

TRANSAKSI JUAL BELI PRODUK YANG DILARANG DIPERJUAL BELIKAN DI MARKETPLACE SHOPEE

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INTISARI

Penelitian dalam penulisan hukum ini secara objektif bertujuan untuk mengetahui dan mengkaji keabsahan perjanjian dalam transaksi jual beli produk yang dilarang diperjual belikan dalam aplikasi Shopee serta mengetahui dan mengkaji upaya hukum yang dapat ditempuh oleh para pihak apabila terjadi perselisihan hak dan kewajiban.

Penelitian penulisan hukum ini berjenis penelitian hukum normatif empiris dan bersifat deskriptif. Data primer dikumpulkan melalui wawancara dengan narasumber dan data sekunder didapatkan dari studi kepustakaan. Data yang diperoleh kemudian dianalisis menggunakan metode kualitatif.

Penelitian dan pembahasan penulisan hukum ini menghasilkan dua kesimpulan. Pertama, Transaksi jual beli produk yang dilarang diperjual belikan dalam *marketplace* Shopee tidak sah dikarenakan tidak memenuhi syarat sah perjanjian sebagaimana diatur dalam Pasal 1320 KUHPerdara, melanggar UU ITE, UU Perlindungan Konsumen, serta melanggar Kebijakan Barang yang Dilarang dan Dibatasi milik Shopee. Syarat sah perjanjian yang terdapat dalam Pasal 1320 KUHPerdara terbagi menjadi syarat subjektif dan syarat objektif. Konsekuensi dari tidak terpenuhinya syarat subjektif adalah perjanjian tersebut dapat dimintakan pembatalan. Konsekuensi tidak terpenuhinya syarat objektif adalah perjanjian tersebut akan dianggap batal demi hukum. Kedua, upaya hukum yang dapat ditempuh oleh para pihak apabila terjadi perselisihan hak dan kewajiban adalah melalui litigasi (pengadilan) atau non-litigasi. Terdapat 6 (enam) alternatif penyelesaian sengketa atau non-litigasi, yaitu konsultasi, negosiasi, mediasi, konsiliasi, penilaian ahli, dan arbitrase.

Kata kunci : syarat sah perjanjian, *e-commerce*, jual beli produk, litigasi, alternatif penyelesaian sengketa.

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TRANSACTION OF BUYING AND SELLING PRODUCTS THAT ARE PROHIBITED FROM BEING TRADED ON MARKETPLACE SHOPEE

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ABSTRACT

The purpose of this legal research objectively aims to find out and examine the validity of the agreement in the sale and purchase transaction of products that are prohibited from being traded in Shopee also to find out and examine legal remedies that can be taken by the parties in the event of a dispute over rights and obligations.

This legal research uses empirical normative approach and written in descriptive method. Primary data obtained from interviews with respondents and secondary data obtained from literature studies. The data obtained is then analyzed using qualitative method.

Research and discussion of this legal writing produces two conclusions. First, the buying and selling transactions of products that are prohibited from being traded in the Shopee marketplace are invalid because they do not fulfill the legal terms of the agreement as stipulated in Article 1320 of the Civil Code, violate the Bill of Act on Electronic Information and Transaction, the Consumer Protection Law, and violate Shopee's Prohibited and Restricted Goods Policy. The legal terms of the agreement contained in Article 1320 of the Civil Code are divided into subjective terms and objective conditions. The consequence of non-fulfillment of subjective conditions is that the agreement can be requested for cancellation. The consequence of not fulfilling the objective conditions is that the agreement will be deemed null and void. Second, legal remedies that can be taken by the parties in the event of a dispute over rights and obligations are through litigation (court) or non-litigation. There are 6 (six) alternative dispute resolution or non-litigation, namely consultation, negotiation, mediation, conciliation, expert judgment, and arbitration.

Keywords: legal terms of agreement, e-commerce, product sale and purchase, litigation, alternative dispute resolution.

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