

Legal Protection for Consumers in Electronic Transactions E-Commerce Shopee

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ABSTRACT

The rapid development of digital has driven the growth of electronic transactions through e-commerce platforms, one of which is Shopee. This platform offers convenience and speed in online buying and selling. However, behind this convenience, there is a potential risk of loss for consumers, such as goods that are not in accordance, late delivery, to fraud by sellers. This raises the issue of the extent of legal protection provided to consumers in electronic transactions on the Shopee platform. This study aims to examine the form of legal protection for consumers in electronic transactions on Shopee and how the dispute resolution mechanism is in legal protection for consumers in Shopee E-commerce transactions and How the Principles of Islamic Law Legal Protection for Consumers in Shopee E-Commerce Transactions. This study uses a normative juridical method, with a statutory approach and literature studies as the main data sources. The analysis was carried out qualitatively by examining laws and regulations, Shopee policies, and case studies related to consumer protection. The results of the study show that Shopee has implemented several consumer protection mechanisms such as an escrow system, a refund service, and a complaint channel. However, there are still shortcomings in the implementation of consumer rights, especially in terms of information transparency and ineffective dispute resolution. The conclusion of this study is that legal protection for consumers in Shopee has a fairly strong basis, but its implementation is not yet optimal. Additional regulations are needed that specifically regulate e-commerce transactions and increase supervision of digital business actors.

Keywords: Legal Protection, Consumers, Electronic Transactions, E Commerce, Shopee.

ABSTRAK

Perkembangan digital yang pesat telah mendorong pertumbuhan transaksi elektronik melalui platform e-commerce, salah satunya adalah Shopee. Platform ini menawarkan kemudahan dan kecepatan dalam jual beli secara online. Namun, di balik kemudahan tersebut terdapat potensi risiko kerugian bagi konsumen, seperti barang tidak sesuai, keterlambatan pengiriman, hingga penipuan yang dilakukan oleh penjual. Hal ini menimbulkan permasalahan sejauh mana perlindungan hukum yang diberikan kepada konsumen dalam transaksi elektronik pada platform Shopee. Penelitian ini bertujuan untuk mengkaji bentuk perlindungan hukum bagi konsumen dalam transaksi elektronik pada Shopee dan bagaimana mekanisme penyelesaian sengketa dalam perlindungan hukum bagi konsumen dalam transaksi e-commerce Shopee serta Bagaimana Prinsip Hukum Islam dalam Perlindungan Hukum bagi Konsumen dalam Transaksi e-commerce Shopee. Penelitian ini menggunakan metode yuridis normatif, dengan pendekatan perundang-undangan dan studi kepustakaan sebagai sumber data utama. Analisis

dilakukan secara kualitatif dengan mengkaji peraturan perundang-undangan, kebijakan Shopee, dan studi kasus yang terkait dengan perlindungan konsumen. Hasil penelitian menunjukkan bahwa Shopee telah menerapkan beberapa mekanisme perlindungan konsumen seperti sistem escrow, layanan pengembalian dana, dan saluran pengaduan. Namun demikian, masih terdapat kekurangan dalam pelaksanaan hak konsumen, terutama dalam hal transparansi informasi dan penyelesaian sengketa yang belum efektif. Kesimpulan dari penelitian ini adalah perlindungan hukum bagi konsumen di Shopee sudah cukup kuat, namun pelaksanaannya belum optimal. Perlu adanya tambahan regulasi yang secara khusus mengatur transaksi e-commerce dan peningkatan pengawasan terhadap pelaku usaha digital.

Kata Kunci: Perlindungan Hukum, Konsumen, Transaksi Elektronik, E Commerce, Shopee.

INTRODUCTION

The rapid development of information and communication technology in the digital era has brought about significant changes in various aspects of people's lives, including in terms of trade transactions. This transformation has given birth to a new phenomenon known as electronic commerce or e-commerce, where buying and selling transactions are no longer limited to physical interactions between sellers and buyers, but can be done virtually through digital platforms.

