

Legal Aspects of Contracts in Shopee E-Commerce Transactions with QRIS as an Effort to Improve Digital Literacy

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Abstract

The development of digital technology has transformed the way society conducts transactions, especially through e-commerce platforms like Shopee. One of the increasingly popular payment methods is the Quick Response Code Indonesian Standard (QRIS), which offers convenience and efficiency in transactions. However, behind this convenience, the legal aspects of contractual obligations in digital transactions are often overlooked, even though they play a crucial role in ensuring legal certainty for the parties involved. This study aims to analyze the legal aspects of contractual obligations that arise in digital transactions using the QRIS payment method on Shopee. The discussion covers the rights and obligations of the parties in the transaction, the legal implications of contractual obligations in electronic contracts, consumer protection against potential risks such as fraud or breach of contract, and the available dispute resolution mechanisms. This study employs a normative juridical method with a regulatory approach, legal doctrines, and relevant case studies. The findings indicate that although digital transactions using QRIS have a legal basis in Indonesian regulations, challenges remain in implementing effective consumer protection and dispute resolution. Therefore, strengthening regulations and raising legal awareness among the public and business actors are necessary to create a secure and reliable digital transaction ecosystem.

Keywords: Law of Obligations, Digital Transactions, E-commerce, Shopee, QRIS



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Introduction

In this rapidly developing digital era, electronic transactions have become an inseparable part of the daily lives of Indonesian people. The growth of information and communication technology, especially the internet, has changed the way people interact, communicate, and transact. One manifestation of this change is the emergence of E-commerce, which allows consumers to purchase goods and services online without the limitations of space and time. E-commerce platforms such as Shopee have become very popular in Indonesia, offering a wide range of products and services with easy access and transactions. One of the innovations that facilitates transactions on this platform is the use of the QRIS (Quick Response Code Indonesian Standard) code as a payment method. QRIS, standardized by Bank Indonesia, enables fast, easy, and secure non-cash payments through digital payment applications.

However, behind the ease and practicality of digital transactions, there are legal complexities that need to be considered, especially in the context of contract law. E-commerce transactions are basically an agreement between a seller and a buyer, which gives rise to rights and obligations for both parties (Halim, 2023). In the context of Shopee with QRIS payments, this contract involves various parties, including the E-commerce platform, seller, buyer, and payment service provider. The

legal aspect of contracts in digital transactions is very important because these transactions are often carried out without face-to-face meetings and without physical documents. This poses challenges in proving the existence of an agreement, determining the rights and obligations of the parties, and resolving disputes that may arise. In addition, the characteristics of fast and cross-border digital transactions also give rise to new legal issues that have not been fully regulated in existing laws and regulations.

In the context of Shopee with QRIS payments, several legal issues of obligations that need to be considered include the formation of obligations, the rights and obligations of the parties, consumer protection, dispute resolution, and transaction security. How is the obligation between the seller and the buyer formed in an E-commerce transaction? Can product offerings on Shopee be considered a binding offer? What about payment confirmation via QRIS, can it be considered a valid acceptance? What are the rights and obligations of the seller, buyer, Shopee, and payment service provider in this transaction? What about the responsibility of the E-commerce platform in ensuring the security and smoothness of transactions? What is the legal protection for consumers in E-commerce transactions with QRIS payments? What about consumer rights to clear and correct information, the right to transaction security, and the right to compensation in the event of a loss? What is the mechanism for resolving disputes arising from E-commerce transactions with QRIS payments? Can disputes be resolved through the E-commerce platform, through the Consumer Dispute Resolution Agency (BPSK), or through the courts? With the increasing cases of fraud and cybercrime in Indonesia, digital transaction security is a very important issue. What is the responsibility of Shopee and QRIS service providers in ensuring the security of their users' transactions? In addition, with the increasing use of the QRIS payment method, cases of fraud with fake QRIS payment methods are increasingly common. This makes legal protection for QRIS users very important.

