
Legal Protection Of Businesses In Online Selling With The Cash On Delivery (COD) Payment Method Through PT. Shopee Indonesia In Jnt The City Of Ternate

Amin Muhammad ¹, Wirdi Hisroh Komeni² (corresponding author), Hardina ³¹ Universitas Khairun Ternate (aminmuhammadhukum@gmail.com)² Universitas Khairun Ternate (wirdiwidi62@gmail.com)³ Universitas Khairun Ternate (hardina@unkhair.ac.id)Submitted: 16/08/22 Revised: 19/09/22 Accepted: 30/09/22

ABSTRACT

This study aims to find out about the legal protection of business actors in buying and selling online with the payment method cash on delivery (COD) through PT. Shopee Indonesia at Jnt City Ternate. This research is an Empirical Juridical Law research that views the law as a social phenomenon so that it examines the law that is in the community, namely about people's behavior and actions carried out in daily activities. The results of this research: Legal relations between business actors and consumers have occurred when business actors and consumers agree to carry out something including buying and selling related goods and / services, because since then the reciprocal rights and obligations of the parties apply, both business actors and consumers. The legal relationship is based on article 1320 and article 1457 of the Civil Code. Legal Protection for Business Actors in Online Buying and Selling Transactions through the Cash On Delivery (COD) payment method in the City of Ternate. When an online sale and purchase agreement occurs with the Cash On Delivery (COD) payment method, business actors have received legal protection as stipulated in Law No. 8 1999 article 6 concerning the rights of business actors.

Keywords: Legal Protection, Online Selling, COD

INTRODUCTION

Rapid developments in the current era of globalization change technology and provide great benefits to the world and have a major role in the life of society. Technology has been widely used throughout the world in addition to the advancement of communication and also for the advancement of education, health and business. In cyberspace technology or called the Internet Interconnection network is a sign of the development of information and communication technology. Because with the presence of the internet, it can be utilized by many people, including business actors who are increasing their business to be more effective. Internet technology is used by the trade sector which is called electronic e-commerce.(1)

E-commerce has great potential in cyberspace business development and is experiencing significant development. so that this can make it easier for the seller and the buyer when making something agreement that there is no meeting, but through e-commerce,(2) the buyer can choose to transact indirectly without meeting the seller, which is called the COD (Cash on delivery) system and can also be done from any location, meanwhile the buyer can pay for the product ordered in the form of money cash, or digits, but even though the agreement has made an agreement but in practice in the field there are still many disputes between the seller and the buyer, some of these disputes often business actors often experience losses such as when they have made an agreement and have arranged the time and the place of transaction when the time comes(3), the buyer does not come to meet the seller in person and does not provide clear

information or reasons to the seller so that with the existence of such default, the buyer is obliged to fulfill his responsibilities in complete the payment of the order price and concurrently with the delivery of goods based on the stipulated regulations(4).

The use of e-commerce is a technique in the business world, considering that the problems are interconnected, the more pressure there is to always keep up with the times are required to always act creatively and with this e-commerce opportunity to be able to provide benefits to world developments both in small, medium and high-class businesses(5). This positive impact will certainly be felt if the seller can use e-commerce properly and is able to adjust to the type of business character. time) In terms of selling costs and can reduce costs.(6)

The role of e-commerce is expected to be able to provide benefits in order to face the business world which is full of today's extraordinary competition so that sellers who are consistent and able to develop e-commerce to the world of business provide a decent profit for business actors using e-commerce is a form technological developments to market their products (goods or services) to all places and to certain places both in physical and digital form, both on a national and international scale.(7) In addition to having a positive impact on the development of e-commerce businesses, it also does not always provide benefits because very often in practice unilateral cancellations are often carried out by buyers to business actors where orders have been requested or ordered by consumers but when they have been delivered by producers there is no clear and logical explanation from the consumer regarding unilateral cancellation with reasons that are not in accordance with the agreement so no fulfillment of achievements that must be carried out by the consumer.(8) In accordance with article 1320 paragraph (1) of the Civil Code, it states that the agreement between the buyer and the seller is a condition for an agreement, namely:

- a. There is an agreement (consensus) from the parties
- b. The ability to make agreements
- c. There is something that was promised; And
- d. There is a lawful cause(9)

