

Validity of Goods And Services Sale and Purchase Agreements by Online

Muhammad Aldi¹, Rahmatul Hidayati², Sunardi Sunardi³, Budi Parmono⁴

^{1, 2, 3, 4, 5} Faculty of law, Islamic University Malang, Indonesia.

Article history:

Received 2024-05-30

Revised 2024-07-20

Accepted 2024-08-01

Keywords:

Buying; Selling; Legal Validity; Agreements.

DOI:

doi.org/10.26905/idjch.v15i2.15082.

Corresponding Author:

Muhammad Aldi.

E-mail: Aldimuh2@gmail.com.

Abstract: The Internet is developing quickly and significantly impacts every part of life. Thanks to the Internet, people may contact, communicate, and even conduct business with anyone worldwide quickly, cheaply, and effortlessly. Buying and selling transactions through electronic media are legal agreements or relationships carried out by networking computer-based information systems and communication systems based on telecommunications networks and services. This process is further made possible by worldwide internet computer networks. International society in general and Indonesian society in particular have greatly benefited from using electronic transaction media, or e-commerce, in the trade industry. Establishing an agreement occurs when two parties come to a consensus on a primary issue that serves as the agreement's goal. To agree on what has been agreed upon, both parties must be present in a meeting of wills. It is possible to comply with wishes orally or in writing. In today's world, where technology is widely used in business, a face-to-face meeting or written agreement is no longer necessary to express wants. Agreements between parties with different legal systems that are made online are nonetheless enforceable.

1. Introduction

Human needs grow and change every minute. Individuals engage in purchasing and selling activities to obtain the necessary products to fulfil their requirements. Digitalization is an era that has triggered many profound changes in all aspects of daily life.¹ Industrial developments affect business models, and we increasingly witness differentiation due to new developments.² These prerequisites cover items like clothing, food, and housing. Online deposit business activities have

¹ Resmaya Agnesia Mutiara Sirait, Adhytia Nugraha, Yenny Aman Serah, and Samuel Marpaung. 2024. "Electronic Stamp Validity: Cyber Law Perspective on the Effectiveness of E-Stamp Usage in E-Commerce Transactions". *Reformasi Hukum* 28 (1):70-79. <https://doi.org/10.46257/jrh.v28i1.1036>.

² Sahin Ardiyok, Türk Rekabet Hukukunda En Çok Kayrılan Müşteri Koşulu: Yemek Sepeti-I, Booking.com Kararları ve Dikey Anlaşmalara İlişkin Kılavuz (Most Favoured Customer Clauses in Turkish Competition Law: Yemek Sepeti-I, Booking.com Decisions and the Guideline on Vertical Agreements) (March 5, 2021). Available at SSRN: <https://ssrn.com/abstract=3820048> or <http://dx.doi.org/10.2139/ssrn.3820048>.

recently become more widespread due to advances in information and telecommunications technology.³

Developments in information technology have developed rapidly in recent years, having a positive impact on many aspects of life, including the business world.⁴ In the contemporary globalized era, the advancement of information and communication technology is unavoidable since it inexorably follows advances in science. As a basis for lifelong learning, it is critical to consider how individuals are inspired to assess and research information and communication technologies. Advances in information and communication technology have removed national boundaries and quickened the rate of significant social change.

As time goes by, technology is also developing, resulting in rapid, equal progress with what the community currently needs. Technological developments are happening not only in developed countries but also in countries developing and competing to maximize the positive impact of progress technology itself. Since the pandemic broke out in Indonesia, everything has moved worldwide. Two components of modern innovative business models that enable a business to be competitive and efficient are analyzed: the sharing economy and the marketplace in the logistics services market.⁵ These days, humans are involved in all stages of developing, creating, and using information and communication technology. One such example is the quick development of digital media. People are social animals that depend on other people to survive. In a similar vein, agreements are frequently struck with other people in daily life. A commitment made by two or more parties to carry out a mutually agreed-upon action constitutes an agreement and helps to build a concrete agreement between the parties.

In general, agreements are made face-to-face. However, due to technological developments, agreements can now be made through electronic media (the Internet) or E-commerce.⁶ The agreement is also made online. An online sale and purchase agreement (e-commerce) is the same as a general sale and purchase agreement, which requires an agreement between the seller and the buyer regarding the goods or services being traded and the price for the goods or services.⁷ This innovative model offers new criteria by adding clear considerations, with new specified parameters and criteria to consider when deciding whether to enforce the forum selection clause.⁸ Cyber technology, sometimes known as the Internet, is one of the developments in information and communication technology. From surfing to news and information searching, email exchange, social

3. Ervina Ervina, Kartina Pakpahan, and Elvira Fitriyani Pakpahan. 2024. "Supervision of Goods Resulting from Trade With Non-Trade Online Deposit Business Activities (Permenkeu No. 96 of 2023)". *International Journal of Business, Law, and Education* 5 (2):1799 - 1805. <https://doi.org/10.56442/ijble.v5i2.752>.