The development of information and communication technology has undergone a fundamental transformation in the field of digital commerce, which is legally legitimized through Article 4 of Law Number 11 of 2008 concerning Information and Electronic Transactions, opening up space for e-commerce platforms to develop digital business models. Shopee, as one of the leading platforms, has succeeded in revolutionizing the conventional trade paradigm into a complex and dynamic digital ecosystem. The significant growth of Shopee users reflects the massive adoption of technology in Indonesia.

Based on Article 1 number 2 of the Consumer Protection Law, consumers in the context of e-commerce are protected by their rights to obtain comprehensive legal protection. This digital transformation does not simply change the transaction mechanism, but creates a new legal relationship between business actors, platforms, and consumers that requires ongoing legal interpretation and adaptation.

In recent years, research on consumer protection in e-commerce has grown rapidly. For example, research by Sari and Prabowo (2021) shows that consumer protection in digital transactions in Indonesia still faces various challenges, including a lack of consumer awareness of their rights and the effectiveness of dispute resolution mechanisms.

In addition, research by Rahman (2020) emphasizes the importance of product information transparency in preventing fraud on e-commerce platforms. These studies provide a clear picture of the current conditions and challenges faced in consumer protection in the digital era.

Although many studies have been conducted, there is still a lack of in-depth analysis of dispute resolution mechanisms on e-commerce platforms, especially in the context of Indonesian law. This study focuses on the Shopee platform and seeks to explore consumer legal protection mechanisms with a more comprehensive approach, including the integration of Islamic legal principles in the context of e-commerce.

This is what makes this study unique compared to previous studies, which tend to focus on certain aspects without considering broader legal dimensions.

The purpose of this study is to evaluate the dispute resolution mechanism in e-commerce transactions on the Shopee platform from a multidimensional perspective. This study aims to produce comprehensive recommendations that can improve consumer protection in the ecosystem of developing a legal framework that is more adaptive and responsive to developments in information and communication technology.

METHODS

The methods used in this study is this research is empirical legal research that examines the application of law in e-commerce transaction practices on Shopee, combining normative analysis and field data. Empirical legal research because this study aims to examine not only the normative aspects of consumer protection in Shopee e-commerce transactions, but also how it is implemented in practice, including the challenges and problems that arise.

The data collection technique in this study involves two main sources: primary and secondary data. Primary data was obtained through interviews with 20 consumers and 10 business actors who transact on Shopee, as well as observations of consumer protection features in the application, such as refund mechanisms and shipping tracking. Secondary data were collected from official Shopee documents, including service policies and annual reports. The analysis was carried out using a qualitative descriptive approach to understand the application of consumer legal protection and identify gaps between regulations and practices in the field, with the hope of producing comprehensive findings and recommendations that are useful for policy makers and business actors.

RESULTS AND DISCUSSION

Forms of Legal Protection for Consumers in Shopee E-Commerce Transactions

The development of information technology in the last two decades has radically changed the way people interact in various aspects of life, including in carrying out economic activities. One of the most obvious manifestations of this transformation is seen in the increasing popularity of online transactions or online shopping, which utilizes e-commerce platforms as the main medium. Platforms such as Shopee are present as digital markets that bridge the interests of sellers and buyers in a virtual ecosystem that offers convenience, efficiency, and speed at every stage of the buying and selling process.

Phenomena such as product fraud, misuse of personal data, late delivery, or even blocking of consumer accounts without clarity are crucial issues that require serious attention. In this context, legal protection for consumers is no longer optional, but rather a necessity that must be realized as a form of the presence of the state and the responsibility of digital business actors in ensuring justice and legal certainty for users of online platforms such as Shopee.

This protection is not only important to maintain consumer trust, but also to create a healthy and sustainable business climate in the digital era. Normatively, the legal system in Indonesia has anticipated this development through a number of regulatory instruments. Law No. 8 of 1999 concerning Consumer Protection (UUPK) is the main legal instrument that provides a normative basis for protecting consumer rights, including in the realm of electronic transactions.

Law No. 11 of 2008 concerning Electronic Information and Transactions (UU ITE), which has been updated by Law No. 19 of 2016, provides specific regulations regarding the validity of digital transactions and consumer protection mechanisms in electronic systems. This regulation legitimizes online buying and selling practices and emphasizes the importance of protection not only for physical products, but also for aspects of data and information used in the electronic system.

