

LEGAL PROTECTION FOR CONSUMERS AGAINST TRANSACTION CANCELLATION BY TIKTOK SHOP

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ABSTRACT

A sale and purchase agreement between two parties that creates rights and obligations. Where the buyer has made payment and the seller is obliged to hand over the goods being sold, but the seller does not perform, namely the seller cancels unilaterally without notifying the buyer. The seller cancels orders that have been paid for and should be sent but are canceled, causing losses. This action is not justified according to Positive Law and Islamic Law. The formulation of the research problem is what is the legal protection resulting from the cancellation of online buying and selling transactions carried out by sellers at the TikTok shop, what is the perspective of Sharia Economic Law regarding the cancellation of online buying and selling transactions at the TikTok shop. The research method is descriptive qualitative, library research type, collecting data by looking for information from books and writings that suit the object of discussion by reading and studying. The results of the research show that unilateral cancellation of an agreement is the unwillingness of one of the parties (the seller) to fulfill the agreed performance. This is not justified according to the Consumer Protection Law Number 8 of 1999, namely in article 16 and the seller is subject to a 2 year prison sentence or a fine of IDR 500,000,000 in Article 62 paragraph 2. According to the Sharia Economic Law Perspective, unilateral cancellation cannot be carried out if the transaction is has fulfilled the pillars and conditions, namely that the agreement has been mutually agreed upon, it cannot be canceled unilaterally without notifying the buyer, because the buyer has paid and should get the goods but does not get them, that is not justified as in Surah An-Nisaa' paragraph 29, Surah Al-Israa' verse 34, Surah An-Nahl verse 91 and Compilation of Sharia Economic Law Article 36 and sanctions article 38.

Keywords : Consumer Protection, Online Buying and Selling, Sharia Economic Law

ABSTRAK

Suatu perjanjian jual beli antara kedua belah pihak yang menimbulkan hak dan kewajiban. Yang dimana pembeli sudah melakukan pembayaran dan penjual berkewajiban menyerahkan barang yang dijual, akan tetapi penjual tidak melakukan prestasinya yaitu penjual membatalkan secara sepihak tanpa pemberitahuan kepada pembeli. Penjual membatalkan pesanan yang sudah dibayar harusnya dikirim tetapi dibatalkan sehingga menimbulkan kerugian. Perbuatan ini tidak dibenarkan menurut Hukum Positif dan Hukum Islam. Rumusan masalah penelitian adalah bagaimana perlindungan hukum akibat dari pembatalan transaksi jual beli *online* yang dilakukan oleh penjual di *tiktok shop*, bagaimana Perspektif Hukum Ekonomi Syariah terhadap pembatalan transaksi jual beli *online* di *tiktok shop*. Metode penelitian adalah kualitatif deskriptif, jenis penelitian *library research*, pengumpulan data dengan mencari informasi dari buku serta tulisan yang sesuai objek pembahasan dengan cara membaca dan menelaah. Hasil dari penelitian bahwa pembatalan sepihak suatu perjanjian disebut ketidaksediaan salah satu pihak (penjual) untuk memenuhi prestasi yang telah disepakati. Hal ini tidak dibenarkan menurut Undang-undang Perlindungan Konsumen Nomor 8 Tahun 1999 yaitu pada pasal 16 dan penjual dikenakan sanksi penjara 2 tahun atau denda Rp 500.000.000 rupiah pada Pasal 62 ayat 2. Menurut

LEGAL PROTECTION FOR CONSUMERS AGAINST TRANSACTION

CANCELLATION BY TIKTOK SHOP

Perspektif Hukum Ekonomi Syariah pembatalan sepihak tidak boleh dilakukan apabila transaksinya telah memenuhi rukun dan syarat yaitu bahwa dalam perjanjian telah disepakati bersama, tidak boleh dibatalkan secara sepihak tanpa memberitahukan kepada pembeli, karena pembeli sudah membayar yang seharusnya mendapatkan barang akan tetapi tidak mendapatkannya, itu tidak dibenarkan seperti dalam surat An-Nisaa' ayat 29, surat Al-Israa' ayat 34, surat An-Nahl ayat 91 dan Kompilasi Hukum Ekonomi Syariah Pasal 36 dan sanksinya pasal 38.

