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A civil law review of shopee paylater default dispute resolution in Indonesia

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ABSTRACT

The development of financial technology in Indonesia has driven the increasing use of credit-based digital payment services, one of which is Shopee PayLater. Although this service provides easy transactions and access to financing for the public, its use has also given rise to various legal issues, particularly related to default by users in fulfilling payment obligations. Previous research has generally focused on consumer protection aspects or the general mechanism of paylater services, while studies specifically analyzing default dispute resolution in the legal relationship between users and Shopee PayLater service providers are still limited. Therefore, this study aims to analyze the civil law review regarding default dispute resolution on Shopee PayLater in Indonesia and examine the forms of legal protection for the parties based on applicable laws and regulations. The research method used is normative juridical with a statutory approach and a conceptual approach. Data were obtained through a literature review sourced from the Civil Code, the Consumer Protection Law, the Electronic Information and Transactions Law, and the Financial Services Authority regulations regarding technology-based financial services. The results of this study indicate that the legal relationship between users and Shopee PayLater service providers constitutes a valid and binding electronic debt-receivable agreement based on the principle of freedom of contract as stipulated in Article 1338 of the Civil Code. Default by users results in legal consequences in the form of obligations to fulfill performance, payment of fines, and possible claims for damages. Dispute resolution can be carried out through non-litigation channels, such as negotiation, mediation, and payment restructuring, or through litigation in court. The novelty of this study lies in a comprehensive analysis of the legal construction of electronic agreements, default dispute resolution mechanisms, and legal protection for parties in the Shopee PayLater service as part of the fintech lending ecosystem. This research contributes to providing conceptual strengthening for regulatory development and improving public legal and financial literacy in the use of paylater services in Indonesia.

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1. Introduction

The development of buy now pay later (BNPL) services, particularly Shopee PayLater, has become a significant phenomenon in Indonesia's digital financial ecosystem, along with the increase in e-commerce transactions and the public's need for fast and easy access to financing. Although various studies have addressed aspects of consumer protection, user consumption behavior, and the development of financial technology, studies specifically analyzing default dispute resolution in the legal relationship between users and Shopee PayLater service providers are still relatively limited. This research gap is evident in the lack of analysis that integrates aspects of contract law, electronic transactions, consumer protection, and digital financial services regulations within a comprehensive discussion framework. On the other hand, the increasing number of paylater service users is also accompanied by an increasing risk of default and disputes that require certainty of effective legal resolution mechanisms. Based on these conditions, this study offers novelty through an integrated analysis of the construction of legal relationships between the parties, the forms of default that occur in the Shopee PayLater service, as well as dispute resolution mechanisms and legal protection available under Indonesian civil law and digital financial regulations.

Therefore, this research is focused on answering two main questions, namely how the legal relationship between users and Shopee PayLater service providers is constructed and how the settlement of default disputes and legal protection for the parties can be implemented based on the legal provisions in force in Indonesia. The development of buy now pay later (BNPL) services in Indonesia has shown significant growth in recent years. Data from the Financial Services Authority (OJK) shows that the use of digital technology-based financing services continues to grow in line with the rise in e-commerce transactions and the public's need for fast and easy credit access. One widely used service is Shopee PayLater, which offers deferred payment and installment plans for electronic transactions. However, this increase in users has also been accompanied by an increased risk of default, billing disputes, and consumer protection issues, which have legal implications for both users and service providers. Numerous studies on paylater services have been conducted, but most have focused on user consumer behavior, general consumer protection, and the effectiveness of financial technology regulations. Meanwhile, studies specifically analyzing the structure of civil legal relationships between Shopee PayLater users and service providers, the forms of default that occur in electronic agreements, and dispute resolution mechanisms available under Indonesian civil law are still relatively limited. Thus, a research gap exists in the absence of an analysis that integrates aspects of electronic agreements, default, dispute resolution, and legal protection for the parties within a comprehensive framework.

The novelty of this research lies in its integrated analysis of default dispute resolution in the Shopee PayLater service from an Indonesian civil law perspective, connecting the provisions of the Civil Code, the Consumer Protection Law, the Electronic Information and Transactions Law, and the Financial Services Authority regulations regarding digital financial services. This research not only examines the legal status of electronic agreements used in the Shopee PayLater service but also analyzes the forms of legal protection available to creditors and debtors in resolving disputes resulting from default. Based on this background, this study focuses on two research questions: (1) How is the civil legal relationship between users and Shopee PayLater service providers structured in the electronic agreements used? and (2) What is the mechanism for resolving default disputes and the forms of legal protection available to the parties based on applicable Indonesian law?. The following table presents empirical data that can be included in the introduction to strengthen the urgency of research on default disputes in PayLater services.