1. Protection of Product Information

Legal protection of product information in the context of e-commerce is a very crucial aspect, because accurate and transparent information serves as a foundation for consumers to make rational and informed decisions when purchasing goods or services. In this context, consumers not only have the right to obtain correct, clear, and non-misleading information about the product, but must also be equipped with relevant technical details, the condition of the goods offered, transparent prices, and clear warranty or return provisions. According to Sidabalok, these rights are an integral part of consumer protection that must be upheld by every business actor in the world of e-commerce (Sidabalok, 2020: 110-115).

On e-commerce platforms such as Shopee, the presentation of product information is carried out in various ways, including through informative description columns, reviews from previous buyers that provide additional perspectives, and attractive and representative visual images of the products offered. All of these elements contribute to a better shopping experience and help consumers make more informed decisions. With complete and accurate information, consumers can feel more confident in choosing products that suit their needs and expectations. Normatively, the obligation to provide transparent information is regulated in Article 9 of the ITE Law in conjunction with Law No. 19 of 2016. This article explicitly requires business actors to provide complete and accurate information regarding products, contract terms, and the identity of business actors.

2. Protection of payment transactions

Protection of payment transactions is an important aspect in maintaining consumer security and trust in e-commerce. Given that transactions are carried out digitally without face-to-face interaction, the payment system used must be able to guarantee the reliability and security of consumer personal data. According to Ramli, emphasizing that the payment system must meet high standards in various aspects, including strong data encryption, double verification to ensure user identity, and routine system audits to detect and prevent potential misuse (Ramli, 2020: 88).

3. Protection of personal data

Protection of personal data has become an increasingly pressing strategic issue along with the increasing volume of digital transactions in this modern era. Consumer personal data, which includes sensitive information such as addresses, telephone numbers, and financial information, has the potential to be misused if not managed carefully and responsibly. In this context, Article 26 paragraph (1) of the ITE Law emphasizes that the use of personal data electronically must obtain explicit consent from the data owner. Violation of this provision not only has the potential to harm consumers, but can also be subject to strict legal sanctions.⁵ According to Mansyur and Gultom, the responsibility for protecting personal data lies not only with the state through existing regulations, but also with the organizers of electronic systems, including e-commerce platforms (A. Mansyur and R. Gultom, 2020: 52).

4. Protection of goods delivery

Protection of goods delivery is one of the significant challenges in e-commerce transactions, especially since this process often involves third parties, such as logistics services. In this context, the risk of delays, damage, or even loss of goods is a problem that is often complained about by humans. According to Sukarni, e-commerce business actors have a moral and legal obligation to ensure that the goods ordered reach consumers in good condition and in accordance with the agreement that has been made previously (Sukarni, 2023: 211).

5. Post-Transaction Protection

Consumer protection in the context of e-commerce does not stop after the goods are received by the consumer. Post-transaction aspects, such as warranties, return services, and complaint handling mechanisms, are an important part of the comprehensive protection that must be provided by business actors. Article 7 letter e of the Consumer Protection Law (UUPK) explicitly requires business actors to provide an opportunity for consumers to test or claim for damaged or non-compliant products. In practice, Shopee implements a return and refund policy that makes it easy for consumers to submit returns or refund requests if there is a discrepancy between the products received and those ordered.

Consumer Dispute Resolution Mechanism in E-Commerce

1. Internal Dispute Resolution

In the e-commerce ecosystem, interactions between consumers and business actors do not always run smoothly. Although digital platforms such as Shopee have provided various security features and mechanisms, in reality disputes still often occur in practice. These disputes cover a fairly wide spectrum of problems, ranging from late delivery of goods, discrepancies between the goods received and the description on the platform, to more serious problems such as product damage upon receipt or even fraudulent acts by irresponsible sellers.

According to Putra et al., an effective internal dispute resolution system is a vital component in building a healthy and sustainable digital ecosystem. They emphasize that this mechanism not only provides benefits to consumers in terms of speed and ease of resolution, but also plays an important role in reducing the burden on the often overcrowded justice system (Dimas Haryo Putra et al., 2023: 34).

First, when consumers experience problems with the products or services received, they are given direct access to customer service features that are available online through applications or websites. At this stage, consumers will be asked to fill out a complaint form that includes a chronology of events, proof of transactions such as purchase receipts, product photos, and a brief description of the complaint submitted.