Kata Kunci: Perlindungan Konsumen, Jual Beli *Online*, Hukum Ekonomi Syariah

INTRODUCTION

A. Background of the Problem

The current development of technology has greatly facilitated various activities, one of which is trade conducted through electronic media, particularly the internet, often referred to as electronic commerce or e-commerce. The advancement of information technology in today's era has led to significant progress in internet development. This has had a profound impact on society. The presence of the internet is highly beneficial and essential for streamlining daily activities, particularly in the field of internet technology. The utility of the internet continues to grow year by year. Social media can be used as a platform for information sharing and communication between producers and consumers.¹ The presence of the internet greatly assists humans in obtaining information, streamlining activities such as transportation through online ride-hailing apps that utilize internet data, and providing convenience for everyone to meet their daily needs, such as online shopping.

As a means of fulfilling life's needs, transactions involve the exchange of goods between parties as a manifestation of social interaction based on mutualism. Buying and selling transactions have become the easiest form of business agreement for transferring ownership or goods, based on mutual need for the transaction and mutual consent or willingness to engage in the transaction.²

One form of *Muamalah* commonly practiced in society is online buying and selling, which is an agreement to exchange goods or items of value using electronic media. This form of trade conducted through the internet is popularly referred to as electronic commerce or online buying and selling, which is a business activity similar to traditional commerce, except that the parties involved do not meet physically but instead interact electronically through social media.

Online buying and selling is an integrated system of technology, dynamic applications, and processes that connect companies, consumers, and specific individuals through electronic transactions involving the trade of services or information conducted via electronic media.³ Thus, online buying and selling involve the sale of goods using internet technology and the agreement of two parties. The fundamental understanding of buying and selling, according to its etymology, is the exchange of one thing for another.⁴ Transactions can be conducted in various ways, one of

¹Chriswardana Bayu Dewa dan Lina Ayu Safitri, *Pemanfaatan Media Sosial Tiktok sebagai Media Promosi Industri Kuliner*, (Yogyakarta:Indonesia, 2021), 67.
<http://ejournal.bsi.ac.id/ejurnal/index.php/khasanah>

²Hendi Suhendi, *Fiqh Muamalah*, (Jakarta: PT Raja Grafindo, 2002), 68.

³Onno W Purbo dan Anang Arief Wahyudi, *Mengenal E-Commerce* (Jakarta: Alex Media Computendo, 2000), 13.

⁴Drs. H. Ahmad Wardi Muslich, *Fiqh Muamalah* (Jakarta: Amzah, 2015), 173.

which is online, which involves ordering goods through electronic media⁵, the seller sells a product, with delivery occurring after the buyer makes payment, and the seller clearly explains the condition of the product being sold. There are now two methods of payment for online sales: payment can be made upfront at the time of ordering the goods, or upon receipt of the goods by the buyer.

The object of the transaction that must be fulfilled by every seller is a product that can be specified in terms of type, form, price, and quantity. The object of the transaction must be a tradable item with a clear status, and its quality and quantity must be known to the prospective buyer.⁶ The conditions in a sales object are: the object of the contract must be deliverable, the object of the contract must be certain or determinable, and the object of the contract must be transacted according to *Syara'*. First, the purpose of the object of the contract must not contradict the transaction, meaning something cannot be transacted if the transaction contradicts its function concerning the item. Second, the nature of the item does not allow the transaction to be transacted and to bear legal consequences, an object, if it is a material thing, must be something that holds value in the view of Islamic law and a thing that is owned by someone else or the seller.⁷ Meanwhile, the requirements for goods that will be the object of the sale and purchase transaction have been agreed upon by *fuqaha* based on authentic *hadiths* that state that the goods being traded are a pure object according to *syara'*. The goods must have utility, be fully owned by the seller, be deliverable from the seller to the buyer, have their condition known, and must be in the seller's possession.

Buying and selling as a means of mutual assistance among fellow human beings has a very strong foundation in the Qur'an, which discusses buying and selling, including:

Surat An-Nisa' verse 29 :

يَا أَيُّهَا الَّذِينَ آمَنُوا لَا تَأْكُلُوا أَمْوَالَكُمْ بَيْنَكُمْ بِالْبَاطِلِ إِلَّا أَنْ تَكُونَ تِجَارَةً عَنْ تَرَاضٍ مِنْكُمْ وَلَا تَقْتُلُوا أَنْفُسَكُمْ إِنَّ اللَّهَ كَانَ بِكُمْ رَحِيمًا

*"O you who believe, do not consume one another's wealth unjustly, except in a manner that is mutually agreed upon among you."*⁸