The data shows that Buy Now Pay Later (BNPL) services are experiencing rapid growth in Indonesia. In May 2024, the outstanding value of BNPL financing was recorded at IDR 6.81 trillion and increased to IDR 8.58 trillion in May 2025. Meanwhile, the number of bank paylater credit users also increased, reaching 24.79 million accounts in May 2025. This growth demonstrates high public interest in digital financing facilities. However, the increased use of paylater services was also accompanied by an increase in the non-performing financing (NPF) ratio, which reached 3.74% in May 2025. This condition indicates a growing potential for default in the legal relationship between users and paylater service providers. Therefore, a more in-depth legal study is needed regarding the forms of default, dispute resolution mechanisms, and legal protection for parties using Shopee PayLater services in Indonesia.

The development of information and communication technology in the digital era has brought about significant changes in various aspects of people's lives, including the economic and financial sectors. Digital transformation has driven the emergence of various technology-based financial service innovations, or fintech, that provide convenience, speed, and efficiency in conducting transactions. One such innovation is digital payment services with a "buy now pay later" (paylater) system, which is currently growing rapidly in Indonesia (Firdaus & Toto Tohir Suriaatmadja, 2023). The presence of paylater services offers a financing alternative for the public, allowing users to purchase goods or services in advance and pay later in installments. One paylater service widely used by Indonesians is Shopee PayLater, available on the e-commerce platform Shopee (Attamimi et al., 2024). Shopee PayLater is a technology-based loan facility that makes it easy for users to shop without having to make payments in person. This system attracts public interest due to its fast application process, simple requirements, and practical access through a digital application. Furthermore, the development of modern society's consumerist lifestyle is also a factor driving the high use of paylater services. This convenience has led to an increase in the number of users. Digital lending services are increasingly popular, particularly among the younger generation who actively use e-commerce platforms to meet their daily needs (Permana et al., 2023).

Despite offering various conveniences, using Shopee PayLater also raises various legal issues, particularly related to user defaults. Default occurs when a debtor is unable to fulfill their obligation to make installment payments according to the terms and conditions agreed upon in the agreement. In practice, many paylater users experience late payments or even inability to repay their debts due to economic factors, a lack of understanding of the digital lending system, or low financial literacy. This situation ultimately gives rise to disputes between users as debtors and service providers as creditors (Winda Fadilah Juliana Devi et al., 2024).

The issue of Shopee PayLater defaults not only impacts the economic aspect but also raises complex civil law issues. From a civil law perspective, the legal relationship between users and paylater service providers arises from an electronic agreement that binds both parties. According to Article 1313 of the Civil Code (KUHPerdata), an agreement is an act by which one or more persons bind themselves to one or more other persons (Dini Nur Dianti et al., 2022). Furthermore, Article 1338 of the Civil Code stipulates that all legally entered into agreements are legally binding for the parties making them. Therefore, Shopee PayLater users who have agreed to the terms and conditions of use of electronic services are legally obligated to fulfill payments as agreed. Failure to fulfill these payment obligations can be categorized as a breach of contract. A breach of contract occurs when one party to an agreement fails to fulfill its obligations as agreed (Elpa Julita, Idwal B, 2022). This breach can take the form of failure to fulfill the obligation at all, late performance, or performance that does not meet the agreed terms. In the context of Shopee PayLater, a breach of contract occurs when a user fails to make installment payments on time or fails to settle the bill according to applicable regulations. The legal consequences of this breach can include fines, debt collection, service access restrictions, and the possibility of resolving disputes through legal channels (Agustin, 2022).

On the other hand, collection practices for users who have failed to pay often create new problems. In some cases, collection practices are carried out in ways that are considered detrimental and violate consumer rights, such as intimidation, the disclosure of personal data, or psychological pressure on debtors. This clearly contradicts the principles of consumer protection and ethics in the provision of technology-based financial services. Therefore, balanced legal protection is necessary for both parties, both service providers as creditors and users as consumers. This legal protection is crucial to creating legal certainty and maintaining public trust in fintech services in Indonesia (Rifai et al., 2024).