4. MN, Achmad Zainuddin, Junaidi Junaidi, and Renaldy Dwi Putra. 2018. "Design of E-Commerce Payment System at Tokopedia Online Shopping Site". *APTISI Transactions on Management* 1 (2):143-55. <https://doi.org/10.33050/atm.v1i2.666>.

5. Prymachenko H., Hryhorova Ye. (2020) "Research status of automation of logistics transport and distribution processes". *Intellectualization of logistics and Supply Chain Management*. [Online], vol.1, p.39-50, available at <https://smart-scm.org/en/journal-1-2020/hanna-prymachenko-yelyzaveta-hryhorova-research-status-of-automation-of-logistics-transport-and-distribution-processes/> (Accessed 04 Apr 2020). DOI: <https://doi.org/10.46783/smart-scm/2020-1-4>.

6. Dwi Mayasari, I Dewa Ayu, and Dewa Gde Rudy. 2021. "Urgensi Rekonstruksi Pengaturan Praktek Perjanjian Perdagangan Melalui E-Commerce". *Jurnal Komunikasi Hukum (JKH)* 7 (1):235-51. <https://doi.org/10.23887/jkh.v7i1.31473>.

7. Idayanti, Soesi, Toni Haryadi, and Evi Indriasari. 2021. "Online Dispute Resolution (Odr) As An Alternative For Electronic Transaction Dispute Settlement". *Wacana Hukum* 27 (2):18-25. <https://doi.org/10.33061/wh.v27i2.5882>.

8. Reich, Arie, "Should Forum Selection Clauses in Agreements of International Websites Be Enforced? - A Proposed New Model." (September 6, 2021). Bar Ilan University Faculty of Law Research Paper No. 21-28, Available at SSRN: <https://ssrn.com/abstract=3918229> or <http://dx.doi.org/10.2139/ssrn.3918229>.

networking, trade, and email swapping, the Internet has become a go-to source for information and electronic communications. Electronic commerce is a term that is occasionally used to describe trading activities that involve online media.

E-commerce is the term for purchasing and selling products and services using computer networks, particularly the Internet. An online transaction is a legal relationship in the form of an engagement caused by an agreement in which the buyer uses his social media account to make an online agreement with the seller's account.⁹ The time-saving and transaction-speed advantages of online buying, selling, and purchasing allow anyone, anywhere, at any time, to make commercial transactions. Since the parties' buying and selling agreements are based on confidence, the parties' transactions are also conducted electronically. Online purchases and sales are conducted without the need for in-person meetings between the parties.

Human demands are growing with time. Humans require a more time- and technique-efficient method when purchasing and selling. As a result of technological advancements, technology is now a part of every facet of modern life. Due to this, a technology has emerged for buying and selling that allows buyers and sellers to sign sales and purchase contracts without physically meeting. Their only real-world meeting took place on the Internet. The term "e-commerce" is more appropriate for this type of transaction. The word "e-commerce," which is becoming increasingly common, is an example of a word often used but whose precise definition is unknown. The definition of e-commerce, as seen on websites or as stated by experts, shall be clarified in the following. E-commerce, or online buying and selling, is the buying, selling, and exchanging goods and services through electronic means, such as computer networks like the Internet. Sellers and buyers conduct transactions electronically, whether merely offering goods or services, making purchases, or making payments.

Sutan Remy Sjahdeini defines e-commerce as a commercial activity performed over computer networks, specifically the Internet, that involves customers, suppliers, producers, and intermediaries. Numerous business players are capitalizing on globalization to market their goods, boosting revenue and broadening their product offerings. They do this by taking advantage of the ongoing advancements in technology. Known as "online buying and selling," this process entails promoting things online. These days, it is common to buy and sell things online, mainly because the websites that facilitate these transactions are becoming better and more varied. However, as is well known, the products supplied in the online buying and selling system only include descriptions of the specifications of the products and photos, the accuracy of which cannot be guaranteed. As a customer, you must ascertain whether the products you wish to purchase are appropriate.

The Big Indonesian Dictionary defines buying and selling as a mutually binding agreement between the seller, the party who delivers the products, and the customer, or the party who pays the price of the items sold.

Online purchasing and selling refers to a legally enforceable agreement between the buyer, who pays the selling price, and the seller, who sells the items over the Internet. This mechanism is used in online commerce. Buyers and sellers do not communicate directly with one another. Buy-

⁹. Laksamana V. Z Hartono., and Paramita Prananingtyas. "Aspek Hukum Perjanjian Dalam Transaksi Jual Beli Secara Online." *Notarius* 16, no. 3 (2023): 1361-1375. Accessed January 22, 2025. <https://doi.org/10.14710/nts.v16i3.41327>.

ing and selling are done across a network using smartphones, laptops, tablets, and other connected devices. Online sales and purchases are expanding quickly in Indonesia as more and more online retailers open up shop. This development encompasses many enterprises, from providing food and clothing to selling homes and automobiles.

