

LEGAL ANALYSIS OF BUYING AND SELLING DROPSHIP SYSTEM GRAIN IN MADIUN REGENCY (Verdict Study PN: No. 128/Pid.B/2022/PN Mjy)

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Abstract

In the dropship system, sales have many advantages and disadvantages in buying and selling transactions. In buying and selling, the drop ship system also causes legal problems, namely dishonest sellers, sellers who do not send goods, drop shippers who do not pay off debts to suppliers for various reasons, inaccuracy in delivery times that are as agreed, and so on. Therefore, the author tries to understand and conduct a legal analysis of grain sales with a drop-ship system in Madiun. In this case, the dropship perpetrator did not pay off the grain purchase payment to the supplier, and the perpetrator ran away. Meanwhile, the buyers have paid off the fee for grain purchases to dropship actors. This study aims to determine the dropship system for grain sales in Madiun as well as preventive actions from the Madiun Police against the sale and purchase of grain dropship system in Madiun and analyse cases of fraud and embezzlement of the grain dropship system with PN Decision Study: No 128/Pid.B/2022/PN Mjy. This research is included in normative legal research type research, with research legal sources obtained from the 1945 Constitution, Criminal Code, legal research reports and so on. Based on the results of the study, it can be concluded that the existing grain dropship buying and selling system in the city of Madiun still needs to be improved in this system. Moreover, there needs to be further law enforcement related to selling dropship system grain.

Keywords: Buy and Sell, drop ship, Grain.

Abstrak

Dalam sistem dropship pada transaksi jual beli, banyak menimbulkan keuntungan maupun kekurangan dalam penjualannya. Dalam jual beli sistem dropship juga menimbulkan permasalahan hukum, yaitu penjual yang tidak jujur, penjual yang tidak mengirim barang, dropshiper yang tidak melunasi hutang ke supplier dengan berbagai alasan, ketidaktepatan waktu pengiriman yang sudah sesuai kesepakatan, dan lain sebagainya. Karena itu, penulis mencoba untuk memahami dan melakukan Analisa hukum pada kasus penjualan gabah dengan sistem dropship yang terjadi di kota Madiun. Karena pada kasus ini, pelaku dropship tidak melunasi pembayaran pembelian gabah kepada supplier dan pelaku dropship tersebut kabur. Sedangkan para pembeli sudah melunasi pembayaran pembelian gabah kepada pelaku dropship. Penelitian ini bertujuan untuk mengetahui sistem dropship penjualan gabah di Madiun serta Tindakan preventif dari Polres Madiun terhadap jual beli gabah sistem dropship di Madiun dan Analisa kasus dari penipuan dan penggelapan sistem dropship gabah dengan Studi Putusan PN: No 128/Pid.B/2022/PN Mjy. Penelitian ini termasuk dalam penelitian jenis penelitian hukum normatif, dengan sumber hukum penelitian diperoleh dari UUD 1945, KUHP, laporan penelitian hukum dan sebagainya. Berdasarkan hasil penelitian dapat disimpulkan

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bahwa sistem jual beli dropship gabah yang ada di kota Madiun masih perlu ditingkatkan kejurannya dalam sistem ini. Dan perlu adanya penegakan hukum lebih lanjut terkait penjualan gabah sistem dropship.

Kata Kunci : Jual Beli, dropship, Gabah.

INTRODUCTION

Times are always evolving; today, when viewed in terms of technology, so many are developing more advanced technologies. For example, smartphones are mobile phones that have internet features. These internet features are useful to help humans work, or they could also facilitate humans in life. (K & Hanifuddin, 2022) One of the jobs that use the internet is in terms of buying and selling. With a smartphone, someone can sell goods and buy goods easily; just at home, the goods will arrive without the need to leave the house. In buying and selling practices like this, many have used it. (Arifin, 2020)

Madiun is one of the cities that produce grain in East Java province. However, due to the increasingly advanced era, many grain distributors who need to learn or understand about smartphones or the internet will find it difficult to sell their grain. Therefore, some parties use the dropshipping system to sell grain and make a profit without owning the grain. (Tarmizi, n.d.) Alternatively, it could also be with the dropshipping system. Someone who runs this business or is called a drop shipper can sell goods without the need for much capital because the drop shipper does not need to have goods first, nor does he need to take care of shipping goods to consumers because the new drop shipper will order the goods to suppliers or distributors when getting an order. (Usman, 2021)

