

Legal Analysis of Return Orders Not Delivered to Destination by Couriers from the Perspective of the Compilation of Sharia Economic Law (Case Study in Tanjung Pura District)

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Abstract. *In e-commerce transactions in the marketplace application, courier obligations must be ensured to be realized properly, the issue of returning goods (return) in the world of e-commerce is not uncommon. Researchers found a situation where the return occurred because the ordered goods were not delivered to the destination by the courier, and asked the buyer to pick up the order himself, the buyer who did not agree to cause the ordered goods to be returned back to the seller, so the research with the title "Legal Review of Return Orders Not Delivered to the Destination by Couriers from the Sharia Economic Law Compilation Perspective" with the object of couriers and users in Tanjung Pura District is important to analyze the law of the situation where the order is returned because the courier does not deliver the order to the agreed address, Researchers found the results in the Compilation of Sharia Economic Law Article 85 concerning Handover of Goods which explains that the place that has been determined to receive the goods is the place where the courier must deliver the ordered goods, if the courier breaks the promise, at the end of changing the place of receipt of the goods, the buyer has the right to cancel the contract, then in the Compilation of Sharia Economic Law in Article 36 concerning Mislead, in this case the party who does not fulfill his obligations can be subject to sanctions.*

Keywords: Courier; E-Commerce; Marketplace; Return.

1. Introduction

In the era of globalization as it is today, there are various forms of e-commerce transactions carried out by humans. This is inseparable from the advancement of science and technology mastered by humans so that some business activities have switched from classic to modern systems using electronic or internet services. In general, e-commerce or electronic commerce is better known by the

wider community as electronic commerce. E-commerce is one part of electronic business (e-bussnines) where every activity is related to online transactions via the internet or other electronic networks such as sales transactions or trade transactions, banking transactions, or service providers. In other words, e-commerce is an activity that contains transactions of buying and selling goods, services or transmission of funds or data using electronics which are then connected to the internet network.¹ As one type of application or online site that is quite "booming" at this time, the development of e-commerce continues to increase including in Indonesia, one type of e-commerce in Indonesia that is in great demand is a marketplace or online mall service provider, the marketplace has guaranteed the security of consumer and seller transactions by providing additional layers such as an escrow payment system, meaning that the marketplace becomes a third party that receives payment and forwards it to the seller if the buyer has received the ordered goods delivered by courier.²

Technology has proven itself to be an enabling factor for the emergence of economic network models in the field of courier or carrier services. In the world of logistics and couriers, the proper use of technology based on the collaboration map of the courier and logistics process chain has led to a new synthesis in the form of a process chain which is the result of collaboration between the courier process network and the logistics field. By using the universal platform approach of first mile, middle mile, last mile which has been commonly used in the telecommunications industry which is then adopted into the concept of transportation, it has now developed and can become a framework model for courier services.³

The existence of a new way of buying and selling transactions, namely through this marketplace, creates new problems in protecting the rights and obligations of consumers as well as producers or sellers, one of which occurs is the ordered goods that are not delivered to the destination by the courier, even though it should be at the next stage after ordering goods through the marketplace the goods ordered and the payment process has been carried out are delivered by courier or carrier services to the address that the buyer has stated in the marketplace application which is an agreement between the seller and the buyer. In this case the researchers conducted research on couriers who delivered orders in Tanjung Pura District, namely the JNE, J&T, and Shoppe Express couriers in this situation the goods ordered online were not delivered by the courier to the address listed in the marketplace application, on the grounds that the distance traveled was quite remote, the road was difficult to pass, as well as

¹ Vera Selvina, Marnida Yufiana, et al, (2022), "Buku Ajar E-Commerce", Palu: CV.Feniks Muda Sejahtera, p.1

² Ibid, p.3

³ Agus Eko Putro, (2022), "Manajemen Kurir dalam Persfektif Proses Bisnis", Pekalongan: PT.Nasya Expanding Management, p.1

to maximize the time to reach the delivery target, to ease the burden on the courier, the courier waited somewhere, then contacted the buyer one by one and told the buyer to pick up the ordered goods at the agreed place. This is certainly burdensome for some buyers, This is of course burdensome for some buyers because they have to struggle to pick up their ordered goods that are not delivered to their destination, not to mention that buyers who have paid the cost of sending the goods to their destination feel disadvantaged because of this, cases like this often result in buyers canceling their orders, because they do not agree to the courier's request, this situation causes the ordered goods to be returned to the seller by the courier, causing losses to the buyer and seller.

