

## DEBTOR LIABILITY FOR DEFAULT IN DIGITAL PAYMENT SYSTEMS: A CASE STUDY OF LATE SPAYLATER PAYMENTS

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**Abstract.** Modernization has brought about digital developments that benefit various aspects of life, such as easy access to information, business, trade, and professional connections. Despite these benefits, technological developments also have the potential to give rise to electronic-based legal violations, one of which is default in SpayLater. This article aims to examine the forms of default that occur in SpayLater payments and the mechanisms for resolving such defaults. This article applies a legal-normative method with a legislative approach to analyze regulatory provisions and a conceptual approach to examine analytical perspectives on default. The results of the study show that default in SpayLater arises due to debtor negligence, failure to pay installments, late payments, and failure to comply with the terms of the agreement. In practice, the resolution carried out by Shopee often applies a non-litigation mechanism through internal actions such as sending warning messages to users, restricting access to SpayLater, reducing SpayLater limits, freezing accounts, direct billing to users, and recording delays in the OJK's Financial Information Service System (SLIK).

Received January 28, 2026; Revised February 17, 2026; March 13, 2026

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**Keywords:** *Fintech, Default, SpayLater.*

**Abstrak.** Modernisasi saat ini telah membawa perkembangan digital dalam memberikan manfaat terhadap aspek kehidupan, seperti mudahnya akses informasi, bisnis, perdagangan, dan ikatan profesi. Kendati membawa manfaat, perkembangan teknologi juga berpotensi memunculkan pelanggaran hukum berbasis elektronik, salah satunya seperti wanprestasi dalam SpayLater. Artikel ini bertujuan untuk mengkaji bentuk wanprestasi yang terjadi dalam pembayaran SpayLater dan mekanisme penyelesaian wanprestasi tersebut. Artikel ini menerapkan metode yuridis-normatif dengan pendekatan perundang-undangan guna menganalisis ketentuan regulasi dan pendekatan konseptual guna menelaah sudut pandang analisa mengenai wanprestasi. Hasil kajian menunjukkan bahwa wanprestasi dalam SpayLater muncul akibat kelalaian debitur, tidak membayar cicilan, terlambat membayar, dan tidak memenuhi ketentuan perjanjian. Dalam praktiknya, penyelesaian yang dilakukan oleh pihak Shopee seringkali menerapkan mekanisme non-litigasi melalui tindakan internal seperti pengiriman pesan peringatan kepada pengguna, pembatasan akses penggunaan SpayLater, pengurangan limit SpayLater, pembekuan akun, penagihan langsung kepada pengguna, dan pencatatan keterlambatan dalam Sistem Layanan Informasi Keuangan (SLIK) OJK.

**Kata Kunci:** *Fintech, Wanprestasi, SpayLater.*

## INTRODUCTION

Modernization has brought about digital developments that benefit various aspects of life, such as easy access to information, business, trade, and professional connections (Chatlina et al., 2024). Developments in digital technology have made human activities increasingly varied from year to year. Technological developments have given rise to online-based financial systems known as financial technology or fintech. Fintech is the integration of the financial sector with technology that brings changes to business mechanisms, which were initially conventional-based to become more modern and innovative. Whereas transactions were initially conducted face-to-face, in this era of modernization, transactions can be completed anywhere in a matter of seconds (Suharyati & Ediwarman, 2020). Despite bringing many conveniences, the development of digital

technology has the potential to cause adverse effects, such as the emergence of electronic-based law violations (Sembiring et al., 2024).

One form of legal violation in the development of electronic media is default on installment payments on ShopeePayLater. The emergence of the Shopee platform has not only made online transactions easier, but also simplified services through the SpayLater feature. This feature allows users to make credit payments through installment methods that come with additional fees and interest. The installment options available include 1 month, 3 months, 6 months, 12 months, 18 months, and 24 months. The interest rate set by SpayLater is 2.96% per month with an additional 1% administration fee for each transaction. However, if users are late in paying their installments, Shopee will impose a penalty of 5% of the total payment amount (ShopeePay, 2024).

SpayLater is a payment method that makes it easy for users to obtain products in advance, with the obligation to pay installments according to the time period chosen by the user. In Indonesia, SpayLater services are available through various financial institutions, such as banks, financing companies, and peer-to-peer lending-based fintech providers. However, SpayLater is not a fund provider, but rather a digital transaction feature that cannot be cashed out. From a regulatory perspective, the SpayLater payment mechanism is governed by Bank Indonesia Regulation No. 23/6/PBI/2021 concerning Payment Service Providers. This is further reinforced by Financial Services Authority Regulation No. 10/PJOK.05/2020 concerning Information Technology-Based Joint Funding Services (Arizky, 2023).

SpayLater is a form of agreement which, in its application, refers to the provisions regarding obligations as stipulated in Article 1338 paragraph (1) of the Civil Code, which states that “all agreements made in accordance with applicable laws are binding on the parties who make them.” The provisions in this article emphasize that every agreement made legally by the parties has binding legal force, must be complied with, and has the same status as the law. However, in reality, agreements made by SpayLater service users do not only involve Shopee, but also third parties outside the bank who are involved in the SpayLater payment mechanism. Ultimately, this payment method is actually a form of peer-to-peer lending agreement—that is, a lending and borrowing relationship that involves other parties as fund providers (Faizun & Rumawi, 2025).