In Madiun, there are many grain distributors, such as CV. Superior Seeds, Buying and Selling Agus Menik Grain, VAVA Rice, Sumarsidi Buying and Selling Soybeans and Rice are some of the distributors where grain is sold that accept drop shippers to help sell their grain to consumers. Latiful Acyar is one of the suppliers that sells grain in Madiun. He is used to dealing with grain to drop shippers at low prices so that the grain sells quickly and has many buyers. (Gaffar et al., 2023) Bhahtiar is one of Latiful's droppers to sell his grain. Bhahtiar often gets large orders from grain consumers, buying and selling grain like this he continues from his parents. (Ikha Pramayanti & Januri, 2023)

A grain buyer named Ichsanuddin often bought grain from Bhahtiar's parents, and now he buys grain from Bhahtiar. (Adinugraha et al., 2021) Ichsan bought approximately 29,531 tons of grain valued at idr. 136,379,000, and had made an initial payment of idr. 100,000,000, - and the next day immediately repaid idr. 36,379,000,-. Another consumer named Agus Subagyo usually buys grain for Bhahtiar's parents and now buys grain for Bhahtiar. Agus bought approximately 20 tons of grain with a value of idr. 110,000,000 and paid in advance as much as idr. 80,000,000 - after that, the grain arrived at the warehouse and immediately repaid as much as idr. 30,000,000,-

The sales system used by Bhahtiar is Dropship because every new Bhahtiar gets an order; after that, Bhahtiar immediately buys grain from Latiful, and Bhahtiar only pays the down payment without repayment. When there was an order from Ichsan, Bhahtiar only paid idr 28,136,000 to Latiful, which is still less than idr. 106,230,000,-. Bhahtiar continued to buy grain for Beautiful and always only promised a repayment period. On Monday, April 18, 2022, at

approximately 9:30 a.m., Latiful contacted Buhtiar to offer more grain and collect the payment of yesterday's shortfall. However, the bahar number is not active at the time of lawful calling. Because of the incident, Latiful felt aggrieved and reported it to the Madiun Regional Police. Based on the background description above, the author is interested in writing a thesis proposal with the title: "LEGAL ANALYSIS OF BUYING AND SELLING DROPSHIP SYSTEM GRAIN in MADIUN REGENCY (Study of PN Decision: No 128/Pid.B/2022/PN Mjy)".

METHOD

The type of research used in this writing is normative legal research and a statutory approach. The sources of data used are primary data, including the 1945 Constitution and the Criminal Code and secondary data in the form of textbooks, legal research reports, legal journals, minutes of legal seminars, memoirs containing legal opinions, announcements or other publications, which include the results of parliamentary debates and hearings, statements and other content. In writing this research, case analysis is carried out by interpreting and describing the case by legal doctrines and norms that relate to the subject matter.(K & Fuadi, 2023)

RESULTS AND DISCUSSION

Case Sitting/Case Position

Starting on April 13, 2022, the perpetrator Sdr. Sdr gave BHAHTIAR DEBIE WINANDA an advance payment. ICHSANUDDIN, H. With a transfer of Rp. 100,000,000- to find grain, then Sdr. BHAHTIAR DEBIE WINANDA bought grain for the victim, Sdr. LATIFUL ACYAR for Rp. 134,366,000,- and paid a down payment of Rp. 28,136,000,-. Then, a truck driven by Sdr transported the grain. SANDRA FERDIANTO Alias BAGONG will be sent to the place of Sdr. ICHSANUDDIN, H., then on August 15, 2022 Sdr. ICHSANUDDIN, H. paid repayment to Sdr. BHAHTIAR DEBIE WINANDA in the amount of Rp. 36,379,000,- by transferring. Then, on April 15, 2022, Sdr. BHAHTIAR DEBIE WINANDA paid Rp. Forty million to the victim for the payment of previously purchased grain, and still had a shortfall of Rp. 66,230,000,-. Then, on the same day, Sdr. Sdr gave BHAHTIAR DEBIE WINANDA a down payment. AGUS SUBAGIYO of Rp. 70.000.000,- to buy grain.(Lestari & Wahab, 2016)

After that, Sdr. BHAHTIAR DEBIE WINANDA bought grain from Sdr. LATIFUL ACYAR with a value of Rp. 91,786,000- by not giving a down payment and promising to pay on Monday, April 18, 2022, the grain was loaded with a truck driven by Sdr. NARENDRA ERVAN NASRULOH was sent to the place of Sdr. AGUS SUBAGIYO. Then the next day, on April 16, 2022, Sdr. BHAHTIAR DEBIE WINANDA was given a down payment from Sdr. for grain purchase. AGUS SUBAGIYO in the amount of Rp. 70,000,000,-, then Sdr. BHAHTIAR DEBIE WINANDA went to the victim's house, Sdr. LATIFUL ACYAR will buy grain with a value of Rp. 46,278,000,- and promised the victim Sdr. LATIFUL ACYAR would be paid on Monday, April 18, 2022; then the grain was sent to the place of Sdr. AGUS SUBAGIYO.(Nashrallah & Idris, 2021)

Then, on Monday, April 18, 2022, the victim tried to contact Sdr. BHAHTIAR DEBIE WINANDA, but the victim's number was blocked; then the victim tried to find her parents and in-laws' house, but Sdr. BHAHTIAR DEBIE WINANDA, according to her in-laws, was in Kalimantan; for this incident, the victim felt aggrieved, so the victim reported to the Madiun Police Station for further legal proceedings.