E-commerce eliminates everything typically involved in traditional purchases. Furthermore, customers are not restricted by geographical borders, making it easier to gather and distinguish data on goods and services (borderless). The ease with which these marketing items may be created, which reduces costs and saves time, benefits businesses just as much as consumers through e-commerce. Electronic commerce has gained popularity due to its ability to save time and effort for both buyers and sellers. All it takes to buy and sell is to sit in front of a computer or laptop. These purchases and sales are inextricably linked to the development of the Internet, which has become a daily requirement in modern society. There is a growing online buying and selling trend, particularly with the improvement and diversification of the websites utilized to complete these transactions. However, as of now, we are aware that the products available in the online purchasing and selling system are limited to descriptions of the products' features and unverified photos. That is why it is crucial for you as a customer to research whether or not the products you wish to purchase are appropriate.

Electronic commerce has gained popularity due to its ability to save time and effort for both buyers and sellers. All it takes to buy and sell is to sit in front of a computer or laptop. These purchases and sales are inextricably linked to the development of the Internet, which has become a daily requirement in modern society. Another scam involves shopping on social media platforms like Facebook or Instagram. This is a common way for people to commit fraud; we are instructed to transfer a specific amount of money to purchase the item, but the outcome is frequently that the person instantly blocks our account and phone number after we do so. According to us, this is a cybercrime that occurs these days. In light of the increasing prevalence of online fraud and cybercrime in Indonesia, the author feels that it is imperative to delve deeper into "The Validity of Online Sales and Purchase Agreements for Goods and Services (E-commerce)" since the advantages and disadvantages of online purchasing and selling exist. Be given additional thought about the legal arrangements.

2. Metode Penelitian

The author of this journal employed certain research techniques while producing it. Researchers employ research methods to gather study data.¹⁰

In this study, normative juridical research was employed, which is legal research that involved searching for regulations about the topics covered, specifically those about the legality of sales and purchase agreements for goods and services, and looking through library materials or secondary data as a source of information for the study online (E-commerce). Using the normative side of legal science logic as a foundation, this study employs a normative research method to discover the truth. Normative research treats legal issues by using legal standards to offer a valid

¹⁰. Suharsimi Arikunto, "Research Procedures A Practical Approach," (Jakarta : Rineka Cipta, 2003), page. 151.

viewpoint on a legal occurrence. This research aimed to produce legal reasons that might be used to decide the legality of an event and how it should be handled.¹¹

Using a combination of statutory (the Law of the Republic of Indonesia Number 11 of 2008 concerning ITE), conceptual (the use of terms appropriate to the subject matter of this journal), and case-based (the use of examples of default in disseminating false information that results in losses for consumers in electronic transactions) approaches, the present journal was written.

The author employs documentation study and library research methodologies to gather legal information. A literature study can be defined as a set of procedures concerning gathering information from libraries, reading, making notes, and processing research sources. Examining books, articles, notes, and other reports about the issue you are trying to address is another way to gather data for a literature study.¹² On the other hand, documentation studies are a technique for gathering data in which documents are examined to derive data relevant to the issue under investigation. Documentation studies are one method by which qualitative researchers can visualize a subject's perspective through written materials or other papers created directly by the participants.¹³

Books on engagements provide the author's legal interpretation, which is supported by relevant literature and legal documents. In addition, they draw from established legal theories and principles as well as regulations to find suitable answers to issues regarding the legality of online sales and purchase agreements. Description and legal discovery (*Rechtsvinding*) procedures are employed in this study. Using statements that are either legal or not, the description technique aims to explain the presence of a condition or stance.¹⁴

3. Validity Of Goods And Services Sale And Purchase Agreements By Online

Law Number 11 of 2008 concerning ITE is a provision that applies to every person who carries out legal acts as regulated in this law, whether within the Indonesian legal territory or outside the Indonesian legal territory, which have legal consequences in the Indonesian legal territory and/or outside the jurisdiction of Indonesia and are detrimental to Indonesia's interests. In general, the material of the Information and Electronic Transactions Law is divided into two large parts, namely regulations regarding information and electronic transactions and regulations regarding prohibited acts.

