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LEGAL ANALYSIS OF DEFAULT IN SALE AND PURCHASE TRANSACTIONS USING THE CASH ON DELIVERY PAYMENT METHOD ON THE SHOPEE MARKETPLACE

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Abstract

The development of e-commerce banking in Indonesia has led to the rise of Cash on Delivery (COD), a popular payment method among consumers. However, the practice of COD also poses a risk of default: consumers refusing to pay or accept goods without a valid reason, which is detrimental to sellers and couriers. This study aims to analyse the problem *of default* in COD transactions on *the* Shopee *marketplace* from the perspectives of positive law, *muamalah fiqh*, and the Consumer Protection Law. The research method employs a normative-empirical approach, including a review of legal documents and the literature, as well as interviews with Shopee consumers and couriers. The results of the study show that COD transactions have the characteristics of a cash sale-and-purchase agreement (*bai'mutlaq*) but contain elements of uncertainty (*gharar*) for the seller. Formal law enforcement is limited to small transactions, so *platform law* becomes a practical mechanism for resolving disputes internally. This study emphasises the need to strengthen regulations, transparent internal *marketplace* procedures, and consumer legal education to ensure that COD transactions are fair, safe, and in accordance with *Sharia* principles.

Keywords: Breach of contract, Cash on Delivery, Consumer Protection, Islamic jurisprudence.

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Abstrak

Perkembangan perbankan e-commerce di Indonesia telah mendorong popularitas metode pembayaran Cash on Delivery (COD) di kalangan konsumen. Namun, praktik COD juga menimbulkan risiko gagal bayar: konsumen menolak membayar atau menerima barang tanpa alasan yang sah, yang merugikan penjual dan kurir. Penelitian ini bertujuan untuk menganalisis masalah *gagal bayar* dalam transaksi COD di *pasar* Shopee dari perspektif hukum positif, *fiqh muamalah*, dan Undang-Undang Perlindungan Konsumen. Metode penelitian menggunakan pendekatan normatif-empiris, termasuk tinjauan dokumen hukum dan literatur, serta wawancara dengan konsumen dan kurir Shopee. Hasil penelitian menunjukkan bahwa transaksi COD memiliki karakteristik perjanjian jual beli tunai (*bai'mutlaq*) tetapi mengandung unsur ketidakpastian (*gharar*) bagi penjual. Penegakan hukum formal terbatas pada transaksi kecil, sehingga *hukum platform* menjadi mekanisme praktis untuk menyelesaikan sengketa secara internal. Penelitian ini menekankan perlunya memperkuat regulasi, prosedur internal *pasar* yang transparan, dan pendidikan hukum konsumen untuk memastikan bahwa transaksi COD adil, aman, dan sesuai dengan prinsip-prinsip *Syariah*.

Kata kunci: Cash on Delivery, Perlindungan Konsumen, Fiqh Islam.

INTRODUCTION

With the rapid development of technology, it is now easier than ever for everyone to engage in activities and access a wide range of information through social media. One opportunity that leverages this technological development is online buying and selling, which makes it easier for everyone to purchase the items they want. In the past, buying and selling transactions had to be conducted face-to-face between the seller and the buyer. Now, there are electronic business features that do not require buyers and sellers to meet in person. This type of activity is also referred to as a marketplace by the public.[1]

One of the payment methods that supports Shopee's dominance and the growth of e-commerce in Indonesia is Cash on Delivery (COD). Although digital payment options are increasingly diverse, COD remains the favourite

[1]Hurriyah Badriyah, *Rahasia Sukses Besar Bisnis Tanpa Modal* (Jakarta: Kunci Komunikasi, 2014). p. 3.