In online buying and selling, an agreement is very important because it does not meet directly, the agreement made between the buyer and seller in the marketplace occurs when the buyer sends an order to the seller and the seller accepts it. Similar to offline buying and selling, in online buying and selling the agreement is an agreement for the parties as stated in article 20 paragraph 1 of the law on information and electronic transactions, that "unless otherwise determined by the parties, an electronic transaction occurs when the transaction offer sent by the sender has been accepted and approved by the recipient". The agreement is called an electronic contract. Although the buyer and seller do not meet physically, the agreement made with the awareness of the parties is still considered valid, as Article 18 paragraph (1) of the Electronic Information and Transaction Law states that "electronic transactions as outlined in the Electronic Contract are binding on the parties".⁴ In connection with these provisions, according to Article 1338 of the Civil Code (KUHPER), all agreements made in accordance with the law shall apply as laws for those who make them. This agreement cannot be withdrawn other than by agreement of both parties or for reasons determined by law, the agreement must be carried out in good faith.⁵ In addition, it is explained in the Compilation of Sharia Economic Law (KHES) Book II Chapter 3 Seventh Section Regarding the Effects of Agreements, Article 44 "all contracts made legally apply as sharia *nash* for those who make contracts" and Article 45 "a contract is not only binding for what is expressly stated in it, but also for everything according to the nature of the contract which is required by decision, custom and sharia *nash*".⁶

In *Fiqh Muamalah*, both offline and online buying and selling processes are not allowed to burden one of the parties, the *Ijab Kabul* process in Islam is said to be valid if there is no element of coercion or there is a disadvantage from one of the parties. Therefore, even though the *Ijab Kabul* process is not verbally and directly

⁴ Article 18 paragraph 1 of Law of the Republic of Indonesia Number 19 Year 2016

⁵ Article 38 KUHPER (Civil Code)

⁶ Compilation of Sharia Economic Law Book II, (2013), Article 44 and Article 45, Regulation of the Supreme Court of the Republic of Indonesia No. 2 of 2008, Jakarta: Directorate General of Badilag of the Supreme Court of the Republic of Indonesia, p.24.

stated, there are concrete actions in the form of terms and conditions that have been understood or agreed upon by the seller and buyer. In this case, buyers and sellers are bound by the provisions of the procedures for purchasing, paying for and delivering goods.⁷ While the goods delivery service is bound to the provisions stated in the marketplace application, the courier cannot make unilateral decisions that can harm the other party. Based on these problems, it is necessary to conduct further research on the behavior of couriers who do not deliver orders to their destination and the law of returning orders in this case.

2. Research Methods

This research is classified as empirical juridical legal research, by analyzing through applicable legal regulations, the legal perspective used is the Compilation of Sharia Economic Law, which is faced with the realities that exist in society. This type of research uses qualitative research methods, in the process researchers not only collect the necessary data in the form of in-depth description and analysis but also use field research methodology. The primary data source is data obtained from interviews with service users and couriers while secondary data is data obtained from library research such as journals, books related to research, legislation, the Compilation of Sharia Economic Law, and related Fatwas. The investigation was conducted in Tanjung Pura District, with a more specific research target being users and couriers in Tanjung Pura District, the Sharia Economic Law Compilation literature approach was used in this research, in order to achieve the objectives in empirical juridical legal research.