In compliance with Indonesian procedural law and Law Number 11 of 2008 concerning ITE, electronic information, electronic documents, and printed equipment are all considered valid forms of evidence. However, this does not apply to the letter and its supporting documentation, which are required by law to be made in the form of a notarial deed or a deed made by a deed-making official. The time for sending electronic documents and/or information is ascertained unless otherwise agreed when the documents and/or information are entered into an electronic system that is not under the sender's control and is sent to the correct address by the sender to a system that the recipient has designated or used. Additionally, the moment electronic information and/or docu-

¹¹. Soerjono Soekanto and Sri Mamudji, *"Normative Legal Research A Brief Overview,"* (Jakarta: Raja Grafindo Persada, 2006) page. 13-14.

¹². Moh. Nazir, *"Research methods,"* (Bogor : Ghalia Indonesia, 2013), page. 93.

¹³. Haris Herdiansyah, *"Qualitative Research Methodology for the Social Sciences,"* (Jakarta : Salemba Humanika, 2011), Page. 143.

¹⁴. M. Iqbal Hasan, *"Main Materials of Research Methods and Their Applications,"* Print. I, (Jakarta : Ghalia Indonesia, 2002) , page. 43.

ments reach the electronic system under the control of the authorized recipient determines when they are considered received unless otherwise agreed.

In general, the procedure of conducting an electronic purchase and sale differs little from that of conducting a traditional in-person transaction. Because they have the legal components of agreements and contracts, electronic transactions as the catalyst for creating an electronic contract are a novel phenomenon that cannot be isolated from the legal system. Having a contract or agreement between traders and the idea that it becomes the law for the people involved are two of the most crucial aspects of trading.¹⁵ Although considerable research has been conducted on the definition and classification of e-commerce business models, little research has integrated the support and impact of distinct transaction phases within them.¹⁶

An agreement is reached through a pattern in electronic transactions or e-transactions. Put, a form is sent by the seller to the buyer, who then completes it and returns it to the seller. Therefore, an agreement in an e-commerce transaction takes place when the seller receives a completed form from the buyer, and the customer responds to the form. The following steps are taken in order to implement electronic buying and selling transactions:¹⁷ a) Sellers or business actors make offers via websites on the Internet. Sellers or business actors provide a storefront containing a catalogue of products and services to be provided. People who enter the business actor's website can see the goods the seller offers. One of the advantages of buying and selling transactions through this online shop is that buyers can shop anytime and anywhere without being limited by space and time. Offers on a website usually display the goods on offer, prices, rating values, automatic polls about goods filled in by previous buyers, specifications of the goods in question, and other related product menus. Bidding via the Internet occurs when another party using the Internet media enters the site belonging to the seller or business actor making the offer; therefore, if someone does not use the Internet media and enters the site belonging to the business actor offering a product, then it cannot be said that there is an offer.¹⁸ This, offers via the Internet can only occur if someone opens a site that displays an offer via the Internet. b) Acceptance can be done depending on the offer that occurs. If the offer is made via an e-mail address, then acceptance is made via e-mail because the offer is only addressed to an e-mail addressee, so only the holder of that e-mail address is addressed. Since anybody can access the website, which features offers for items made by sellers or other business players, the offers made through it are meant for everyone who opens it. The seller or other business actor supplying the items can reach an arrangement with anyone interested in purchasing them. When engaging in electronic commerce, mainly through websites, potential customers select specific products from sellers or other business entities. Suppose the customer expresses interest in purchasing any of the offered items. In that case, the product will be kept in storage until the potential customer. The customer will proceed to the payment stage once they are satisfied with their selection.

¹⁵ Ronny Hanitijo Soemitro, *Legal Research Methodology and Jurimetry*, (Jakarta : Ghalia Indonesia, 1982), page. 20.

¹⁶ Madlberger, Maria, and Sabine Matook. 2017. "Theorizing E-Commerce Business Models: On the Impact of Partially and Fully Supported Transaction Phases on Customer Satisfaction and Loyalty". *Australasian Journal of Information Systems* 21 (March). Australia. <https://doi.org/10.3127/ajis.v21i0.1426>.

¹⁷ Resa Raditio, *Legal Aspects of Electronic Transactions*, (Yogyakarta : Graha Ilmu, 2017), page.1.

¹⁸ Unggul Pambudi Putra and Java Creatiity, *Successful Buying and Selling Online*, (Jakarta: Elex Media Komputindo, 2017), page. 3.