Second, after the complaint is received, Shopee will facilitate an initial dialogue or mediation process between the buyer and seller. This dialogue aims to open up a space for direct communication with the hope that a mutually beneficial solution can be reached for both parties. However, if mediation does not produce a solution or there is a communication deadlock, Shopee will involve an internal investigation team (investigation) to examine the evidence and statements submitted by both parties.

2. Dispute Resolution Through the Consumer Dispute Resolution Agency (BPSK)

In the context of consumer protection in Indonesia, the state not only provides normative guarantees through laws and regulations, but also provides special institutions to follow up on this protection in the form of concrete dispute resolution. One of the prominent instruments in this regard is the Consumer Dispute Resolution

Agency (BPSK), a non-judicial institution that functions to resolve disputes between consumers and business actors outside the courts.

The existence of BPSK is a direct manifestation of the state's efforts to guarantee access to justice for consumers, especially in an increasingly complex and digital-based trading environment. BPSK was born from the mandate of Law Number 8 of 1999 concerning Consumer Protection, where Article 52 states that the government is obliged to establish BPSK in each district or city as a forum for resolving consumer disputes through alternative channels.

The author compiles these three methods in stages, but still provides flexibility in their implementation, adjusted to the level of complexity of the problem and the willingness of the parties to cooperate, as explained below:

a. Conciliation

Conciliation is the first approach offered by the Consumer Dispute Resolution Agency (BPSK) in an effort to resolve disputes between consumers and business actors. In the conciliation process, BPSK members act as facilitators who help both parties reach a peaceful agreement. In this case, BPSK provides suggestions for resolution based on an objective assessment of the problems faced, but the final decision remains in the hands of the disputing parties.

b. Mediation

If the conciliation efforts facilitated by the Consumer Dispute Resolution Agency (BPSK) do not produce an agreement that satisfies both parties, then the dispute resolution process can proceed to the next stage, namely mediation. Mediation is a resolution mechanism that remains non-litigative, but with a more structured approach and a more active role for the facilitator than conciliation. Therefore, in the context of consumer protection, mediation is a strategic choice, especially for disputes that require a personal, balanced resolution that prioritizes the active participation of the parties. By upholding the principles of justice, voluntariness, and equality, mediation not only resolves legal problems but can also restore social relations and trust between consumers and business actors (National Consumer Protection Agency, 2020: 33).

c. Arbitrase

This arbitration mechanism occupies a very important position because it is the final stage of the settlement process at BPSK after mediation is declared a failure or does not produce an agreement between the consumer and the business actor. This means that if the mediation effort does not reach a meeting point, the parties still have the opportunity to resolve their dispute in a non-litigative but still formal and legally valid manner, namely through an arbitration forum. The presence of this mechanism provides an efficient alternative compared to the general court process which tends to be more complex, expensive, and takes longer. The uniqueness of the arbitration process facilitated by BPSK lies in the nature of its decision which is final and binding. This means that the decision produced by the BPSK arbitration panel has the same executive power as a district court decision, and therefore can be implemented immediately without having to go through a re-suit process in court. In practice, this decision provides a guarantee of fast legal certainty for the parties, especially consumers who really need clarity in a short time regarding the disputes they face.

3. Dispute Resolution Through Court

The digital in this era, e-commerce transactions have become an inseparable part of modern society. However, as the volume of online transactions increases, the potential for disputes between consumers and business actors is also increasing. These disputes can arise due to various factors, ranging from goods that do not match the

description listed on the platform, goods that are damaged when received, late delivery, to fraud by irresponsible sellers.

This litigation path is the last legitimate and legal option within the framework of consumer legal protection, as guaranteed by the provisions in Articles 45 to 48 of Law Number 8 of 1999 concerning Consumer Protection (UUPK). These provisions emphasize that consumers who feel aggrieved can file a lawsuit directly with the district court, either personally, through legal counsel, through a non-governmental consumer protection institution, or even collectively with other consumers.