But it is different from the case that occurred, namely the consumers and business actors that occurred at JNT Akehuda, Ternate City. People who are considered capable of committing unlawful acts with an agreement between business actors and consumers, buying and selling online with the COD Cash On Delivery payment system even though the agreement has made an agreement but in practice, disputes often occur that are not in accordance with the initial agreement promised between the seller and the buyer, some disputes which in general are that the seller often feels disadvantageous,(10) such as when he has made an agreement and has arranged a time and place to transact directly then when the time comes the buyer does not come to meet in person and does not provide definite information or reasons to the seller so that the existence of such default makes the buyer obliged to fulfill his responsibilities for complete the price settlement along with delivery goods based on the regulations enacted in the Law number 8 of 1999(11) which one Article 6 regulates the rights and obligations of business actors, namely the right to receive payments in accordance with the agreement regarding the conditions and exchange rates of goods and/or services traded(12).

Article 1457 of the Civil Code, buying and selling is confirmed as an agreement, with which one party binds himself to surrender an object, and the other party to pay the price that has been promised. has occurred between the two parties, when after the two parties have agreed on the object and its price, even though the object has not been delivered or the price has not been paid, Based on article 1458(13) of the Civil Code, when there is an agreement regarding the object and the price, the business actor and consumer are obliged to fulfill their respective

obligations so that there is a reciprocal balance between the two parties. Both parties have their respective obligations that must be carried out, the obligations of business actors include the delivery of goods that are used as objects of sale and purchase and guarantee hidden defects in the goods they sell and guarantee legal security for consumers from interference from other parties and the main obligation of consumers is to pay the purchase price at the time and place as stipulated according to the agreement (Article 1413 of the Civil Code). Considering the large number of package orders per year, in line with packages being returned or returned to business actors for no apparent reason, the act committed by the consumer is an act of default which denies initial promises that have been agreed between consumers and business actors, on the basis of problems that often occur resulting in losses for business actors.

There are still conveniences that often make consumers make a purchase with no serious so resulting in losses to business actors, as has happened to the online store Shopee. Business actors say that they have experienced consumers not paying when buying and selling online using the Cash On Delivery (COD) payment method through Shoopee, all items that have been sent are returned to the condition they were in at the time. the courier has delivered to the intended address but the consumer is not at home for various reasons, if for two days the consumer is not clear, the goods are returned to the business actor. According to the business actors, in this case, it is not only the business actors who feel disadvantaged, but also the courier and consumers at JNT, Ternate City based on the background described by the author above, the writer is interested in researching in the form a thesis with the title "Legal Protection of Business Actors in Online Buying and Selling Methods Payment Cash On Delivery (COD) Through PT. Shopee Indonesia at JNT, Ternate City".

METHODS

The type of research used in this study is to use empirical juridical research methods. The empirical legal research method views law as a social phenomenon so that it examines law more in society(14). Empirical juridical approach is field research based on existing facts, to know and analyze events concrete in this case concerning legal protection efforts for business actors in online buying and selling transactions with the Cash On Delivery (COD) payment method at Shoppe. The researcher chose an empirical juridical approach because it requires data based on real events and analyzes the data to find out conclusions about the problem being studied.

RESULTS

Legal Relations Between Parties in Buying and Selling Online With the Cash On Delivery (COD) Payment Method Through Shopee at JNT, Ternate City

The legal relationship between the parties certainly has a unidirectional reciprocity(15), in this case the parties involved in buying and selling online are parties whose existence has been regulated by the implementation of the work methods of each of them who have duties and this implementation means that each party -This party has obligations that must be carried out properly in order to carry out the achievements that have been through the initial agreement. Therefore, in the online buying and selling system, as we know, there are rules that connecting

and binding one another, which with these rules can protect the rights between business actors and consumers in the implementation of the sale and purchase.

Book of Laws Civil Code (KUHPerdata) buying and selling is an agreement referred to in article 1457 of the Civil Code, namely: "*A sale and purchase agreement is an agreement whereby one party binds himself to surrender an object, and the other party to pay the price that has been promised.*"(16)

Legal Protection for Business Players in Online Buying and Selling Transactions Using the Cash On Payment Method Delivery(COD) in Ternate City

When carrying out online buying and selling transactions, a written sale and purchase agreement is regulated in article 1458 of the Civil Code. In which there is a legal correlation of the agreement to create an agreement for the parties as a basis so that the agreement can be carried out by both parties, however, very often what happens is that there is a dispute between the two parties who make the agreement, causing problems such as one of the unilateral cancellations of the sale agreement buy online with the COD Cash On Delivery payment method(17).

