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## Split Payment as a Method of Consumer Payment in Online Buying and Selling Practices Is Reviewed From the Principle of Legal Certainty

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### Keywords:

Split Payment;  
Online Buying  
and Selling;  
Legal Certainty.

### Abstract

Current technological advances have led to the development of payment methods in online buying and selling practices. Usually the payment method is made via cash and non-cash; one of the current payment methods is known as the split payment method. Split payment is a payment made using more than one payment method to complete the entire transaction. There is a case where a consumer buys goods online by paying using split payment and the consumer will be given cash back when using split payment. However, the goods that have been purchased do not reach the consumer. The consumer and the shop agreed to ask for compensation from the market place, which is a meeting place for online buyers and sellers. Based on this case, the author is interested in researching the problem of how to complete online buying and selling transactions using split payments. This research uses normative legal research methods with a statutory approach. The results of this research show that it is important to have special regulations regarding the definition and validity of split payment methods for online buying and selling transactions in order to provide guarantees, justice and consumer security in order to realize the principle of legal certainty.

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## Introduction

There are quite a variety of payment methods in the marketplace, one of which is via split payment. Split payment is a payment method that uses more than one payment method. This payment method emerged due to the consideration that nowadays, buyers tend to have more than one account or digital wallet,<sup>1</sup> The split payment scheme is often used as a marketing strategy used by shop owners to potential customers because they are provided with this payment facility.<sup>2</sup>

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<sup>1</sup> Dany Ahmad and others, 'Pengembangan Website E-Commerce Memanfaatkan Metode Pembayaran Split Payment Menggunakan API Payment Gateway (Studi Kasus: Media Ar-Raihan)' (2022) 6 Jurnal Pengembangan Teknologi Informasi dan Ilmu Komputer 3062 <<https://jptiik.multi.web.id/index.php/j-ptiik/article/view/11267>>.

<sup>2</sup> Meyla Prima Susilawati and Andre Mirza Hartawan, 'Cashback and Split Payment as an E-Commerce Marketing Strategy from the Perspective of Islamic Ethics' (2023) 3 European Journal of Humanities and Social Sciences 121.

In buying and selling transactions through the marketplace, the split payment method can be used, but there are also those who experience problems, one of which is a case that occurred in Jakarta on July 20, 2021, Dina Christina, a Tokopedia user, talked about her efforts to process a claim regarding the alleged fraud she experienced. when shopping on the marketplace. Dina experienced something unpleasant when she bought an 11-inch iPad with a capacity of 256 gigabytes at a shop or merchant called MA. Dina bought an iPad for IDR 13.99 million by paying via split payment. The first payment with the first invoice was IDR 10 million using an online credit application and the second invoice was IDR 3.99 million via a virtual account at one of the banks. However, the iPad that was ordered never reached Dina. After Dina found out, the GoSend courier from Gojek who was supposed to deliver Dina's iPad apparently rented out her account to someone else. In this case, Gojek has blocked the GoSend courier account. On Thursday, August 5, 2021, Dina said that the case was closed by Tokopedia with a decision to return the balance 50:50 of the total IDR 3.99 million. So, IDR 1.99 million for the shop and IDR 1.99 million for Dina. In fact, Tokopedia knows that it is not allowed to use this kind of split payment service. After this case went viral in the media, Tokopedia returned the remaining claim from Dina amounting to IDR 1,995 million.<sup>3</sup>

There are several previous studies on payment methods for online buying and selling that can be applied by the marketplace; one of the payment alternatives is through Cash on Delivery such as in research conducted by Dikha Anugrah who studied the strategy for renewing online buying and selling transaction law with the cash on delivery (COD) payment method. This study shows that there needs to be uniformity in the regulation of payment methods through COD in online buying and selling transactions to minimize risk and achieve legal objectives, namely justice, legal certainty, and benefits.<sup>4</sup>

Another study studied the mechanism of online buying and selling through the Shopee Paylater payment system and the views of Islamic economic law on the Shopee Paylater system. This study shows that the Shopee Paylater payment system in online

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<sup>3</sup> Francisca Christy Rosana, 'Tokopedia Kembalikan Penuh Uang Pelanggan Yang Diduga Tertipu Belanja Ipad' <https://bisnis.tempo.co/read/1493253/tokopedia>.