3. Results and Discussion

3.1 The Legal Relationship of Parties in E-Commerce Transactions

A transaction is classified as an e-commerce transaction in the form of buying and selling with online media if it has characteristics including: First, there is an arrangement or contract offered. Second, the agreement is reached not directly, but through the internet. Third, the transaction can only be done remotely. Fourth, the agreement is reached through a social media platform or marketplace application. Fifth, getting freedom of access to the goods being sold.⁸ Etymologically, electronic commerce or better known as E-Commerce is a form of business activity that generally involves parties using computer networks that have covered all dimensions of commercial activities.⁹ Theoretically, there

⁷ Retno Dyah Pekerti & Eliada Herwiyanti, "Transaksi Jual Beli Online dalam Perspektif Syariah Madzhab Asy-Syafi'i", *Jurnal Ekonomi, Bisnis & Akutansi* (JEBA), Vol. 20 no.02. (2018)

⁸ Fitria Dewi Nafisa, Firda Qotrunnada, et al, "Konsep Jual Beli dalam Bisnis Afiliansi: Perspektif Hukum Perjanjian", (2023), Gresik: Thalibul Ilmu Publishing & Education, p.47.

⁹ Niniek Suparni, (2009), "Cyberspace Problematika & Antisipasi Pengaturannya ", Jakarta: Sinar Grafika, p.30.

are at least 4 (four) components in an e-commerce system: (a) the store/marketplace provider, (b) sellers and buyers, who have different functions and tasks, (c) Payment Gateway, the payment system, and (d) Shipping Services, the party responsible for the distribution of goods.¹⁰ The four main components are very prospective business opportunities in the development of e-commerce transactions.

The development of the delivery service business is a direct impact of the transaction of the parties not meeting each other from the beginning of the transaction process to the process of handing over goods, even the delivery service business is a promising business because of the long distance between the seller and the buyer so that it will make the delivery service an important part in e-commerce transactions. E-commerce activities that require the involvement of several parties make the legal relationship more complex, because there are more and more interests of the parties that must be facilitated in the legal relationship and from a different side the potential for problems will also be greater if there are one or several parties involved who do not understand the legal construction that is built which will automatically result in not understanding the rights and obligations of themselves and other parties. This can become a new potential problem that arises when one party claims his rights to the other party.

One of the parties that plays a major role in the delivery or distribution of goods is the courier or carrier service. In this activity, courier services are a medium for connecting sellers and buyers in the distribution of goods, according to the Big Indonesian Dictionary, a courier is a messenger who conveys important matters quickly.¹¹ Currently, couriers are recognized as delivering goods or packages ordered by the buyer. This kind of sale and purchase is done by selling an item whose delivery is delayed or selling an item whose characteristics are clearly stated with payment made in advance, while the goods are delivered at a later date, or what is better known in *muamalah* terms as a *Salam* contract or *Salam* sale and purchase. *Salam* is a form of buying and selling something in a dependency that is explained by the price paid in advance. Fiqh scholars call it the term *al-Mahawij* (urgent goods), because *Salam* is a type of sale and purchase that is not real or not in place and is based on the guidance of the needs of the person in the transaction or urgent sale and purchase. Or in other words, selling something whose goods are still on order or not shown, but told the characteristics and quality by the seller, after agreeing the buyer makes a payment in advance even though the goods do not exist at that time.¹² According

¹⁰ Systeme commerce and Consumer Protection, <https://aptika.kominfo.go.id/2017/06/sistemecommerce-dan-perlindungan-konsumen/>, (Accessed January 1, 2024)