According to Samsul Ma'arif, consumers have two options in filing a lawsuit: individually or collectively through a class action mechanism (Samsul Ma'arif, 2021: 134). Article 18 paragraph (1) and (2) of Law Number 11 of 2008 concerning Electronic Information and Transactions (UU ITE) has provided space for parties in electronic transactions to determine the law used in the event of a cross-border dispute. However, the choice of law must not conflict with the principles of consumer protection that have been regulated nationally. This means that even if transactions are carried out across jurisdictions, legal protection for Indonesian consumers must still be guaranteed and must not be ignored on the basis of a choice of law clause in a digital contract.

4. Cross border dispute resolution

In the era of globalization and the rapidly developing digital revolution, geographical borders are no longer a barrier to trade activities. One real form of this phenomenon is the exponential growth of cross-border e-commerce transactions, where consumers from one country can easily buy goods or services from business actors in another country with just a few clicks through digital devices.

According to Naomi Creutzfeldt and colleagues, cross-border dispute resolution requires approaches and mechanisms that are specifically designed to bridge the legal gap between countries. The goal is that consumers can still gain access to justice in a fair, fast, cheap, and effective manner even when dealing with cross-border business actors who are geographically distant and legally different (Naomi Creutzfeldt, C. Gill, et al., 2021: 87).

In this context, various approaches have been designed both at the international and regional levels. These approaches emphasize the principles of flexibility, cost efficiency, and the use of information technology as the main medium for dispute resolution. Some of the main methods used in resolving cross-border disputes in the realm of e-commerce include:

a. Internasional's Arbitration

In the context of increasingly complex cross-border dispute resolution along with the development of globalization and digitalization, international arbitration has emerged as one of the most widely relied upon legal instruments in resolving global trade conflicts. This form of dispute resolution is basically a method outside of conventional court channels, where the disputing parties, whether individuals, companies, or cross-border business entities voluntarily and contractually submit the resolution of their case to one or more arbitrators who are independent, neutral, and professional.

The arbitrators are appointed on the basis of mutual agreement, and carry out their duties within a procedural framework that is also agreed upon by the parties, including choosing the arbitration institution, the place where the process takes place, and the language used in the trial. Among the international arbitration institutions most often used as references by global business actors are the International Chamber of Commerce (ICC) based in Paris, the Singapore International Arbitration Center (SIAC),

and the arbitration body under the auspices of the United Nations Commission on International Trade Law (UNCITRAL).

These three institutions have an excellent reputation for professionalism, integrity, and efficiency in dispute resolution, and have proven to be able to accommodate the needs of parties from different legal systems and cultural backgrounds. Choosing the right arbitration institution is often a determining factor in creating a sense of fairness and procedural convenience, especially in cross-border e-commerce transactions that often give rise to disputes due to differences in legal perceptions between business actors and consumers from different countries (Gary Born, 2021: 1172).

This of course provides a guarantee of legal certainty and efficiency of time and costs, which are very important in the context of fast-moving global trade (Albert Jan van den Berg, 2008: 39-58).

b. Online Mediation

Online mediation is an alternative dispute resolution approach that relies on the assistance of a neutral mediator to facilitate dialogue and negotiation between the disputing parties, so that they can reach a mutually agreed solution. The main difference between conventional mediation and online mediation lies in the medium used: online mediation takes place entirely in the digital space, utilizing information and communication technology as the main means.

By providing an alternative resolution outside of litigation, online mediation helps avoid long case queues, complicated trial processes, and high court costs. This is in line with the principles of modern justice that emphasize efficiency, substantive justice, and speed of case resolution. In the context of Indonesian law, recognition of electronic mediation has been explicitly regulated in the Regulation of the Supreme Court of the Republic of Indonesia Number 3 of 2022 concerning Electronic Mediation Procedures in Court (Albert Jan van den Berg, 2008: 39-58).

c. Online Dispute Resolution (ODR)

Amidst the rapid flow of digitalization and globalization, the traditional dispute resolution system that relies on physical meetings, formal processes, and high costs is increasingly considered less relevant for a digital society that demands efficiency, speed, and cross-regional accessibility. One of the legal innovations that has emerged in response to these challenges is Online Dispute Resolution (ODR), a technology-based dispute resolution mechanism that allows for online case resolution without the physical presence of the parties. In this system, processes such as negotiation, mediation, and arbitration are carried out electronically, with the support of various digital communication devices that allow for long-distance interaction in real time or asynchronously.

