

The Practice of Cooperation Agreements UMKM Enterprises on the Shopee Marketplace the Perspective of Sharia Economic Law

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Abstract

The core problem of this research is how Sharia Economic Law views the practice of cooperation agreements for Micro, Small and Medium Enterprises on the Shopee Marketplace. The aim of this research is to find out and examine the practice of cooperation agreements for Micro, Small and Medium Enterprises on the Shopee Marketplace in terms of sharia economic law. The type of research used is field research using a qualitative approach, namely describing phenomena that occur in the field according to existing reality. The research location is in Tanah Datar Regency. The primary data source that the author uses is through interviews with MSME actors in Parak Juar. The data collection technique is by conducting interviews and documentation. The data analysis technique that the researcher carried out was qualitative analysis in order to collect data sources related to the problem being studied. The cooperation agreement between MSMEs and the Shopee marketplace regulates the rights and obligations of both parties in running an online business, in the form of an obligatory agreement and subject to the Civil Code (KUHPerdata). MSMEs are obliged to provide products, maintain quality and arrange delivery of goods, while Shopee provides the platform, payment system and technical

support. The contract used in this collaboration is the *ijarah bi al-manfa'ah* agreement, where Shopee leases digital platforms and services to MSMEs. In practice, although Shopee provides various facilities that support MSMEs, such as promotions and training, there are challenges related to transaction uncertainty, such as problems with products that do not match orders or delivery. This shows that even though this collaboration is permitted under sharia law, it is important to ensure that transactions are still carried out in accordance with sharia principles, by prioritizing honesty, transparency and fulfilling the obligations of each party.

KEYWORDS: *MSMEs, Marketplace Shopee, sharia economic law*

Abstrak

Permasalahan inti dari penelitian ini adalah Bagaimana pandangan Hukum Ekonomi Syariah terhadap praktik perjanjian kerjasama Usaha Mikro, Kecil dan Menengah pada *Marketplace* Shopee. Tujuan penelitian ini adalah untuk mengetahui dan menelaah praktik perjanjian kerjasama Usaha Mikro, Kecil dan Menengah pada *Marketplace* Shopee ditinjau dari hukum ekonomi syariah. Jenis penelitian yang digunakan adalah penelitian lapangan (*Field Research*) dengan menggunakan pendekatan kualitatif yaitu menggambarkan fenomena yang terjadi dilapangan sesuai dengan kenyataan yang ada. Lokasi penelitian berada di Kab.Tanah Datar. Sumber data primer yang penulis gunakan adalah melalui wawancara dengan pelaku UMKM yang ada di Parak Juar. Teknik pengumpulan data yaitu dengan melakukan wawancara dan dokumentasi. Teknik analisis data yang peneliti lakukan yaitu analisis kualitatif guna untuk mengumpulkan sumber-sumber data yang berkaitan dengan masalah yang diteliti. Perjanjian kerjasama antara UMKM dan *marketplace* Shopee mengatur hak dan kewajiban kedua pihak dalam menjalankan bisnis online, dengan bentuk perjanjian yang bersifat obligatoir dan tunduk pada Kitab Undang-Undang Hukum Perdata (KUHPPerdata).

UMKM berkewajiban menyediakan produk, menjaga kualitas, dan mengatur pengiriman barang, sementara Shopee menyediakan *platform*, sistem pembayaran, dan dukungan teknis. Akad yang digunakan dalam kerjasama ini adalah akad *ijarah bi al-manfa'ah*, di mana Shopee menyewakan *platform* dan layanan digital kepada UMKM. Dalam praktiknya, meskipun Shopee memberikan berbagai fasilitas yang mendukung UMKM, seperti promosi dan pelatihan, terdapat tantangan yang berkaitan dengan ketidakpastian transaksi, seperti masalah produk yang tidak sesuai pesanan atau pengiriman. Hal ini menunjukkan bahwa meskipun kerjasama ini diperbolehkan dalam hukum syariah, penting untuk memastikan bahwa transaksi tetap dilaksanakan sesuai dengan prinsip syariah, dengan mengedepankan kejujuran, transparansi, dan pemenuhan kewajiban masing-masing pihak.