Payments can be made, for example, via Internet facilities, but still rely on the national financial system, which refers to the local financial system. The payment methods can be classified as follows: ATM model transactions are transactions that only involve financial institutions and account holders who will withdraw or deposit money from their respective accounts; Payments via third parties are generally payment processes involving debits, credits or incoming checks. Payment methods that can be used include online credit card payment systems and check-in line payment systems. Transferring money from the buyer's account to the seller's account or from one account to another is an option if the buyer and seller are in different positions. Using the credit card number that you enter on the form that the vendor provides in the offer, you can pay using a credit card, thanks to technical advancements. Despite being possible, direct payment in electronic buying and selling transactions is challenging because of the distance between the seller and the customer. d). Delivery is a process carried out after payment for goods offered by the seller to the buyer; in this case, the buyer has the right to receive the goods in question. In reality, the goods that are the object of the agreement are sent by the seller to the buyer at shipping costs as agreed between the seller and the buyer. Based on the electronic buying and selling transaction process described above, it turns out that buying and selling can not only be done conventionally, where the seller and the buyer meet each other directly but can also only be done via the internet, so that people are far from each other or are located at different locations. Different people can still carry out buying and selling transactions without having to go to the trouble of meeting each other in person, thereby increasing the effectiveness and efficiency of time and costs for sellers and buyers.¹⁹

Such notification in the form of a classification of payment methods for the goods offered, specifically by providing an account number so that the receiving party can send money or payment for the goods to be processed or followed up on, constitutes a new agreement. Exchange money between the party making the offer and the party accepting it. This theory claims that an agreement arises when the recipient of the offer has fulfilled the conditions, namely sending payment/money to the party offering as a condition for getting the goods offered (Das Sein).

Therefore, overall, the author reveals that the fifth theory is in accordance with the case example that the author raises. In the fifth theory, the agreement occurs when the buyer has fulfilled the requirements, namely transferring payment/money to own the goods offered by the seller (Das Sollen).²⁰ As per the author's assertion, a mutual understanding or agreement between two parties concerning a primary issue that serves as the agreement's object is deemed to have occurred. "agree" is two parties agreeing on their understanding (opinion) and desires. Here, two parties have come to a meeting of the wills to agree. This holds for agreements signed online as well as contracts.²¹ In traditional society, an agreement is merely predicated on willful adherence. To agree on what has been agreed upon, both parties must be present in a meeting of wills. It is possible to comply with wishes orally or in writing. Therefore, a face-to-face meeting or written agreement is unnecessary today when technology is used in business transactions to establish an agreement of wishes.

¹⁹. Cindy Aulia Khotimah, Jeumpa Crisan Chairunnisa, "Legal Protection for Consumers in Online Buying and Selling Transactions (E-Commerce)", *Business Law Review*, Volume. 1, No. 1, 2017, page. 15. DOI: <https://doi.org/10.14710/jhp.11.1.71-81>.

This indicates that societal standards regarding how to perceive compliance to will are changing. In traditional society, expressing one's will requires a direct encounter and agreement (conformity of will). In communities where technology has been used, this is not the case. When trying to agree to the wishes of both parties, the focus is on what one party says (statement), which is then confirmed by the other party.²² The claims that one side and the other had an agreement were then based on the comments made by both parties. Therefore, if there is a future disagreement between what one party says and what they want, the other party can use that statement as justification to demand performance (i.e., the agreement's execution).

In connection with the legal requirements for electronic business contracts based on the provisions of Article 1320 of the Civil Code, it does not concern itself with media used in transactions; in other words, Article 1320 of the Civil Code does not require the form and type of media used in transactions. Therefore, you can do it directly or electronically. However, an agreement can be valid if it fulfils the elements as intended in Article 1320.²³ The agreement required to give birth to an agreement as mandated in Article 1320 *Burgelijk Wet Boek* (Civil Code) is deemed to have been reached if the other party accepts the statement of one party. According to the provisions of Article 1320 of the Civil Code, for an agreement to "exist", four conditions must be met, one of which is "consent or agreement" from those who are binding themselves. This agreement can be said explicitly, but it can also be said not explicitly. Apart from that, agreements are often made not directly face to face but through other means, such as written letters, fax, telephone or Internet.²⁴

The question of precisely when and where the agreement occurred is raised. According to Article 1458 of the Civil Code, the sale and purchase are considered to have taken place as soon as the two parties agree on the item and its price, even if neither the item nor the money has been delivered.²⁵

The validity of the sale and purchase agreement depends on when this agreement takes place, which is crucial to ascertain when an online purchasing and selling transaction takes place as opposed to a face-to-face one. In addition, even when the price and material have not been paid for, and the goods have not yet been delivered, a sale and purchase agreement is enforceable under Article 1458 of the Civil Code. This type of agreement for online purchasing and selling can take many different forms. Single click and "double click to three click" are employed techniques or patterns. Each has unique qualities.²⁶ Generally speaking, these three patterns reflect a statement of agreement from one side to a statement from another. Thus, the terms of Article 1458 of the Civil Code still apply even though this online sale and purchase agreement is not executed through a traditional in-person meeting between the seller and the buyer. When one party accepts the other's

²⁰. Djaja S. Meliala, "Development of Civil Law regarding Objects and Engagement Law," (Bandung: Nuansa Aulia, 2019), page. 56.

²¹. Languyu, N. (2015). "Kedudukan Hukum Penjual dan Pembeli dalam Bisnis Jual Beli Online." *Lex et Societatis*, 3 (9). Page 97. DOI: <https://doi.org/10.35796/les.v3i9.10173>.