The concept of ODR basically not only adopts the principles of alternative dispute resolution (ADR), but also expands it by including elements of technological innovation to create a more adaptive and inclusive system for modern society living in a cross-border digital ecosystem (Ethan Katsh, 2017: 4).

The main advantage of ODR lies in its ability to overcome geographical and administrative limitations that have so far been the main obstacles in resolving cross-border disputes. In the context of cross-jurisdictional e-commerce transactions, consumers in Indonesia, for example, no longer need to face barriers such as language differences, the physical location of the business actor, or high costs to assert their rights in the country where the seller is located.

d. Cooperation between Consumer Protection Authorities

In the context of globalization and the increasing spread of cross-border digital trade activities, cooperation between consumer protection authorities from various countries has become a non-negotiable necessity. The complexity of cross-border transactions involving various legal systems, cultures, and different legal jurisdictions makes consumer dispute resolution more complicated than domestic disputes.

These efforts include harmonizing national policies with international standards, strengthening institutional capacity, and developing more modern dispute resolution methods such as Alternative Dispute Resolution (ADR) and Online Dispute Resolution (ODR). These mechanisms are very relevant in today's digital era, where transactions are carried out quickly and across countries without physical borders. Without strong collaboration, consumers risk being trapped in a situation where foreign business actors cannot be reached by national law, resulting in impunity and injustice in the digital trade system (UNCTAD, 2020: 17-19).

e. The Importance of International Regulation

The development of comprehensive and harmonized international regulations is a crucial aspect in facing various consumer protection challenges in cross-border e-commerce transactions. With the rapid development of digital trade involving many jurisdictions, a regulatory framework is needed that is able to unify global consumer protection standards so that there are no legal loopholes that can be exploited by business actors to avoid responsibility towards consumers from other countries.

This regulation must cover various important aspects such as the obligation to provide transparency of product information, protect the security of personal data, secure electronic transactions, and establish clear responsibilities for digital platforms and business actors in protecting cross-border consumers.

Various international institutions, such as the United Nations Conference on Trade and Development (UNCTAD) and the Organisation for Economic Co-operation and Development (OECD), have initiated global guidelines and recommendations that can be used as references by countries in formulating national policies related to consumer protection in the digital realm.

Consumer Legal Protection in the Perspective of Islamic Law

In the framework of Islamic law, economic activities are not only understood as efforts to fulfill worldly needs, but are also part of good deeds that have the value of worship if they are based on good intentions and carried out in accordance with sharia principles. This includes all forms of muamalah transactions, including transactions that take place electronically or are better known in contemporary terms as e-commerce.

The very rapid development of information technology has encouraged the birth of various new forms of buying and selling transactions, which no longer require the physical presence of the seller and buyer, but are still legally binding and give rise to consequences of rights and obligations as with conventional transactions. In this context, Islam views that even though the form and medium change, the essence and basic values in transactions must not shift from the principles of muamalah which are sourced from the Qur'an, Sunnah, ijma', qiyas, and the rules of fiqh (Muhammad Syafi'I Antonio, 2006: 89-91).

a. The principle of monotheism (Tauhid)

In Islamic teachings, the principle of monotheism or the oneness of God is not only in theology, but is also the main foundation in all aspects of human life, including in the realm of economics and business transactions. Tauhid emphasizes that all human

activities, both ritual worship and social worship, such as buying and selling, must always be based on full awareness of the existence and power of Allah SWT as the Almighty God who controls all things.

This is confirmed in the Al-Qur'an Surah Al Baqarah verse 282, which explicitly orders that every transaction involving debts and receivables be documented in writing, witnessed by a third party, and carried out with full fairness. This verse not only provides a basis in Islamic law for the need for clarity in contracts and protection of the rights of the parties, but also shows that Islam highly upholds the principles of transparency and moral responsibility in muamalah.