<sup>4</sup> Dikha Anugrah, 'Strategi Pembaharuan Hukum Transaksi Jual Beli Online Dengan Metode Pembayaran Cash on Delivery' (2022) 13 Logika: Jurnal Penelitian Universitas Kuningan 85.

buying and selling transactions does not conflict with Islamic economic law, but, in terms of payment, there is a fine imposed if consumers are late in paying bills that have fallen due; in the view of Islam this is considered to contain usury.<sup>5</sup>

What distinguishes this research from previous research is that it focuses on discussing payment methods for online buying and selling transactions using the split payment method. The question is whether payment via split payment in online buying and selling practices can be said to be legal and how it is regulated in Indonesia.

### **Research Method**

In this research, the method used by researchers is a normative legal research method with a statutory approach. Soerjono Soekanto's benchmark in his discussion of normative legal research is the nature and scope of legal discipline, where legal discipline is defined as a system of teachings about reality, which usually includes analytical discipline and prescriptive discipline; legal discipline is usually included in the prescriptive discipline if law is only looked at just from a normative perspective.<sup>6</sup> Soekanto wants to prove and emphasize that legal discipline can generally also be interpreted as a system of teachings about law as norms and reality (behavior) or as something to aspire to.<sup>7</sup>

In the statutory approach method, it is necessary to understand the hierarchy and principles in statutory regulations. According to Article 1 number 2 of Law Number 12 of 2011, statutory regulations are written regulations containing legal norms that are formed, determined by authorized state institutions in accordance with statutory regulations. In essence, the statutory regulatory approach is an approach to legislation and regulations. In this research, the term split payment has not been specifically regulated in a statutory regulation so that when a problem occurs via the split payment method it tends to refer to buying and selling as contained in the Civil Code or when one

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<sup>5</sup> Ninda Arianti M, Mohamad Zaenal Arifin and Safitri, 'Transaksi Jual Beli Online Melalui Sistem Shopee Paylater Dalam Perspektif Hukum Ekonomi Syariah' (2023) 6 *Syar'ie* 111.

<sup>6</sup> Depri Liber Sonata, 'Metode Penelitian Hukum Normatif Dan Empiris : Karakteristik Khas Dari Metode Meneliti Hukum' (2014) 8 *Fiat Justisia Jurnal Ilmu Hukum* 15.

<sup>7</sup> Soerjono Soekanto and Sri Mamuji, *Penelitian Hukum Normatif: Suatu Tinjauan Singkat* (Raja Grafindo Persada 2001).

of the payments uses a transfer or payment using digital it can also refer to the ITE Law. Regulations regarding split payments in business or trade transactions require special regulations to create legal certainty for the parties.

### **Consumer Definitions**

In this discussion we need to know clearly what the meaning of consumer is, “Consumer” comes from the word “consument” in Dutch and in English means “user.” Literally the meaning of the word “consumer” is everyone who uses goods and services. Meanwhile, according to Black’s Law Dictionary, a consumer is someone who buys goods or services for personal, family or home purposes, without any intention of reselling the goods or services. According to the Big Indonesian Dictionary, the meaning of the word “consumer” is as user. In general, consumers can be interpreted as the final user of the product handed over to them, namely everyone who gets goods to use and not trade again.<sup>8</sup>

### **Marketplace**

A marketplace is an electronic product marketing platform that brings together many sellers and buyers to make transactions, in this case the seller doesn’t need to bother if they want to sell or offer their goods online. Only registration is required to start selling. All processes are borne by the marketplace. Sellers only need to improve services and promotions through the marketplace, and there is a possibility that more goods will be sold.<sup>9</sup> Buying and selling through the marketplace in Indonesia is regulated through the provisions of Article 1457 of the Civil Code. According to the Civil Code (KUHPerdata) in Indonesia, buying and selling is an agreement in which the seller commits himself to hand over an item, and the other party, the buyer, commits himself to paying the price of the goods in money.<sup>10</sup> Apart from that, the terms and conditions of

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<sup>8</sup> Rosmawati, *Pokok-Pokok Hukum Perlindungan Konsumen* (1st edn, Prenada Media Group 2018).

<sup>9</sup> Nuraida Wahyuni, Ade Irman Saeful Mutaqin S. and Akbar Gunawan, “Pengenalan dan Pemanfaatan Marketplace E-Commerce Untuk Pelaku UKM Wilayah Cilegon” (2019) 1 Jurnal Pengabdian Dinamika 31 <<https://jurnal.untirta.ac.id/index.php/Dinamika/article/viewFile/8758/5837>>.