Obligations of the seller according to Article 1473 of the Civil Code⁹ A seller is required to clearly state the purpose for which he is binding himself, and any promises that are not clear will be interpreted to his disadvantage. Article 1474 of the Civil Code states that the seller has the following obligations: to deliver the goods and to bear the risk of the goods sold.¹⁰ Delivery here means the transfer of ownership from the seller to the buyer. Article 1517 of the Civil Code states that the seller may cancel the sale if the buyer does not act in good faith to make payment in accordance with Articles 1266 and 1267 of the Civil Code, while the buyer may demand cancellation of the purchase if delivery of the goods cannot be made due to the seller's negligence

⁵ Shabhi Mahmashani, *Keabsahan Transaksi Jual Beli Online*, 2007, 3.

⁶ Nasrun Haroen, *Fiqh Muamalah*, (Jakarta: Gaya Media Pratama, 2007), 198.

⁷ Syamsul Anwar, *Hukum Perjanjian Syari'ah*, (Jakarta: PT Raja Grafindo Persadad, 2010), 190.

⁸ Al-Qur'an dan Terjemahannya, Surat An-Nisa' Ayat 29.

⁹ Simanjuntak, *Hukum Perdata Indonesia*, (Jakarta: Kencana, 2015), 306.

¹⁰ Kitab Undang-undang Hukum Perdata

as provided for in Article 1480 of the Civil Code.

E. Research Method

A research method is a structured and logical method for finding information related to a specific problem, after which the data will be processed.¹¹

1. Types and Approaches of Research

The type of research used is library research, which is research that sources its information from various library materials by reading and studying books and writings discussed in this research. This research uses a qualitative approach, therefore, the type of data used is qualitative data.¹²

In this research, the qualitative descriptive method is used as a research process that produces descriptive data in the form of words or written or spoken expressions obtained directly from literature studies related to the research theme, namely, legal protection for consumers against transaction cancellations by TikTok Shop from the perspective of Sharia Economic Law.

2. Data Sources

The data sources in this study are divided into two parts, namely:

- a. Primary Data, which is data obtained in this study, including Law Number 8 of 1999 concerning Consumer Protection, the Civil Code (KUHPer), the Compilation of Islamic Economic Law, and literature related to the research that supports the primary data.
- b. Secondary Data, which explains the primary data, is obtained through the collection or management of data in the form of documentary studies (document analysis) such as references, writings, and others related to the research object. The secondary data in this study consists of books, articles, legal journals, theses, and other sources supporting this research.

3. Data Collection Techniques

The steps taken by the researcher in data collection involve gathering books related to the discussion, reviewing existing literature in the library, particularly regarding legal protection for consumers against transaction cancellations by TikTok Shop from the perspective of Islamic Economic Law. This literature is read, understood, classified according to the required needs, and systematically organized.

4. Data Analysis Techniques

Analysis is the process of simplifying data into a more easily understandable form. Data analysis is a series of activities involving reviewing, grouping, systematizing, interpreting, and verifying data so that a phenomenon has social, academic, and scientific value.¹³ Once all the data required by the researcher has been collected, the author will manage and analyze it using qualitative descriptive methods in a step-by-step manner in this study. The data will then be analyzed by the researcher to draw conclusions that are in line with the research study.

¹¹ J.R. Raco, *Metode Penelitian Kualitatif: Jenis, Karakteristik, dan Keunggulannya*, (Jakarta : Grasindo, 2008), 2.

¹² Djam'an Satori dan Aan Komariah, *Metodologi Penelitian Kualitatif*, (Bandung: Alfabeta, 2017), 28.

¹³ Sugiyono, *Memahami Penelitian Kualitatif*, (Bandung: Alfabeta, 2014), 89.

DISCUSSION AND RESEARCH RESULTS

A. Legal Protection Due to the Cancellation of Online Sales Transactions on the TikTok Shop

An online sale and purchase agreement through social media is considered valid if it meets the subject and object requirements,¹⁴ The fulfillment of these requirements in the agreement made is valid as stated in Article 1320 of the Civil Code, namely "the agreement of those who bind themselves; the ability to make a contract; a specific subject matter; a cause that is not prohibited." Similarly, Article 1458 of the Civil Code states that a sale is deemed to have occurred between the two parties "immediately after the parties reach an agreement on the goods and their price, even if the goods have not yet been delivered and the price has not yet been paid".