This verse is one of the longest verses in the Koran and shows how serious Islam is in regulating ethics and legal protection in economic transactions. In the context of consumer protection, this principle mandates that transactions are not only valid administratively and legally formal, but must also be valid morally and spiritually. Every party involved in the transaction must realize that Allah SWT always watches over all forms of human behavior, and no deed escapes the record of good deeds.

b. The Principle of Halal

One of the fundamental principles in Islamic law that greatly determines the validity of a transaction, including in electronic transactions or e-commerce, is the principle of halal. In this context, the object of the transaction, whether in the form of goods or services, must meet the criteria of halal, which includes aspects of the substance, how to obtain, and how to use the product. In other words, goods or services traded on the e-commerce platform must be free from all elements that are prohibited by Islamic law.

Compliance with the principle of halal is in line with the very famous saying of the Prophet Muhammad SAW, namely: "Indeed, Allah is good and does not accept except that which is good (halal)" (HR: Muslim). This hadith emphasizes that everything that comes from a Muslim - whether in the form of worship or social transactions - must meet the standards of goodness and halalness in order to be accepted by Allah SWT.

In the context of economics and consumer transactions, this means that the products produced, traded, and consumed must be clearly halal, so that they do not cause doubt, harm, or sin. In practice, this principle has very broad implications. For example, in the trade of electronic goods, in addition to the halal aspects of the substance of the goods which physically do not contain any haram elements, it is also necessary to pay attention to the source of funds used for the purchase, the method of payment, and the transaction procedures so as not to violate sharia principles such as usury or gharar.

c. The principle of justice

The principle of justice ('Adl) is one of the fundamental principles in Islam that must be the basis for all aspects of life, including economic activities and business transactions. In the context of muamalah, it is not only interpreted as equal rights and obligations between transaction actors, but also includes honesty, transparency, and balanced social responsibility between sellers and buyers. This principle requires that no party is harmed or unfairly benefited in any form of transaction.

In terms of shipping goods, the principle of justice requires business actors to fulfill their obligations on time and according to the agreement. Delays in shipping without a clear reason, or shipping goods that do not match the description, are not only violations of consumer law, but also of moral principles in Islam.

This is because Islam emphasizes the importance of amanah and shidq (honesty) in every transaction, which are direct derivatives of the principle of justice itself.

The word of Allah SWT in Surah An-Nahl in verse 90 reads:

"Indeed, Allah enjoins justice, good deeds, and assistance to relatives. He (also) forbids indecency, evil, and hostility. He teaches you so that you may always remember."

Thus, the principle of justice in e-commerce transactions according to the Islamic perspective is not only normative but also very practical and applicable. It demands equal treatment, honest information, and balanced protection between the rights and obligations of all parties involved.

In practice, this principle becomes an important guideline in designing regulations, operational standards, and e-commerce platform policies so that they not only meet formal legal aspects, but also reflect the ethical and spiritual values taught in Islam. In this framework, justice becomes the guardian of harmony in the digital world and ensures that technological developments do not sacrifice the values of humanity and faith that are the core of Islamic teachings (M. Syafi'i Antonio, 2011: 37-39) / (Ahmad Wibisono Nasution, 2013: 55-58).

d. The principle of honesty (*Shiddiq*)

The principle of honesty (*Shiddiq*) in Islam is not merely an optional moral recommendation, but rather a fundamental principle of life and an integral part of a Muslim's identity, especially in matters of muamalah or socio-economic activities, including in the practice of buying and selling. Islam firmly emphasizes the importance of honesty as the main foundation in transactions. Honesty in this case does not only include conveying correct information about a product or service, but also includes moral integrity, clean intentions, and openness in all forms of business communication between sellers and buyers.

The prohibition of fraud and the command to be honest are emphasized in many hadiths of the Prophet Muhammad SAW. One of the most famous sayings of the Prophet states: "Whoever deceives, then he is not from my group." (HR. Muslim). This hadith has a very strong meaning, not only because it condemns the act of deceit, but also because it threatens a person's membership status in the Muslim community. This means that people who betray the principle of honesty not only damage business relationships, but also separate themselves morally and spiritually from the values taught by the Prophet.

In another hadith, the Messenger of Allah (PBUH) said: "Honest and trustworthy traders will be with the prophets, the righteous, and the martyrs on the Day of Resurrection." (Narrated by Tirmidhi). This hadith shows that business activities carried out with honesty are not just ordinary economic activities, but have a high spiritual dimension. Honesty in transactions can be a means of getting closer to Allah and gaining a noble status in His sight.