The Indonesian government, through the Financial Services Authority (OJK), has regulated the provision of information technology-based lending services through various regulations, such as the Financial Services Authority Regulation concerning information technology-based joint funding services and provisions on consumer protection in the financial services sector. Furthermore, Law Number 8 of 1999 concerning Consumer Protection also provides the legal basis for protecting the rights of digital service users. In electronic transactions, provisions regarding the validity of electronic documents and agreements are also regulated in Law No. Electronic Information and Transactions Law (UU ITE). The existence of these various regulations demonstrates the government's efforts to provide legal certainty for the development of digital financial services in Indonesia (Rifai et al., 2025).

However, in practice, resolving disputes regarding Shopee PayLater payment defaults still faces various obstacles. Many users do not understand the legal consequences of the electronic agreements they agree to. Furthermore, dispute resolution mechanisms through non-litigation channels such as mediation and negotiation often do not operate optimally (Riskidilpha et al., 2022). Some people also still have limited access to legal assistance or understanding of litigation dispute resolution procedures in court. This situation highlights the importance of a more in-depth legal study of dispute resolution regarding PayLater payment defaults from a civil law perspective. Research on the civil law review of dispute resolution regarding Shopee PayLater payment defaults is crucial because the use of PayLater services continues to increase amidst the development of the digital economy. This study is expected to provide an understanding of the legal standing of parties in electronic agreements, forms of default in PayLater services, and dispute resolution mechanisms that comply with civil law principles and consumer protection. Furthermore, this research is also expected to contribute academically to the development of civil law, particularly regarding electronic transactions and fintech in Indonesia (Tsani, 2024).

Based on this background, this research focuses on analyzing the legal relationship between Shopee PayLater users and service providers, the forms of default resulting from payment failure, and the dispute resolution mechanisms available under Indonesian civil law. This research is expected to identify solutions that provide legal certainty, protect the rights of all parties, and raise public awareness regarding the wise and responsible use of PayLater services (Revulton, 2025). This study uses a normative juridical research method with a statutory approach and a conceptual approach. The normative juridical method is used to examine legal norms related to the resolution of Shopee PayLater default disputes from a civil law perspective in Indonesia. The statutory approach is carried out by examining various relevant regulations, such as the Civil Code (KUHPerdata), Law Number 8 of 1999 concerning Consumer Protection, Law Number 19 of 2016 concerning Electronic Information and Transactions, and the Financial Services Authority (OJK) regulations regarding information technology-based financial services. Meanwhile, a conceptual approach is used to understand the concepts of default, electronic agreements, consumer protection, and dispute resolution mechanisms in fintech transactions (Audry Patricia Ananda et al., 2025).

Data sources in this study were obtained through library research consisting of primary legal materials, secondary legal materials, and tertiary legal materials. Primary legal materials include laws and regulations, court decisions, and legal provisions related to paylater services. Secondary legal materials consisted of books, scientific journals, articles, and previous research findings covering civil law, fintech, and electronic transaction disputes. Tertiary legal materials were obtained from legal dictionaries, encyclopedias, and other supporting sources. Data analysis was conducted qualitatively by interpreting and connecting various legal provisions.

relevant to obtain conclusions regarding the form of legal protection and dispute resolution mechanisms for Shopee PayLater payment failures in Indonesia (Aprianto & Hadibrata, 2023).

2. Method

This research uses a normative juridical legal research method that focuses on the study of legal norms governing the legal relationship between users and Shopee PayLater service providers and the dispute resolution mechanisms for default arising in its implementation. The approaches used consist of a statutory approach and a conceptual approach. The statutory approach is carried out by examining various relevant legal provisions, including the Civil Code (KUHPerdata), Law Number 8 of 1999 concerning Consumer Protection, Law Number 11 of 2008 concerning Information and Electronic Transactions and its amendments, and various Financial Services Authority regulations governing technology-based financial services.

Meanwhile, the conceptual approach is used to analyze legal concepts regarding electronic agreements, defaults, dispute resolution, consumer protection, and legal protection in digital transactions. The sources of legal materials used consist of primary, secondary, and tertiary legal materials. Primary legal materials include laws and regulations related to paylater services and electronic transactions. Secondary legal materials were obtained from law books, scientific journals, previous research results, academic articles, and expert doctrines relevant to the research problem. Tertiary legal materials included legal dictionaries, legal encyclopedias, and other reference sources that supported the understanding of the legal concepts studied.