¹¹ KBBI (Kamus Besar Bahasa Indonesia) 2016

¹² Syafii Jafri. (2008), "*Fiqh Muamalah*". Pekanbaru: SUSKA PRES. p. 61-62

to the National Sharia Council in the DSN MUI fatwa on *Salam* contracts, "*Salam* is the sale and purchase of goods by way of ordering and paying the price in advance under certain conditions".¹³ Whereas in the Compilation of Sharia Economic Law, *Salam* is a financing service related to buying and selling where the financing is carried out together with the ordering of goods.¹⁴ Couriers as workers who are carrying out their profession, normatively have rights and obligations that have been regulated in legislation, both in Law No.13 of 2003 concerning labor which was subsequently amended to Law No.11 of 2020 concerning employment copyright and in various other regulations and policies. The general provisions of these regulations and policies will be further concretized in technical provisions relating to their fields of work in work agreements, company regulations, collective labor agreements (PKB), job descriptions, and other provisions that are used as the basis for regulating the rights and obligations of workers in goods delivery service companies. By carrying out obligations by couriers, in carrying out their profession couriers will obtain the right to protection, namely: (a) occupational safety and health; (b) morals and decency; and (c) treatment in accordance with human dignity and religious values, as stipulated in article 86 of Law No.13 of 2003 on labor.

The marketplace cooperates with goods delivery services because it is easier for sellers to send goods and buyers can choose which delivery service to use. The legal relationship between the marketplace, in this case the researcher conducted research on the Shopee application, the Shopee application and the seller form a cooperative relationship and the granting of power of attorney. From the legal relationship between the marketplace and the seller, this will give birth to several things that become the rights and obligations of the seller and Shopee in conducting buying and selling transactions. The seller as a provider of goods and on the other hand Shopee as a marketplace platform provider / service provider. In buying and selling transactions, Shopee and the seller have a legal relationship, namely as a service user / cooperation on the site provided by Shopee to carry out the business of buying and selling various kinds of products provided by the seller, in this case Shopee has the obligation to provide available services, namely, a) applications, b) services available on the application and by Shopee client software available through the Shopee application, c) all information, linked pages, data, features, text, images. Photos, graphics, tags, messages, comments, programming, software, application services, and other materials that have been made available. In addition, Shopee has the right to change, modify, suspend, or discontinue all or part of the site or service at any time or after giving notice as required by Shopee's agreements or regulations, and Shopee marketplace has the right to retain the money from the purchase on the basis of the right of retention, which is the right to hold the money until the

¹³ DSN Fatwa No. 05/DSN-MUI/IV/2000 on Akad *Salam*.

¹⁴ Compilation of Sharia Economic Law Book II Article 20 Paragraph 34, p.14.

seller completes the transaction from the authorization made by the seller to Shopee.

Sellers can get several benefits when trading their products on the Shopee platform, such as free shipping, being connected to various types of delivery services, less capital, a wider market, less risk of loss and transactions that can be more practical. The marketplace works with shipping services to make it easier for sellers to send goods and buyers can also choose which shipping service to use. But the relationship between the marketplace, in this case Shopee, and the courier is a partnership, where this partnership process must have an equal legal standing position, created by an agreement / contract. In the Shopee application site there are several goods delivery service companies, including goods delivery services managed by Shopee itself. Businesses in the field of shipping services have a legal relationship transportation agreement with the seller which is connected through cooperation between Shopee and shipping services, the cooperation contains the task of delivering goods to the buyer without any problems. The shipping service will confirm to the seller and automatically confirmed on the Shopee application site when the ordered goods have been successfully sent and received by the buyer. This delivery service will receive payment for the delivery of the ordered goods, in this relationship, rights and obligations will arise, such as: First, to carry out the duties of the sender to deliver the goods. Second, store and maintain the sender's goods if the sender's service has not yet obtained a carrier. Third, keep a daily register for the number of ordered goods and other goods that must be sent. In addition to these obligations, the shipper also has rights, namely: First, the right to deliver goods to be given to the buyer must arrive at the destination on time and in good and safe condition. Second, the shipper is entitled to the cost of transportation costs that he has done.¹⁵

3.2 The Law of Returning Orders Not Delivered to the Destination by Couriers in Villages in Tanjung Pura Subdistrict from the Perspective of the Compilation of Sharia Economic Law