<sup>10</sup> Johanis F Mondoringin, “Tinjauan Hukum Tentang Hak dan Kewajiban Penjual dan Pembeli Dalam Perjanjian Jual Beli Menurut KUH-Perdata” (2023) Vol 12 No Lex Privatum Hal 4.

approved offers for online buying and selling transactions are also regulated in Article 20 of the Electronic Transaction Information Law.<sup>11</sup> Legal relations in electronic contracts arise as a manifestation of freedom of contract, which is known in the Civil Code. This principle is also called freedom of contract or *laissez faire*. Article 1338 of the Civil Code states that “all agreements made legally are valid as law for those who make them”.<sup>12</sup>

A sale and purchase agreement is an agreement between the seller and the buyer in which the seller binds himself to hand over his ownership rights to an item to the buyer, and the buyer binds himself to pay the price of the item. Next, regarding online buying and selling, it is buying and selling goods and services carried out via electronic media, especially via the internet or online. Buying and selling via the internet is a buying and selling contract carried out using electronic means in the form of goods or services. Apart from that, online buying and selling activities via the internet are known as electronic commerce or e-commerce. What is meant by e-commerce is an activity that is carried out by many people because electronic buying and selling transactions make time efficient and effective so that someone can carry out buying and selling transactions with anyone wherever and whenever.

E-commerce is basically a trade transaction between sellers and buyers using internet media. This certainly changes the habit of previously carrying out face-to-face buying and selling transactions between sellers and buyers. Face-to-face transactions between sellers and buyers have now changed to online transactions. The sale and purchase transaction is carried out by accessing the available web page which contains an agreement made by the seller, who is usually called the seller, and the buyer, who is usually called the buyer. The buying and selling transaction activity is carried out by following the instructions provided by pressing a button as a sign of approval for the contents of the agreement. Online buying and selling can be done without a direct meeting between the two parties; according to Law Number 19 of 2016 concerning Electronic

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<sup>11</sup> Yudana I Gede Vera, I Nyoman Putu Budiarta and Desak Gde Dwi Arini, ‘Perlindungan Hukum Terhadap Pelaku Usaha Melalui Sistem Cash On Delivery Pada Marketplace’ (2022) 3 *Jurnal Interpretasi Hukum* 379 <<https://www.ejournal.warmadewa.ac.id/index.php/juinhum/article/view/5770>>.

<sup>12</sup> Agus Santoso and Dyah Pratiwi, ‘Tanggung Jawab Penyelenggara Sistem Elektronik Perbankan Dalam Kegiatan Transaksi Elektronik Pasca Undang-Undang Nomor 11 Tahun 2008 Tentang Informasi dan Transaksi Elektronik’ (2008) 5 *Jurnal Legislasi Indonesia* 74.

Information and Transactions Article 1 number 2 regarding the definition of Electronic Transactions as legal actions are carried out using computers, computer networks and/or media. other electronics. Regarding online buying and selling conditions, among others:

- a) There are parties who enter into a contract, meaning between the seller and the buyer The parties entering into the contract in online buying and selling are clear. Like agreements in online sales in general, there are terms and conditions agreed to by the consumer.
- b) There are *ijab and qobul*. Regarding the second pillar of buying and selling. there must be an agreement, usually in the form of an agreement and usually made in writing.
- c) The existence of the object of the contract. Regarding the object of online buying and selling, it must be stated clearly and explained in detail in providing information about the goods or products that will be bought and sold online, along with the price, and what the payment method is.
- d) There are benefits from the contract carried out. This means that the goods purchased or sold are legal goods and not prohibited or illegal goods.

### **Payment Method**

Online buying and selling transactions can also be carried out via several social media such as Facebook, Telegram, and Instagram; this is a common sight which is currently quite developed. Some of the ease of shopping is currently also balanced by developments in payment methods. Regarding payment methods, these are defined as a method that consumers can use when they want to pay for goods or services with the aim of getting benefits.<sup>13</sup> According to another view regarding payment methods, shopping payment transactions on the Marketplace can use electronic money and to examine the Islamic view of special offers for certain products that can be purchased using electronic money.<sup>14</sup> Regarding payment methods or methods currently available, these include credit cards, debit cards, electronic wallets, paylater to COD or cash on delivery. Several payment methods are often used in E-Commerce.<sup>15</sup>

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<sup>13</sup> Saprida Saprida, Zuul Fitriani Umari and Zuul Fitriana Umari, 'Sosialisasi Ijarah Dalam Hukum Islam' (2023) 3 AKM: Aksi Kepada Masyarakat 283.