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choice for most consumers.[2] According to a 2025 survey by the Indonesian Internet Service Providers Association (APJII), Shopee ranked first among e-commerce platforms, with 53.22% of respondents choosing it. This figure demonstrates Shopee's continued dominance amid increasingly fierce competition among online shopping platforms. This popularity stems from perceptions of security: consumers feel more protected because they can verify receipt of goods in person before payment, reducing concerns about fraud from irresponsible sellers. Shopee itself acknowledges that the COD service is designed to reach a wider consumer segment, particularly those who do not yet have full access to digital financial services.[3]

Internet commerce is essentially similar to commerce in general, in that agreements are the main factor in the purchase and sale of goods or services. The only difference lies in the medium used, namely the internet. With this concept of transaction, traditional buyers and sellers need to conduct face-to-face transactions, whereas now it has become the concept *of e-commerce*, or non-face-to-face transactions.[4]

According to Kotler & Armstrong, e-commerce is an online network that businesses use via computers to conduct their activities and that consumers use to obtain information via computers connected to the internet. Ridwan Khairandy argues that e-commerce is the business activity of buying and selling products and services through a network of computers connected to the internet.[5]

The ITE Law (Article 1(2)) defines Electronic Commerce as "a legal action carried out using computers, computer networks and/or other electronic media". Winston and Kalakota define *E-commerce*, viewing *it* from various perspectives, including: "Communication": *E-commerce* is the transfer of data on products, goods, or services, or payments via computer networks, telephones, or other electronic media. However, the methods designed to build

[2] Chairul Fahmi, Audia Humairah, and Ayrin Sazwa, 'MODEL OF LEGAL DISPUTE RESOLUTION FOR BUSINESS CONTRACT DEFAULT', *JURISTA: Jurnal Hukum Dan Keadilan* 7, no. 2 (December 2023): 242–63, https://doi.org/10.22373/JURISTA.V7I2.228.

[3]'Goodstats.Id, "Daftar E-Commerce Terfavorit Dikunjungi", Dikutip Pada Www.Goodstats.Id.'

[4]Mansur and Didik M, *Cyber Law: Aspek Hukum Teknologi Informasi* (Jakarta: Refika Aditama, 2005). pp. 187-196.

[5]Ridwan Khairandy, 'Pembaharuan Hukum Kontrak Sebagai Antisipasi Transaksi Electronic Commerce', *Jurnal Hukum IUS QUIA IUSTUM* 8, no. 16 (2001): 42.

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trust create a paradox, as they open significant loopholes for abuse that undermine the trading ecosystem itself.

The phenomenon of consumers refusing to pay for cash-on-delivery orders after couriers have delivered the goods has become a systemic and disturbing problem. These refusals are often based on legally unjustifiable reasons, such as "the goods do not meet expectations," even though the package has not been opened, or the buyer simply changes their mind after the goods have been delivered. This unilateral action causes real and direct financial losses for sellers, especially Micro, Small, and Medium Enterprises (MSMEs), who must bear the costs of packaging, two-way shipping, and the risk of product damage during the return process. On the other hand, couriers, as the frontline of these transactions, also become victims, suffering losses in time, effort, and operational costs, and often becoming targets of verbal or physical aggression from consumers.[6]

This situation highlights the fundamental tension between market needs and legal realities. On the one hand, platforms such as Shopee are commercially driven to offer COD services to meet massive market demand and remain competitive. On the other hand, this practice leads to a high incidence of contract breaches (defaults) that are difficult and impractical to resolve through formal legal channels, such as district courts, especially for small-value transactions. As a result, there has been a shift in the mechanism of law enforcement from what should be provided by the state to a private enforcement mechanism regulated and executed by the platform itself (*platform law*). This phenomenon, along with the public's lack of legal understanding of the nature and consequences of online sales agreements, creates an urgent need for in-depth legal analysis and a comprehensive understanding.[7]

In *Cash on Delivery* (COD) transactions, the sales contract differs from direct sales (bai' mutlaq) and salam sales. Therefore, it is necessary to identify the contract that best aligns with the principles of fiqh muamalah so that the transaction is valid and avoids gharar (uncertainty). A direct sale-and-

[6]'Perbankansyariah.Umsida.Ac.Id, "Permasalahan Cod Pembatalan Sepihak", Dikutip Pada Www.Perbankansyariah.Umsida.Ac.Id.'

[7]Abdul Rahman, 'Wanprestasi Dalam Transaksi Jual Beli Online Melalui Fitur Cash On Dilevery Pada Aplikasi Marketplace', *Jurnal Penelitian Hukum* 31, no. 2 (n.d.): 110–28.

