



## Consumer Protection in E-Commerce Transactions through Shopee Application according to Sharia Economic Law

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### Abstract

*The development of technology is increasingly rapid, there is a change in life, and buying and selling have turned online. One of the most popular e-commerce transactions in Indonesia is Shopee. The concept of Shopee e-commerce transactions is the same as bai 'salam. In e-commerce transaction activities, consumers can only see goods from the catalog, so there are often problems that harm consumers and the need for consumer protection. This study aims to determine consumer protection efforts in Shopee e-commerce transactions and how to review Islamic economic law on consumer protection in Shopee e-commerce transactions. This research method is a descriptive analysis by describing an event to be studied. The results of this study conclude that (1) Consumer protection efforts in Shopee e-commerce transactions have been regulated in the terms of service with the application of consumer protection for Shopee e-commerce transactions trying to return goods and refunds. (2) Based on Islamic law, consumer protection in Shopee e-commerce transactions is appropriate, because it applies khiyar rights. The concept of khiyar that is appropriate in the application of e-commerce Shopee is khiyar requirements, khiyar disgrace, and khiyar ru'yah.*

### Keywords:

*E-Commerce; Consumer Protection; Shopee.*

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## INTRODUCTION

The rapid development of information technology is unimaginable before, especially with the internet. At this time almost everyone wherever they are can access the internet with various increasingly sophisticated devices, for example, mobile phones (HP), laptops, and other gadgets. So that this provides convenience in everything and ease also to get various information. In this development, it turns out that the existence of the internet has given birth to various changes in buying and selling transactions. In Islam, the law of origin of all transactions is allowed, as long as there is no Qur'anic or Sunnah proposition that prohibits it. Buying and selling transaction activities are muamalah activities that <sup>1</sup>are allowed.

In the Qur'an surah Al-Baqarah (2) verse 275 Allah has affirmed that: "*Allah justifies buying and selling and forbids usury*". This verse explains that Allah Almighty has justified buying and selling transactions and forbids usury because people who eat usury are like crazy people who are possessed by demons and will become eternal inhabitants of hell. With the presence of an increasingly advanced digital world, information technology is productivity so that current economic developments become business targets, in these activities, there is a need for legal protection for consumers to ensure consumer comfort.

In a situation where information technology is developing very rapidly, where the internet can now be easily accessed anytime and anywhere by everyone. So, this has an impact on the ease of obtaining various information, as well as the ease of the practice of buying and selling transactions. Buying and selling transaction activities were originally only limited to face-to-face between sellers and buyers who came to the store, but at this time buying and selling transactions can be done using capital through the internet network on *smartphones* or laptops which are commonly called *online* buying and selling or *e-commerce*.

Online buying and selling or *e-commerce* is the process of buying and selling, exchanging products, services, and information via the internet.<sup>2</sup> *E-Commerce* is divided into several parts, namely *business-to-e-commerce* (trade between business actors) and *business-to-consumer e-commerce* (trade between business actors and consumers).<sup>3</sup> *This e-Commerce* not only provides great opportunities for business actors and various companies that do business through the internet and can provide benefits for consumers in addition to saving time in *e-commerce* and offering more goods and services than *offline* stores.

From an Islamic point of view, *e-commerce* is no different from the concept of conventional commerce but is accompanied by rules and obligations that must be in harmony with the needs and principles of Islam. In contracts in general, Islam defines the existence of an agreement between both parties to fulfill certain things that are in agreement and agreement (*ijab qabul*). In Indonesia, one of the popular *e-commerce* is Shopee. Shopee Indonesia is an *online shop* managed by Sea Group and Indonesia is run by PT. Shopee Indonesia. Since its launch, Shopee has had a means of providing various kinds of products. So that Shopee provides the best service with the ease of every transaction and offers various offers so that many people are interested.

Shopee has the same concept as *bai' salam*, namely with payments made in cash and delivery of goods in the future as agreed. The terms and conditions are the same as the sellers,

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<sup>1</sup> PURKON ARIP, *BISNIS ONLINE SYARIAH* (Jakarta: Gramedia Pustaka Utama, 2014).

<sup>2</sup> Ayu Lestari, *Bisnis Online Syariah* (Jakarta: Kompas Gramedia, 2014).

<sup>3</sup> Rintho Rante Rerung, *E-Commerce, Menciptakan Daya Saing Melalui Teknologi Informasi* (Yogyakarta: Deepublish, 2018).

buyers, capital, and *ijab qabul* that must be fulfilled for the transaction to be valid. This *e-commerce* transaction often occurs problems when consumers receive their ordered goods such as goods ordered that do not match what is described, defective, or damaged, therefore consumers only know the goods from photos or properties and only know what has been described by the seller. So many consumers feel disadvantaged by it.