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The presence of fintech has gained legal ground through several applicable regulations. One of them is Financial Services Authority Regulation No. 77/PJOK.01/2016 concerning Information Technology-Based Money Lending Services (Permata & Haryanto, 2022). Furthermore, Bank Indonesia has also regulated fintech through Bank Indonesia Regulation No. 19/12/PBI/2017 concerning the Implementation of Financial Technology (Manggala et al., 2024). Thus, these two regulations can be used as a reference in regulating the implementation mechanism of peer-to-peer lending services correctly and in accordance with the provisions (Tiarawati & Farida, 2023).

Then, regarding security and personal data, these are important factors in the use of SpayLater services on e-commerce platforms. User data protection is regulated by law, such as Law No. 11 of 2008 concerning Electronic Information and Transactions, which was later updated by Law No. 19 of 2016, specifically Article 26 paragraph (1). Furthermore, Financial Services Authority Regulation No. 6/PJOK.07/2022 regulates consumer and public protection in the financial services sector. This regulation aims to protect the rights of consumers and the public in the financial sector (Dzahabi et al., 2025).

Electronic agreements often come with additional costs and a lack of transparency from creditors. This causes debtors to not fully understand the legal consequences of the agreements they enter into. In addition, the process of assessing the debtor's financial capacity is often not carried out optimally, which ultimately results in the debtor being unable to pay their installments. This situation indicates that debtors do not yet have a complete understanding of the legal requirements and risks inherent in online agreements (Devi & Suhardiman, 2025). Furthermore, delays in SpayLater payments also cause debtors to default.

Based on the explanations outlined in this study, the author focuses on two main points to be discussed, namely (1) the form of default that occurs in SpayLater payments and (2) the settlement of default by debtors in SpayLater payments.

## **RESEARCH METHOD**

This paper applies a legal-normative method, which is research that examines norms and scientific literature (Muhaimin, 2020). According to Peter Mahmud Marzuki, normative research is a process of discovering rules, principles, and doctrines to answer

legal problems encountered (Marzuki, 2005). The approach used in this article is a statute approach to analyze regulations in Indonesia, and a conceptual approach to provide an analytical perspective on the problem of default. Since this article's method is normative, the data collection technique is through literature study by analyzing primary and secondary sources. Primary sources in this paper include provisions contained in the Civil Code, while secondary sources include journal articles, books, and internet websites related to default.

## **RESULT AND DISCUSSION**

### **Default in SpayLater Payments**

Default, commonly referred to as breach of contract, is an act in which the debtor fails to fulfill their obligations, as long as such failure is not caused by compelling factors. Thus, the debtor can be considered to have committed a breach of contract. Default originates from a Dutch term meaning poor performance, poor management, and bad deeds (Subekti, 2005). By definition, default is the failure to perform due to a mistake made by the debtor, either intentionally or through negligence (Paendong & Taunamang, 2022). Article 1238 of the Civil Code states that “*a debtor is considered to be in default if he or she is declared in default through a warning letter or similar document, or if the content of the agreement stipulates that the debtor is automatically considered in default after the specified time limit has passed.*”

According to Subekti (2005), default can be defined as negligence or omission on the part of a debtor, which can take four forms, namely:

1. The debtor entered into an agreement but did not fulfill what was promised.
2. Fulfilling the agreed agreement, but not in accordance with the terms of the agreement.
3. Carrying out obligations in accordance with the agreement, but not in a timely manner.
4. Committing acts that are prohibited by the terms of the agreement.

Negligence or omission on the part of the debtor as the party obligated to fulfill the performance may result in legal consequences. For this negligence, the law imposes sanctions or consequences that are detrimental to the negligent debtor. According to

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Subekti (2005), there are four types of consequences that can be imposed on debtors who do not fulfill their obligations as they should, namely:

1. The debtor is required to compensate the creditor for any losses incurred, which is commonly referred to as compensation or damages.
2. The parties to the agreement may terminate the agreement.
3. Transfer of risk as a result of such negligence.
4. If the dispute or case is brought before the court, the debtor shall be required to pay the court costs.

Default occurring as a result of SpayLater users making payments is generally caused by debtors failing to pay installments on the due date. According to Indonesian civil law doctrine, forms of default as stipulated in Article 1243 of the Civil Code can be divided into several types, namely:

1. Failure to fulfill what was agreed upon in the agreement.

The parties to the agreement must fulfill their promises. However, in practice, there is a possibility that the debtor will deliberately ignore their obligations or fail to fulfill them. For example, when using Spaylater, the debtor has agreed to a payment due date, but when the payment date arrives, the debtor does not make the payment to the service provider, resulting in default.