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purchase contract (bai' mutlaq) occurs when there is an ijab (offer) and a qabul (acceptance), and payment is made immediately. The following elements are characteristic of direct sale and purchase. First, the buyer and seller meet directly, see the goods, and make cash payments. In the context of COD transactions, direct sale and purchase contracts are only finalised when the buyer receives the goods and pays the courier. Second, before payment is made, the goods remain the seller's property, and the buyer is not yet legally bound to pay.

If the buyer refuses the goods without a valid reason, then the transaction does not take place, so the courier only acts as a delivery person who can return the goods to the seller. Thus, COD can be considered a direct sale and purchase agreement if payment is made on the spot and the buyer consents upon receipt of the goods. However, the disadvantage is that there is no guarantee for the seller that the buyer will pay, so there is still an element of gharar in the transaction commitment.[8]

Law No. 8 of 1999 was enacted to protect the rights and obligations of consumers and sellers. Rights are powers granted by law to protected parties, whether individuals or entities. Rights are powers to do something, regulated by law and considered correct actions.[9] Meanwhile, obligations are things that must be done because they are responsibilities. Legal protection is an effort made to provide a sense of security to victims and witnesses.[10]

Consumers' position in online store purchases is considered weak. In online stores, products are only presented with pictures. Buyers can make claims about product quality and the like, but when the goods arrive, the quality may not match the picture. If a complaint is made, it can be difficult to find a clear solution if the product's appearance matches the picture. Again, in online stores, complaints are submitted online with supporting evidence, such as photos or videos. For example, in clothing photos, the fabric type or texture may not be clearly visible. As a result, complaints may not be approved,

[8]Zinol Huda, 'Analisis Akad Dalam Transaksi Cash On Delivery (COD) Menurut Perspektif Fiqh Muamalah', *Jurnal Ekonomi & Bisnis Syariah* 1, no. 1 (2025): 127–42.

[9] Wahyu Akbar et al., 'Optimization of Sharia Banking Regulations in Developing the Halal Cosmetic Industry in Indonesia', *Jurnal Ilmiah Al-Syir'ah* 22, no. 1 (June 2024): 1–12, https://doi.org/10.30984/JIS.V22I1.2611.

[10] Chairul Fahmi, 'Analysis Of Legal Aspects On Capital Investment Fraud In Indonesia', *Proceeding of International Conference on Sharia Economic Law (ICoShEL)* 1, no. 1 (September 2024): 1.

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ultimately harming the buyer.[11]

Trade conducted through electronic or digital media has the same legal basis as trade conducted conventionally. Because they are categorised as the same, trade conducted digitally or through electronic media is also subject to the provisions of Articles 1457-1540 of the Civil Code. Article 1457 states that a sale and purchase is an agreement whereby one person, acting as the seller, transfers ownership of an item to another person, referred to as the buyer. This transfer is accompanied by the buyer paying the item's predetermined price. Article 1457 also states that this agreement is valid and binding between the two parties, namely the seller and the buyer, even if the transfer of goods or payment has not yet taken place. It can be concluded that a sale and purchase constitutes a valid agreement that is binding on both parties, even if the transfer or payment has not yet been made.[12]

In some cases, consumers are disadvantaged if it is discovered that the seller, after being traced, is a foreign national living abroad. In such cases, resolving the issue is difficult because it involves transnational law and must take into account the jurisdiction of other countries. The process is certainly complicated and often avoided by buyers, who ignore the loss. This is because resolving such disputes inevitably incurs high additional costs, so it is better not to pursue them. Additionally, in transnational disputes, language barriers hinder communication between the parties. If the losses are deemed not to exceed the costs of resolution, consumers are better off avoiding the dispute altogether. For this reason, it is advisable to make purchases from domestic sellers, as resolving any unforeseen issues would be much simpler.

In an interview, Hasan, a Shopee customer, explained that the COD payment system can sometimes benefit customers but can also be detrimental when goods arrive and cannot be returned. This also affects Shopee couriers, who are considered to have failed to deliver the package when the goods the customer ordered are not as expected, resulting in the loss of the Shopee courier fee.[13]

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[11]Indra Kirana and Rahmi Ayunda, 'Sistem Belanja Cash On Delivery(COD) Dalam Perspektif Hukum Perlindungan Konsumen Dan Transaksi Elektronik', *Jurnal Surya Kencana Satu:Dinamika Masalah Hukum Dan Keadilan* 13, no. 1 (2022): 69–73.