According to Shidarta (in Oktapriyani, 2022), E-commerce transactions have unique characteristics, namely the absence of physical interaction between the seller and the buyer. This poses a challenge in applying the principles of contract law that apply in conventional transactions. Shidarta emphasizes the importance of consumer protection in E-commerce transactions, especially in terms of the right to information, the right to security, and the right to compensation. This opinion is reinforced by a journal written by Nurdyputra & Rudy (2022), in their journal entitled "The Validity of Electronic Transactions Using QRIS-Based Payment Systems (Quick Response Code Indonesian Standard) in Indonesia" which explains that electronic transactions, including those using the QRIS payment system, must meet the requirements for a valid agreement as regulated in Article 1320 of the Civil Code. In addition, this journal also highlights the importance of Bank Indonesia's role in regulating and supervising the QRIS payment system to ensure the security and smoothness of transactions. According to Marpi & Kom (2020), contracts in E-commerce transactions are formed through offers and acceptances made electronically. Product offerings on E-commerce platforms can be considered binding offers if they meet certain requirements, such as clear and complete information about the product, price, and payment terms. Acceptance of the offer can be done by confirming payment via QRIS.

Therefore, this study aims to analyze the legal aspects of obligations arising in digital transactions through Shopee with the QRIS payment method. This study will examine relevant laws and regulations, such as the Civil Code (KUHPperdata), Law Number 11 of 2008 concerning Electronic Information and Transactions (UU ITE), Law Number 18 of 1999 concerning Consumer Protection 2 (UUPK), and Bank Indonesia regulations related to QRIS. In addition, this study will also analyze concrete cases related to digital transactions on Shopee with QRIS payments, including cases of fraud, disputes between sellers and buyers, and technical constraints in the payment system. The analysis of these cases is expected to provide a clearer picture of digital transaction practices in Indonesia and their legal implications. Through this study, it is hoped that it can contribute to a better understanding of the legal aspects of obligations in digital transactions, especially on the Shopee E-commerce platform with QRIS payments. The results of this study are also expected to provide input for

stakeholders, including the government, E-commerce business actors, and consumers, in efforts to improve legal protection and security of digital transactions in Indonesia. In digital transactions through E-commerce platforms such as Shopee, the legal aspect of the contract is an important thing to consider. The use of the QRIS payment method makes transactions easier, but also raises various legal questions related to the validity of the contract, the rights and obligations of the parties, and consumer protection. Based on this, this study formulates several main problems as follows: 1) How is the contract between the seller and the buyer formed in transactions on Shopee with QRIS payments?; 2) What are the rights and obligations of the seller, buyer, and Shopee in this transaction?; 3) How is the legal protection for consumers in digital transactions with QRIS payments?

Literature Review

This section describes the legal concepts that form the basis of this research, including the law of obligations, digital transactions and E-commerce, QRIS payment methods, and relevant laws and regulations. Understanding these legal aspects will help in analyzing obligations in digital transactions through Shopee with the QRIS payment method.

Law of Contracts

An agreement is a legal relationship between two or more parties, where one party (creditor) has the right to demand something from another party (debtor), while the party being sued is obliged to fulfill the demand. According to the Civil Code (KUHPerdata), an agreement has several main elements, namely the existence of a legal relationship that binds both parties, the existence of the parties involved, namely the creditor and the debtor, and the existence of an achievement or object of the agreement that must be fulfilled by the debtor to the creditor. Meanwhile, there are several important principles in the law of agreements, namely; a) The Principle of Consensualism, namely an agreement is born since there is an agreement between the contracting parties; b) The Principle of Freedom of Contract, which gives the parties the right to determine the contents and terms of the agreement as long as it does not conflict with the law, public order, and morality; c) The Principle of Good Faith, which requires the parties to carry out the agreement with good intentions and without harming other parties.

According to Sebahi and Yusuf (2024) in their book on Contract Law, the principle of freedom of contract in the digital era must be interpreted by considering the balance between the freedom of the parties and consumer protection. This is important in digital transactions, where consumers are often in a weaker position than business actors. Contracts in civil law can be divided into several types, including: Conditional contracts, where the fulfillment of performance depends on a certain condition, contracts with a fixed time, which only apply for a certain period of time, joint liability contracts, where more than one party is responsible for the fulfillment of performance, alternative contracts, where the debtor has the choice in determining the performance to be fulfilled. In E-commerce transactions, conditional obligations often occur, for example delivery of goods only takes place after payment is confirmed.