The e-commerce system in which there are activities of shipping goods that require the use of courier services in its implementation to deliver goods purchased to the address that has been set in the marketplace application in reality in Tanjung Pura District in several villages, such as Suka Maju Village, Karya Maju Village, Tapak Kuda Village, Bubun Village, Kwala Langkat Village, and Kwala Serapuh Village there are practices in shipping goods where ordered goods are not delivered to the destination address. When a service user (consumer) uses the marketplace in the form of the Shopee application, the buyer has set

¹⁵ Yonisha Sumual and Danang Wahyu Muhammad. "Kontruksi Hukum dalam Jual Beli Online Platfrom Marketplace Shopee" *Journal of Media Of Law And Sharia*, Vol.3 No. 02, (2022), pp. 146-154

the address to which the courier will deliver his message, so that he can find out the nominal price of shipping ordered goods and the time period until the order according to the distance of the intended address. When the order has arrived at the expedition warehouse, the courier immediately provides information via the Whatsapp application that the order has arrived at the warehouse and will soon be delivered directly to the destination address. However, in reality the courier did not keep his promise, so the courier called the buyer back and said that he would wait somewhere and told each buyer to pick up the ordered goods themselves without delivering the ordered goods to the agreed address and also stated in the marketplace application.

In this case the author conducted interviews with several couriers who delivered goods in Tanjung Pura sub-district, the J & T courier said that the delivery system where the courier waits somewhere with the buyer coming to pick up the message himself can streamline the courier's delivery time to be faster, the villages where this system is applied are villages with long routes and poor road conditions, When the author asked whether the delivery system by not delivering directly to the destination address was a legal policy issued by the transportation or delivery service company, the informant did not answer the question but said that such a system was a natural thing among couriers and every courier did this.¹⁶ At the JNE courier, interviews have also been conducted and the data obtained is the same as the interview data on the J&T courier, the JNE courier chooses not to deliver the buyer's order to the destination listed on the marketplace for reasons of distance and road conditions that are quite poor, in remote and remote villages in Tanjung Pura sub-district, such as Suka Maju Village, Karya Maju Village, Tapak Kuda Village, Bubun Village, Kwala Langkat Village, and Kwala Serapuh Village, the JNE courier will wait somewhere and contact the buyer to pick up the message immediately without any agreement to change the location of the previous order.¹⁷

Furthermore, the authors have also conducted interviews with Shoppe Express couriers, at Shoppe Express couriers they have reasons that are somewhat different from other types of couriers, Shoppe Express couriers say they do not deliver ordered goods directly to the buyer's address in villages that are quite far or remote because they have to pursue delivery targets, because the work system at Shoppe Express couriers who use this target system causes couriers to make decisions not to deliver orders directly to the destination address listed on

¹⁶ Interview with one of the J&T couriers in Tanjung Pura Sub-district, March 11, 2024 in Suka Maju Village.

¹⁷ Interview with one of the JNE couriers in Tanjung Pura Sub-district, March 11, 2024 in Pantai Cermin Village

the marketplace application so that the delivery time becomes faster and they can reach the delivery target.¹⁸

This causes consumer or buyer dissatisfaction because they have to pick up the ordered goods again to the place determined by the courier because not all service users have a vehicle and time or opportunity plus a considerable distance to reach the place determined by the courier. Events like this undoubtedly cause the goods to be returned to the seller because the buyer cannot pick up or pick up the goods ordered by the courier, for several reasons such as the results of interviews with several buyers, buyers said that sometimes the buyer did not have time, for example being busy, or the buyer did not have a vehicle to reach the specified place and there were some who said they were reluctant to pick it up themselves because they felt it was the responsibility of the courier himself to deliver the ordered goods to their destination. From the results of interviews with buyers as well, the buyer said that the courier said that if the buyer was late in picking up his order, the courier would return the order back to the seller.¹⁹ In another statement, it is explained that there are several things that can cancel the *Salam* contract, which in this case is implemented with online buying and selling, namely: (a) the goods ordered are not available within the specified time, (b) the goods delivered are defective or not as agreed in the contract, (c) the goods delivered are of lower quality, and the voter chooses to reject or cancel the contract.²⁰

