

## JURIDICAL ANALYSIS OF SALE AND PURCHASE AGREEMENTS VIA THE INTERNET ACCORDING TO LAW NUMBER 19 OF 2016

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### **Abstract**

*E-commerce is the outcome of applying information technology, enabling transactions between producers and consumers through the internet. This paper addresses two main issues: the validity of online buying and selling, and the responsibilities of the parties involved as stipulated in Law no. 19 of 2016, which amends Law Number 11 of 2008 on Information and Electronic Transactions. The research methodology employed is normative legal research. The findings indicate that the requirements for e-commerce transactions are not fully met, particularly in terms of verifying the parties' skills and authorization to engage in legal actions. However, as long as the transaction does not harm either party, it is considered valid. Legal protection for parties involved in online sales and purchase agreements includes the agreement itself, which is established through mutually agreed-upon rules, as well as the privacy protection outlined in Article 25 of the ITE Law, which safeguards the personal data of both merchants and customers.*

## I. Introduction

Electronic commerce, also known as e-commerce, has revolutionized the business landscape by bridging the gap between producers and consumers (Udupa et al., 2014). This innovative application facilitates seamless interaction between individuals or organizations, regardless of their geographical locations. In fact, e-commerce transcends boundaries, enabling transactions to occur between parties situated in different countries or even continents (Warf & Warf, 2013). This remarkable feat is made possible by the vast internet network, which connects thousands of computers worldwide, facilitating the exchange of data and information through electronic transactions.

Nowadays, the process of buying, selling, and trading is rapidly advancing. This progress is not only evident in the items being traded, but also in the trading procedures themselves. Initially, trade was conducted through bartering, where two parties would meet face-to-face and negotiate an exchange without any formal agreement. However, with the introduction of currency, bartering gradually transformed into a structured buying and selling activity, leading to the evolution of trading procedures (Bazzani, 2020).

Over time, trading procedures further developed with the implementation of formal agreements between parties involved in internal trade. These agreements serve to regulate the rights and obligations of both parties. The advent of information technology has indirectly contributed to the growth of online businesses in Indonesia (Danuri, 2019). This technology enables individuals to learn and work in the realm of online business, facilitating communication, sharing perspectives, and disseminating information about products and services. Consequently, customers find it easier to make buying and selling transactions.

Entrepreneurs with a solid understanding of business can identify lucrative opportunities in the online business sector. Online business offers numerous advantages, such as the absence of physical storefronts or rental spaces (Rigby, 2011). With just a computer and an internet connection, entrepreneurs can conduct business online without the need for physical infrastructure. Additionally, online business eliminates the need to hire employees, resulting in cost savings. These advantages, among others, highlight the crucial role played by Information Technology (IT) in the development of online business in Indonesia (Danuri, 2019). Furthermore, the growth of online business has the potential to contribute to the country's economic improvement.

Globalization has been effectively implemented in the realm of cyberspace,

connecting individuals within the digital community who frequently engage in online activities. Transactions conducted in the business world, without the need for physical meetings between parties, fall under the category of electronic transactions (Widarto, 2021). Electronic commerce, commonly referred to as e-commerce, can be defined as the conduct of commercial activities electronically through the utilization of the internet as a medium. Unlike traditional agreements, an e-commerce agreement is not executed through direct electronic communication between the parties involved. Instead, the agreement is established by accessing a designated web page that contains the terms and conditions outlined by the seller. The buyer, on the other hand, simply needs to press a provided button to signify their acceptance, similar to a conventional agreement, but utilizing an electronic or digital signature. Consequently, physical meetings between parties are unnecessary for the formation of an agreement.

E-commerce, also known as electronic transactions, refers to the process of conducting engagements, agreements, or legal relationships electronically. This is achieved by utilizing computer-based electronic systems and communication systems, which are further enhanced by the presence of a global computer network or the internet. In the realm of civil affairs, particularly in terms of engagements, the concept of a transaction encompasses all forms and methods of conducting legal relations electronically (Satriawan, 2019).

The Civil Code, which is associated with the principle of freedom of contract, enables global communication and provides widespread access to information. This is interesting to examine, the provisions in the Civil Code related to obligations or agreements that utilize the internet or e-commerce (Satriawan, 2019).