An agreement is made by the parties as the basis for a legal relationship regarding an agreed-upon agreement, which gives rise to rights and obligations for the parties. With an agreement in place, it is hoped that everything that has been agreed upon can proceed normally. However, in practice, under certain conditions, the exchange of performance does not always proceed as it should, resulting in an event known as breach of contract. A person is deemed to be in breach of contract if they fail to fulfill the performance at all, perform the performance imperfectly, fulfill the performance late, or perform what is prohibited in the agreement.¹⁵

Unilateral termination of an agreement can be interpreted as the unwillingness of one party to fulfill the performance agreed upon by both parties in the agreement.¹⁶ As stated in Article 1338 of the Civil Code, "all agreements made in accordance with the law are binding on those who make them. Such agreements cannot be revoked except by mutual consent of both parties or for reasons specified by law. An agreement must be carried out in good faith." Therefore, the legal consequence of a valid agreement is that it cannot be revoked. An agreement made with the consent of both parties, if it is to be canceled, must also be canceled with the consent of both parties. However, if the cancellation is accompanied by reasons that, according to the law, require the agreement to be canceled, then the agreement may be canceled.

According to Article 1266 of the Civil Code, there are three conditions for the cancellation of an agreement, namely:¹⁷ The agreement must be reciprocal; the cancellation must be carried out before a judge; and there must be a breach of contract. According to Subekti, there are four types of breach of contract (negligence or omission), namely:¹⁸

1. Failure to perform what should have been performed;
2. Performing what was agreed upon but not in accordance with the agreement;
3. Performing what was agreed upon, but with a delay;
4. Performing something not permitted under the agreement.

¹⁴Supriadi Tanjung, Tinjauan Yuridis Transaksi Jual Beli Online Menurut Undang-Undang Nomor 11 Tahun 2008 tentang Informasi dan Transaksi Elektronik di Kota Bengkulu, *Jurnal Panji Keadilan*, Vol. 1, No.1, (Januari 2018), 52.

¹⁵Niru Anita Sinaga dan Nurlily Darwis, *Wanprestasi dan Akibatnya dalam Pelaksanaan Perjanjian*, (Mei 2016), diakses 29 Mei 2023, <https://journal.universitassuryadarma.ac.id/index.php/jmm/article/download/534/500>

¹⁶Gerry R.Weydekamp, Pembatalan Perjanjian Sepihak Sebagai Suatu Perbuatan Melawan Hukum, *Jurnal Lex Privatum*, Vo. 1, No. 4, (Oktober 2013), 151.

¹⁷Simanjuntak, *Hukum...* 298.

¹⁸Subekti, *Hukum...* 45.

The agreement between the buyer and TikTok Shop is a sales agreement that creates obligations (performance) for both parties. The buyer has fulfilled their obligation by paying the price for the goods sold, and the seller on TikTok Shop, as the seller, is obligated to deliver the goods. However, the seller has not delivered the goods as required or failed to fulfill their obligation. Article 1480 of the Civil Code states that if delivery cannot be carried out due to the seller's negligence, the buyer may seek cancellation of the purchase in accordance with the provisions of Articles 1266 and 1267 of the Civil Code. In this case, the seller is in breach of contract and has caused harm to the buyer. A breach of contract under Article 1267 of the Civil Code results in the following consequences: performance of the agreement, performance and compensation, compensation alone, or compensation and cancellation by the buyer.¹⁹ In the case of the cancellation of the sales agreement, it was the seller who initiated the cancellation, not the buyer, making the cancellation unilateral. Unilateral cancellation can be interpreted as one party's refusal to fulfill the obligations agreed upon by both parties in an online sales agreement. Article 1338 of the Civil Code, paragraph (2), states that an agreement cannot be revoked except by mutual consent of both parties or for reasons deemed sufficient by law. What the seller did on TikTok Shop is contrary to the provisions of Article 1338 of the Civil Code, which does not permit cancellation without the consent of both parties. Before the cancellation, the seller received payment for the item sold and stated that it would be shipped by the seller. As a seller, this clearly demonstrates a lack of good faith toward the buyer in conducting their business activities. The cancellation involves abuse of power, as the seller had previously informed the buyer that the item was already in the shipping process, yet the seller canceled the transaction after the promised delivery time had passed without the buyer's consent. The cancellation of the transaction does not meet the requirements as stipulated in Article 1266, meaning that cancellation cannot be done unilaterally but can only be done by requesting the court.