<sup>14</sup> Dyarini and others, 'Studi Fenomenologi : Metode Pembayaran Pada Marketplace Dilihat Dari Perspektif Ekonomi' [2022] Prosiding Seminar Nasional Penelitian LPPM UMJ.

<sup>15</sup> Annisa Nur Ramadhani, Muhammad Iqbal Fasa and Suharto, 'Analisis Metode Pembayaran Dalam Meningkatkan Minat Beli Konsumen Pada E-Commerce : Tinjauan Perspektif Ekonomi Islam' (2022) 15 Jurnal Bina Bangsa Ekonomika 111.

## 1. Cash on delivery

Regarding the payment method via Cash on Delivery (COD), it is a payment method that is made in cash when the goods or products that have been ordered by the consumer have arrived at home. The aim of the COD payment system is to make it easier for buyers to make payments without having to have a bank account or credit card.<sup>16</sup> In this case, payment is not given directly to the seller but through a courier intermediary who delivers the order.<sup>17</sup> Payment through this method is widely used by consumers because it is considered capable of avoiding bad intentions. If the goods that have been ordered have not been sent to the consumer's hands then the consumer does not pay, but if the goods that have been ordered by the consumer have arrived at the consumer's hands, then the consumers pay according to the agreed price. In this case, consumers do not need to worry if the goods they have ordered via online buying and selling have not arrived.<sup>18</sup>

## 2. Bank Transfer

According to Suhard, the definition of transfer is a mandate given to a bank to send a sum of money from one branch to another branch, to the same bank or another bank to be paid to its partners in cash or via account. Meanwhile, the definition of fund transfer according to Bank Indonesia is contained in PBI/14/23/PBI/2013 Law Number 3 of 2011 Article 1 which states that the definition of fund transfer is a series of activities that begin with an order from the original sender which aims to transfer a certain amount of funds to the recipient who has been mentioned in the transfer order. funds until the funds are received by the recipient.<sup>19</sup> Transfer can also be said to be the transfer of a certain amount of funds from a customer's account to the other customer's account in a short time and safely.<sup>20</sup>

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<sup>16</sup> Sahrullah, 'Sistem Pembayaran Cash On Delivery (COD) Pada E- Commerce Ditinjau Dari Maqashi Syariah' (2023) 6 Jurnal Ekonomi & Ekonomi Syariah 972.

<sup>17</sup> Mhd Fathur Rizqi Zuhaba Hsb and others, 'Pengaruh Metode Pembayaran Cash On Delivery Pada Aplikasi Shopee Terhadap Daya Beli Konsumen (Studi Kasus Pada Mahasiswa Uinsu)' (2023) 3 Bussman Journal: Indonesia Journal of Business and Management 105.

<sup>18</sup> Indra Kirana and Rahmi Ayunda, 'Sistem Belanja Cash On Delivery Dalam Pespektif Hukum Perlindungan Konsumen Dan Transaksi Elektronik Sistem Belanja Cash On Delivery (COD) Dalam Perspektif Hukum Perlindungan Konsumen Dan Transaksi Elektronik Article Abstract' (2022) 13 Jurnal Surya Kencana Satu 69.

<sup>19</sup> Isra Hayati and Raja David Indra Kijai, 'Penerapan Real Time Gross Settlement Dalam Kegiatan Usaha Nasabah Di PT Bank Sumut Syariah Cabang Medan' (2019) 10 Jurnal Ekonomi Islam 1.

<sup>20</sup> Syamsul Effendi, 'Jual Beli Dengan Sistem Transfer Dana Melalui Bank Dalam Pandangan Islam' (2017) 4 Jurnal Riset Akuntansi Multiparadigma 65.