This e-commerce transaction encompasses numerous legal aspects that necessitate careful consideration. These include the validity of electronically made sale and purchase agreements, legal protection for consumers who suffer harm, different types of defaults in e-commerce transactions, and mechanisms for resolving disputes between business actors and consumers.

Legal issues that may arise in e-commerce transactions encompass several concerns. Firstly, buyers may face difficulties in directly assessing the quality, appearance, or physical attributes of the products they wish to purchase. Additionally, there may be inadequate information provided about the products being offered, leaving buyers uncertain about making informed decisions. Furthermore, the legal status of the business entities involved in the transaction may be unclear. Another concern is the lack of assurance regarding transaction security and privacy, particularly in relation to electronic payment systems. Moreover, there may be insufficient explanation of the risks associated with the

chosen system. Lastly, there is an inherent imbalance in the risk allocation, as buyers typically make advance payments while there is no guarantee of timely receipt or delivery of the goods.

Buying and selling is basically an agreement to reach a certain price (agreement), where the legal conditions of an agreement have been regulated in the Civil Code (hereinafter referred to as KUHPer) in book III article 1320 BW (KUHPer) namely:

1. Agreement of the parties;
2. Ability to make an agreement;
3. A certain thing; and
4. A legitimate reason.

Based on the aforementioned legal provisions, it can be inferred that the fulfillment of all the elements or conditions stated in article 1320 BW validates an agreement or sale. However, with the advent of e-commerce, there are additional provisions that have not been addressed in the Criminal Code. One such provision pertains to agreements, which traditionally required the physical presence of two parties in a specific location. However, due to the advancements in technology, agreements can now be made through virtual mediums, specifically the internet or online platforms. This development has been specifically addressed and regulated in Law Number 19 of 2016 on Information and Electronic Transactions. To summarize, this study thoroughly investigates the fundamental elements of e-commerce, with a particular focus on the authenticity of transactions and the corresponding obligations as stipulated in Law no. 19 of 2016, which amends Law Number 11 of 2008 concerning Information and Electronic Transactions.

## **2. Research Method**

The research methodology employed in this study involves the utilization of a legal approach, commonly known as the statutory approach. This entails an extensive examination of laws, regulations, and other relevant legal provisions pertaining to the central issue under discussion. Additionally, a doctrinal/conceptual approach is adopted, which entails a comprehensive analysis and comprehension of the viewpoints expressed by legal experts in scholarly works, including literature books, legal journals, papers presented at legal seminars, and online resources.

The author of this research relies on a variety of sources to ensure that the legal research is based on juridical-normative principles. The primary legal materials used in this research include the provisions of legislation such as the 1945 Constitution, which serves as the constitution of the Republic of Indonesia. Additionally, the author refers to The Civil Code and Law Number 19 of 2016, which are relevant to the topic of this writing. These primary legal materials form the basis for selecting the title and legal issue of the research.

In addition to primary legal materials, the author also utilizes secondary legal materials. These include literature books from various publishers and authors that have been carefully selected. These secondary legal materials provide the author with ideas and legal analysis, and are consulted to ensure the research is well-informed and accurate. The author also seeks guidance from the supervising lecturer, who provides valuable advice. To further enhance the research, the author refers to online legal journals, legal dictionaries, and other scientific works in the field of legal science. The author also takes advantage of technological advancements by conducting internet searches.

The initial step involves gathering data or creating a comprehensive inventory of legal materials pertaining to the utilization of literature studies. Subsequently, the legal material is organized through sorting and systematic arrangement, ensuring ease of comprehension and readability.

To analyze the legal materials, the process commences by identifying general thoughts or provisions, which are then applied to the specific main problem under discussion (deduction). Throughout this legal research, the author is guided by a supervising lecturer. In order to arrive at a solution for the problem, a systematic interpretation approach is employed. This entails interpreting the relationship between different legislations, as well as the correlation between various articles within the legislation that are relevant to the topic of discussion.