Explained in Fatwa DSN MUI Number 05/DSN MUI/IV/2000 regarding the provisions of goods and the time and place of delivery of goods in a *Salam* contract, namely: (a) must have clear characteristics / specifications and can be recognized as debt; (b) Delivery is made later; (c) The time and place of delivery of goods must be determined by agreement; (d) The buyer may not sell the goods before the goods are received (*Qabadh*); (e) It is not allowed to exchange goods, except for similar goods according to the agreement.²¹ In the fatwa on *Salam* sale and purchase, specifically point (c) states that the time and place of delivery of goods must be based on an agreement, in fact the place of delivery of goods has been determined in the Shopee application which should then be used as a reference for the courier to fulfill his obligation to deliver the ordered goods, if in the field suddenly the courier has problems fulfilling his obligations as it should, then if there are changes, the changes should be agreed upon by the parties not based on the personal decision of one party only.

¹⁸ Interview with one of the Shoppe Express Stabat couriers, Tanjung Pura Route, March 11, 2024 in Pantai Cermin Village.

¹⁹ Interview with Users of courier services in Tanjung Pura Sub-district, January 2, 2024 in Suka Maju Village

²⁰ Sri Nurhayati, (2008), "*Akuntansi Syariah di Indonesia*". Jakarta: Selemba Empat. p.185

²¹ Fatwa DSN MUI No.05/DSN-MUI/IV/2000 About *Salam* Contract

The courier's duties and responsibilities should start from picking up the package that enters the office and delivering it to the recipient. In addition, a courier or several courier circles must also ensure that the consumer receives his message on time and check and match the data with the documents provided for the package. In connection with these duties and responsibilities, the author is interested in making an analogy between the behavior of the courier who deliberately did not deliver the order at the destination address by telling the buyer to pick up the ordered goods himself with the Compilation of Sharia Economic Law (KHES) in article 36 in Book II which contains broken promises in the contract, according to this article, broken promises can occur if one party does not fulfill its obligations that have been contained in the contract. In this case, the party that does not fulfill its obligations may be subject to legal sanctions in accordance with applicable regulations, but in this case the Compilation of Sharia Economic Law (KHES) has not provided a clear explanation of breach of promise in the context of buying and selling goods online.

Explained in the Compilation of Sharia Economic Law (KHES) contained in Book II Article 36, it is explained that the party is considered to have broken the promise there are several reasons, namely:

- a. Not doing what one promised to do.
- b. Carrying out what is promised but not as promised to do so.
- c. Doing what is promised but late.
- d. Doing something that according to the agreement should not be done.²²

In practice, the courier or several other courier colleagues do not do what was promised at the beginning of the agreement, where there is a problem when the buyer's goods (package) have arrived at the courier's hand. The courier will deliver the goods to the buyer's address directly. However, the courier does not fulfill his promise, what the courier does is contact the buyer and tell the buyer to pick up or pick up the goods he bought at a place determined by the courier because the courier has one reason or another. Then the situation where the buyer says that the non-performance of what has been promised is due to things that are completely unexpected, where he cannot do anything about the circumstances or events of breaking the promise or arising unexpectedly. In other words, the non-implementation of the agreement in the delivery of the goods (package), a situation where the buyer who has made a purchase transaction for goods (package) who has made payment of postage funds in accordance with the distance of the address or not, because not all buyers can agree to pick up their goods that are not delivered to their destination or the buyer agrees but with compulsion and resignation because they need the goods ordered.

²² Compilation of Sharia Economic Law Book II Article 36, p.21.