²². Nurhilmayah, "Civil law," (Medan : Multi Global Makmur, 2020), page. 118.

²³. Usman, T. (2020). "Keabsahan Tanda Tangan Elektronik Pada Perjanjian Jual Beli Barang dari Perspektif Hukum Perdata." *Indonesia Private Law Review*, 1(2), 87-98. Page 92. DOI: [10.25041/iplr.v1i2.2058](https://doi.org/10.25041/iplr.v1i2.2058).

²⁴. Salim HS, "Contract Law (Agreements, Loans, and Grants)." (Jakarta: Sinar Grafika, 2016) page. 1.

²⁵. A. A. Hakiki, Wijayanti, A., & Kharismasari, R. (2017). Perlindungan hukum bagi pembeli dalam sengketa jual beli online. *Justitia Jurnal Hukum*, 1(1). Page 121. DOI: <https://doi.org/10.30651/justitia.v1i1.596>.

²⁶. P.N.H. Simanjuntak, "Principles of Indonesian Civil Law," (Jakarta : Djambatan, 2017), page. 336-337.

statement of the agreement's principal terms, that agreement is said to have taken place. An agreement (statement of will) between the parties is based on this declaration.²⁷

Like in conventional buying and selling, even though the material and price have not yet been delivered or paid, the sale and purchase agreement is considered to have taken place as soon as the parties agree on the goods' description and price.²⁸ Similar to this, unless otherwise agreed, an e-commerce-based purchasing and selling agreement begins and enters into force when an agreement is established between the parties. The agreement occurs when the transaction offer sent by the Sender is received and approved by the Recipient. So, in other words, an electronic agreement is born when a transaction offer is sent by the Sender and accepted by the Recipient.

Unless otherwise agreed, the time for sending electronic information and/or electronic documents is determined when the electronic information and/or electronic documents have been sent with the correct address by the Sender to an electronic system designated or used by the Recipient and have entered an electronic system located outside control of the Sender and if not agreed otherwise, the time of receipt of electronic information and/or electronic documents is determined when the electronic information and/or electronic documents enter the electronic system under the control of the authorized Recipient.²⁹

From the description above, the author can say that the validity and binding of an electronic sales and purchase agreement occurs to the parties' wishes. However, if the parties do not determine when an agreement must be reached, then the provisions in the ITE Law and its implementing regulations are the ones that apply. This is followed by the sender's (seller) obligation to give consumers a time limit to return the goods if the goods sent do not match what was agreed upon or have hidden defects. This provision provides legal protection and certainty that electronic agreements are binding on the parties and have the same legal consequences as conventional agreements.

E-commerce agreements must meet the legal requirements for electronic contracts as regulated in statutory regulations. The conditions for the validity of an agreement, namely the first condition (the existence of an agreement) and the second condition (the existence of skills), which are regulated in Article 1320 of the Civil Code, are called subjective conditions because they are inherent in the person who is the subject of the agreement.³⁰ The agreement can be cancelled if the above conditions are unmet (*vernietigbaar*). As long as it is not cancelled, the agreement remains binding. The agreement is cancelled (*vernietigbaar*), which means it continues as long as the parties or third parties related to the agreement have not requested cancellation and it is decided to be cancelled. Meanwhile, relating to the third condition, namely the existence of a sure thing or object of the agreement and the fourth (the existence of a permitted cause), which is regulated in Article 1320 of the Civil Code, is called an objective condition because it concerns something that is the object of the agreement.³¹

²⁷. R. S. Harun, Dunga, W. A., & Tome, A. H. (2019). "Implementasi Asas Itikad Baik Dalam Perjanjian Transaksi Jual Beli Online." *Jurnal Legalitas*, 12 (2), 94-103. Page 95. <https://journal.fhukum.uniku.ac.id/letterlijk/article/view/103>.

²⁸. R. Subekti, "Basics of Civil Law," (Jakarta: Intermassa, 2016) page. 135.

²⁹. Wirjono Prodjodikoro, "Principles of Contract Law", (Jakarta: Ghalia Indonesia, 2016), page. 14.

³⁰. Mariam Darus Badruzaman, "Civil Code Book III," (Bandung : Alumni, 2016), page.99.

³¹. Ahmad Ansyari Siregar Siregar, (2019). "Keabsahan jual beli online shop di tinjau dari undang-undang nomor 19 tahun 2016 perubahan atas undang-undang no 11 tahun 2008 tentang informasi dan transaksi elektronik (ITE)." *Jurnal Ilmiah Advokasi*, 7(2), 109-125. Page 115. DOI: [10.36987/jiad.v7i2.1339](https://doi.org/10.36987/jiad.v7i2.1339).

