

THE SETTLEMENT OF DEFAULT IN SHOPEE PAYLATER ELECTRONIC AGREEMENTS

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Abstract

Information technology-based lending and borrowing facilities such as Shopee Paylater actually have many conveniences for its users. Shopee Paylater is a form of money lending and borrowing services regulated in Article 1 number (3) of the Financial Services Authority Regulation (Peraturan Otoritas Jasa Keuangan/POJK) No. 77/ POJK.1/2016 concerning Information Technology-Based Lending and Borrowing Services. Although the form of the Shopee Paylater agreement is not written, the *Sunservanda Pacta* principles contained in Article 1338 paragraph (1) of the Civil Code are still valid. In practice, the Shopee Paylater has quite a lot of problems regarding breach of contract by Shopee Paylater users. Researchers are interested in discussing forms of breach of contract arising from the Shopee Paylater electronic agreement and efforts to resolve disputes that arise. The type of research used in this research is normative juridical research by examining literatures such as law and regulations. This study uses secondary data. The results obtained in the practice of information technology-based lending and borrowing services are two types of breach of contract, namely those who are not doing what they are determined to do and those who do what is promised but once it is overdue. The settlement of the Breach of Contract on the Shopee paylater electronic agreement has been stated in the terms and conditions which are carried out by deliberation to reach a consensus, but if it's still has not reach a consensus, it can be resolved by final level settlement through arbitration in Indonesia organized by the National Arbitration Board (Badan Arbitrase Nasional Indonesia/ BANI).

Keywords: *breach of contract, settlement, shopee paylater*

INTRODUCTION

The rapid development and the modernization of all forms of technology have resulted in a major change, including advanced changes in the trading system, both advances in transactions and in the way of selling. Prior to this rapid change in the trading system, transactions that were usually carried out by buyers were very limited where the transactions were carried out face-to-face between those who were buying and selling, but trading activities could be carried out in cyberspace, which is the reason because they can be connected without restrictions. With the advancement of technology, which influences it.¹

Advances in technology in the field of commerce, especially the existence of the internet, have made it easier for the global community without any limitations on distance, place and time and have made all forms of transaction more efficient. Transactions that are usually carried out directly turn into trading activities which are also called e-commerce activities related to buyers, services using the internet network.² Law Number 19 Year 2016 concerning Amendments to Law Number 11 Year 2008 concerning Electronic Information and Transactions (ITE Law) in Article 1 paragraph (2) states that "Electronic transactions are legal acts carried out using computers, computer networks and/or other media". Regulations regarding the operation of electronic systems by state administrators, individuals, business entities, and/or the public are regulated in Article 1 point 6 of the ITE Law. Article 2 paragraph 2 of Government Regulation Number 71 Year 2019 concerning Implementation of Electronic Systems and Transactions (PP 71/2019) explains that electronic system administrators include public and private spheres. Marketplace providers can be categorized as operators of private electronic systems that carry out electronic transactions between sellers and buyers. One of the organizers of the private sphere electronic system is Shopee.³ Shopee is said to be a private sphere electronic system because it is regulated and supervised by the ministry based on legislation.

Shopee is one of the well-known e-commerce media in Southeast Asia and Taiwan. Shopee made its first launch in 2015 and is a platform designed for the region. Shopee aims to provide its users with a shopping experience via the internet, with ease, speed and safety because it is supported by strong payments.⁴ Shopee is one of the marketplaces that are loved by millennials, which focuses on mobile applications compared to the web platform, where the mobile application gives accusations to transacting only through his cellphone.⁵ Many features have been launched by Shopee in order to meet consumer needs in using the Shopee application, such as flash sales, free shipping, cash on delivery (COD), Shopee games, Shopee Pay and Shopee Paylater.

Shopee Paylater is a "loan facility provided by the loan provider, namely PT Lentera Dana Nusantara and PT Commerce Finance which have been registered and supervised by the OJK (Financial Services Authority)".⁶ Shopee Paylater is a payment method provided by Shopee for several active users who have met the requirements as a form of easy transaction services in the form of instant loans with minimal interest rates and without a credit card. A very real form of technological advancement, loans or credit can be made online and through a short process. The existence of Shopee Paylater makes it easy for people to get loans to fulfill their daily needs.