KATA KUNCI : UMKM, *Marketplace Shopee*, Hukum Ekonomi Syariah

Introduction

Micro, small, and medium enterprises (MSMEs) are independent productive business units operated by individuals or business entities in all economic sectors.¹ Provisions regarding MSMEs are stipulated in Law No. 20 of 2008 concerning Micro, Small, and Medium Enterprises.² Micro,

¹ Latifah. UMKM (usaha mikrokecil dan menengah)& bentuk-bentuk usaha, (Semarang:Unisula press), 2018 hl.9

² Siti. Pemanfaatan marketplace shopee untuk keberlangsungan UMKM batik di kampung tematik durenan indah semarang. *Jurnal pengabdian masyarakat*. 2022 hl.13

Small, and Medium Enterprises (MSMEs) are business activities capable of expanding employment opportunities, providing employment services, and providing broad economic services to the community.³

The Shopee marketplace is an application and network that can market products online, also known as an online store. It is currently widely used by micro, small, and medium enterprises (MSMEs).⁴ This online store makes it easier for MSMEs to market their products without having to meet buyers face-to-face.⁵ The regulations in Law No. 11 of 2008, which contain government policies, emphasize the benefits of information technology and electronic transactions.⁶

Sharia Economic Law is the law that governs human relations with other humans. It contains agreements or contracts relating to human activities, whether objects or goods, related to legal provisions regarding objects involved in

³ Latifah. UMKM (usaha mikrokecil dan menengah)& bentuk-bentuk usaha, (Semarang:Unisula press), 2018 hl. 5

⁴ Tita. Marketplace shopee sebagai media penjualan UMKM di desa cigunung sari, *Jurnal Pengabdian Mahasiswa*. 2023, hlm.1805

⁵ Tri,U.D. Pemanfaatan marketplace shopee sebagai media komunikasi pemasaran toko putri indah, *Jurnal cahya mandalika*,2023, hlm. 66

⁶ Anna, W. Marketplace shopee sebagai media promosi penjualan UMKM di kota b;itar, *Jurnal pemasaran kompetitif*, 2020. hlm.134

economic activities that comply with Sharia principles and do not contain elements prohibited by Islam.⁷

Currently, we see many business actors joining Shopee, especially MSMEs. This MSME listed products in the online store with detailed product descriptions. However, upon delivery, the items did not match the description on Shopee, leading the buyer to feel disadvantaged. According to the Shopee agreement, any violations will be subject to sanctions.

Three MSMEs have joined MSMEs in their respective regions. One of the MSMEs who has joined and registered his shop with Shopee is the owner of Jagek_Bismillah, a shop located in Parak Juar. He has been actively selling online since 2021. He stated that the presence of the Shopee Marketplace has helped facilitate and expand the sale of his products, including food and other daily necessities. By joining Shopee, there are several agreements or agreements that must be met when registering his shop. In addition, Shopee takes a percentage cut from product sales. (Interview with Ms. Hanum; May 3, 2024).

After conducting initial observations with the MSMEs themselves, they explained that registering a store and products on Shopee requires several requirements and

⁷ Desmal,F. Hukum ekonomi syariah (Padang; LPPM Universitas bung hatta), 2022 hlm.4

agreements to be agreed to during the registration process. The partnership agreement is written, but executed online without a face-to-face meeting with Shopee. The agreement is approved by checking a box to agree to the terms and conditions. However, the MSMEs admitted they had not read the agreement.

The MSMEs explained that the agreements, terms, and conditions on the Shopee platform are determined unilaterally by Shopee. Within the partnership, there are contributions related to advertising products on Shopee. Shopee sets a fee or payment charged to MSMEs who wish to advertise their products, and the deductions taken are used as a deposit. The deposit here refers to a security deposit that MSMEs must pay. This deposit serves as collateral for potential damages and also protects the seller in the event of a customer's sudden order cancellation, preventing losses. (Interview with Ms. Hanum; May 5, 2024). The practice of MSME agreements on the Shopee Marketplace is reviewed from the perspective of Islamic economic law, which is interesting to study.

Research Method

The type of research used was field research using a qualitative approach, namely describing the phenomena that occur in the field according to existing reality. The research

location was in Tanah Datar Regency. The primary data source used was interviews with MSMEs in Parak Juar. Data collection techniques included interviews and documentation. The data analysis technique used was qualitative analysis to collect data sources related to the problem being studied.

Contract Law in Islam: A Theoretical Framework

A. Agreement

Etymologically, the word “contract” comes from the word “*al-‘aqd*” which means to conclude, bind, or connect. A contract is a bond between the ends of a thing, both physical and meaningful, which can come from one side or two sides. In the context of language, the meaning of contract refers to the bond between one statement or two statements. In terms of terminology, according to the Compilation of Sharia Economic Law, a contract refers to an agreement in an agreement between two or more parties to carry out or not carry out certain legal actions. Thus, a contract is a bond between consent and qabul which reflects the agreement of both parties and gives rise to legal consequences for the object being contracted.