[12] *Ibid.*, 70–73.

[13]*Hasil Wawancara Bersama Hasan, Kostumer Shopee (COD) Di Lampulo.* (n.d.).

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A similar point was made by Muhammad Iqbal, a Shopee courier, who explained how difficult it is to find work at present, with the economy continuing to decline drastically, coupled with fees of only Rp. 2,500 being deducted due to failed deliveries, whether the package was not accepted or the customer was not at home.[14] This is what the author is currently examining to find a positive solution to this problem.

DATA AND METHOD

This research is qualitative, with a normative-empirical approach.[15] The *empirical* approach complements the analysis of COD transactions and the impact of payment rejection on consumers, sellers, and couriers. This *empirical* data strengthens the normative analysis, aligning it with the actual conditions in the field.[16] This study is *descriptive-analytical*, systematically describing the phenomenon of default in COD transactions and then analysing it under positive law and Islamic economic law to draw comprehensive conclusions.[17] The data sources in this study consist of *primary* and *secondary* data. *Primary* data was obtained through interviews with consumers and Shopee couriers who were directly involved in COD transactions. Meanwhile, *secondary* data were obtained through literature reviews covering the Civil Code, Law Number 8 of 1999 concerning Consumer Protection, the Electronic Information and Transaction Law, and relevant *muamalah fiqh* literature and scientific journals. Data were collected through literature reviews and limited interviews. The data obtained was then analysed *qualitatively* by examining the conformity between *empirical* facts and applicable legal norms, both according to positive law and *muamalah fiqh*.[18]

RESULTS AND DISCUSSION

[14]*Hasil Wawancara Bersama Muhammd Iqbal, Kurir Shopee (COD) Di Kuta Alam.* (n.d.).

[15]Johnny Ibrahim, *Teori Dan Metodologi Penelitian Hukum Normatif* (Malang: Bayumedia Publishing, 2012). p. 295.

[16]Zainuddin Ali, *Metode Penelitian Hukum* (Jakarta: Sinar Grafika, 2018). p. 105.

[17]Peter Mahmud Marzuki, *Penelitian Hukum* (Jakarta: Kencana, 2017). p. 181.

[18]Matthew B Miles and A. Michael Huberman, *Qualitative Data Analysis* (California: Sage Publications, 2014). p. 16.

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A. The Concept of Default in *Cash on Delivery* (COD) Transactions on *the* Shopee *Marketplace*

Breach of contract is a form of violation of obligations arising from an agreement. In Indonesian civil law, the concept of breach of contract is rooted in Article 1234 of the Civil Code, which states that performance may take the form of an obligation to give something, to do something, or to refrain from doing something. When one party fails to fulfil these obligations, the other party may declare a breach of contract.[19]

In a transaction, a seller-buyer through the marketplace Shopee using the COD payment method, the legal relationship between the seller and the buyer cannot be understood simply as a transaction that occurs only when payment is made. Legally, the sales agreement is formed as soon as the seller and buyer agree on the goods and price, and the agreement is recorded in the electronic system.[20] This is in line with Article 1320 of the Civil Code on the validity of agreements, as well as Article 1457, which states that a sale is considered to have taken place even if the goods have not been delivered and the price has not been paid.[21]

The buyer's agreement to order goods on the Shopee application, as evidenced by the *checkout* process and order confirmation, constitutes a form of *consensus ad idem* that creates a legal bond between the parties. The COD payment method does not eliminate the buyer's obligation to pay; it merely delays payment. Therefore, the obligation to pay the price of the goods remains the buyer's primary obligation, which must be fulfilled upon delivery of the goods in accordance with the order.

Problems arise when the buyer refuses to make a COD payment without a valid reason, such as simply changing their mind, feeling that the goods do not meet their expectations without conducting a proper inspection, or refusing to accept the goods even though they match the description. Such actions can be classified as a breach of contract by non-performance.