An agreement can be carried out properly if the parties have fulfilled their respective obligations as agreed by the courier, without any party being disadvantaged such as service users who purchase goods or orders. However, the agreement was not carried out properly due to a broken promise made by one of the parties. In the marketplace application, in this case the Shopee application, it is explained that requests for return of goods and / or refunds can be made in situations such as, first, the goods have not been received by the buyer, second, the goods are defective and / or damaged when received, third, the seller sends goods that are not in accordance with the agreed specifications to the buyer, fourth, the goods sent to the buyer are materially different from the description provided by the seller in the list of goods, fifth, through an agreement between the seller and the buyer.²³ From this statement in the first point, it is stated that it is permissible to return if the goods have not been received by the buyer, in the situation studied, the courier has delivered the order but did not reach the recipient's destination, and the recipient did not agree to pick up the order at the place specified by the courier, in this situation, the courier is bound by a valid agreement with the seller and the marketplace application, to carry out his obligations to completion, an agreement is said to be valid if the conditions of the agreement are met, as for the valid conditions of the agreement are: First, it does not violate the sharia law agreed upon in the agreement that the agreement agreed upon by both parties is not an act contrary to the law or an act against sharia law, therefore an agreement that is contrary to the law and sharia law is considered invalid. By itself there is no obligation for each party to keep or carry out the agreement. Second, must be equally pleased with the choice, the agreement made by the parties must be based on the agreement of both parties, each party must be willing to the contents of the agreement or free to will. Third, it must be clear, the agreement entered into by the parties must be clear so as not to cause misunderstanding between the parties in the future.²⁴

An agreement that has been agreed by both parties if it is violated by one of them, it can be subject to sanctions, if there is a breach of promise in a contract, then what must be done for the party who breaks the promise as explained in the Sharia Economic Law Compilation (KHES) Article 38 Book II is: a) Pay compensation b) Cancellation of the contract c) Transfer of risk d) Fines and / or e) Paying Case Fees.²⁵ In terms of point (b), namely the cancellation of the contract, the author analyzes that between the marketplace, the seller, and the

²³ [https://help.shopee.co.id/portal/article/73503-Kebijakan-Pengembalian-Barang-dan-](https://help.shopee.co.id/portal/article/73503-Kebijakan-Pengembalian-Barang-dan) (accessed on January 7, 2024)

²⁴ Chairuman Pasaribu and Suhwardi K Lubis, *"Hukum Perjanjian dalam Islam"*, (Jakarta: Sinar Grafika, 2004), p.2-3.

²⁵ Compilation of Sharia Economic Law Book II Article 38, Regulation of the Supreme Court of the Republic of Indonesia No. 2 of 2008, (Jakarta: Directorate General of Badilag of the Supreme Court of the Republic of Indonesia, 2013), p.22.

delivery service are different business fields that are bound by a partnership / cooperation relationship and delegation of power as previously explained, so if a return or cancellation of this contract is made, it can cause injustice to the seller because the seller has fulfilled his obligations properly and then the delegation of power to deliver the ordered goods is with the courier and mistakes or broken promises that occur outside the seller's power.

However, in the Compilation of Sharia Economic Law (KHES) section VIII concerning the handover of goods in article 85 states: first, goods that have been sold through an unconditional contract must be delivered at the place where the goods are located at the time of the sale and purchase. Secondly, the buyer has the right to choose to cancel the contract or accept the goods where they are at the time of the sale and purchase contract if he only receives information about the place of the goods after the completion of the contract process. Thirdly, the buyer must receive the goods at the place specified in the contract.²⁶ This provision states that the place that has been determined to receive the goods is the place where the courier is required to deliver the ordered goods, if the courier breaks the promise, and at the end changes the place of receiving the goods, the buyer has the right to cancel the contract.