Information technology-based lending and borrowing facilities such as those in Shopee Paylater have been regulated in Article 1 number (3) of the Financial Services Authority Regulation (POJK) No. 77/POJK.1/2016 concerning Information Technology-Based Lending and Borrowing Services which states that "Information Technology-Based Borrowing and Lending Services are the provision of financial services to bring lenders together with loan recipients in order to make a loan and borrowing

¹ Acika Permatasari, Kami Hartono, 2019, "*Tinjauan Yuridis Kontrak Perdagangan Melalui Internet (Studi Pada Toko Online Shopee di Semarang)*", Proceedings of the National Student Seminar Universitas Islam Sultan Agung Semarang, p.1

² Abdul Halim Barkatullah, *Hukum Transaksi Elektronik Di Indonesia Sebagai pedoman dalam Menghadapi Era Digital Bisnis e-Commerce di Indonesia*, (Bandung: Nusa Media, 2018), p. 11

³ Bernadetha Aurelia Oktavira, 2020, "*Kewajiban Aplikasi Marketplace untuk Menyediakan Fitur Cancel Order*", https://www.hukumonline.com/klinik/detail/ulasan/lt5d90b838b2abe/kewajiban-aplikasi-imarketplace-i-untuk-menyediakan-fitur-icancel-order-i/#_ftnref2, accessed on October 14, 2020

⁴ Shopee.co.id, 2020, "*Shopee is the leading e-commerce platform in Southeast Asia and Taiwan.*", <https://careers.Shopee.co.id/about/>, accessed on October 14, 2020

⁵ Marinda Agesthia Monica, 2020, "*Analisis Hukum Islam Terhadap Pinjaman Uang Elektronik Shopee Pay Later Pada E-Commerce*", (Undergraduate Thesis), State Islamic University of Sunan Ampel, Faculty of Sharia and Law, Department of Islamic Civil Law, Sharia Economic Law Study Program, Surabaya 2020, p. 3

⁶ Shopee.co.id, 2020, "*Bagaimana Cara Mengaktifkan Shopee Paylater?*", <https://help.Shopee.co.id/s/article/Bagaimana-cara-mengaktifkan-ShopeePaylaterShopee.co.id>, accessed on October 14, 2020

agreement in rupiah currency directly. Through an electronic system using the internet network".⁷

In the electronic credit agreement by Shopee Paylater, users who want to use this feature to apply for a loan must already be an active Shopee user, because not all users can use the Shopee Paylater feature in their payment method. The activation of the Shopee Paylater payment method is done through the Shopee application and will be checked by the Shopee team 2x24 hours. After Shopee Paylater has been successfully activated, the user in question can choose an available due date on the 5th and 11th of each month according to their own wishes.⁸ Finally, to become an agreement between the user and Shopee, the user only needs to click agree and with that, an electronic agreement is formed between Shopee user and Shopee Paylater.

The agreement according to Article 1313 of the Civil Code is "an act whereby one or more people bind themselves to one or more other people". In an agreement it is known as the principle of freedom of contract which is stated in Article 1338 paragraph (1) of the Civil Code which states that "All agreements which are legally made are valid as laws for those who make them." It can be interpreted that everyone can make an agreement with any content, there is freedom for every legal subject to make an agreement with anyone who wants with the desired content and form. The principle of freedom of contract means free for the parties to make an agreement/contract.⁹ As a form of embodiment of the principle of freedom of contract is the formation of an electronic agreement.¹⁰

The Shopee Paylater agreement is a form of electronic agreement. The suitability of a contract can be seen from Article 1320 of the Civil Code regarding the validity of an agreement.¹¹ The agreement must fulfill the validity conditions of the agreement contained in Article 1320 of the Civil Code. When the user agrees, there is an agreement between the two parties, so the user must follow the provisions in the Shopee Paylater rules. In this agreement, even though there is no written agreement, the principles of the *Sunservanda Pacta* contained in Article 1338 paragraph (1) of the Civil Code are still valid, where the Shopee Paylater agreement is binding and cannot be withdrawn unilaterally by Shopee and its users".¹²