Refusal to pay COD can also be categorised as a violation of the principle of *good faith, as stipulated in Article 1338, paragraph (3) of the Civil Code, which*

[19]Kitab Undang-Undang Hukum Perdata, Pasal 1320 Dan Pasal 1457.

[20] Muhammad Achyar, Chairul Fahmi, and Riadhus Sholihin, 'ISLAMIC LAW REVIEW OF MONOPOLY PRACTICES IN MODERN ECONOMICS', *Al-Mudharabah: Jurnal Ekonomi Dan Keuangan Syariah* 5, no. 2 (2024): 288–308.

[21]Subekti, *Hukum Perjanjian* (Jakarta: Intermasa, 2014). p. 45.

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requires that every agreement be executed in good faith. Consumers who have agreed to the transaction from the outset but then refuse to fulfil their obligations without a clear legal basis have acted in bad faith and caused harm to the other party.[22]

From a legal liability perspective, default in COD transactions not only affects the relationship between the seller and the buyer but also causes derivative losses to the courier. Couriers in COD transactions act as intermediaries or *representatives* of the seller in delivering goods and receiving payments. When buyers refuse to pay, couriers bear losses in the form of lost *fees*, wasted time and energy, and potential sanctions from the platform. However, the courier is not a party to the sale and purchase agreement and therefore should not bear the consequences of the buyer's default. Therefore, it can be legally concluded that refusal to pay COD without a valid reason constitutes a form of default that violates the provisions of the Civil Code and the principle of good faith in agreements.

This situation indicates an imbalance in legal understanding among consumers and a need to strengthen regulations and legal education so that COD payment methods do not become a means of abuse that harms businesses and parties involved in transactions. In *muamalah fiqh*, in principle, all forms of economic transactions are permitted as long as they do not contain elements that are prohibited *by sharia*, such as *usury*, *gharar*, and *dzulm*. Buying and selling as a muamalah contract must fulfil the pillars and conditions of validity, namely the existence of the contracting parties (*'aqidain*), the object of the contract (*ma'qud' alaih*), and the contract form (*ijab and qabul*).[23]

The prohibition against contract violations and actions that harm other parties in muamalah is also normatively emphasised in the Qur'an. From the perspective of fiqh muamalah, the prohibition against cheating and fraud in transactions is explicitly stated in the Qur'an in Surah Al-Muthaffifin, verse 1:

وَيْلٌ لِّلْمُطَفِّفِيْنَۙ

"Woe to those who cheat (in measuring and weighing)!" (Q.S Al-Muthaffifin: 1).

[22] Chairul Fahmi et al., 'The State's Business Upon Indigenous Land in Indonesia: A Legacy from Dutch Colonial Regime to Modern Indonesian State', *Samarah: Jurnal Hukum Keluarga Dan Hukum Islam* 8, no. 3 (August 2024): 1566–96, https://doi.org/10.22373/SJHK.V8I3.19992.

[23] Wahbah Az-Zuhaili, *Al-Fiqh al-Islami Wa Adillatuhu* (Damaskus: Dar al-Fikr, 2011). , p. 8.

DOI: http://doi.org/10.22373/al-mudharabah.v7i1.9692

This verse explains the strict prohibition of all forms of cheating and dishonesty in muamalah transactions, whether through reducing weights and measures or through reneging on obligations in agreements. The meaning of cheating in Surah Al-Muthaffifin verse 1 is not limited to conventional buying and selling practices. Still, it includes any act that harms another party after an agreement has been made. In *Cash on Delivery* (COD) transactions, refusal to pay without a valid reason after an agreement has been reached constitutes fraud because the consumer avoids the obligation to pay for the goods, thereby contradicting the principles of honesty, trustworthiness, and justice in Islamic transactions.

COD transactions on *the* Shopee *marketplace* involve the seller and buyer as the contracting parties, while *the platform* and courier act as intermediaries. The object of the contract and the price have been determined through an electronic system, so in principle, the element of clarity is fulfilled. However, COD payment is made after the goods are received, so this contract is not entirely the same as a cash sale (bai'mutlaq) but rather resembles a deferred-payment sale (*bai'muajjal*).