### 3. Credit Card

The word credit comes from the Latin word *creditum* which means trust. So giving credit can also be interpreted as giving trust. Trust that the recipient will use the achievements they receive. Furthermore, the recipient will use the achievements they receive in accordance with the agreed goals and have the ability to return the achievements at a certain time, so here the time factor is related between giving the achievements and receiving the achievements back. According to Article 1 of Law Number 7 of 1992 concerning Banking, it states the definition of credit as a provider of money or bills that can be equated with it, based on an agreement or loan agreement to pay off the debt. Thus, what is meant by a credit card is a type of payment instrument as a substitute for cash, where the credit card holder can exchange whatever they want at any time in a place where there is an indication that the place in question can accept credit cards from the bank or from the company that issued it, or the issuing branch. There are two types of credit card functions: a. For business actors or companies receiving credit cards, the function of credit cards for companies is explained in two ways: 1) As a means for business expansion by issuing credit cards, one of which can increase turnover which is commonly used by many people, such as holding promotions via credit cards. 2) Every purchase transaction uses a credit card; the recipient no longer needs to hesitate about payment because generally it is fully guaranteed by the issuing bank. b. For credit card holders, the function is: 1) For business needs both in Indonesia and business needs abroad; 2) One's trading transactions will increase; 3) One does not need to keep large amounts of cash at one's place. In this way, the function of a credit card can be used like money and has the advantage of being safe, practical and efficient.<sup>21</sup>

### 4. E-Wallet

According to Wikramanayake, the definition of E-wallet or often referred to as mobile wallet is a payment service that is operated under financial regulations and carried out via mobile devices. E-wallet can be used to carry out transactions, online

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<sup>21</sup> Deny Slamet Pribadi, 'Aspek Hukum Penggunaan Kartu Kredit Sebagai Alat Jaminan' (2005) Risalah Hukum 8.



shopping, ordering and various services available.<sup>22</sup> e-wallet is also commonly referred to as a digital wallet. Digital wallet is an electronic service that functions as a payment instrument or means of payment using cards and also electronic money.<sup>23</sup> Digital wallets in Indonesia experienced rapid development in the last five years.<sup>24</sup>

## 5. Split Payment

Of the several payment methods in the marketplace mentioned above, split payment is a payment method that uses more than one payment method. This payment method emerged due to the consideration that, nowadays, buyers tend to have more than one account or digital wallet. Split payment schemes are often used as a marketing strategy used by shop owners to potential customers because they are provided with this payment facility.

## Legal Certainty Theory

In order to create clarity regarding legal regulations, a main principle emerged, namely the principle of Legal Certainty. The idea of the principle of legal certainty was initially introduced by Gustav Radbruch. Radbruch wrote that in law there are three basic values, namely Justice, Benefit, and Legal Certainty.<sup>25</sup> The existence of the principle of Legal Certainty is interpreted as a condition where the law is certain because there is concrete power for the law in question. The existence of the principle of legal certainty is a form of protection for justice seekers against arbitrary actions.

Lord Lloyd is of the view that, without legal certainty, people do not know what to do and ultimately uncertainty arises, which will ultimately lead to violence due to the indecisiveness of the legal system. Thus, legal certainty refers to the application of clear, permanent and consistent laws where their implementation cannot be influenced by subjective circumstances.

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<sup>22</sup> Mazaya Faridhal, 'Analisis Transaksi Pembayaran Nontunai Melalui E-Wallet: Perspektif Dari Modifikasi Model Unified Theory of Acceptance And Use Of Technology 2' (2018) 7 *Jurnal Ilmiah Mahasiswa FEB*.

<sup>23</sup> Jihan Fadhilah and others, 'Pemanfaatan Teknologi Digital Wallet Sebagai Solusi Alternatif Pembayaran Modern : Literature Review' (2021) 2 *Journal of Computer Science an Engineering* 89.

<sup>24</sup> Arindy and A Suzianti, 'Developing Digital Wallet Services in Indonesia: A Multigeneration Perspective' (2020) *ACM Int. Conf. Proceeding Ser.*

<sup>25</sup> Mario Julyano and Aditya Yuli Sulistyawan, 'Pemahaman Terhadap Asas Kepastian Hukum Melalui Konstruksi Penalaran Positivisme Hukum' (2019) 01 *Jurnal Crepido* 13.

This principle of Legal Certainty will be the basis for analysis in the application of the split payment method in online buying and selling transactions in the marketplace.