Indictment

In the case of the defendant BHAHTIAR DEBIE WINANDA BIN SUWATNO, as charged by the Public Prosecutor at the time of the indictment No.REG CASE: 128/Pid.B/2022/PN Mjy. The Public Prosecutor arrested the accused with Article 372 of the Criminal Code on Embezzlement and Fraud. Moreover, Meman, it is true that the accused, BHAHTIAR DEBIE WINANDA BIN SUWATNO, committed fraud and embezzlement to the victim of LATIFUL ACYAR.

Demands

That the defendant BHAHTIAR DEBIE WINANDA BIN SUWATNO received criminal charges filed by the Public Prosecutor as follows: 1. Declaring the defendant BHAHTIAR DEBIE WINANDA BIN SUWATNO has been legally and convincingly proven guilty of embezzlement as stipulated and threatened with crime under Article 372 of the Criminal Code as stated in the Indictment. 2. Impose a penalty against the defendant in the form of imprisonment for 2 (two) years with a reduction while the defendant is in custody, with an order that the defendant remain in custody.(Khulwah, 2019)

Verdict

In this case, the Judge tried the defendant BHAHTIAR DEBIE WINANDA BIN SUWATNO with the following verdicts: 1. Declaring the above defendant BHAHTIAR DEBIE WINANDA BIN SUWATNO legally and conclusively guilty of embezzlement as the second alternative charge of the Public Prosecutor; 2. Sentence the Defendant to imprisonment for 2 (2) years. 3. Stipulate that the period of arrest and detention the defendant has served shall be deducted entirely from the sentence imposed 4. Stipulates the defendant remains in custody. 5. Establish evidence in the form of • 6 (six) pieces of grain sales notes and return them to Witness Latiful Acyar; - 1 (one) bank statement of Bank BRI. Latiful Acyar Rec No. 634801013895539; - 2 (two) BCA bank current account sheets in the name of ICHSANUDDIN No. Rec 8935068360; - 1 (one) BRI bank existing account in the name of AGUS SUBAGIYO Rek. No. 205001000202568; - 1 (one) bendel print out of Sdr. LATIFUL ACYAR's WhatsApp conversation with Sdr. BHAHTIAR DEBIE WINANDA Destroyed; Charge the Defendant to pay the case cost of Rp. 5,000,- (five thousand rupiah).

Verdict Analysis

Taking into account the decision of the judge of the Madiun District Court No. 128/Pid.B/2022/PN Mjy, as mentioned above, the crime of embezzlement and fraud against the defendant BHAHTIAR DEBIE WINANDA BIN SUWATNO was decided by the Madiun District Court by being sentenced to imprisonment for 2 (two) years. Thus, after paying attention to the decision of the Madiun District Court Judge, according to the author, the law enforcement element for the verdict or sentence is by the provisions under Article 372 of the Criminal Code concerning Embezzlement and Fraud because the defendant did not apply the ethics of buying and selling. Namely, the defendant took excessive profits, interacted dishonestly, and did not record the debt to be given to the victim. (Arifin, 2020) The defendant also did not apply the principle of buying and selling when trading, the principle of buying and selling such as the principle of willingness, the principle of beneficial, the principle of please help, and the principle of prohibition Likewise, it has also been seen the indictment by the Public Prosecutor and the decision of the Madiun District Court Judge that the criminal imprisonment of the defendant BHAHTIAR DEBIE WINANDA BIN SUWATNO according to the author has met the indicators of proper legal compliance.(Nashrallah & Idris, 2021)

CONCLUSION

The analysis of this case is By taking into account the decision of the judge of the Madiun District Court No. 128/Pid.B/2022/PN Mjy, as mentioned above, the criminal act of embezzlement and fraud against the defendant BHAHTIAR DEBIE WINANDA BIN SUWATNO was declared legally and conclusively guilty of committing the criminal act of fraud and embezzlement by violating Article 372 of the Criminal Code concerning Embezzlement and Fraud as charged by the Public Prosecutor that the Madiun District Court has terminated the defendant on behalf of BHAHTIAR DEBIE WINANDA BIN SUWATNO by being sentenced to imprisonment for 2 (two) years.

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