts is required to compensate for losses arising from his error". The compensation is accumulated in the form of fines given by Shopee parties to base on this, it is necessary to review the legal regulations and mechanisms for buying and selling online through SPayLater according to Indonesian post which the law users who are late in fulfilling their duties to pay bills that have become a mutual agreement with Shopee parties, so that users who are injured promises or in la egal language known as default (unlawful acts) must replace the losses as confirmed in Article 1365 of the Criminal Code, the amount of the fine given is 5% of the total bill addressed to the user.

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