Subekti defines an agreement as an event in which someone makes a promise to another person, and between two people they promise each other and bind themselves,

to carry out an activity, especially an economic activity.⁸ R. Setiawan defines an agreement as contained in Article 1313 of the Civil Code. He states that it is incomplete and too broad, thus requiring revision: The formulation is an agreement is a legal act in which one or more persons bind themselves or mutually bind themselves to one or more persons.⁹

The types of cooperation agreements are:

1. Named and Unnamed Agreements

A named agreement is an agreement that has its own name, meaning that the agreement is regulated and given a name by the legislator.¹⁰

2. Material and Obligatory Agreements

One form of agreement is an obligatory and material agreement. This agreement is an agreement where only the parties agree to transfer an item or property to another party.¹¹

B. Micro, Small, and Medium Enterprises (MSMEs)

⁸ Roro, A. Keabsahan perjanjian dalam program shopee affiliate *Jurnal Dinamika*, 2022, hlm.42-49

⁹ Taufik, H. Hukum perjanjian di indonesia, *Jurnak sosial ekonomi*, 2022, hlm. 182

¹⁰ Erna, A. Hukum perikatan, (Jakarta; fakultas hukum), 2020, hlm. 51.

¹¹ Ketut, O. Hukum perdata mengenai perikatan, (Jakarta; FH-Utama), 2014, hlm. 68

According to Taryani and Royani, micro, small, and medium enterprises (MSMEs) are defined as small-scale community-based economic activities that meet the requirements of net assets (annual sales revenue) and are legally owned. According to the Big Indonesian Dictionary (KBBI), a business is an activity that uses energy, thought, and body to achieve a goal. A micro-enterprise is a productive business owned by an individual or a sole proprietorship that meets the micro-enterprise criteria stipulated in Article 1 of the Republic of Indonesia Law on MSMEs.

1) Principles of MSMEs

According to Chapter II, Article 4 of Law No. 20 of 2008 concerning MSMEs, the principles of MSME empowerment are:

- a) Fostering independence, togetherness, and entrepreneurship among MSMEs to work on their own initiative.
- b) Realizing transparent, accountable, and equitable public policies.
- c) Developing regionally potential-based and market-oriented businesses in accordance with MSME competencies.
- d) Increasing the competitiveness of MSMEs.

- e) Implementing integrated planning, implementation, and control.

C. Shopee Marketplace

Several experts define the Shopee marketplace. According to Strauss, the Shopee marketplace is the use of electronic data, including applications for planning and implementing concepts, pricing, ideas, and distribution of goods and services to create an exchange that aligns with objectives. Smith et al. define the Shopee marketplace as the application of digital technology as a means to achieve marketing objectives. Opiida defines a marketplace as an internet-based online medium used as a place for business transactions where buyers can find as many sellers as possible.

Agreement in Sharia economic law

- a) The pillars of a contract

A contract is an act that is intentionally made by two or more people based on their mutual consent. So the pillars of a contract are:

- 1) Aqid is the person who makes the contract
- 2) Ma'qud alaih are the objects that are contracted
- 3) Maudhu 'al-aqad is the main purpose or intention of entering into the contract.
- 4) Shighat al-aqad is Ijab and Qabul.

5) Contract conditions

There are two types of conditions for the occurrence of a contract, namely:

- 1) General conditions, are conditions that must be perfectly fulfilled in various contracts.
- 2) Special conditions, are conditions that must be fulfilled in some contracts. This condition can also be said to be an additional condition (idhafi) that must be present in addition to the general conditions, such as the condition of having witnesses in a marriage.

The form of contract is binding for the parties who enter into the contract, consisting of three forms as follows:

- a. A contract that is binding and cannot be canceled at all. A marriage contract cannot be canceled, except in ways permitted by syara'.
- b. A contract that is binding, but can be canceled at the will of both parties, such as a sale and purchase, a lease, a reconciliation.
- c. A contract that only binds one party, such as a rahn contract.

D. Ijarah

Ijarah is an exchange of something for a reward. or it can be interpreted as a rental carried out by two or more people who benefit from the reward carried out.¹²

1. The pillars of ijarah

According to Hanafi scholars, there is only one pillar of al-ijarah, namely ijab (the expression of renting) and qabul agreement to the rental. However, the majority of scholars say that there are four pillars of al-ijarah, namely:

- a) The person who makes the contract.
- b) Rent/reward.
- c) Benefits, and acceptance (ijab dab qabul)

The conditions for the validity of the person who makes the contract are found in Quran:

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

Artinya: *Wahai orang-orang yang beriman! Janganlah kamu saling memakan harta sesamamu dengan jalan yang batil (tidak benar), kecuali dalam perdagangan yang berlaku atas dasar suka*

¹² Alidia tama putri, syukri iska, elsy renie, Analisis hukum ekonomi syariah terhadap pembayaran uang adat/ upah kondai pada tradisi sisampeck, *Jurnal ilmiah maha siswa hukum ekonomi syariah*, 2026, hlm.16-81

sama suka di antara kamu. Dan janganlah kamu membunuh dirimu. Sungguh, Allah Maha Penyayang kepadamu. (Qs. An-Nisa: 29).