Even though Shopee Paylater users already know and agree, in practice there are often defaults committed by Shopee Paylater users. One of them is by not making bill payments on time. As published in the Consumer Media electronic news on November 13, 2020, the news contained the title "My Shopee PayLater Bill Has Jumped Many Times." In Sartika's news, Shopee Pay Later owners initially really enjoyed the Shopee application. Sartika has never been negligent in paying cash or using other methods until one day she was given an offer using Shopee Paylater which caused a lot of confusion. One of them, the last time he used the Shopee application using his Paylater, at that time the use of Sartika was under 200 thousand rupiah. He was seriously injured and caused Sartika to be unable to make payments, then he got repeated phone calls from Shopee Paylater until he felt very depressed, especially at the beginning of the pandemic which was very difficult. In the end he blocked all phone numbers that came from calls from Shopee Paylater.¹³

When Sartika's condition began to improve and was able to do activities, she began to open a conversation with Shopee Paylater via telephone, but how surprised she was when she found out that the bill had jumped many times. Sartika said that he was willing to fulfill the payment, but all costs and expenses incurred were to be waived. Finally, Shopee Paylater asked him to send letters and complete personal data, in fact, until now there has been no further news regarding this matter. On the other

⁷ "Peraturan Otoritas Jasa Keuangan (POJK) No. 77/POJK.1/2016 regarding Information Technology-Based Lending and Borrowing Services, Article 1 point (3)

⁸ Shopee.co.id, 2020, "Bagaimana Cara Mengaktifkan Shopee Paylater?", <https://help.Shopee.co.id/s/article/Bagaimana-cara-mengaktifkan-ShopeePaylater> Shopee.co.id, accessed on October 14, 2020

⁹ Mariam Darus Badruzaman, "Hukum Perikatan Dalam KUH Perdata Buku Ketiga", (Bandung: PT Citra Aditya Bakti, 2015), p. 84

¹⁰ Dimas Febrian Syahputra, dkk, "Perlindungan Hukum Transaksi E-Commerce", 07 January-June 2015 edition of Privat Law, Sebelas Maret University Faculty of Law, p. 71

¹¹ Dimas Bagus Wicaksono, 2017, "Perlindungan Hukum Terhadap Konsumen Gojek (Layanan Transportasi Dengan Aplikasi Online) Dalam Perjanjian Aplikasi Go-Jek Berdasarkan Pasal 1320 KUHperdata", *Justitia Jurnal Hukum*, Fakultas Hukum Universitas Muhammadiyah Surabaya, Volume 1 No. 2 October, p. 322

¹² Nanda Saputra, 2017, "Penerapan Azas Hukum Pacta Sunt Servanda Dalam Penyelesaian Sengketa Perjanjian Pembiayaan Konsumen (Studi Kasus Putusan No.468/Pdt.SUS.BPSK/2015/PN.Mdn)", (Undergraduate Thesis), Medan Area University, Faculty of Law, Medan, p. 21

¹³ Media Konsumen, 2020, "Tagihan Shopee PayLater Saya Melonjak Berkali-kali Lipat", <https://mediakonsumen.com/2020/11/13/surat-pembaca/tagihan-shopee-paylater-saya-melonjak-berkali-kali-lipat>, accessed on November 25, 2020.

hand, Shopee Paylater collectors are unethical, as he has a lot of debt. Sartika felt aggrieved by the use of Shopee Paylater. He is still waiting for the response from the e-commerce party, to contact him again about solving the problem. Sartika, has promised to make a full payment from its use, but not with a fine from March 2020 until now¹⁴. Based on the description and explanation, the writer wants to do further research, namely the Settlement of Defaults in the Shopee Paylater Electronic Agreement.