E-commerce Digital Transactions

Digital transactions are buying and selling activities carried out via the internet or other digital media. Some of the main characteristics of digital transactions include; a) no direct face-to-face (non-face-to-face), so that interactions occur online, b) speed and efficiency, allowing transactions to be carried out in seconds, c) Cross-border nature (borderless), so that it can involve business actors and consumers from various countries, d) Using electronic media as a means of communication and payment.

According to Dluha and Ariska (2021), the non-face-to-face characteristics of digital transactions increase the risk of fraud and violation of consumer rights, which require further legal protection. Digital transactions can be categorized based on the relationship between parties, including: Business-to-Consumer (B2C): transactions between business actors and consumers, Consumer-to-Consumer (C2C): transactions that occur between individuals or consumers directly.

As one of the largest E-commerce platforms, Shopee has several main roles in digital transactions, namely acting as an intermediary between sellers and buyers, providing online buying and selling facilities, providing payment and shipping systems, and providing protection for users in accordance with applicable policies. E-commerce platforms play a crucial role in maintaining the trust of their users and acting as a neutral third party in digital transactions.

QRIS Payment Method

QRIS (Quick Response Code Indonesian Standard) is a QR code-based payment system that has been standardized by Bank Indonesia. As a regulator, Bank Indonesia has the main task of setting QRIS standards, supervising the implementation of QRIS-based payment systems, and ensuring the security and smoothness of transactions. This regulation is very important in providing legal certainty and protection for users of the QRIS payment system. The payment mechanism with QRIS involves several main steps: The buyer scans the QR code provided by the seller, the payment is confirmed through the digital payment application, the funds are received by the seller through the established payment system. Meanwhile, consumers who use the QRIS payment method are entitled to: Clear and transparent information regarding transactions, security in the payment process, the right to receive compensation if they experience losses due to system errors or violations by other parties.

In a study conducted by Nurdiputra and Rudy (2022), it was emphasized that consumer protection in QRIS transactions must be based on the principles of contract law to ensure the validity of transactions and prevent misuse of the digital payment system. Several regulations that form the legal basis for digital transactions and QRIS payments include; a) Civil Code (KUHPerdata): Regulates contract law and agreements, b) Law Number 11 of 2008 concerning Information and Electronic Transactions (UU ITE): Regulates electronic transactions and protection of personal data, c) Law Number 8 of 1999 concerning Consumer Protection (UUPK): Explains the rights and obligations of consumers and business actors in trade transactions, d) Bank Indonesia regulations regarding QRIS: Regulate the operation of QR-based payment systems to ensure transaction security. In addition, regulations relating to the implementation of payment systems by payment system service providers also need to be considered to ensure safe and efficient digital transactions.

Methods

This study uses a normative legal approach by analyzing library materials and secondary data. The aim is to examine legal norms related to the legal aspects of obligations in digital transactions through Shopee E-commerce with the QRIS payment method.

The approaches used include a statute approach by examining regulations such as the Civil Code, the ITE Law, the UUPK, and Bank Indonesia regulations on QRIS. The conceptual approach is applied by examining related legal theories, while the case approach is used to analyze real cases related to disputes in digital transactions on Shopee.

Data sources consist of primary data, namely related laws and regulations, and secondary data including legal literature, scientific journals, articles, and relevant court decisions. Data collection techniques are carried out through library research, while data analysis uses qualitative methods to interpret and examine research results systematically.

Results and Discussion

In digital transactions through Shopee using the QRIS payment method, the agreement that occurs involves three main parties, namely the seller, the buyer, and the E-commerce platform as an intermediary. This agreement is electronic and subject to the law of agreements in the Civil Code and laws and regulations related to electronic transactions. According to the principle of consensualism, an agreement is born since there is an agreement between the parties. In the context of E-commerce, this agreement is realized through the checkout and payment process by consumers. However, in practice, there are often obstacles that affect the implementation of the agreement, such as disruptions

to the payment system or transaction failures. Therefore, legal protection for the parties, especially consumers, is crucial to avoid losses due to transactions that are not executed properly. According to a journal published by Nurfadillah (2025), digital transactions require clear legal certainty so that the rights and obligations of the parties can be properly protected.