The unilateral cancellation is carried out by the buyer to the business actor where the order requested by the consumer has been delivered by the producer but there is no explanation from the consumer explaining the reasons for not pay for the order so that the achievements that must be carried out by consumers are not fulfilled(18). In connection with the 1999 Law No. 8 article 6 regarding consumer protection regarding the rights of business actors, as for those rights regarding the right to obtain payment based on the agreement that has been agreed on the exchange rate and conditions of services and goods, the right to defend properly against the settlement of legal disputes consumers, the right to get legal protection of consumer good faith, the right to perform rehabilitation of good name if it is legally proven against consumer losses not from those services and goods, and other rights according to other regulations and laws. Sanctions against consumers in theory repressive legal protection are not clarified through the 1999 Law Number 8 Concerning Consumer Protection, but consumers commit defaults and can be subject to sanctions for paying losses to business actors transfer of risk of cancellation agreement, and pay the court fee if it reaches the court.

CONCLUSION

The legal relationship between business actors and consumers has occurred when business actors and consumers agree to carry out something including buying and selling related to goods and/services, because since then the reciprocal rights and obligations of the parties apply, for business actors and consumers. This legal relationship is based on article 1320 and article 1450-1457-1458 of the Civil Code.

Legal Protection for Business Players in Online Buying and Selling Transactions through the Cash On Delivery (COD) payment method in Ternate City. When an online buying and selling agreement occurs with the Cash On Delivery (COD) payment method, the business actor has received legal protection as stipulated in Law No. 8 1999 article 6 concerning the rights of business actors

REFERENCES

1. e-commerce. bpptik.kominfo.go.id. 2014.
2. S N. Cyberlaw: Problem dan Prospek Pengaturan Aktivitas Internet. *J Huk.* 2001;16(8):2.
3. Miru A, Pati S. *Hukum Perikatan Penjelasan Makna pasal 1233 Sampai 1456 BW*. Jakarta: Raja Grafindo Persada; 2011.
4. Nurwidijianto A. *Pelaksanaan Perjanjian Pemborongan Bangunan Pada PT. Puri Kencana Mulyapersada di Semarang*. Universitas Diponegoro; 2007.
5. Wijaja G, Muljadi K. *Seri Hukum Perikatan*. Jakarta: Raja Grafindo Persada; 2003.
6. Syahrani HR. *Seluk Beluk da Asas-Asas Hukum Perdata*. Bandung: Alumni; 2006.
7. Sudirja RP. *Unsur-Unsur Perjanjian 2010*. Jakarta: Gramedia Pustaka Utama; 2008.
8. Muchsin. *Perlindungan dan kepastian Hukum bagi Investor di Indonesia*. Universitas Sebelas Maret; 2003.
9. Agus Y H. *Hukum Perjanjian (asas proposinaliras dalam kongtrak komersial)*.
10. Hadjon. PM. *Perlindungan Hukum Bagi Rakyat di Indonesia*. Surabaya: Bina Ilmu; 1987.
11. Pemerintah Republik Indonesia. *Undang-Undang RI Nomor 8 Tahun 1999 Tentang Perlindungan Konsumen*. 8/1999 Indonesia: Lembaran Negara Republik Indonesia; 1999.
12. Rahardjo S. *Ilmu Hukum*. Bandung: Citra Aditya Bakti; 1996. 159 p.
13. Pemerintah Republik Indonesia. *Undang-Undang Nomor 19 Tahun 2016 atas perubahan Undang-Undang Nomor 11 Tahun 2008 Tentang Informasi dan Transaksi Elektronik*. 19/2016 Indonesia: Lembaran Negara Republik Indonesia; 2016.
14. Soekanto S. *Pengantar Penelitian Hukum*. Jakarta: UI Press; 1984. 133 p.
15. Salim. *Hukum Kontrak: Teori Dan Teknik Penyusunan Kontrak*. Jakarta: Sinar Grafika; 2003.
16. Soesilo R. *Kitab UndangUndang Hukum Pidana (KUHP)*. Bogor: Politeia; 1991.
17. Surhadana F. *Contract Drafting: Kerangka Dasar dan Teknik Penyusunan Kontrak*. Yogyakarta: Universitas Atma Jaya; 2009.
18. Subekti R. *Hukum Perjanjian*. Jakarta: intermasa; 1979. 11 p.