The author found 3 (three) shapes that are lights, which have similarities. The following are similarities and differences between the four studies and this study:

Table 1.
Research Originality

| No. | Researcher Name, Year and Research Title | Similarity | Difference | Originality |
|-----|--|---|--|--|
| 1 | Marinda Agesthia Monica, 2020, "Islamic Law Analysis of Shopee's Electronic Money Loans Pay Later on E-Commerce" | Reviewing the electronic Shopee Paylater credit agreement | The object of research focuses on the analysis of Islamic law | The research object uses the Civil Code |
| 2 | Afrilian Perdana, 2014, "Settlement of Default in the Sale and Purchase Agreement via Electronic Media" | Using buying and selling transactions through electronic media as an object of research | Sources of data used are interviews with related parties | The data source used was added with a Shopee Paylater user questionnaire |
| 3 | I Dewa Agung Ayu Mas Puspitaningrat, 2018, "Defaults Conducted by the Debtor in the Implementation of the Credit Agreement at the Putra Dalem Batubulan Multipurpose Cooperative, Gianyar Regency" | Reviewing the settlement of default by the debtor | The object of research in default conducted by the debtor conventionally is cooperatives | The object of research in default conducted in electronic media by Shopee Paylater users |

METHOD

The research method aims to obtain correct knowledge about the object under study based on a series of steps recognized by the scientific community. The type of research used in this research is a normative juridical research method which is carried out by examining library materials or secondary data as the basic material for research by conducting a search of the regulations and literature related to the problem under study.¹⁵ The approach used in this research is the Statute Approach and the Case Approach.¹⁶ Sources of data used in this study are using secondary data. This research is collecting data through literature study, which is data collection by studying laws, books, scientific writings, internet data, and laws and regulations related to the problems studied. All of these are used as guidelines and a basis for research. The data analysis technique used in this research is the Descriptive Analysis writing technique, namely by describing in detail and systematically the problem and being analyzed based on legal theory as a scalpel over a series of data and regulations regarding the subject of research so that research results are obtained in the form of default settlement on the electronic shopee paylater agreement.

¹⁴ *Ibid.*

¹⁵ Soerjono Soekanto and Sri Mahmudji, *Penelitian Hukum Normatif, Suatu Tinjauan Singkat*, (Jakarta: Raja Grafindo Persada, 2003), p. 13

¹⁶ Kadarudin, *Mengenai Riset dalam Bidang Ilmu Hukum, Tipologi, Metodologi, dan Kerangka*, (Ponorogo: Uwais Inspirasi Indonesia, 2020), p/73

RESULTS AND DISCUSSION

Form of Default in the Shopee Paylater Electronic Agreement

As time goes on in implementing credit agreements via the internet, there are times when Shopee Paylater finds an imbalance in the fulfillment of its rights as an online credit service provider, such as not carrying out user obligations in making bills when goods/services that are the object of the agreement have been purchased by the buyer which has an impact on their existence. because of law. Legal consequences are "all consequences that occur from all legal acts committed by legal subjects against the law or other consequences caused by certain events which by the law itself has determined are considered to be legal consequences." Article 45 paragraph 1 of Government Regulation Number 71 Year 2019 concerning Implementation of Electronic Systems and Transactions states "Electronic transactions carried out by parties give legal consequences to the parties." It is this legal consequence that gives birth to a right and obligation for legal subjects. The legal consequence that arises from an engagement is that there are obligations for rights that must be fulfilled by each party involved in the engagement.¹⁷

The realization of the fulfillment of obligations by the parties is contained in "Article 1234 of the Civil Code. The article mentions three forms of achievement, namely "giving something, doing something, and not doing something. There are four kinds of sanctions or punishments, penalties or consequences that arise for the debtor who is negligent, namely: 1. Paying losses suffered by the creditor or in short, called compensation. 2. Cancellation of the agreement or also known as the agreement breakdown. 3. Transfer of Risk. 4. Pay the court fee, if it is brought to trial before the panel of judges".¹⁸

In terms of the agreement arising from User's agreement with Shopee Paylater contains several achievements in the form of rights and obligations that must be fulfilled by the User during the term of the agreement. That is, when these obligations are not fulfilled and are violated, it will cause losses or are called defaults.¹⁹

The legal basis for default is contained in Article 1238 of the Civil Code which reads "The indebted person is negligent, if he by means of a warrant or with a similar deed has been declared negligent, or for the sake of his own engagement, is if this stipulates, that the person in debt will be considered negligent by passing. appointed time". There are four forms of default, namely: "(a) Do not do what is expected to do, (b) Do what he promised, but not as promised, (c) Do what is promised but too late, (d) Do something according to agreement not to do".²⁰ Many of the Shopee Paylater users themselves did not default on the implementation of the Shopee Paylater electronic system.