### **Case Discussion**

This is related to the buying and selling transaction that Dina experienced on Tuesday, July 20, 2021, when she bought an 11 inch iPad with a capacity of 256 gigabytes at a shop or merchant called MA for IDR 13.99 million and paid by split payment. Dina made the first payment with an invoice of IDR 10 million (ten million rupiah) using an online credit application and for the second invoice payment Dina has paid IDR 3.99 (three million nine hundred and ninety thousand rupiah) million via a virtual account in one bank.<sup>26</sup> The reason Dina as a consumer chooses split payment when buying an iPad is because she sees that the shop that sells it provides this service. Moreover, there is information that Dina as a consumer will get cashback if she makes a payment using a split payment with the hope of getting cashback of Rp. 500 thousand for invoice 1 (Rp. 10 million) and around Rp. 119 thousand for invoice 2 (Rp. 3.99 million). So in total, Dina can get cashback of around IDR 619 thousand by paying via split payment. However, the iPad that Dina ordered never reached Dina's hands. After investigation, the GoSend courier from Gojek who was supposed to deliver Dina's iPad, apparently actually rented out her account to someone else. For this case, Gojek has blocked the GoSend courier account. So the money that has been paid by Dina as a consumer cannot be returned in full because there is no insurance, so the process becomes hampered. The settlement was on Thursday, August 5, 2021, and Dina said that the case was closed by Tokopedia with a decision to return the balance of 50:50 of the total IDR 3.99 million. So, IDR 1.99 million for the shop and IDR 1.99 million as compensation payment for the money Dina had spent on purchasing the iPad. Even though the seller and buyer agreed that the iPad buying and selling transaction would be carried out using a split payment method. However, it turns out that the marketplace, in this case Tokopedia, is actually not allowed to use split

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<sup>26</sup> Alwan Azhari and Tuti Anggraini, 'Pengaruh Fitur Virtual Account Billing, Payment Transaction, Dan E-Statement Terhadap Pengaplikasian m-Banking' (2023) 6 FINANSIA : Jurnal Akuntansi dan Perbankan Syariah 105 <<https://e-journal.metrouniv.ac.id/index.php/FINANSIA/article/view/7085>>.

payment services. So in this case Dina as the consumer experienced a loss of IDR 1.99 million. Then on Sunday, 8 August, 2021, Dina said Tokopedia contacted her again and said it was willing to pay the remaining compensation and would transfer another Rp. 1.99 million. According to Dina, Tokopedia said the money would be transferred in one to three working days , or by Wednesday, August 11, 2021 at the latest.

Meanwhile, Gojek confirmed that it had deactivated the driver's account due to suspected account misuse. Gojek has also contacted Dina and explained the chronology and solution to this problem. Gojek, as a goods delivery service provider, has coordinated with Tokopedia regarding the insurance claim process in accordance with applicable regulations. Tokopedia said it was conducting a review and management was also coordinating to look into the problem. Tempo also tried to confirm again with Tokopedia regarding the company's provisions regarding split payments, but there was no response until this news was published. In the end, Tokopedia returned all consumer funds after the case went viral in the media.

The more advanced information technology, the more advanced the payment methods that can be used. Split payment is a payment solution that combines several payment methods for a transaction to make it easier for consumers. The marketplace and merchants can determine several payment method options that can be used by buyers, including the split payment method. When buyers make payments through split payment, it can be considered valid. Including the consumer's right to a refund if there is a problem in terms of product defects or errors in the shipping process. PP Number 80 of 2011 concerning Electronic System Trading Article 71 states that every domestic PPMSE (Electronic System Trading Organizer) and/or foreign PPMSE that accepts payments must have or provide a mechanism that can ensure a refund of consumers' funds if the consumer cancels the purchase. So when the split payment method can be used, business actors must also be ready to make a refund if the consumer cancels the purchase or if there is a problem with the shipping that is beyond the control of the consumer. Consumer protection regulations for refunds already exist, but clearer regulations are needed regarding split payments to provide legal certainty for the parties.

The case above is an example of the importance of having regulations regarding payment methods for online buying and selling transactions so as to provide legal certainty for parties carrying out online buying and selling transactions, especially those where payment is made via split payment. This is important because, in the future, the regulation regarding payment methods by split payment will be in order to provide a definition and legal certainty for the parties with the aim of providing sellers and buyers as well as the marketplace with legal protection and certainty in online buying and selling transactions.

