

## PELINDUNGAN KONSUMEN PADA PRAKTIK PENCAIRAN LIMIT GOPAYLATER MELALUI JASA GESEK TUNAI (GESTUN) DI MEDIA SOSIAL X

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### INTISARI

Penulisan hukum ini bertujuan untuk mengetahui dan menganalisis: 1) keabsahan praktik pencairan limit GoPayLater melalui jasa gesek tunai di media sosial X berdasarkan Pasal 1320 KUHPPerdata; 2) bentuk perlindungan konsumen pada praktik pencairan limit GoPayLater melalui jasa gesek tunai (gestun) di media sosial X.

Jenis penelitian yang digunakan oleh penulis dalam penulisan hukum ini yaitu metode yuridis empiris. Data yang dikumpulkan dalam penelitian ini diperoleh melalui penelitian lapangan (*field research*) dengan metode wawancara dan penelitian kepustakaan (*library research*) dengan mengkaji bahan-bahan hukum baik primer, sekunder, maupun tersier. Data yang diperoleh dari hasil penelitian kemudian dianalisis menggunakan metode kualitatif secara deskriptif analitis.

Dalam penulisan hukum ini diperoleh hasil penelitian bahwa perjanjian pencairan limit GoPayLater melalui jasa gesek tunai (gestun) di media sosial X tidak memenuhi syarat sah perjanjian menurut pasal 1320 KUHPPerdata yaitu kesepakatan para pihak dan sebab yang halal. Pelindungan konsumen pada praktik pencairan GoPayLater melalui jasa gesek tunai (gestun) dapat dilakukan melalui dua sarana yaitu pelindungan hukum preventif sebagai upaya pencegahan dan pelindungan hukum represif sebagai upaya penyelesaian masalah.

**Kata Kunci:** Perjanjian Jasa, Pencairan GoPayLater, Gesek Tunai, Pelindungan Konsumen

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**REVIEW OF LEGAL PROTECTION FOR CONSUMERS USING SHOPEE  
COIN CONVERSION SERVICES INTO E-WALLET BALANCES ON  
SOCIAL MEDIA X**

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**ABSTRACT**

*This legal writing aims to find out and analyze: 1) the validity of the practice of disbursing GoPayLater limits through cash swipe services (gestun) on social media X based on Article 1320 of the Civil Code; 2) the form of consumer protection in the practice of disbursing GoPayLater limits through cash swipe services (gestun) on social media X.*

*The author employed the empirical juridical method in this legal writing. The data collected in this study were obtained through field research using interviews and library research, examining primary, secondary, and tertiary legal materials. The data obtained from the research results were then analyzed using descriptive analytical qualitative methods.*

*In this legal writing, the research results obtained that the agreement to disburse the GoPayLater limit through the gestun service on social media X does not meet the requirements for a valid agreement according to Article 1320 of the Civil Code, namely the agreement of the parties and a lawful cause. Consumer protection in the practice of disbursing GoPayLater through gestun services can be carried out through two means, namely preventive legal protection as a means of prevention and repressive legal protection as an effort to resolve the problem.*

**Keyword:** *Service Agreement, GoPayLater Disbursement, Cash Swipe, Consumer Protection*

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