According to the Consumer Protection Law, unilateral cancellation of transactions by business actors is considered a violation for Article 16 of the Consumer Protection Law, a business operator commits a prohibited act that should not be done in a sale and purchase transaction, namely, when offering goods and/or services through an order, the business operator is prohibited from failing to fulfill the order and/or the agreed-upon completion time as promised; and failing to fulfill a promise regarding a service and/or performance.²⁰ Consumer Protection Law Article 62 Paragraph (2) stipulates criminal sanctions for business actors who violate it, which reads: "Business actors who violate the provisions referred to in Article 11, Article 12, Article 13(1), Article 14, Article 16, and Article 17(1)(d) and (f) shall be punished with imprisonment for a maximum of 2 (two) years or a fine of up to Rp.500,000,000.00 (five hundred million rupiah)." Additional penalties may be imposed under Article 63, which states: "confiscation of certain goods; publication of the court's decision; payment of compensation; an order to cease certain activities causing consumer harm; the obligation to recall goods from circulation; or revocation of the business license."²¹

From the above explanation, the author's analysis is that, according to Article 1338 of the Civil Code, an agreement that has been made cannot be revoked. The seller's unilateral cancellation of the agreement constitutes a breach, similar to Article 16 of Law No. 8 of 1999 on Consumer Protection, which states that the seller must fulfill their obligations to the buyer by

¹⁹Simanjuntak, *Hukum Perdata Indonesia*, (Jakarta: Prenadamedia Group, 2015), 29.

²⁰Undang-undang Republik Indonesia Nomor 8 Tahun 1999... Pasal 16, pdf.

²¹Undang-undang Republik Indonesia Nomor 8 Tahun 1999... Pasal 62 dan Pasal 63, pdf.

delivering the goods on time. This also constitutes a violation of the provisions of the Law, as the unilateral cancellation of the agreement by failing to deliver the goods on time has caused the buyer to suffer losses, where payment was made at the outset of the transaction, and the seller is subject to a prison sentence of 2 (two) years or a fine of Rp.500,000,000 Rupiah under Article 62(2). According to the explanation in this research, most buyers do not pursue the issue beyond reporting it to TikTok. Meanwhile, TikTok only uses a point system for sellers who commit cancellation violations. Sellers receive violation points from TikTok. As stated by the TikTok content creator @butikmurah.store, 'Order cancellations by sellers can incur violation points. If canceled by the seller, 2.5% of the total orders within 30 days lead to a penalty of 2 points, and if the delivery is delayed by 4% of the total orders within 7 days, it results in a penalty of 4 violation points. Using this violation point system, if a seller's account reaches 48 violation points, it will result in the revocation of the seller's rights to use the TikTok Shop platform.

B. The Perspective of Sharia Economic Law on the Cancellation of Online Purchase Transactions on TikTok Shop

Trade is an activity permitted by Islam, based on the evidence found in the Qur'an Surah An-Nisaa' (4): verse 29:

يَا أَيُّهَا الَّذِينَ آمَنُوا لَا تَأْكُلُوا أَمْوَالَكُمْ بَيْنَكُمْ بِالْبَاطِلِ إِلَّا أَنْ تَكُونَ تِجَارَةً عَنْ تَرَاضٍ مِنْكُمْ وَلَا تَقْتُلُوا أَنْفُسَكُمْ إِنَّ اللَّهَ كَانَ بِكُمْ رَحِيمًا

"O you who have believed, do not consume one another's wealth unjustly or send it [in bribery] to the rulers in order that [they might aid] you [to] consume a portion of the wealth of the people in sin, while you know [it is unlawful]."

This verse provides an understanding that the effort to acquire wealth must be done with the willingness of all parties in the transaction. In relation to buying and selling transactions, these transactions must be free from any elements of usury. The verse above clearly states that to obtain sustenance, it must not be through unlawful means that contradict Islamic law, and in buying and selling, it must be based on mutual consent, it should not involve deceit, it should not involve lying, and it should not harm the interests of others.