### **3. Results and Discussion**

#### **The Legality of Selling Buying Through the Internet**

The principles found in an agreement are generally found in a sale and purchase agreement. In contract law there are several principles, but in general there are five principles of contract, namely:

##### **1. Fundamentals of Freedom of Contract**

The basis of Freedom of Contract can be seen in Article 1338 paragraph 1 of the Civil Code which reads "All agreements made legally apply as law for those who make them". The principle of freedom of contract is a principle that gives freedom to the parties to:

- a. Making or not making an agreement;
- b. Enter into an agreement with anyone;
- c. Determining the content of the agreement, its implementation, and its requirements, and;
- d. Determining the form of the agreement, ie written or oral.

The principle of freedom of contract is the most important principle in the agreement because in this principle there is an expression of human rights in making an agreement as well as providing opportunities for the development of agreement law.

##### **2. Basis of Consensuality.**

Basics of Consensualism Basics of consensualism can be seen in the article 1320 Code of Civil Law. In the article it is stated that one of the conditions for an agreement is the agreement of both parties. The basis of consensualism contains the understanding that an agreement in general is not held formally but is sufficient with an agreement between the two parties. An agreement is a match between the wishes and statements of both parties.

3. The binding basis of an agreement

This basis is found in article 1338 paragraph (1) of the Civil Code where an agreement made legally valid as a law for its maker. Everyone who makes a contract, he is bound to fulfill the contract because the contract contains promises that must be fulfilled and the promise binds the parties as the law binds.

4. The basis of good faith (Goede Trouw)

The agreement must be executed in good faith (Article 1338 paragraph (3) of the Civil Code). There are two types of good faith (Rahardjo, 2009):

1) Being objective, it means paying attention to propriety and morality. For example, A made an agreement with B to build a house. A wanted to wear an elephant stamp ceramic, but the market ran out, so B replaced it with an ant stamp.

2) Being subjective, it means that a person's inner attitude is determined. For example, A wants to buy a motorcycle, then comes B (thug appearance) who wants to sell the motorcycle without documents at a very cheap price. A does not want to buy because he is afraid that it is not a halal product or an illegal product.

5. Basics of Personality,

Basis of Personality In general no one can enter into an agreement except for himself. The exception is found in article 1317

The Civil Code on promises for third parties. The conditions for the validity of an agreement as found in article 1320 of the Civil Code are the conditions for the validity of an agreement are:

a. Agreement of the parties

The first condition for the validity of an agreement is the existence of an agreement or consensus among the parties. What is meant by agreement is the matching of will between the parties in the agreement. So, in this case there can be no element of forcing the will of one party on the other party. An agreement is also called a permission, occurs because both parties agree on the main points of an agreement that is held.

b. Talk to make a deal

Talk means the ability to do a legal act which in this case is making an agreement. Legal acts are all acts that can cause legal consequences. People who are capable of committing legal acts are adults. The measure of maturity is 21 years old in accordance with article 330 of the Civil Code. In the article 1330 it is mentioned that people who do not know how to do legal acts are:

- 1) Minors
- 2) People under supervision
- 3) A wife. However, based on the Supreme Court's fatwa, through Supreme Court Circular No.3/1963 dated September 5, 1963, women are no longer classified as illiterate. They are authorized to do legal acts without the help or permission of their husbands.

c. A certain thing

A certain thing is also called the object of the agreement. The object of the agreement must be clear and determined by the parties which can be in the form of goods or services but can also be in the form of not doing something. Object of Agreement is also commonly referred to as Performance. Performance consists of (Miru, 2007)

- 1) give something, e.g. pay the price, deliver the goods
- 2) doing something, for example fixing a broken item, building a house, painting a commissioned painting.
- 3) not to do something, for example an agreement not to build a building, an agreement not to use certain trademarks.

d. A legitimate reason

In Article 1320 of the Civil Code, the definition of lawful cause is not explained. What is meant by the halal reason is that the content of the agreement is not against the rules law, morality and public order.

The first and second conditions are subjective conditions because they relate to the subject of the agreement and the third and fourth conditions are objective conditions because they relate to the object of the agreement. If the first and second conditions are not met, then the agreement can be canceled. The party that can request the cancellation is the party that is not able to speak or the party that gave the permission not freely (Kadir, 1982).

While when the third condition and fourth is not fulfilled, then the result is that the agreement is null and void by law, meaning that the agreement is considered to have never existed at all so that the parties cannot claim anything if problems occur later on.