2. Violation of the provisions set forth in the agreement.

Violations of the provisions set forth in the SpayLater service agreement occur when users fail to pay installments on the due date as agreed in the service agreement. Provisions regarding the amount of bills, payment times, and the obligation to pay on time are core components of the obligations that must be fulfilled by users. When users miss the due date without making a payment, this constitutes a breach of contract because it directly violates the clauses agreed upon by both parties. Legally, this negligence fulfills the elements of “violation of the provisions set forth in the agreement” as defined by the concept of breach of contract in the Civil Code, and results in consequences such as late fees, suspension of access to features, and further collection processes by the service provider.

### 3. Obligations fulfilled but with delays.

Another situation that constitutes default is when the agreement is executed but not in accordance with the time stipulated in the agreement. For example, SpayLater users are required to pay installments on January 10, but the debtor makes the payment on January 15. Delays in this agreement can cause losses to creditors or service providers and increase the applicable late payment interest.

### 4. Fulfillment of the agreement is not in accordance with the agreement made by the parties.

In the context of SpayLater services, a breach of contract occurs when the debtor fails to fulfill their payment obligations on the due date as stipulated in the service agreement, which states that payments must be made in full and on time without any postponement mechanism. This non-compliance often occurs when users unilaterally assume that late payments can be tolerated or negotiated, even though the terms of service do not allow for any postponement of obligations. When payment is made after the due date, the system automatically assigns an overdue status and imposes a penalty, thereby fulfilling the elements of default because the debtor has not fulfilled their obligations in accordance with the agreed time and manner.

Thus, default on Spaylater installment payments often occurs due to users or debtors. This happens because users often delay installment payments or deliberately commit negligence (Natalia et al., 2022). Such default can have detrimental consequences for Spaylater users. In fact, the introduction of this service was intended to make it easier for debtors to purchase products, but it has instead created difficulties for debtors themselves due to their negligence.

### **Resolution of Default in SpayLater Payments**

Through legal provisions related to the use of Spaylater on the Shopee e-commerce platform, which are based on the provisions of the Civil Code Articles 1313 and 1239, which state that if the debtor is unable to fulfill their obligations, the debtor is obliged to provide compensation in the form of fines or additional interest. Meanwhile, creditors as parties whose performance has not been fulfilled, as stipulated in Article 1240 of the Civil Code, have the right to cancel the agreement without reducing their right to claim compensation or damages if there are valid reasons (Yulianah et al., 2022). In

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Article 1243 of the Civil Code, compensation or damages may be imposed if a performance in the agreement is not fulfilled. However, the obligation to pay compensation arises after the debtor is deemed negligent in performing their obligations, even if they have previously been warned for their negligence.

Default in SpayLater services by users or debtors refers to problems arising from the failure to fulfill obligations under the agreement. If problems arise in the use of SpayLater services, resolution can be sought through litigation or non-litigation mechanisms. However, in practice, Shopee generally does not pursue litigation or non-litigation channels to resolve defaults by debtors or users of the SpayLater service. The most common form of default experienced by SpayLater users is late or missed payments of SpayLater installments that are past due. As a result of the failure to fulfill these obligations, Shopee implements a number of internal resolution mechanisms aimed at SpayLater users who are negligent or late. These resolution mechanisms are as follows (Bank Sinarmas, 2025):

1. The service system will send a late payment notification to the SpayLater user account.
2. The service provider will contact SpayLater users via their registered phone number or WhatsApp application.
3. Debtors or users will be restricted from using the SpayLater payment method until all installments have been paid off.
4. The SpayLater limit on the user's account will be reduced.
5. The user's SpayLater account will be frozen.
6. A record of late installment payments will be documented in SLIK OJK.
7. The payment system provider has the right to collect payments directly from the user or debtor.

In addition to Shopee's internal settlement mechanism, users or debtors who default on their payments may be subject to administrative penalties of 5% of the total payment. Delays in installment payments will be documented in the Financial Information Service System (SLIK) managed by the OJK, which could potentially cause problems for users who wish to reapply for the SpayLater feature. Shopee has opted for internal resolution due to the high number of defaults by SpayLater users. If the resolution

is taken to court, it will lead to a surge in cases and have an impact on the time and costs that Shopee must bear in resolving these defaults (Kurnia et al., 2023).

## CONCLUSION

Default in the use of Spaylater often occurs because the debtor is negligent or fails to fulfill their obligations in accordance with the agreement, whether in the form of non-payment, partial payment, late payment, or failure to fulfill the agreement in accordance with the provisions. Under the provisions of the Civil Code, default can result in legal consequences for the debtor, such as the obligation to pay damages or compensation, payment of interest due to late repayment, cancellation of the agreement, transfer of risk, and liability for legal costs if the dispute is resolved through the courts.

In practice, Shopee often applies non-litigation mechanisms through internal actions such as sending warning messages to users, restricting access to SpayLater, reducing SpayLater limits, freezing accounts, direct billing to users, and recording delays in the OJK's Financial Information Service System (SLIK). Through this approach, Shopee considers that non-litigation channels are more effective than litigation channels because they save time and costs, and given the high number of user defaults.

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