If this condition is not fulfilled, the agreement will be null and void (*nietigheid/nietigvan rechts wege*). It is null and void (*nietigheid/nietigvan rechts wege*), which means that the agreement is deemed to have never existed, so there is no basis for suing each other before a judge (court). Even though an agreement is based on the conditions for the validity of the agreement, the agreement will have consequences. The consequences of this agreement are regulated by Article 1338 of the Civil Code. In this regard, Subekti said that the principle of freedom of contract allows making agreements or contracts of any content and type as long as they do not conflict with the law, morality and public order. Thus, the author understands that individual freedom allows him to contract. The open nature of Book III of the Civil Code means that the Civil Code allows for agreements that have not been regulated in the Civil Code, so parties can make agreements that have not been concretely regulated but are still by the principles and conditions of valid agreements in the Civil Code, in other words, it is permissible – ignoring the rules contained in the third book.

So, with this, the principle of freedom of contract is obvious in e-commerce contracts. Contracts in e-commerce are the result of an agreement between the parties involved in it, even though, in reality, the contract is not the result of balanced negotiations between the two parties but a form of contract that can be categorized as a standard contract where the contract existed before there was an agreement, in which one party makes an offer to the other party, and then the other party agrees to the contract so that the application of the principle of consensual according to Indonesian contract law establishes the principle of freedom of contract. So, if seen from the context, this agreement is more accurately said to be an electronic contract because it is done through an electronic system. Judging from the content, electronic contracts are the same as ordinary agreements, so they must follow the rules in the Civil Code.³²

Risk, in its definition, is the obligation to bear losses caused by an event (event) beyond the fault of one of the parties. For example, goods being bought and sold are damaged in transit because the transportation service used has an accident in the middle of the journey.³³ The issue of risk is based on the occurrence of events beyond the fault of either party. Such events in contract law are called “Force Majeure” (*Force Majeure*) in a legal term. This risk results from problems regarding force circumstances or unintentional and unpredictable events. Default is a form of action that can harm consumers and business actors. This action often occurs in conventional buying and selling transactions or in online buying and selling transactions carried out via electronic media. On the consumer lies the obligation to fulfil performance, and if he does not carry out this obligation not because of compelling circumstances, then the consumer is considered to have broken his promise. Default is when the debtor does not fulfil the achievements (breaks his promise) agreed upon.

In their broad formulation, scholars define default as follows: “Default is an event or situation in which the debtor has not fulfilled his obligation to fulfill his obligations properly, and the debtor has an element of fault for it.” An act of default by one of the parties violates the agreement’s

³² A. H. Nurlette, Rahman, S., & Yunus, A. (2021). “Keabsahan Perjanjian Jual Beli Kosmetik Secara Online.” *Journal of Lex Generalis (JLG)*, 2(3), 1516-1528, page 1522. <http://www.pasca-umi.ac.id/index.php/jlg/article/view/458>.

³³ Ahmad Ansaryi Siregar Siregar, (2019). “Keabsahan jual beli online shop di tinjau dari undang-undang nomor 19 tahun 2016 perubahan atas undang-undang no 11 tahun 2008 tentang informasi dan transaksi elektronik (ITE).” *Jurnal Ilmiah Advokasi*, 7(2), 109-125. Page 115. DOI: [10.36987/jiad.v7i2.1339](https://doi.org/10.36987/jiad.v7i2.1339).

contents and automatically violates the law. An act of default committed by one of the parties can make the agreement null and void because the agreement they make is the law for them, and the law should be obeyed and upheld so that consequences do not occur that could harm other people and violate the law. Not only are acts of default that often occur in sales and purchase agreements through online shops, but also acts against the law, which, by looking at the actions of the perpetrators, are thought to violate the law, conflict with other people's rights, conflict with morality, and public order.

These things cannot be avoided in practice, especially in sales and purchase agreements made through online shops. Agreements are made only through messages sent via electronic media, so actions that cause harm to other people cannot be avoided because, in the system, this kind of sale and purchase agreement is only a bond of trust that is made in the form of an agreement through messages via electronic media. If an act of default occurs in buying and selling transactions carried out through online shops, which could harm other people, it can be resolved by the legal rules contained in Article 39 of the Law on ITE, which reads: "The provisions of the Legislative Regulations carry out civil lawsuits." Indeed, this article only explains that resolving civil disputes must use the civil law rules contained in the Civil Code because this law does not explicitly regulate the settlement system.

The consequences of cancelling the agreement are regulated in Articles 1451 and 1452 of the Civil Code. The legal consequence of cancelling a contract is a return to the original position as it was before the agreement occurred.³⁴ The consequences of cancelling the agreement can be seen from two perspectives. First, cancellation of an agreement violates the subjective conditions for its validity so that the agreement can be cancelled, and second, cancellation of an agreement that violates the objective conditions of the agreement, which is null and void by law. The conditions for cancelling an agreement are that the agreement you want to cancel must be reciprocal, namely an agreement that gives rights and obligations to both parties, the cancellation is carried out through the court so that the person who cancels the agreement is through a judge's decision, and there must be a default. The agreement can be cancelled if it does not comply with the subjective and objective terms regulated in Article 1320 of the Civil Code.