A sale and purchase agreement are essentially a legal document that governs the transaction between a seller and a buyer. It falls under the realm of legal acts, which are regulated by the Subject of Law. The Subject of Law encompasses both individuals and legal entities. Consequently, any person or organization, as long as they are of legal age and/or married, can assume the role of a seller or a buyer in a sale and purchase agreement.

Objects in trade are all movable and immovable objects, both according to their pile, weight, size, and weight. While what is not allowed to be sold are (Salim, 2012):

- a. Things or belongings of others
- b. Items that are not permitted by law such as illegal drugs.
- c. Contrary to order, and
- d. Good manners

Article 1457 of the Civil Code uses the term *zaak* to determine what can be the object of sale and purchase. According to article 499 of the Civil Code, *zaak* is a property or right that can be owned. This means that what can be sold and bought is not only owned goods, but also a right over an item that is not a property right.

### **Rights and Obligations of the parties in Purchase agreement**

The right of the Seller to receive the price of the goods he has sold from the buyer in accordance with the price agreement between the two parties.

The Civil Code recognizes three types of objects, namely movable objects, immovable objects and incorporeal objects, so there are also three types of transfer of ownership that apply to each of these objects, namely (Muru, 2007):

#### 1) Delivery of Movable Objects

Regarding the handing over of movable property, it is found in article 612 of the Civil Code, which states that the handing over of movable property, with the exception of incorporeal ones, is done by the actual handing over of the property by or on behalf of the owner, or by handing over the keys of the building in which the property is located. to be

#### 2) Delivery of Immovable Property,

Regarding the handing over of immovable property is regulated in Article 616-620 The Book of Civil Law states that the handover of immovable property is done under title. For land, it is done with the PPAT Act while the rest is done with a notary act.

#### 3) Delivery of Incorporeal Things,

Regulated in article 613 KUH. The civil document that mentions the submission of receivables in the name is done with a notarial deed or private deed which must be notified to the debtor in writing, approved and acknowledged by him. The submission of each receivable due to a letter of conveyance is done with the submission of the letter, the submission of each receivable due to the letter of reference is done with the submission of a letter accompanied by an endorsement.

#### 4) Ensure peaceful enjoyment of the goods and indemnify against hidden defects.

From the Buyer is to receive the goods he has purchased, both physically and juridically. There are 3 main obligations of the buyer, namely (Salim, 2012):

- a. Checking the items sent by the Seller
- b. Pay the price of the goods according to the contract
- c. Accept delivery of goods as mentioned in the contract

The buyer's obligation to pay the price of the goods includes the act of taking steps and completing with the formalities that may be required in the contract or by law



and regulations to enable the execution of payment. Place of payment at a place agreed upon by both parties.

Obligations of the Buyer are:

- a. Paying the price of the goods he bought in accordance with the promise made
- b. Bear the costs incurred in the sale and purchase, for example transport costs, deed costs and so on unless otherwise agreed.

In general, an agreement is not restricted to a specific format and can be established through oral or written means, which can serve as evidence in case of a disagreement. However, certain agreements are subject to specific formalities prescribed by the law, and failure to adhere to these formalities renders the agreement null and void. Therefore, the written form of an agreement not only serves as proof but also acts as a prerequisite for its validity. For instance, the formation of a Limited Liability Company necessitates a Notary deed. There exist two types of sales agreements, namely:

- 1) Verbal, which is done verbally where both parties agree to bind themselves to perform a sale and purchase agreement that is done verbally.
- 2) Writing, that is, the Sale and Purchase Agreement is done in writing, usually done with an authentic deed or with a private deed.

Authentic Act is a deed that made in the form specified by law, made by or in the presence of public officers authorized for that purpose in the place where the deed was made (Rahardjo, 2003). About the Authentic Act is regulated in article 1868 Code of Civil Law. Based on the initiative of the maker, the authentic deed is divided into two, namely:

1. Office Act (*acte amtelijke*)

An Official Act refers to an action carried out by an authorized official, wherein the official provides a detailed account of their observations and actions. It is important to note that the impetus for such an act does not originate from the individual whose name is mentioned in the document. A prime illustration of this is the Birth Act.