In Appendix B the Terms of Shopee Paylater Loan Facility, the loan bill contains the agreement number, the effective date of the agreement, the principal value of the loan, which consists of the price of the goods purchased plus shipping costs if any, the items purchased, the interest of 2.95%, the tenor of the loan facility. installment times according to the choice of Shopee Paylater users, late fees of 5% per month of the principal value of the loan facility, the amount of interest that has not been paid due to maturity, the monthly installment value according to the principal value of the loan facility plus the amount of interest plus administrative costs divided by the tenor of the installments.²¹

In the questionnaire distributed by researchers, "as many as 50 respondents consisting of men and women aged 18 years - 30 years are Shopee users who make buying and selling transactions via electronic media using the Shopee Paylater payment method. They have ever made delays in paying Shopee Paylater monthly bills.²² The results showed that the form of default done by Shopee Paylater users was not doing what they were able to do and doing what was promised but it was too late".

All respondents who are Shopee Paylater users defaulted by not carrying out their abilities. In terms of what has been agreed by the User with Shopee Paylater, it is clear that the user must pay the bill in line with the loan contract agreement. The loan contract contains the number of the agreement, the parties to the agreement, the introduction, Article 1 regarding the definition, Article 2 regarding the

¹⁷ Salsa Wirabuana Dewi, 2019, "Tanggung Gugat Pengguna Dompot Digital Atas Pinjaman Tanpa Agunan Dalam Aplikasi Dompot Digital (E-Wallet) Ovo Pada Fitur Ovo Paylater", Thesis, Master of Notary, Faculty of Law, Airlangga University, p. 50

¹⁸ Dermina Dsalimunthe, 2017, "Akibat Hukum Wanprestasi Dalam Perspektif Kitab Undang-Undang Hukum Perdata (BW)", Jurnal Al Maqasid, Vol. 3 No. 1, January-June 2017, p.18

¹⁹ Harumi Chandraesmi, Pranoto Pranoto, 2017, "Kajian Mengenai Gugatan Melawan Hukum terhadap Sengketa Wanprestasi." *Privat Law*, Vol. 5, No. 1, p. 55

²⁰ Subekti, 1979, "Hukum Perjanjian", Pembimbing Masa, Jakarta, p. 59

²¹ Appendix B Shopee Paylater Loan Contract, p. 11-14

²² Questionnaire for Settlement of Defaults in the Shopee Paylater Electronic Agreement, distributed by researchers online to obtain survey data from respondents via google form spread throughout Indonesia, via email hutaminsafitri29@gmail.com

loan facility, Article 3 concerning the purchase of purchased goods, Article 4 concerning the payment and settlement of the loan facility, Article 5 concerning the termination of the agreement, Article 6 concerning applicable law and dispute resolution, and Article 7 concerning others.²³

The Shopee Paylater Agreement is effective and binding when a Shopee Paylater User purchases an item that is relieved. When the Shopee Paylater bill should be paid by the debtor but in fact when it is due, the Shopee Paylater User has not paid the bill, causing the Shopee Paylater User to be subject to late fines, even though Shopee Paylater has sent notification of the bill to related parties as a form of prevention for the debtor not negligent in paying monthly bills.

The period of time that Shopee Paylater respondents were late in paying bills was of various kinds, from 50 respondents there were 26 respondents who were late paying for 1 to 3 days. Then 4 to 7 days of 10 respondents and the longest is approximately 3 months. This caused respondents to receive sanctions by Shopee Paylater in accordance with the terms of the Shopee Paylater service.