Therefore, it is necessary to form consumer protection efforts so that every transaction becomes safe and comfortable. Islamic law, it is regulated the right of *khiyar* to protect the rights granted to consumers. *Khiyar* is one of the most important instruments in *e-commerce* transactions. The right of *khiyar* is stipulated by Islamic shari'a for people who make transactions so as not to be harmed in transactions as they take place so that there is benefit in each transaction.

Therefore, *khiyar* is an absolute right for sellers and buyers and must be applied in every transaction, especially in *e-commerce* transactions to perfect Islamic law in regulating a sale and purchase. Based on the existing problems, the author is interested in researching how consumer protection efforts in *e-commerce* transactions are implemented by the Shopee application and how the shari'a economic law reviews consumer protection in Shopee *e-commerce* transactions. Because no matter what type of buying and selling, either *online* or in person, *khiyar* rights are a right that must be given so that the transactions that take place between sellers and buyers are by Islamic law, namely buying and selling mutually beneficial transactions.

## RESEARCH METHODS

The method used by the author in this study is a descriptive research method of analysis. Descriptive analysis according to Nana Sudjana and Ibrahim is research that seeks to describe a state of events and events that occur at the moment where researchers try to photograph events and events that are the center of attention to then describe them as they are. With a descriptive method of analysis, the author will describe what kind of protection efforts are carried out and how to protect its consumers in the sharia economic law review. This research uses a type of qualitative data, qualitative data is the collection of data on the answers submitted in the study to problems formulated for predetermined purposes. In this study, qualitative data is in the form of data on protection efforts from Shopee, data from interviews conducted with several Shopee users, and data on books, articles, and journals to review from the side of sharia economic law.<sup>4</sup>

## RESULTS AND DISCUSSION

### Consumer Protection Efforts Carried Out by Shopee Application in *E-commerce* Transactions

The emergence of *e-commerce* provides a wide range of products for people's needs easily and practically. The Shopee application is familiar to the public and continues to provide the best service for its consumers. Shopee is currently popular in Indonesia and one of the *online shopping trends* at the moment with convenience and various attractive offers and affordable prices, so it becomes an attraction for people as consumers to shop on the Shopee application. Acting as a Shopee service provider, therefore, it is necessary to pay attention to every aspect of consumer satisfaction and consumer protection. Therefore, Shopee provides various best efforts for the

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<sup>4</sup> Cik Hasan Bisi, *Penuntun Penyusunan Rencana Penelitian Dan Penulisan Skripsi Bidang Ilmu Agama Islam* (Jakarta: Raja Grafindo Persada, 2001).

comfort and safety of its consumers, namely, as follows:

1. Provide reporting tools;
  2. Protection of personal data of consumers;
  3. Return or refund;
  4. Sellers who do not deliver within the stipulated time frame;
  5. Resolution center;
1. Shopee guarantee.<sup>5</sup>

The rise of the *phenomenon of online business or e-commerce* has not caused a few criticisms or complaints of consumer dissatisfaction. In this case, Shopee strives for the best for its consumers with a *return or refund* if it occurs by the consumer the goods, received are damaged, defective, or not as described.

Consumers can apply for a *return or refund* to Shopee with predetermined terms and conditions. However, the *return or refund of consumers* is considered difficult because of the initial process between the seller and the buyer if there is an agreement between the two parties the submission will be accepted by the Shopee party and will be processed as submitted by each party.

### **Sharia Economic Law Review of Consumer Protection in Shopee E-Commerce Transactions**

Buying and selling are included in muamalah activities whose laws are allowed, except if there is a proposition that prohibits it. Online buying and selling is no exception. An online buying and selling contract on Shopee is like *bai' salam* is a transaction between the seller and the buyer that binds each other without needing to meet face to face, where prospective buyers can place orders *online* to the seller and the *ijab-qobulnya* contract using *chat* media between buyers and business actors carried out *online*.<sup>6</sup>

In the implementation of *e-commerce* transactions, it must also be by the pillars and conditions and based on the same legal basis as *bai' salam* found in QS. Al-Baqarah (2): 282: "O people of faith, if you are not in cash for the appointed time, let you write it down."

The contract that will occur in *e-commerce* transactions is the *bai' salam* contract, the opinion of the *jumhur ulama* explains the transaction activities whose contract is similar to the *bai' salam* contract, if the transaction has fulfilled the pillars of *bai' salam* in the form of buyers (*muslam*), sellers (*muslam ilaih*) or also called parties who make transactions, capital (*ra'sul maal*), goods or objects (*muslam fih*) and *ijab qabul (sighat)*. Shopee's *e-commerce* transaction activities cause various problems so there is a need for consumer protection so as not to cause losses between the two parties, it is important for consumer rights and consumers to get efforts to resolve when problems occur between the two parties.