2. Act of the Parties (*acte partij*)

3. The Act of the Parties refers to a legal document that is initiated by the involved parties in the presence of an authorized officer. An example of such an act is a rental agreement. On the other hand, a private deed is a legal document created for the purpose of providing evidence, but it is not executed in the presence of an authorized officer (Rahardjo, 2003).

The act executed by the parties involved holds significant evidentiary value, as it is supported by their own admission. This implies that the evidentiary strength of the act executed by the parties can be considered equivalent to an authentic deed, as long as the individuals involved acknowledge and endorse the document they have signed. Essentially, the act executed by the parties represents a legally binding

agreement that possesses the evidentiary power when recognized by the signatories, making it less susceptible to dispute. However, in order to further enhance its legal validity and evidentiary weight similar to that of an authentic deed, it is necessary to obtain legalization from a notary.

The distinction between the private deed and the authentic deed lies in their treatment when challenged by the opposing party. In the case of the private deed, it is presumed to be false until its authenticity is established, whereas the authentic deed is presumed to be genuine unless proven otherwise (Miru, 2007). This implies that if the other party denies the validity of a private deed, the holder of the deed must provide evidence to support its authenticity. On the other hand, if the authenticity of an authentic deed is questioned, the burden of proof lies with the denying party to demonstrate its falsity. Consequently, the evidence required to validate a private deed is referred to as proof of authenticity, while the evidence needed to disprove an authentic deed is known as proof of falsity.

### **Validity of Sale and Purchase Agreement Through Internet or E-commerce**

In accordance with the provisions of the Civil Code, an agreement is inherently unrestricted and not subject to any specific formalities. The Civil Code explicitly defines an agreement as an action through which one or more individuals voluntarily commit themselves to one or more other individuals (as stated in Article 1313 of the Civil Code). However, for a contract to be considered valid, it is imperative to adhere to the conditions outlined in Article 1320 of the Civil Code. The Civil Code which determines that the conditions for the validity of an agreement are as follows:

1. Agreement of the parties;
2. The ability to make an agreement.
3. A certain thing, and
4. A legitimate reason.

If the initial requirement of agreement and skill is not met, the contract may be terminated. However, if the condition of a certain thing and a valid reason is not fulfilled, the contract becomes null and void under the law. According to Article 1339 of the Civil Code, an agreement is not only binding based on its explicit terms, but also on any additional obligations that are necessary for the agreement to be just, customary, or lawful. Furthermore, Article 1347 of the Civil Code states that conditions that are commonly agreed upon should be considered as part of the agreement, even if they are not explicitly stated.

Electronic agreements in electronic transactions are required to possess the same legal validity as traditional contracts, as stipulated in Article 18 paragraph (1) of the UUITE. This provision emphasizes that parties involved in electronic transactions are bound by the terms of an Electronic Contract. Furthermore, Article 19 of the

UUITE mandates that parties engaging in electronic transactions must utilize the agreed electronic system. Therefore, prior to conducting an electronic transaction, the parties must mutually consent to employing the electronic system for the transaction. Once an agreement is reached, the buyer is obligated to thoroughly review the terms and conditions specified by the seller. If the buyer agrees to and fulfills the terms and conditions, the final step involves either clicking the "SEND" button or providing a "√" sign, indicating the buyer's acceptance of the agreement proposed by the seller.

In this online business transaction, customers have the option to make payment using a credit card, debit card, personal check, or by transferring funds between accounts. Subsequently, the buyer will encounter a webpage that prompts them to provide specific details pertaining to the payment process they wish to proceed with. The typical information requested during this activity includes the following:

- 1) The payment method you want to make, such as: transfer, credit card, debit card, personal check, etc. If using a credit card for example, other information is often asked, such as the name listed on the card, number card, expiration date, etc. Another example is if using a personal check, usually in addition to the check number, the name and address of the bank that issued the check is also asked;
- 2) Personal data or information from the person making the transaction, such as: name, address, phone number, billing address, etc. If the consumer wants to make a payment with another method, such as digital cash or electronic check for example, the consumer is asked to fill in the relevant username and password as proof of authenticity of the transaction over the internet, Once the buyer completes the electronic form, the company that operates the website will verify the payment details provided by the buyer using a gateway system. This system acts as a bridge between different computer network systems and enables the company to conduct a thorough check with the buyer's chosen bank for payment purposes, such as Visa or Mastercard for credit card payments. The outcome of this verification process will be automatically communicated to the seller through the company's website. In the event of a successful verification, the buyer can proceed to the next step, which involves either waiting for physical delivery of the purchased goods to their specified location or downloading digital products. However, if the verification process fails, the buyer will be promptly notified of the failure either through the same website or via their provided email address.