In today's digital era, payment methods such as split payments should be allowed as long as the transaction is correct and clear according to the agreed price. And in the future, clear regulations are needed regarding the definition of the payment method through split payment in the form of regulations so that it can provide convenience and provide legal certainty for the parties to the transaction. Split payment is a payment method that uses a division of payment methods using more than one payment method. This payment method emerged due to the consideration that nowadays, buyers tend to have more than one account or digital wallet (Farhansyah, 2021). One example of its application is that if a buyer wants to pay for a product worth Rp. 100,000 using the split payment method, the buyer can split the payment using several payment methods. For example, Rp. 70,000 using bank transfer, then the remaining Rp. 30,000 using GoPay money.<sup>27</sup>

Providing various conveniences and providing protection for parties within a regulatory framework that can provide legal certainty for business actors so that the Indonesian economy is expected to be more advanced in the future and provide more legal certainty. Normatively, legal certainty can be interpreted as a legal regulation that is created and promulgated with certainty. In forming legal rules, the main principle is established to create clarity regarding legal regulations; this principle is legal certainty.<sup>28</sup> The idea of the principle of legal certainty was originally introduced by Gustav Radbruch

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<sup>27</sup> Santoso and Pratiwi (n 12).

<sup>28</sup> Mario Julyano and Aditya Yuli Sulistyawan, "Pemahaman Terhadap Asas Kepastian Hukum Melalui Konstruksi Penalaran Positivesme Hukum" (2019) 01 Jurnal Crepido 13.

in his book entitled “*einführung in die rechtswissenschaften*”. Radbruch wrote that in law there are (three basic values, namely: (1) Justice (*Gerechtigkeit*); (2) Benefits of Zweckmassigkeit); and (3) Legal Certainty (*Rechtssicherheit*).<sup>29</sup>

Indonesia has declared itself to be a legal state based on the ideology of Pancasila and the 1945 Constitution.<sup>30</sup> In all policies, we prioritize the moral values, personality and moral ethics of a nation that believes in God Almighty and has the principle of *Bhinneka Tunggal Eka* in society, nation and state.<sup>31</sup> Every product of legislation must be a reflection of Pancasila and the Constitution. In the legal system in force in Indonesia, legislation is in first place in the implementation and enforcement of the law.<sup>32</sup> A clear definition of law is a matter (state) that is certain (fixed), provisions, decrees, while the definition of law is a legal instrument of a country that is able to guarantee the rights and obligations of every citizen, so legal certainty is a provision or determination made by a legal instrument of a country which is able to provide guarantees for the rights and obligations of every citizen.<sup>33</sup>

This is because legal certainty can regulate clearly and logically so that it will not give rise to doubt if there are multiple interpretations. So that it will not clash and not cause conflict with existing norms in society. Meanwhile, according to Utrecht, legal certainty contains two meanings, namely first, the existence of regulations that have a general nature to enable an individual to know what actions they can and cannot do. Meanwhile, the second meaning is legal security for an individual from government arbitrariness because, with the existence of general regulations, individuals can know what can be charged and what the state can do to an individual. Legal certainty can also be concluded as certainty of legal rules and not certainty of actions regarding actions that are in accordance with legal rules.

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<sup>29</sup> Satjipto Rahardjo, *Ilmu Hukum* (Citra Aditya Bakti 2012).

<sup>30</sup> Yogi Prasetyo, ‘Urgensi Pembentukan Peraturan Perundang-Undangan Yang Berkeadilan’ (2023) 20 *Jurnal Legislasi Indonesia* 1.

<sup>31</sup> Widayati, ‘Implementasi Asas Hukum Dalam Pembentukan Peraturan Perundang-Undangan Yang Partisipatif Dan Berkeadilan’ (2020) 36 *Jurnal Hukum*.

<sup>32</sup> Siti Halilah and Fakhrurrahman Arif, ‘Asas Kepastian Hukum Menurut Para Ahli’ (2021) 4 *Siyasah: Jurnal Hukum tata Negara* 56.

<sup>33</sup> Bagir Manan and Kuntanan Magnar, *Beberapa Masalah Hukum Tata Negara* (PT Alumni 2017).

## **Conclusion**

In today's digital era, payment methods such as split payments should be allowed as long as the transaction is correct and clear according to the agreed price. And in the future, clear regulations are needed regarding the definition of payment method through split payment so that it can provide convenience as well as legal certainty for the parties to the transaction. Normatively, legal certainty can be interpreted as a legal regulation that is created and promulgated with certainty. This is because legal certainty can regulate clearly and logically so that it will not give rise to doubt if there are multiple interpretations.

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