Therefore, the principle of shiddiq must be revived as a form of moral and religious responsibility. Honesty must be a value embedded in every business process, not only in terms of promotion, but also in packaging, shipping, after-sales service, and in responding to complaints or returns of goods. Honest sellers will not only gain worldly benefits, but also gain blessings and rewards in the hereafter.

e. The principle of *An-Taradhin*

The principle of mutual consent (*An-Tarādīn*) is one of the main principles in Islamic law that underlies the validity of a transaction. This principle emphasizes that every form of exchange or trade must be based on the willingness and agreement of both parties involved, namely the seller and the buyer. In Islamic jurisprudence terminology, this principle is referred to as '*an tarādīn minkum*', which means "on the

basis of mutual consent between you." There must be no element of coercion, information manipulation, pressure, intimidation, or imbalance of knowledge (information asymmetry) in the buying and selling process. Transactions that are not based on voluntary agreement are considered void, flawed in sharia, and have the potential to cause injustice and loss to one of the parties.

The textual basis of this principle is explicitly stated in the Qur'an, Surah An-Nisa verse 29, where this verse is a strict prohibition against all forms of economic practices that violate the principles of justice and consent, such as fraud, coercion, theft, usury, and transactions that contain elements of uncertainty (gharar).

On the contrary, Islam highly values the form of business that is carried out based on free agreement from both parties without pressure and lies. In the context of modern e-commerce, the principle of *an-tarādīn* has a very significant relevance.

However, problems often arise when consumers do not carefully read the contents of the contract due to time constraints or the length of the document. In this situation, moral responsibility must also be emphasized to business actors to present important information concisely, easily understood, and not confusingly so that consumer decisions truly reflect conscious and voluntary agreement.

f. The principle of *Tawaqquh*

The Principle of Caution (*Tawaqquh*) is one of the essential values in Islamic teachings that needs to be applied in all aspects of life, including in the practice of economic transactions. In the context of muamalah, a cautious attitude or *tawaqquh* is interpreted as the desire to be careful, thorough, not hasty, and not easily tempted by instant profits or suspicious offers. Islam not only emphasizes the importance of honesty and fairness in buying and selling, but also encourages every individual to act carefully and with consideration in order to avoid losses, fraud, and exploitation that can harm themselves or others.

This principle is in line with *maqāṣid al-sharī'ah* which requires the creation of protection for property (*hifz al-māl*) as one of the five main objectives of sharia. Caution in transactions is also reflected in various hadiths of the Prophet Muhammad SAW, such as his words: "Leave what makes you doubtful for what does not make you doubtful" (HR. Tirmidhi). This hadith teaches the importance of avoiding things that are vague and uncertain, and encourages Muslims to always prioritize clarity and security in every transaction decision taken.

Furthermore, the principle of caution must also be applied by business actors. Responsible sellers will ensure that all information conveyed to consumers is accurate, not misleading, and in accordance with the actual condition of the goods. They must also proactively explain certain risks that may occur after purchase, and provide responsive customer service if problems arise. Thus, caution is not only a form of protection for consumer rights, but also reflects the integrity and professional ethics of the seller himself.

The principle of *tawaqquh* is also in line with the spirit of consumer protection as regulated in various positive regulations, such as Law No. 8 of 1999 concerning Consumer Protection, which requires business actors to provide correct, clear, and honest information regarding the condition and guarantee of goods and/or services. In this context, Islam and positive law go hand in hand in protecting consumers from detrimental and unethical business practices.

CONCLUSIONS

Based on the research results, legal protection for consumers in electronic transactions on Shopee covers several main aspects, namely product information, payment security, personal data protection, delivery of goods, and post-transaction services. Although Shopee has implemented protection features such as an escrow system and a return policy, challenges such as fraud and late delivery still exist. Dispute resolution mechanisms involve internal channels, BPSK, courts, and cross-border, each of which has its own advantages and challenges. From an Islamic legal perspective, principles such as monotheism, halal, justice, honesty, mutual consent, and prudence are very important to maintain integrity and ethics in transactions, thus creating justice and blessings in business.

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