Various ways are commonly used by companies and banks to prove to consumers that the payment process has been done properly, such as:

- a. Notification by email about the status of the purchase or sale of products or services that have been done.
- b. Delivery of electronic documents via email or related sites containing "event news" of sales and purchase receipts detailing the type of product or service purchased, followed by details on the payment method that has been made.

Delivery of payment receipt by courier to the address or location consumers. In general, a trade transaction should be able to guarantee:

1. Confidentiality: transaction data must be sent confidentially, so that it cannot be read by unwanted parties;
2. Integrity: the data of each transaction cannot be changed when transmitted through a communication channel;
3. Validity or authenticity (authenticity), covering:
  - a. The legality of the parties conducting the transaction: that the consumer is a legitimate customer of a certain payment system provider (for example Visa and Mastercard credit cards), or credit cards such as Kualiva and Stand Card (for example) and the legitimacy of the existence of the merchant himself.
  - b. Validity of transaction data: the transaction data is believed by the recipient to be made by the party who claims to have made it (usually the maker of the data needs his signature). This is also included guarantee that the signature in the document cannot be forged or altered;
4. Can be used as evidence/non-repudiation (non-repudiation) records of transactions that have been done can be used as evidence at a time if there is a dispute (Ustadiyanto, 2002).

### **Parties' Responsibilities in Buying Selling Through the Internet in Accordance with Law Number 19 Of 2016**

The concept of e-commerce is a relatively new term that remains unfamiliar to many. There are still individuals who mistakenly equate e-commerce with the mere buying and selling of electronic devices (Kiswara & Priyanto, 2023). Consequently, the author of this chapter aims to elucidate the true essence of e-commerce. Onno W. Purbo and Aang Arif Wahyudi endeavor to define e-commerce as an extensive domain encompassing technology, procedures, and customs that facilitate business transactions without the need for paper-based transactional mechanisms (Purbo & Wahyudi, 2001).

There are multiple methods to accomplish this, including utilizing email or the World Wide Web (www). Additionally, social networking sites such as Facebook, Twitter, and Blackberry facilities have become increasingly popular for this purpose (Purbo & Wahyudi, 2001). The characteristics of e-commerce indicate that it is primarily influenced by the advancements in information technology and telecommunications. This has greatly transformed the way individuals engage with their surroundings, particularly in terms of trading mechanisms.

Buying and selling transactions through e-commerce, will usually be preceded by a sale offer, a purchase offer and a sale acceptance or purchase acceptance. Before that, there may be online offers, for example through websites on the internet or through social networking media such as Facebook, Twitter, Yahoo Messenger and

even Blackberry Messenger. Transactions through the website of this site are usually done for those who do not know each other. But the transaction is done through the media but the transaction is done through the social media networks such as Facebook or yahoo messenger are done through chatting and usually the seller and the buyer already know each other or have transacted before, so trust has grown.

The transaction model through a website or site is in this way the seller provides a list or catalog of the goods sold which is accompanied by a description of the product that has been made by the seller. For more clarity, the model is displayed as follows: Shopping by using an order form is one of the most frequently used ways of shopping in e-commerce. In this way the merchant prepares a register or catalog of the goods sold. When the order stage is executed, usually the product sold is not visualized in the form of a picture, but in the form of a product description. In an order form page, the product offering session is divided into four parts, namely:

- a. Check box made to give customers the opportunity to have products offered with click the box until it is checked,
- b. Explanation of the products offered
- c. Quantity of items ordered
- d. Price for each product