The terms of the Shopee Paylater service write down late fees due to default caused by the User by giving a 5% fine, then the user cannot make transactions using the Shopee Paylater payment method. In addition, User delays can affect ShopeePayLater limits and result in freezing of Shopee accounts, limiting Shopee vouchers, then being recorded in the OJK Financial Information Service System (Sistem Layanan Informasi Keuangan/SLIK) reported by the organizers of PT Commerce Finance, and field billing.

Regarding the next form of default in the Shopee Paylater electronic agreement, namely carrying out the agreed agreement, but it is too late. In the Shopee Paylater agreement, the due date for bill payments is stated which must be completed within a certain time. When you have obtained the Shopee Paylater payment method, the User can then use this facility to make payments for the desired item. When the goods that have been paid for with Shopee Paylater have been tested, the user has an obligation to pay bills arising from the transaction. But in reality, the user does not immediately make monthly installment payments that are due, so the User makes an installment payment that is past the agreed upon. In this case, although in the end the User fulfills its obligations after the agreed time has elapsed, but because it is too late it can be said that the user has defaulted. So that Shopee Paylater has the right to provide fines that arise due to late bill payments. Regarding the fines provided by Shopee Paylater in line with Article 1239 in the Civil Code which regulates user obligations in credit payments accompanied by compensation for loss and interest costs. In particular, it is also regulated in Article 4 point 4.5 of the Shopee Paylater Loan Contract which states that any late payment of the installment value by the loan recipient will cause the recipient of the loan to be subject to late fines.²⁴

The results of the distributed questionnaire provide conclusions about the fines received by respondents of various kinds. A total of 31 respondents received a fine of 5% of the total Shopee Paylater bill. Then as many as 21 respondents revealed that they received telephone billing and 9 other respondents received restrictions on the use of Shopee vouchers. "The main factor that causes default is factors from outside and from within. External factors consist of (1) unstable economic conditions, (2) one of the parties died, (3) natural disasters, (4) lack of supplies due to high demand, (5) damaged goods within a certain time, (6) Lack of distance. And the internal factors consist of: (1) negligence, (2) bad character/lack of good intentions, (3) lack of education and morals, (4) financial difficulties"²⁵. Some of the factors that cause respondents to be late in paying Shopee Paylater bills are that there are other needs, meaning that these factors are caused by factors from outside the respondent, namely unstable economic conditions. This is evidenced by the results of the respondents by 50%, followed by reasons of forgetting which are a factor from within by 40%.

Settlement of Default in the Shopee Paylater Electronic Agreement

Shopee Paylater is on its way to provide many conveniences for users who really need credit services. Moreover, submissions tend to be very easy by simply downloading Shopee and then accessing the Shopee Paylater loan service provider, then the user only fills in the data and uploads the documents needed in the submission requirements. If all the conditions that have been determined have been met, the loan will be immediately disbursed to the user's Shopee Paylater service. The convenience that Shopee Paylater generates does not necessarily erase the negative impacts that trigger new problems in the legal field. One example of the problems that arise is default.

Settlement of defaults in the applicable regulations in Indonesia is contained in Part Four of the Civil Code concerning "reimbursement of expenses, losses and interest due to non-compliance of an agreement". Even though in every agreement formation the parties have been based on good faith. The

²³ Shopee Paylater Loan Contract

²⁴ Shopee Paylater Loan Contract Article 4 point 4.5

²⁵ Afrilian Perdana, and Dahlan, M., 2014. "Penyelesaian wanprestasi dalam perjanjian jual beli melalui media elektronik". *Jurnal Ilmu Hukum*, Vol. 2 No. 1, p. 54-55

principle of good faith means the principles used by the parties in conducting Electronic Transactions are not intended to intentionally and without rights or against the law cause harm to other parties without the knowledge of the other party.²⁶ However, in reality the possibility of default is still unavoidable when one party does not fulfill its performance, resulting in the other party getting a loss. Losses that arise must be replaced by the party that defaults, in this case Shopee Paylater users. The party declared as negligent or the User is required to pay off part of the bill immediately.