In COD transactions, the buyer's obligation to pay remains in effect from the moment the contract is agreed upon. Refusal to pay without a valid reason, such as a clear defect in the goods, constitutes a violation of the principle *of wafa' bil 'aqd* (fulfilling the contract). Furthermore, such actions have the potential to cause *gharar* and harm the seller and courier, which is contrary to the principle *of la dharar wa la dhirar*.[24] Thus, COD transactions are basically permissible in *muamalah fiqh* as long as they are carried out in good faith. However, refusing COD payment without a valid reason is impermissible under Sharia law, as it violates the contract and the principle of justice in muamalah.

Legal Protection for Sellers and Couriers in the Perspective of the Consumer Protection Law: Law No. 8 of 1999 concerning Consumer Protection (UUPK) was designed to balance the rights and obligations of consumers and business actors. Therefore, consumer protection cannot be interpreted unilaterally as solely protecting consumers; it must also guarantee legal certainty for business actors. Article 5 of *the UUPK* explicitly states that consumers are obliged to act

[24] *Ibid., p*. 181.

DOI: http://doi.org/10.22373/al-mudharabah.v7i1.9692

in good faith in conducting transactions and to pay in accordance with the agreed exchange rate.[25]

In *Cash on Delivery* (COD) transactions on *the* Shopee *marketplace*, these consumer obligations are often overlooked. Refusal to pay COD without a valid reason, such as simply changing one's mind or claiming non-conformity without proof, constitutes a violation of consumer obligations and can be classified as a civil offence.[26] This action not only causes financial loss to the seller but also disrupts the principles of balance and legal certainty in electronic transactions.[27]

For sellers, especially Micro, Small, and Medium Enterprises (MSMEs), refusing COD payments causes real losses, including packaging, shipping, and return costs, as well as the risk of product damage. In this context, the seller's position is weak because the legal protection mechanism against consumer default is not yet effective, especially for small-value transactions that are inefficient to resolve through litigation.[28]

In addition to sellers, couriers are also directly affected by the rejection of COD payments. Couriers in COD transactions act only as intermediaries or representatives in delivering goods and receiving payments. However, in practice, couriers often bear the economic costs of lost fees, incentive deductions, and psychological strain from conflicts with consumers. In fact, couriers are not parties to the sales agreement, so legally they cannot be held responsible for consumer default.[29]

This situation shows that *the UUPK* does not explicitly provide legal protection for third parties, such as couriers, in *marketplace-based* electronic transactions. As a result, protection for couriers depends more on the internal policies of private, unilateral platforms, which can cause substantive injustice.[30] Therefore, there is a need to strengthen regulations that emphasise consumer responsibility in COD transactions and to ensure fair legal

[25]Undang-Undang Nomor 8 Tahun 1999 Tentang Perlindungan Konsumen, Pasal 5.

[26]Subekti, *Hukum Perjanjian*. p. 45.

[27]Ahmadi Miru and Sutarman Yodo, *Hukum Perlindungan Konsumen* (Jakarta: Raja Grafindo Persada, 2017). p. 3.

[28]Celina Tri Siwi Kristiyanti, *Hukum Perlindungan Konsumen* (Jakarta: Sinar Grafika, 2019). p. 78.

[29]Munir Fuady, *Hukum Kontrak (Dari Sudut Pandang Hukum Bisnis)* (Bandung: Citra Aditya Bakti, 2016). p. 92.

[30]Ibrahim, *Teori Dan Metodologi Penelitian Hukum Normatif*. p. 320.

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protections for sellers and couriers. This strengthening can be achieved through harmonising *the UUPK* with electronic transaction regulations and improving public legal literacy so that COD transactions proceed in accordance with the principles of fairness, legal certainty, and benefit.[31]

B. Dispute Resolution and *Legal Platforms* in COD Transactions

Cash on Delivery (COD) transactions on *the* Shopee *marketplace* present unique dispute risks, especially when consumers refuse to pay or accept goods without a valid reason. Formally, consumer default can be pursued through the civil court system based on Article 1266 of the Civil Code, which regulates the seller's right to demand fulfilment or compensation for default.[32] However, formal dispute resolution practices are often inefficient for small-value transactions due to lengthy procedures, high costs, and administrative complexity, making them economically disproportionate to the value of the loss.[33]