In Islamic law, the form of consumer protection is the right of *khiyar*. *Khiyar* according to *fiqh* scholars is required or allowed because of an urgent need in considering the benefit of each party making a transaction. Therefore, there is a *khiyar* right at the time of the contract to avoid losses between the two parties before they agree to proceed with the contract. *Khiyar* has a wide variety of concepts namely *khiyar condition*, *khiyar ta'yin*, *khiyar aib*, *khiyar ru'ya*, and *khiyar assembly*. The existence of a *khiyar* right for consumers is the right to choose to continue or decide on

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<sup>5</sup> "Frequently Asked Question," Shopee, accessed April 26, 2021, [www.shopee.co.id](http://www.shopee.co.id).

<sup>6</sup> Eny Latifah, *Pengantar Bisnis Islam* (Purwodadi: CV. SARNU UNTUNG, 2020).

transactions if the goods received by consumers do not match what is described by the seller and consumers feel disappointed. Khiyar in Islam is a form of protection for consumers, where consumer protection has existed since the time of the Prophet Muhammad SAW.<sup>7</sup>

The implementation of Shopee also applies the right of khiyar, the provisions regarding khiyar on Shopee *e-commerce* are equated with the existence of a *return* and refund policy with predetermined terms and conditions. The returned goods are goods that are not fundamentally the same as the products that have been determined when they are in the contract and if the goods sent by the seller are defective, damaged, or not the same as the requested goods, Shopee will be responsible only by providing access to consumers by reporting the return of the product. This is included in the khiyar aib, khiyar ru'yah and khiyar terms, because consumers have not seen the goods in person and have the right to choose whether to cancel or continue the transaction agreement that takes place with the parties or one party only for the agreed period along with the terms and conditions that have been determined.<sup>8</sup>

The khiyar rights used by Shopee are more precisely called khiyar ru'yah. Khiyar ru'yah is the right to choose that can be used by consumers if the goods received are not the same as advertised, do not match what is described, and do not match the quality or quantity because in *e-commerce* transactions consumers only know the properties of the goods and because they do not see the goods directly. As in the basic law of muamalah according to Islam, *e-commerce* is allowed based on *maslahah* i.e. taking its benefits and rejecting emergencies, and fulfilling the purpose of *syara*. So with the existence of khiyar as a right for buyers and sellers, it is very necessary to apply it to every transaction, especially in *e-commerce* transactions because, khiyar rights are a right that must be given so that no one feels disadvantaged and the transactions that occur between two people who have a relationship take place accordingly, namely transactions that are mutually exclusive and to perfect Islamic law in regulating an online buying and selling transaction activity according to the teachings of Islamic law.

## CONCLUSION

Consumer protection efforts in *e-commerce* transactions through the Shopee application have been regulated in Shopee's terms of service such as providing reporting facilities, consumer data protection, *returns* and *refunds*, resolution center features, and Shopee guarantees with terms and conditions. To protect consumers in the application, Shopee strives for *returns* and *refunds*. If there are goods received that are defective, damaged, or do not match the specifications in the seller's *online shop* catalog and the goods are not received, consumers can apply for a *return* and *refund* if the consumer first contact the seller via the chat provided on the *platform* Shopee and will be processed if according to the rules that have been set by the shoppe. The process of *returning* and *refunding* is considered difficult by consumers. However, Shopee has given good efforts by providing comfort, and security to consumers according to what has been implemented and agreed upon in the existing provisions. Buying and selling are included in muamalah activities whose laws are allowed, except if there is a proposition that prohibits it. Online buying and selling is no exception. Shopee *e-commerce* buying and selling agreements are just like *bai' salam* which is a transaction between sellers and buyers that binds each other without having to meet in

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<sup>7</sup> Haroen Nasrun, *Fiqh Muamalah* (Jakarta: Gaya Media Pratama, 2007).

<sup>8</sup> Abdul Ghofur Anshori, *Hukum perjanjian Islam di Indonesia: Konsep, Regulasi, dan Implementasi* (Yogyakarta: UGM PRESS, 2018).

person. Shopee e-commerce transactions have met the pillars and conditions in buying and selling carried out on a consensual basis and based on the agreement between the two parties in making the transaction and the contract. Consumer protection in *e-commerce* transactions has implemented the right of *khiyar* where the buyer can choose whether to continue the sale and purchase or will cancel the sale and purchase contract. The concept of *khiyar* terms, *khiyar ru'yah* and *khiyar aib* so is to protect Shopee *e-commerce* transactions with the methods used, namely returns and refunds. The *khiyar* rights used by The Shopee are more precisely *khiyar ru'yah* because, in *e-commerce* transactions, Shopee buyers only know the properties of the goods. However, the right of *khiyar* on Shopee consumers has not been fully used because of the reason that the seller does not want to be responsible and the procedure is difficult.

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