In digital transactions, consumers have rights regulated in Law Number 8 of 1999 concerning Consumer Protection (UUPK), including the right to correct information, transaction security, and compensation in the event of a loss. In addition, Law Number 11 of 2008 concerning Electronic Information and Transactions (UU ITE) and Bank Indonesia regulations regarding QRIS also provide a legal framework for consumer protection in digital transactions. One concrete case that often occurs is a transaction that is declared successful by the system, but the funds are not received by the recipient. For example, a user reports that he made a payment using ShopeePay via QRIS, but even though the transaction status was successful, the funds did not enter the recipient's account. This situation indicates a technical risk in the digital payment system that can harm consumers (Mediakonsumen, 2025).

Another similar case was reported on the Detik.com platform (2021), where the QRIS transaction failed but the ShopeePay balance was still deducted. Users had difficulty getting a refund that was rightfully theirs. This incident reflects the weakness of consumer protection mechanisms in digital transactions, especially regarding the speed and clarity of dispute resolution. This shows the need for stricter supervision and education for consumers so that they do not become victims of fraud (Herryani, 2023).

According to research by Ali et al. (2022), the validity of electronic transactions using a QRIS-based payment system is highly dependent on the application of the principle of prudence by service providers and strict regulations to prevent system abuse. Dispute resolution in digital transactions can be carried out through several mechanisms, both litigation and non-litigation. In the case of a QRIS transaction that fails but the funds are still debited, consumers can file a complaint with the payment organizer or E-commerce platform. However, in many cases, the refund process often takes a long time, resulting in consumer dissatisfaction (Vina, 2023).

Non-litigation mechanisms such as online mediation and arbitration can be a faster and more efficient solution in resolving digital transaction disputes. Shopee as an E-commerce platform has a dispute resolution system that allows buyers to file claims if there is a problem in the transaction. However, the effectiveness of this system still needs to be improved in order to provide optimal legal protection for consumers. According to research by Indriani (2017), dispute resolution through the online dispute resolution (ODR) mechanism can be a more effective alternative in handling E-commerce disputes, as long as it is supported by clear regulations and a transparent system.

Based on the analysis above, there are several recommendations that can be implemented to improve legal protection in digital transactions through Shopee with the QRIS payment method; a) strengthening regulations related to the security of digital payment systems to prevent cases of failed transactions and fake QRIS, b) increasing supervision by relevant authorities of payment system organizers and E-commerce so that transactions run safely and transparently, c) consumer education on how to recognize fake QRIS and steps that can be taken if a transaction is problematic, d) Development of faster and more effective dispute resolution mechanisms, such as automation of the refund system and expanding access to online mediation.

With better legal protection and a safer payment system, it is hoped that digital transactions through Shopee with the QRIS payment method can run more transparently and provide legal certainty for all parties involved.

Conclusion

Based on the analysis results, digital transactions through Shopee with the QRIS payment method have complex legal implications, especially related to aspects of obligations, consumer protection, and dispute resolution mechanisms. From a contractual law perspective, these transactions are subject to

the principle of consensualism as regulated in the Civil Code and regulations related to electronic transactions. However, in practice, there are still technical obstacles that can hinder the implementation of obligations, such as payment system failures and fake QRIS cases.

In terms of consumer protection, although Law Number 8 of 1999 concerning Consumer Protection (UUPK) and Law Number 11 of 2008 concerning Information and Electronic Transactions (UU ITE) have guaranteed rights to consumers, the implementation of this protection still faces various challenges. Cases of failed transactions resulting in balances being deducted without a quick refund are one of the main problems. This shows that the digital payment system still needs to be improved to provide legal certainty for users.

The dispute resolution mechanism in digital transactions can be done through litigation or non-litigation. However, the effectiveness of dispute resolution through the E-commerce platform still needs to be improved to be faster and more efficient. Therefore, several recommendations that can be implemented include strengthening regulations related to digital payment systems, increasing supervision by relevant authorities, educating consumers about transaction security, and developing more optimal dispute resolution mechanisms.

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