

PENERAPAN PASAL 1320 KUH PERDATA DALAM PERJANJIAN JUAL BELI *MYSTERY BOX* PADA SITUS *E-COMMERCE SHOPEE*

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ABSTRAK

E-commerce merupakan perjanjian jual beli yang dilakukan melalui media internet yang membawa kemudahan dan kepraktisan untuk melaksanakan jual beli. Salah satunya *e-commerce* Shopee yang menawarkan jual beli *mystery box*. *Mystery box* adalah suatu sistem penjualan berupa kotak/paket yang tidak diketahui isinya secara pasti barang apa yang akan didapatkan oleh pembeli. Jual beli *mystery box* dilakukan disitus *e-commerce* Shopee dengan cara memasarkan produk tidak menyebutkan produk yang dijanjikan secara jelas, sehingga penjual hanya memaparkan produk yang kemungkinan bisa pembeli dapatkan dengan harga yang harus dibayarkan. Terlebih lagi penjual sudah mencantumkan klausula baku bahwa barang yang sudah diterima pembeli tidak dapat dikembalikan atau *diretur*. Terkait dengan perjanjian seperti ini yang belum diketahui barang apa yang akan menjadi objek perjanjian sehingga perjanjian jual beli *mystery box* ini apakah layak dan wajar dalam hukum perjanjian melalui sistem elektronik dan transaksi seperti itu sudahkah memenuhi syarat-syarat sah suatu perjanjian yang termuat dalam Pasal 1320 KUH Perdata. Tujuan dari penelitian ini untuk mengetahui bagaimana Penerapan Pasal 1320 KUH Perdata terhadap perjanjian jual beli *mystery box* pada situs *e-commerce* Shopee sudahkah terpenuhi serta akibat hukum bagi para pihak terhadap perjanjian jual beli *mystery box* pada situs *e-commerce* Shopee. Penelitian menggunakan metode hukum normatif dengan pendekatan peraturan perundang-undangan. Hasil penelitian diketahui perjanjian jual beli *mystery box* pada situs *e-commerce* Shopee tidak terpenuhinya syarat dalam Pasal 1320 KUH Perdata yaitu syarat subjektif dan syarat objektif. Batalnya suatu perjanjian dikarenakan tidak memenuhi syarat sah Pasal 1320 KUH Perdata terkait syarat subjektif maka perjanjian tersebut dapat dibatalkan dan tidak terpenuhinya syarat objektif maka perjanjian itu batal demi hukum.

Kata Kunci: Perjanjian, *E-Commerce*, *Mystery Box*, Pasal 1320 KUH Perdata.

**IMPLEMENTATION OF ARTICLE 1320 OF THE CIVIL CODE IN THE
MYSTERY BOX PURCHASE AGREEMENT ON THE SITE E-COMMERCE
SHOPEE**

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ABSTRACT

E-commerce is a sale and purchase agreement made through internet media which brings convenience and practicality to carry out buying and selling. One of them is the Shopee e-commerce which offers buying and selling mystery boxes. Mystery box is a sales system in the form of boxes/packages whose contents are not known exactly what goods will be obtained by the buyer. Mystery box buying and selling is carried out on the Shopee e-commerce site by marketing the product without clearly stating the product promised, so the seller only presents the product that the buyer is likely to be able to get at the price that must be paid. What's more, the seller has included a standard clause that the goods that have been received by the buyer cannot be returned or returned. Regarding agreements like this, it is not yet known what goods will become the object of the agreement, so is this mystery box sale and purchase agreement appropriate and reasonable under the law of an agreement through an electronic system and does such a transaction fulfill the legal requirements of an agreement contained in Article 1320 of the Civil Code. The purpose of this study is to find out how the application of Article 1320 of the Civil Code to the mystery box sale and purchase agreement on the Shopee e-commerce site has been fulfilled and the legal consequences for the parties to the mystery box sale and purchase agreement on the Shopee e-commerce site. This research uses a normative legal method with a statutory approach. The results showed that the mystery box sale and purchase agreement on the Shopee e-commerce site did not fulfill the requirements in Article 1320 of the Civil Code, namely subjective requirements and objective requirements. If an agreement is canceled because it does not fulfill the legal requirements of Article 1320 of the Civil Code regarding subjective conditions, the agreement can be canceled and if the objective conditions are not met, the agreement is null and void.

Keywords: Agreement, E-Commerce, Mystery Box, Article 1320 of the Civil Code.