In addition to the product table, payment types are also offered. The types of payment offered are different according to the service provided by the seller, such as by credit card, bank transfer, check and others. At the time of filling out the form, the buyer is asked to fill out a form containing contact information for the buyer. In this section, a security system is installed, such as SSL (Secure Sockets Layer) to protect against fraud. Further, if the information sent by the buyer has met the requirements or is declared valid, the seller will send a confirmation message to the buyer in the form of an e-mail (Tim Litbang Wahana Komputer, 2001). After all the provisions and the buyer have made the payment and it has been accepted by the seller, the next process is the seller's obligation for the goods purchased by the buyer. If the product is in the form of a service or instruction that can be ordered via the internet, it will immediately be sent by the seller. However, it is different when the product is in the form of goods. The delivery of goods is of course adjusted to the order as stated in the e-commerce catalog. Delivery is usually done through expedition or delivery services such as Pos Indonesia, Tiki Online, JNE and so on. The time frame for the delivery of goods is usually stipulated in the agreement by each party and is generally in accordance with the geographical distance between the seller and the buyer.

In the world of e-commerce, two actors are known, namely merchants/entrepreneurs who sell and buyers/customers/consumers who act as buyers. In addition to business actors and consumers, buying and selling

transactions through internet media also involve providers as internet network service providers and banks as means of payment.

If it talks about consumer protection, it also talks about consumer rights. In an ecommerce agreement, the party most vulnerable to suffering losses or having their rights violated is the consumer. This is due to the role of consumers who tend to be passive and only follow the rules of the game or follow an agreement that is actually from the seller. If it talks about consumer protection, it also talks about consumer rights. In an ecommerce agreement, the party most vulnerable to suffering losses or having their rights violated is the consumer. This is due to the role of consumers who tend to be passive and only follow the rules of the game or follow an agreement that is actually from the seller.

So, in everyday e-commerce it is often found that consumers are abusing losses, whether the incompatibility of the ordered goods, delivery delays or even fraud. Therefore, there is a need for legal protection that accommodates the interests of consumers.

1) As for consumer rights according to

Article 4 of Law Number 8 of 1999 on Consumer Protection is as follows: (Halim & Prasetyo, 2006)

- a. The right to comfort, security, and safety in consuming goods and/or services.
- b. The right to choose goods and/or services and to obtain goods and/or the service is in accordance with the exchange rate and the conditions and guarantees promised.
- c. The right to true, clear, and honest information about the condition and warranty of goods and/or services
- d. The right to be heard his opinion and complaints on the goods and/or services used.
- e. The right to receive construction and consumer education.
- f. The right to be treated or served truthfully and honestly and non-discriminatory.
- g. The right to get compensation, damages, and/or replacement, when the goods and/or services received are not in accordance with the agreement or not as they should be
- h. The rights regulated in the provisions of other laws and regulations.

When linked to consumer rights in e-commerce sales and purchase agreements, then in fact all consumer rights that are concerned about the presence of sales and purchases through e-commerce have basically been regulated in this consumer protection law.

Starting from the right to correct, clear and honest information related to products and quality that are displayed in the internet media. As far as damages when consumers have been harmed by products that do not match what was promised,

everything has been guaranteed in article 4 of the consumer protection law.

Article 5 of Law Number 8 of 1999 states consumer obligations, namely:

1. Read or follow information instructions and procedures for the use or utilization of goods and/or services, for the sake of safety and security.
2. Be in good faith in purchasing goods and/or services.
3. Pay according to the agreed exchange rate.
4. Following legal efforts to resolve consumer protection disputes appropriately.

In addition to having the rights stipulated in the consumer protection law, consumers also have obligations under a sales agreement. In principle, a good consumer is a consumer who has good faith or good intentions before entering into a sales agreement. Specifically in e-commerce agreements, the good faith of the consumer in the purchase must of course be accompanied by following the instructions of the information until the correct use of the goods so that there is a balance between the buyer and the service provided by the seller. In addition, consumers should prioritize the principle of propriety in resolving disputes with sellers (producers) in the event of a dispute. That is prioritizing the interests of each party, where consumers immediately get answers and compensation when consumers have suffered losses and producers are also protected from things that damage their reputation in the eyes of other consumers.