This phenomenon has led to the emergence of *platform law*, a set of internal regulations that marketplaces use to resolve disputes privately and efficiently. The *platform law* mechanism includes several procedures, including: Internal Mediation: Sellers, couriers, and consumers are facilitated by the platform to resolve disputes informally. Administrative Sanctions: Consumers or couriers who fail to fulfil certain obligations may be subject to penalties, such as *fee* reductions or restrictions on service usage. Return Policy: The platform establishes standard rules regarding the condition of goods, return periods, and shipping costs.[34]

From a legal perspective, platform law has limited power. Platform decisions are private and do not have the same executive power as court decisions. This means that the enforcement of sellers' and couriers' rights still depends on consumer compliance and internal platform policies.[35] Nevertheless, *platform law* is an effective instrument for reducing conflicts and accelerating the resolution of

[31]Soerjono Soekanto, *Faktor-Faktor Yang Mempengaruhi Penegakan Hukum* (Jakarta: Rajawali Pers, 2015). p. 12.

[32]Kitab Undang-Undang Hukum Perdata, Pasal 1266.

[33]Subekti, *Hukum Perjanjian*. , p. 56.

[34]Ibrahim, *Teori Dan Metodologi Penelitian Hukum Normatif*. , p. 312.

[35]Kristiyanti, *Hukum Perlindungan Konsumen*. , p. 82.

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disputes that are difficult to reach through formal law, especially for COD transactions of relatively small value.

From the perspective *of muamalah fiqh*, dispute resolution through *a legal platform* is valid as long as it is carried out in accordance with the principles of *amanah* (honesty) and *adl* (justice). Clear and transparent procedures help minimise elements *of gharar* and *dzulm*, which are prohibited in Islamic transactions.[36] This mechanism can also minimise the risk of moral hazard, where consumers deliberately refuse to pay or accept goods without a valid reason.

Another important aspect is protecting third parties, namely, couriers. Couriers act as intermediaries (*representatives*) in delivering goods and receiving payments, but in practice, they often bear the risk of consumer default. This includes the loss of fees, penalties, and psychological pressure when dealing with consumer conflicts. For the *platform law* mechanism to be fair, couriers need clear legal protections, such as the right to scheduled fees and compensation guarantees for delivery failures caused by consumer actions.[37]

The integration of formal law (*state law*) and platform law is key to creating a fair, secure, and sustainable e-commerce ecosystem. *Platform law* does not replace formal law, but serves as a practical tool to address legal gaps and expedite dispute resolution, particularly for cash-on-delivery (COD) transactions that are prone to default. Strengthening external regulations and public legal literacy is crucial to ensure that the rights and obligations of all parties—sellers, couriers, and consumers—are upheld in accordance with the principles of fairness and legal certainty.[38]

CONCLUSION

Based on the analysis, *Cash on Delivery* (COD) transactions on the Shopee marketplace have unique characteristics that require legal attention. Refusal to pay COD without a valid reason constitutes consumer default, which harms sellers and couriers. In positive law, such actions can be pursued civilly under Article 1266 of the Civil Code, while in Islamic commercial law, they contradict the principles of *wafa' bil 'aqd* and the rule of *la dharar wa la dhirar*. COD transactions are similar to

[36]Az-Zuhaili, *Al-Fiqh al-Islami Wa Adillatuhu*. , p. 105.
[37]Miru and Yodo, *Hukum Perlindungan Konsumen*. , pp. 12-15.
[38]Soekanto, *Faktor-Faktor Yang Mempengaruhi Penegakan Hukum*. , p. 12.

cash sales (*bai' mutlaq*) because the contract is finalised upon receipt of the goods and payment. However, they still involve some uncertainty for sellers due to the lack of payment guarantees. Legal protections for sellers and couriers remain limited, and couriers often bear economic and psychological risks due to consumer default. COD dispute resolution is generally handled through a legal framework, such as private internal marketplace policies. Still, it is relatively effective at mediation and return regulation when implemented fairly and faithfully. There is a need to strengthen regulations, transparent internal marketplace policies, and consumer legal education to ensure that COD transactions comply with positive law and Sharia principles.

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