Regarding the transfer of risk, the Compilation of Sharia Economic Law (KHES) does not provide further explanation, subject to fines and/or paying court costs if legal action must be taken due to the courier's breach of promise. Overall, the Compilation of Sharia Economic Law (KHES) provides a strong principle basis for protecting consumer rights in this case regarding the unfaithful behavior of couriers, but still requires more specific and comprehensive regulations to provide guarantees of legal protection for consumers in the context of online buying and selling involving unfaithful couriers in practice. Thus, further regulations and actions are needed to be able to provide adequate legal protection for consumers and sellers in buying and selling goods online in accordance with sharia principles.²⁷

In Islamic economic law, among the ethics in buying and selling *Salam* in this case concerning e-commerce activities, are: 1). Each should be honest and sincere and should be trustworthy in the agreements that have been made; 2). The seller should try to fulfill the conditions that have been set; 3). The buyer should not try to reject the promised goods by making various false excuses; 4). If the goods brought are slightly less than the conditions that have been made, each of them should disagree and seek the best possible decision.²⁸ The above statement

²⁶ Compilation of Sharia Economic Law Book II Article 85, p.34.

²⁷ Sirmaneli. Y. Sonafist, Helmina and Saffa Azzahra Putri, Legal Protection of Consumers in the Compilation of Sharia Economic Law, *Journal of Sharia Economic Law*, Vol.1, No.1, (June 2022), pp.40-49.

²⁸ Januara Pahra, Akad *Salam* According to Fatwa DSN-MUI Number.05/DSN-MUI/IV/2000, *Journal of Al Hiwalah: (Sharia Economic Law)* Vol.1 No.1 (January-June 2022). p.85-100

explains that it is important to prioritize ethics in buying and selling, in this case it would be better if the buyer does not make a unilateral return and must try to fulfill his obligations as a buyer so that the *Salam* contract can be carried out, Besides that, the courier must also try to fulfill his obligations completely or also establish good communication with the recipient of the order and explain the logical reason why the courier cannot deliver the order directly to the destination address if there is a compulsion to break the promise, and must not make unilateral decisions that cause dissatisfaction for the buyer, and losses for the seller, in every buying and selling activity all parties must stick to the ethics of buying and selling.

4. Conclusion

The courier's behavior does not keep his promise to deliver the ordered goods to the address listed on the Shopee application and tells the buyer to pick up or pick up the ordered goods at a place determined by the courier. This is related to the Compilation of Sharia Economic Law (KHES) in Book II Chapter IV part eight regarding the handover of goods in article 85, which states: first, goods that have been sold through an unconditional contract must be delivered at the place where the goods are located at the time of the sale and purchase. Second, the buyer has the right to choose to cancel the contract or accept the goods where the goods are located at the time of the sale and purchase contract if he only receives information about the place of the goods after completing the contract process. Secondly, the buyer has the right to choose to cancel the contract or accept the goods where they are at the time of the sale and purchase contract if he only receives information about the location of the goods after the completion of the contract. Third, the buyer must receive the goods at the place specified in the contract. This provision states that the place that has been determined to receive the goods is the place where the courier is required to deliver the ordered goods, if the courier breaks the promise, and at the end changes the place of receiving the goods, the buyer has the right to cancel the contract. The courier's duties and responsibilities should start from picking up the package that enters the office and delivering it to the recipient to the destination. In this case the author is interested in making an analogy between the behavior of the courier who deliberately did not deliver the order at the destination address by telling the buyer to pick up the ordered goods himself with the Compilation of Sharia Economic Law in article 36 in Book II of the Compilation of Sharia Economic Law (KHES) discusses breaking promises in contracts, according to this article breaking promises can occur if one party does not fulfill its obligations that have been contained in the contract. In this case, the party that does not fulfill its obligations may be subject to legal sanctions in accordance with applicable regulations, but in this case the Compilation of Sharia Economic Law (KHES) has not provided a clear explanation of breach of promise in the context of buying and selling goods online.

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Interview with one of the J&T couriers in Tanjung Pura Sub-district, March 11, 2024 in Suka Maju Village.

Interview with one of the JNE couriers in Tanjung Pura Sub-district, March 11, 2024 in Pantai Cermin Village

Interview with Users of courier services in Tanjung Pura Sub-district, January 2, 2024 in Suka Maju Village