The collection of legal materials was conducted through library research by identifying, inventorying, and classifying various legal sources related to the research object. The analysis technique used was prescriptive qualitative legal analysis. The analysis was conducted through several stages, namely identification of legal issues, inventory and classification of legal materials, interpretation of applicable legal norms, and construction of legal arguments to answer the research problem formulation. Next, the collected legal materials were analyzed using grammatical, systematic, and teleological interpretation methods to obtain a comprehensive understanding of the legal status of the Shopee PayLater agreement, the forms of default that could occur, available dispute resolution mechanisms, and forms of legal protection for the parties. The results of the analysis are then compiled descriptively and analytically to produce conclusions and recommendations that are in accordance with the principles of civil law and the development of digital financial services regulations in Indonesia (Attamimi et al., 2024).

3. Analysis and Results

The results of the study indicate that default disputes on the Shopee PayLater service are not only caused by the user's inability to fulfill payment obligations, but are also influenced by consumers' low understanding of the legal consequences of agreed electronic agreements. Analysis of the provisions of the Civil Code, the Consumer Protection Law, and the Financial Services Authority regulations shows that the legal relationship between users and service providers basically has a clear legal basis, but in practice there is still an imbalance in bargaining positions due to the use of standard contracts drawn up unilaterally by service providers. A number of complaints related to late payments, the imposition of fines, and collection methods show that although creditors have the right to demand fulfillment of performance based on the principle of *pacta sunt servanda*, the implementation of this right must still pay attention to the principles of consumer protection and good faith. These findings indicate that the effectiveness of legal protection in paylater services is not fully optimal because there is still a gap between normative regulations and their implementation in the field.

Therefore, it is necessary to strengthen regulations regarding the transparency of electronic agreements, increase public legal and financial literacy, and stricter supervision of collection practices to create a balance of legal protection for users and providers of Shopee PayLater services. The legal relationship between users and Shopee PayLater service providers arises from an electronic agreement digitally agreed to through the application. In practice, users who activate the Shopee PayLater service are deemed to have agreed to all terms and conditions set by the service provider. This agreement fulfills the elements of a valid agreement as stipulated in Article 1320 of the Civil Code, which includes agreement between the parties, legal capacity, a specific object, and a lawful cause. Furthermore, the existence of electronic contracts is legally legitimized through Law Number 11 of 2008 concerning Electronic Information and Transactions and its amendments, which recognizes electronic documents as valid legal evidence (Umar & Mukharrom, 2025). Based on Article 1338 of the Civil Code, every legally entered into agreement is legally binding for the parties making it. Therefore, Shopee PayLater users are obligated to make payments according to the agreed schedule, while service providers are obligated to provide financing facilities and clear information regarding fees, interest, fines, and the risks of using the service. Thus, the legal relationship formed not only creates reciprocal rights and obligations but also gives rise to legal liability if one party fails to fulfill its obligations (Jurnal et al., 2025).

Default in using Shopee PayLater generally occurs when a user fails to fulfill their payment obligations within the agreed timeframe. Under Article 1238 of the Civil Code, a debtor is considered negligent after being declared in default through a warning or after the expiration of the time specified in the agreement. In the context of Shopee PayLater, late payments can automatically result in consequences such as fines, service restrictions, credit score reductions, and collection actions by the service provider's designated party (Rahima & Cahyadi, 2022).

Legally, this breach of contract entitles the creditor to demand fulfillment of the agreement, compensation, cancellation of the agreement, or a combination of these demands as stipulated in Articles 1243, 1266, and 1267 of the Civil Code. However, the exercise of these rights must still adhere to the principles of proportionality and consumer protection. Service providers may not engage in actions that violate privacy rights, intimidate, threaten, or engage in forms of debt collection that are contrary to legal provisions and business ethics (Mei et al., 2024). One issue that frequently arises in practice is user complaints regarding debt collection due to late Shopee PayLater payments. Some users complain about the high frequency of billing, perceived intrusive communication, and a lack of understanding of the legal consequences of activating the service. Meanwhile, service providers argue that collection actions are taken to ensure fulfillment of contractual obligations and maintain the quality of financing (Sari, 2022). From a civil law perspective, late payment constitutes a form of default that provides a legal basis for creditors to collect debt. However, collection actions must be carried out in accordance with consumer protection principles and the Financial Services Authority's provisions regarding the treatment of consumers in the financial services sector. If collection is carried out in a manner that is detrimental, intimidating, or violates consumers' privacy rights, such actions have the potential to give rise to new legal disputes that can be filed through consumer complaint mechanisms, mediation, or litigation. This case demonstrates that dispute resolution is not only related to fulfilling payment obligations, but also to protecting consumer rights in digital transactions (Oktaviani et al., 2024).