Article 6 of Law Number 8 of 1999 states the rights of business actors, namely:

- a. The right to receive payment in accordance with the agreement regarding the conditions and exchange value of the traded goods and/or services.
- b. The right to obtain legal protection from the actions of consumers in bad faith.
- c. The right to self-defense should be in the legal resolution of consumer disputes.
- d. The right to rehabilitation of good name when it is legally proven that the loss consumers are not affected by the goods and/or services traded.
- e. The rights regulated in the provisions of other laws and regulations.

In addition to regulating the rights and obligations of consumers, this law also regulates the rights and obligations of business operators. In an e-commerce sales and purchase agreement, there may be no need to worry about the right to receive payment, because generally the buyer makes the payment first before the product is sent to the consumer. The most important business rights in e-commerce is the restoration of good name or rehabilitation in the event of a dispute or inappropriate actions from consumers.

Article 7 of Law Number 8 of 1999 states the obligations of business actors, namely:

- a. Good faith in doing business activities.
- b. Providing true, clear and honest information about the condition and warranty of goods and/or services as well as explaining the use, repair and maintenance.

- c. Treat or serve consumers correctly and honestly and non-discriminatory.
- d. Guarantee the quality of goods and/or services produced and/or traded based on the provisions of the applicable quality standards for goods and/or services.
- e. Giving consumers the opportunity to test and/or try certain goods and/or services as well as guarantee and/or what is being traded.
- f. Provide compensation, damages and/or replacement for losses resulting from the use, use and utilization of traded goods and/or services.
- g. Provide compensation for damages and/or replacement services when the goods and/or services received or used are not in accordance with the agreement. The main obligation of business actors in ecommerce sales and purchase agreements is to provide good and honest service at every stage. Starting from the provision of correct information and instructions, the product delivery service is in accordance with the agreement. Both for the punctuality and suitability of the promised product.
- h. Business actors must be smart in responding to complaints and criticism from consumers in order to improve the quality of service to consumers or buyers.

#### **Accountability of Business Actors (Sellers) Against Consumers (Buyers) of E-commerce**

The responsibility referred to here is the responsibility that protects the interests of consumers or buyers in e-commerce sales and purchase agreements. The interests of the buyer in e-commerce sales must be protected, because the buyer here has made the payment in advance before the purchased product is sent to the buyer. While the business person or seller is no longer worried because the seller has received the money in advance as a requirement before the product is delivered. So, the losses that arise are often suffered by buyers or consumers. In principle, the loss that must be given by the seller in the event of non-performance of a contract is a loss in the form of a loss that he actually suffered and a loss of profit that the buyer should be able to enjoy. The damages requested are only limited to losses and loss of profits that are a direct result of the default (Edmon, 2003). In the realm of online buying and selling, there exists a system of assurances known as guarantees. These guarantees typically come in the form of compensation in case of late delivery, incorrect orders, or damage during transportation (Hutabarat et al., 2022). However, each seller or merchant offers these guarantees in their own unique way. Unfortunately, it is quite uncommon to find merchants who prioritize providing comprehensive guarantees to consumers, as their main focus tends to be safeguarding their own interests. Consequently, the compensation offered is often limited in scope, which can be quite frustrating for buyers.

#### **4. Conclusion**

Based on the analysis and discussion presented in the preceding chapters, this chapter will now present several conclusions:

1. In the realm of e-commerce, the conditions for validity in buying and selling



transactions via the internet are not fully met, particularly in terms of skills. It is challenging to ascertain whether the parties involved in e-commerce, especially the customers, are authorized to engage in legal acts such as buying and selling via the internet. Consequently, consumers are limited in their ability to take action if any issues arise. They are obligated to adhere to standard damages, whether willingly or unwillingly. If a consumer disagrees with these terms, they have the option to cancel the order. However, it is worth noting that many consumers in Indonesia fail to critically and thoroughly read these standard clauses. Consequently, if any undesirable events occur in the future, the consumer may suffer losses. In order for a transaction to be considered valid, it is crucial for both parties to be aware of and understand the terms and conditions.

2. The responsibilities of the parties involved in buying and selling via the internet are as follows: the seller is accountable for all products or services advertised on the internet and is responsible for delivering the goods or services that have been ordered by the buyer. On the other hand, the buyer is responsible for paying the price of the product or service they have purchased from the seller. These responsibilities ensure a fair and transparent transaction process between the parties involved.

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