If the Shopee Paylater User has committed one of the forms of default as mentioned above, then the efforts made by Shopee Paylater in this case PT. Commerce Finance as a finance company will provide a statement of negligence to the debtor. Default committed by the debtor who owes it must be formally declared to have been negligent in advance, namely by warning the debtor that the creditor wants instant payment. In short, the debt must be collected and the negligent must be reprimanded with a warning or subpoena.

Defaults to existing agreements create an obligation to compensate those who suffer losses based on the rules as stipulated in Article 1243 of the Civil Code. If the User is considered negligent, the amount of the bill that must be paid is interest of 2.95% of the total bill plus 5% as a late fee. In accordance with what is stated in Article 1243 of the Civil Code which states:

"Reimbursement of costs, losses and interest due to non-fulfillment of an engagement is mandatory, if the debtor, even though he has been declared negligent, remains negligent to fulfill the agreement, or if something that must be given or done can only be given or done within a time that has passed determined."

Basically, dispute resolution on online credit problems can be done in court channels or through outside courts. Dispute resolution can be done through litigation and non-litigation.²⁷ In the event of a dispute, debate, conflict or dispute that arises based on the terms and conditions of the Shopee Paylater service, the user has agreed from the beginning to resolve in good faith in advance by means of deliberation to reach consensus. If the dispute cannot be resolved by deliberation, the User agrees to resolve the dispute at the final level through an arbitration in Indonesia organized by the National Arbitration Board (BANI) which was established on November 30, 1977 based on the decision of the Indonesian Chamber of Commerce No. Skep/152/dph/1977, in accordance with the applicable BANI regulations.²⁸ Besides the debtor must bear the above, what can be done by the creditor in dealing with a debtor who defaults there are five possibilities according to Article 1276 of the Civil Code: "1. Fulfill/implement the agreement; 2. Fulfill the agreement accompanied by the obligation to pay compensation; 3. Pay compensation; 4. Cancel the agreement; and 5. Canceling the agreement accompanied by compensation".

From the legal consequences that arise according to Article 1276 of the Civil Code, in the shopee paylater electronic agreement contract that Shopee Paylater can do as a creditor is that the debtor is required to fulfill the agreement accompanied by the obligation to pay compensation. However, the settlement of default experienced by Sartika in the above case, apart from being required to pay compensation, Sartika also received compensation from Shopee Paylater in the form of shopping vouchers given for events written by Sartika on consumer media electronic news.²⁹

CONCLUSION

The form of default that occurs in the Shopee Paylater agreement is: (a) Not doing what is agreed to do, where shopee paylater users do not pay bill installments in accordance with what was agreed upon at the maturity date that was determined at the beginning of submitting the Shopee Paylater payment method. (b) do what is promised but late, where shopee paylater users make monthly bill payments but late, which should be made on the 5th or 11th of each month but only paid after that date, as a result Shopee Paylater users are required to pay the bill accompanied by paying compensation.

The settlement of default on the Shopee Paylater Agreement has been stated in the Shopee Paylater terms and conditions. If on the way there is a dispute or dispute between the User and Shopee Paylater, the dispute is first resolved by deliberation to reach a consensus, but if it still does not reach a consensus it can be resolved by final level settlement through arbitration in Indonesia organized by the National Arbitration Board.

²⁶ General explanation of Article 3 of Law of the Republic of Indonesia Number 11 Year 2008 concerning Electronic Information and Transactions

²⁷ Ni Luh Kadek Dwi Fenny Febriyanti, 2020, Penegakan Hukum dalam Penyelesaian Sengketa Transaksi Electronic Commerce, Jurnal Interpretasi Hukum, Vol. 1 No. 1, p. 177

²⁸ Shopee Paylater terms and conditions

²⁹ Author's Response, Media Konsumen, 2020, "Tagihan Shopee PayLater Saya Melonjak Berkali-kali Lipat", <https://mediakonsumen.com/2020/11/13/surat-pembaca/tagihan-shopee-paylater-saya-melonjak-berkali-kali-lipat>, accessed on January 14, 2021.

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