Disputes arising from breach of contract on Shopee PayLater can be resolved through both non-litigation and litigation channels. Non-litigation channels include negotiations between users and service providers, payment restructuring, mediation, and resolution through alternative dispute resolution institutions in the financial services sector. This channel is preferred because it is relatively fast, inexpensive, and able to maintain good relations between the parties (Suryadi & Zainal, 2023). Meanwhile, litigation can be pursued if an amicable settlement fails to reach an agreement. In the litigation process, the judge will assess the existence of an electronic agreement, transaction evidence, and the type of violation committed by the parties. Although the legal framework governing electronic transactions and consumer protection in Indonesia is quite adequate, its effective implementation still faces several obstacles (Leksi et al., 2025). Low public legal literacy results in many users not fully understanding their rights and obligations when agreeing to electronic contracts. Furthermore, the use of standard clauses in electronic agreements often places consumers in a weaker position than service providers (Rifai et al., 2024).

Previous research generally highlights the influence of paylater services on consumer behavior, the level of financial technology adoption, and consumer protection in digital transactions. Some studies conclude that easier access to credit drives increased consumption, while others emphasize the importance of monitoring paylater service practices (Ni Nyoman Trisna Pradewi, 2025). Unlike those studies, this study specifically analyzes the legal relationship between users and Shopee PayLater service providers through the perspective of breach of contract in civil law. The research focuses not only on consumer protection but also on the construction of electronic agreements, the legal consequences of contract breaches, and available dispute resolution mechanisms. Thus, this study provides a more comprehensive perspective than previous research, which tends to focus on economic aspects or user behavior (Suryadi & Zainal, 2023). The novelty of this research lies in its integrative analysis, which connects contract law, consumer protection law, electronic transaction law, and digital financial services regulations to examine default disputes in Shopee PayLater. This research shows that the problems arising in the use of PayLater services are not only related to the debtor's inability to fulfill their obligations, but also concern the balance of rights and obligations of the parties in the electronic contract and the effectiveness of legal protection provided by the state (Indrayanti et al., 2024). This research contributes both theoretically and practically. Theoretically, the research enriches civil law studies on the application of the concept of default in digital financial transactions. Practically, the research findings can be used as considerations by regulators in refining regulations on paylater services, by service providers in implementing fairer business practices, and by the public in increasing legal awareness and responsibility in the use of digital financing facilities. Therefore, this research offers a new perspective on understanding and resolving default disputes on Shopee PayLater services in Indonesia (Noviyanti et al., 2025).

4. Conclusion

This study concludes that default disputes in Shopee PayLater services have a clear legal basis in civil law, but the effectiveness of legal protection is still suboptimal due to a gap between legal norms and their implementation practices. The main contribution of this study lies in the integrated analysis of contract law, consumer protection, and fintech regulations in explaining dispute resolution and providing practical recommendations in the form of strengthening contract transparency, increasing public legal literacy, and collection oversight by relevant authorities. This study's limitation lies in the normative approach that has not empirically tested the direct experiences of users, thus opening up opportunities for further research to use empirical approaches or comparative studies to obtain a more comprehensive picture of the effectiveness of legal protection in paylater service practices. This study shows that the legal relationship between users and Shopee PayLater service providers is a contractual relationship arising from an electronic agreement and has binding force as stipulated in Article 1338 of the Civil Code. The main findings of the study reveal that default in the use of Shopee PayLater generally occurs due to delays or failures of users in fulfilling payment obligations according to the agreed agreement. This condition gives rise to legal consequences in the form of debt repayment obligations, fines, and potential claims for damages, and can be resolved through non-litigation and litigation mechanisms. This study also found that although Indonesia has a legal framework governing electronic transactions, consumer protection, and digital financial services, the effectiveness of legal protection still faces various challenges, particularly related to low legal literacy among the public, imbalanced bargaining power in standard electronic contracts, and the potential for billing practices that can be detrimental to consumers. The legal implications of these findings indicate the need to strengthen the principle of balancing the rights and obligations of parties in electronic agreements to create legal certainty and more effective protection for both users and service providers. Therefore, this study recommends strengthening regulations regarding the transparency of electronic contracts, standardizing ethical billing mechanisms, and increasing oversight by the Financial Services Authority (OJK) of paylater services. Furthermore, broader financial legal education and literacy programs are needed for the public to minimize the risk of default. For further research, it is recommended to conduct empirical studies on the effectiveness of Shopee PayLater dispute resolution, analyze court decisions related to PayLater disputes, and conduct comparative studies with regulations on buy now pay later services in other countries to identify a legal protection model that is more adaptive to developments in digital financial technology.

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