Sellers and buyers in conducting transactions should be honest, transparent, and tell the truth, so they should not lie and not swear falsely, for swearing and lying remove the blessings of the transaction.²² In addition, the seller and buyer must fulfill the promises that have been agreed upon, because these promises will be held accountable. Allah SWT says in Surah Al-Israa' Verse 34:

وَلَا تَقْرَبُوا مَالَ الْيَتِيمِ إِلَّا بِالَّتِي هِيَ أَحْسَنُ حَتَّىٰ يَبْلُغَ أَشُدَّهُ وَأَوْفُوا بِالْعَهْدِ إِنَّ الْعَهْدَ كَانَ مَسْئُولًا

"And do not approach the property of orphans except in a way that is best (beneficial) until they reach maturity, and fulfill the promise, for indeed, the promise is ever [that about which

²²Hendi Suhedi, *Fiqh Muamalah Membalas Ekonomi Islam*, (Jakarta: PT. Raja Grafindo Persada, 2007), 84.

one will be] questioned."²³

If one party does not fulfill what has been agreed upon or cancels it unilaterally, then such an act is called breach of promise, which greatly violates the rules of Islamic Sharia, as stated in Surah An-Nahl verse 91:

وَأَوْفُوا بِعَهْدِ اللَّهِ إِذَا عَاهَدْتُمْ وَلَا تَنْقُضُوا الْأَيْمَانَ بَعْدَ تَوْكِيدِهَا وَقَدْ جَعَلْتُمُ اللَّهَ عَلَيْكُمْ كَفِيلًا إِنَّ اللَّهَ يَعْلَمُ مَا تَفْعَلُونَ

"And fulfill the covenant with Allah when you have made a promise, and do not break your oaths after confirming them, while you have made Allah a witness over you. Indeed, Allah knows what you do. (QS. An-Nahl: 91)"²⁴

In this verse, there is a severe threat for those who break their oath after it has been affirmed.²⁵ The lesson that can be taken from this verse is the obligation to fulfill promises and not to violate them, the prohibition of breaking promises after they have been strengthened, so that people do not treat oaths as a game.

In Islam, it is highly discouraged for individuals to deny an agreement they have made themselves, similar to a unilateral cancellation of an online sales transaction. Islam places great importance on and requires every person who has made an agreement with another to fulfill that agreement. Any cancellation of a contract must also be carried out according to procedures that are sanctioned by the laws of agreements in Islam. A cancellation that is done unilaterally or without the consent of the other party involved in the agreement is not accepted. The implication of an agreement is the mutual consent between both parties involved, so cancellation can be made only if there is mutual consent between the parties.

In the Book of Wahbah Az-Zuhaili about annulment (*fasakh*) in contracts that are customary has several conditions, namely:²⁶

1. Cancellation is due to the invalidation of the contract. If a contract is invalid, such as selling something that is unknown or a temporary sale, then such a contract must be canceled by both parties and through legal channels, unless there is an obstacle to cancellation, such as the buyer selling the item they purchased for charitable purposes. In this case, the buyer is required to pay the price of the item at the time of receipt, not at the agreed price.
2. Cancellation due to *khiyar* (choosing the best option), by the party who has *khiyar* in conditional *khiyar*, defect *khiyar*, or sight *khiyar*.
3. Cancellation with *iqalah*. *Iqalah* refers to the cancellation of a contract with the mutual consent of both parties, when one of them regrets and wishes to withdraw from the contract that has been made.
4. Cancellation due to the absence of *tanfidz* (application or implementation). Cancellation is allowed when the other party fails to fulfill their commitment under the condition of *khiyar naqd* (payment from the buyer who has not completed payment within 3 days).

²³Al-Qur'an dan terjemahannya, Surat Al-Israa' Ayat 34.

²⁴Al-Qur'an dan Terjemahannya, Surat An-Nahl Ayat 91.

²⁵Syaikh Abu Bakar al-Jazairi, *Aisarut Tafasir*, (Masjid Nabawi: Mudarris Tafsir), Tafsir web, diakses 29 Mei 2023. Google, <https://tafsirweb.com/4439-surat-an-nahl-ayat-91>

²⁶Wahbah Az-Zuhaili, *Fiqh Islam Wa Adilatu*, (Damaskus: Darul Fikr, 1432), 3132-3133.

5. Cancellation due to the expiration of the contract period or the target has been achieved. The contract will automatically be canceled when the period ends or the target intended from the contract has been achieved.
6. Cancellation can occur if one party passes away, specifically one of the parties involved in the contract that pertains to personal rights.
7. Fasakh (cancellation) due to bankruptcy.
8. Fasakh due to a court decision.