1. Ijarah Bi Al-Manfaah

Ijarah bil manfaat is an Ijarah for the benefit of an item, meaning that the object of the contract is the benefit of the item (or what can be called leasing the item). For example, renting immovable property (land, houses, kiosks, vehicles used to transport goods, clothing, or jewelry) is permissible according to Islamic jurisprudence (fiqh) or permissible. If the benefit is forbidden or prohibited according to Islam, such as blood, corpses, or the wages of mourners, then the lease is invalid.

The Practice of Cooperation Agreements UMKM Enterprises on the Shopee Marketplace

1. Forms of Agreements and Cooperation Contracts for Micro, Small, and Medium Enterprises on the Shopee Marketplace
 - a. Written Agreement

This written agreement covers various provisions, such as the responsibilities of each party in the transaction, consumer protection, and prohibitions against legal violations, including the prohibited goods policy. Violation of this policy can result in the removal

of product listings, account restrictions, or even legal action. This demonstrates the importance of a clear understanding of the agreement's contents for MSMEs to avoid future legal issues.

b. Electronic Agreement

In practice, MSMEs on Shopee only need to check the agreement box or use an electronic signature to agree to the terms and conditions provided by Shopee. Interviews with several MSMEs, such as Ms. Hanum, Ms. Ica, and Mr. Steven, revealed that they have entered into agreements electronically through the Shopee app. They stated that they do not need to meet in person with Shopee; they simply select and agree to the services available on the platform.

c. Contracts Used in the Agreement

Ijarah is a subject of Islamic jurisprudence (fiqh muamalah). Ijarah is the transfer of usufructuary rights (benefits) to a good or service for a specified period of time, in exchange for payment such as wages or rent, without the transfer of ownership of the good. Ijarah bi al-manfa'ah, in the context of muamalah, is a rental practice that provides benefits.

Based on the analysis, the collaboration between MSMEs and Shopee in this case can be more specifically

classified as *ijarah bi al-manfa'ah*, because Shopee as a platform provider provides access to MSMEs to utilize services and features in the Shopee application, such as payment systems and product promotions. In return, Shopee receives a commission or fee from each transaction made through their platform, which is deducted directly from the product sales proceeds. This concept reflects the principle of *ijarah bi al-manfa'ah*, where the benefits of using the service (Shopee platform) are valued at an agreed fee between the two parties.

2. Collaboration Practices Between MSMEs and the Shopee Marketplace

In MSME collaborations with Shopee, there are elements of *gharar* (unclear) in the delivery of orders from sellers to buyers. This can lead to fraud by the seller, including the weight of the product shipped to the buyer. There is uncertainty about the shape and weight of the goods shipped to the buyer. This leads to buyers being dissatisfied with the goods they received, as they feel they have been wronged and deceived by the seller.

a. Registration Process and Collaboration Practices

To join Shopee, MSMEs must go through a registration process, which includes verifying their personal data, store details, and the products they sell. Afterward, an agreement is entered into between the MSME and Shopee that governs their respective rights and obligations.

b. Challenges Faced

Although MSMEs generally consider cooperation agreements to be Sharia-compliant, they still face several challenges, such as complaints from buyers regarding products that do not match their orders or delivery issues.

c. Analysis of Sharia Economic Law

The collaboration between MSMEs and Shopee needs to be analyzed based on the principles of Sharia economic law. It has been explained that buying and selling is permissible as long as it avoids usury, complies with Islamic law, and does not conflict with Sharia principles. Therefore, profiting from business is permissible as long as it does not harm either party.

d. Payments and Commissions

Shopee regulates the commission deducted from product sales, which varies depending on the product category sold. However, this commission must still comply with the principle of fairness in Sharia economics, namely, not harming either party.

Conclusion

Based on the results of the author's research, the researcher obtained the following information:

1. The form of the agreement and contract of cooperation between MSMEs and the Shopee marketplace. This

agreement governs the rights and obligations of both parties in running an online business. This agreement is obligatory, legally binding, and subject to the provisions of the Civil Code (KUHPerdata). Under this agreement, MSMEs are obliged to provide products, maintain quality, and arrange delivery, while Shopee provides the platform, payment system, and technical support. There are two forms of agreement: a written agreement and an electronic agreement, each of which has the same legal force. The form of the contract used in the MSME cooperation agreement with the Shopee marketplace is the *ijarah bi al-manfa'ah* contract.

2. The practice of MSME cooperation in the Shopee marketplace. Shopee offers various facilities to support MSMEs, such as promotions, training, and efficient delivery services, which enable MSMEs to increase their visibility and sales. However, there are challenges in practice in the field, such as complaints regarding products that do not match orders or delivery problems, which indicate the presence of an element of uncertainty or *gharar*.

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