Transaction (contract) cancellation must go through steps that are in accordance with the laws of agreements in Islam. The steps that must be followed are as follows:²⁷

1. Notify in advance the party that is making the agreement, for example, the seller notifies the buyer or vice versa.
2. State the reasons for the cancellation proposed.
3. Provide a grace period for the party receiving the cancellation to prepare for the situation.
4. Cancellation can be carried out through an attack if the other party preempts with an assault and betrayal of the agreement that has been made..

According to the Compilation of Sharia Economic Law Article 36, the party (that defaulted) may be considered to have breached the contract if due to their fault:²⁸

1. Not doing what was promised to be done;
2. Carrying out what was promised but not as promised;
3. Doing what was promised, but late; or
4. Doing something that is not allowed according to the agreement.

The sanctions for violations committed by sellers who unilaterally cancel transactions with buyers, according to Article 36 of the Compilation of Sharia Economic Law and the sanctions in Article 38 of the Compilation of Sharia Economic Law, which states: "The party in the agreement who breaks the promise may be subject to sanctions: to pay compensation; cancellation of the agreement; transfer of risk; fines; and/or pay legal costs."²⁹

Based on the explanation above, the author analyzes that the unilateral cancellation of transactions (contracts) by the seller without justifiable reasons according to the provisions of Islamic Sharia is not permitted. As seen with online sellers on TikTok Shop who unilaterally cancel transactions, this is not allowed in Islamic Sharia. A contract can be canceled based on mutual agreement and consent from both parties, so as not to lead to a dispute between them, as this can harm one of the parties involved in the agreement. In the letter An-Nisaa' verse 29, it is explained that in trade, there must be mutual consent among the parties; the author connects the unilateral cancellation made by the seller as not being in a state of mutual consent with the buyer, who feels harmed and oppressed by the seller. In the letter of Al-Israa' verse 34, it is explained that fulfilling promises is mandatory because promises must be accounted for in front of Allah SWT. A seller who unilaterally cancels has not fulfilled the promise that was mutually agreed upon and has violated Allah SWT rules. In the letter of An-Nahl verse 91, it is stated even more firmly that agreements must be honored because promises made are witnessed by Allah SWT. It

²⁷Chairuman Pasaribu dan Suhrawardi K.Lubis, *Hukum Perjanjian dalam Islam*, (Jakarta: Sinar Grafika, 1994), cet. 1, 6-7

²⁸Kompilasi Hukum Ekonomi Syariah, Pasal 36, 26.

²⁹Kompilasi Hukum... Pasal 38, 26.

is forbidden for those who make promises to break them. According to the Compilation of Sharia Economic Law, article 36, the defaulting party can pay compensation, cancel the contract, transfer risks, pay fines, and pay for legal matters in court according to article 38 of the Compilation of Islamic Economic Law. Sellers on TikTok Shop clearly violate points 1 and 4 found in Article 36 of the Compilation of Islamic Economic Law. Unilateral cancellation of transactions by sellers is not allowed in Islamic Law because it causes harm to one party.

CLOSURE

A. Conclusion

From the results presented by the author, the conclusion that can be drawn is:

1. Unilateral cancellation of an agreement can be understood as the unwillingness of one party to fulfill the obligations agreed upon by both parties in the contract. Here, the business actor unilaterally cancels the transaction, as stated in Article 16 of the Consumer Protection Law, which prohibits business actors from failing to fulfill orders and/or agreed timelines according to what was promised; and not keeping promises regarding a service and/or performance. According to Article 62, Paragraph (2) of the Consumer Protection Law, the criminal sanctions for the perpetrator state that they may be punished with imprisonment for a maximum of 2 (two) years or a fine of up to Rp. 500,000,000.00 Rupiah.
2. The unilateral cancellation of the contract by the TikTok shop entrepreneur is contrary to Islamic Law because the entrepreneur has not fulfilled their obligations. According to the Compilation of Sharia Economic Law, Article 36, a party may be considered to have breached the agreement if due to their fault: "Not doing what was promised; Performing but not as promised; Performing but late; or doing something that according to the agreement is not allowed." The sanctions that must be borne by the seller in Article 38 of the Compilation of Sharia Economic Law state: "A party in the contract that commits a breach may be subject to sanctions: paying compensation; cancellation of the contract; transfer of risk; fines; and/or bearing the costs of the lawsuit."

REFERENCES

Al-Quran dan Terjemahnya.

Legislation

Undang-Undang Nomor 8 Tahun 1998 tentang Perlindungan Konsumen.

Undang-Undang Nomor 11 Tahun 2008 tentang Informasi dan Transaksi Elektronik.

Kitab Undang-Undang Hukum Perdata (*Burgerlijk Wetboek Voor Indonesie*).

Books

Anwar, Syamsul. 2010. *Hukum Perjanjian Syari'ah*, Jakarta: PT Raja Grafindo Persada.

Simanjuntak. 2015. *Hukum Perdata Indonesia*, Jakarta: Kencana.

- Raco, J.R. 2008. *Metode Penelitian Kualitatif: Jenis Karakteristik, dan Keunggulannya*, Jakarta: Grafindo.
- Satori, Djam'an dan Komariah, Aan. 2017. *Metodlogi Penelitian Kualitatif*, Bandung: Alfabeta.
- Simanjuntak. 2015. *Hukum Perdata Indonesia*, Jakarta: Prenadamedia Group.
- Sugiyono. 2014. *Memahami Penelitian Kualitatif*, Bandung: Alfabeta.
- Krstianti, Celina Tri Siwi. 2011. *Hukum Perlindungan Konsumen*, Jakarta: Sinar Grafika.
- Mustafa, Imam. 2016. *Fiqh Mu'amalah Kontemporer*, Jakarta: PT. Raja Grafindo Persada.
- Ash-Shiddiqi, Hasbi. 2009. *Hukum-Hukum Fiqh Islam, Tinjauan Antar Mazhab*, Semarang: PT. Pustaka Rizki Putra.
- Rusyd, Ibnu. 2009. *Bidayah al-Mujtahid wa Nihayah al-Muqtasid, Juz II*, Beirut: Dar Al-Jiil.
- Sabiq, Sayyid. 2009. *Fiqh As-Sunnah, Juz 12*, Kuwait: Dar al-Bayan.
- Zulham. 2013. *Hukum Perlindungan Konsumen*, Jakarta: Kencana Prenada Media Group.
- Widiarty, Wiwik Sri. 2016, *Hukum Perlindungan Konsumen*, Depok: PT. Komodo Books.

Journal

- Bulele, Yohana Noni dan Wibowo, Tony. 2020. "Analisis Fenomena Sosial Media dan Kaum Milineal: Studi Kasus Tiktok". *Jurnal Conference On Busines, Social Scinces and Innovation Technology*. Vol 01 No. 01.
- R.Weydekamp, Gerry. 2013. "Pembatalan Perjanjian sepihak Sebagai Suatu Perbuatan Melawan Hukum". *Jurnal Lex Privatum*. Vol. 1 No. 4.

Skripsi

- Rimanadi, Arleani Firiski. "Pembatalan Sepihak oleh Customer Shopee dalam Transaksi Cash On Delivery (Perspektif Hukum Positif dan Fikih Muamalah)". Skripsi: UIN Syarif Hidayatullah Jakarta, 2022.
- Rahmadyanto. "Perspektif Hukum Islam terhadap Transaksi Jual Beli Online dengan Model Periklanan", Skripsi: Universitas Muhammadiyah Makassar, 2020.
- Ninda Mauliza. "Pembatalan Sepihak pada Transaksi Jual Beli Online Dengan Sistem Pembayaran Cash On Delevery Dalam Perspektif 'Aqd Al-Ba'i (Suatu Penelitian di Kecamatan Syiah Kuola Kota Banda Aceh)", Skripsi: Universitas Islam Negeri Ar-Raniry Darussalam, 2020.

Makalah/Artikel Online, Website

- Dewa, Chriswardana Bayu dan Safitri, Lina Ayu. 2021. "Pemanfaatan Media Sosial Tiktok Sebagai Media Promosi Industri Kuliner". Diunduh <http://ejournal.bsi.ac.id/ejurnal/index.php/khasanah>

Cintha. "Tiktok Shop: Pengertian, Keunggulan, dan Cara Berjualannya". Diakses 16 April 2023.
<https://accurate.id/digital-marketing/tiktok-shop-pengertian-keunggulan-dan-cara-berjualannya/>

_____. "Tiktok Shop: Pengertian, Cara Membuat, Tips Berjualan dan Cara Belanja",
Matamaya, 09 Desember 2022, diakses 20 September 2023. <https://matamaya.id/article/analisis-performa-tiktok/tiktok-shop-pengertian-cara-membuat-tips-berjualan-dan-cara-belanja>