The consequence of an agreement that can be cancelled is that one of the parties can request the cancellation of the agreement. The agreement will remain binding on the parties if it is not cancelled by a judge with the right to request cancellation at the party's request. The right to request cancellation of the agreement, demand restoration, and even compensation are the rights of parties who feel disadvantaged. In contrast, other parties who have already received achievements from other parties must return them. Meanwhile, the legal consequences of an agreement that is null and void are that the agreement is deemed void or even that the agreement is deemed not to exist and never occurred in the first place.

A further consequence of cancelling the agreement is that if, after cancellation, one party does not carry out its obligation to return what it has obtained, the other party can file a lawsuit. This is solely to carry out the purpose of cancellation, namely, returning the situation to the way it was before the agreement occurred.³⁵ The legal consequences for the parties in a sales and purchase

³⁴ Agus Yudha Hernoko, "Law of Agreement Principle of Proportionality in Commercial Contracts," (Jakarta: Kencana, 2010), page. 294.

³⁵ Celina Tri Siwi Kristiyanti, "Consumer Protection Law," (Jakarta : Sinar Grafika, 2016), page. 92.

agreement via e-commerce that are not in accordance with what was agreed according to the Civil Code can be canceled or the seller provides compensation to the consumer.

4. Conclusion

An agreement is declared to have arisen when an agreement or agreement is reached between two parties regarding a primary matter, which is the object of the agreement. This also applies to contracts (agreements) that are made electronically. In conventional society, an agreement is based on conformity of will. A meeting of wills requires the presence of both parties to agree on what has been agreed. Online sales and purchase agreements between parties with different legal systems remain valid. This can be seen, even though there are different legal systems, the agreement occurs because there is a prior agreement between the parties, where when they want to enter into an e-commerce contract, the parties can determine the choice of law and the choice of forum which will be the basis for implementing e-commerce and become a second agreement. Parties if a dispute arises in the future.

The consequence of an agreement that can be cancelled is that one of the parties can request the cancellation of the agreement. The agreement will remain binding on the parties if it is not cancelled by a judge with the right to request cancellation at the request of the party. Meanwhile, the legal consequences of an agreement that is null and void are that the agreement is deemed void or even that the agreement is deemed not to exist and never occurred in the first place. A further consequence of cancelling the agreement is that if, after cancellation, one party does not carry out its obligation to return what it has obtained, the other party can file a lawsuit. The legal consequences for the parties in a sales and purchase agreement via e-commerce that are not what was agreed upon according to the Civil Code can be cancelled, or the seller can compensate the consumer.

5. References

- Ardiyok, Sahin, *Türk Rekabet Hukukunda En Çok Kayrılan Müşteri Koşulu: Yemek Sepeti-I, Booking.com Kararları ve Dikey Anlaşmalara İlişkin Kılavuz (Most Favoured Customer Clauses in Turkish Competition Law: Yemek Sepeti-I, Booking.com Decisions and the Guideline on Vertical Agreements)* (March 5, 2021). Available at SSRN: <https://ssrn.com/abstract=3820048> or <http://dx.doi.org/10.2139/ssrn.3820048>.
- Arikunto, Suharsimi, *"Research Procedures A Practical Approach,"* (Jakarta : Rineka Cipta, 2003).
- Badruzaman, Mariam Darus, *"Civil Code Book III,"* (Bandung: Alumni, 2016).
- Djaja, S. Meliala, *"Development of Civil Law regarding Objects and Engagement Law,"* (Bandung: Nuansa Aulia, 2019).
- Ervina, Ervina, Kartina Pakpahan, and Elvira Fitriyani Pakpahan. 2024. "Supervision of Goods Resulting from Trade With Non-Trade Online Deposit Business Activities (Permenkeu No. 96 of 2023)". *International Journal of Business, Law, and Education* 5 (2): 1799-1805. <https://doi.org/10.56442/ijble.v5i2.752>.
- Hakiki, A. A., Wijayanti, A., & Kharismasari, R. (2017). "Perlindungan hukum bagi pembeli dalam sengketa jual beli online." *Justitia Jurnal Hukum*, 1(1). DOI: <https://doi.org/10.30651/justitia.v1i1.596>.
- Hartono, Laksamana V. Z., and Paramita Prananingtyas. "Aspek Hukum Perjanjian Dalam Transaksi Jual Beli Secara Online." *Notarius* 16, no. 3 (2023): 1361-1375. Accessed January 22, 2025. <https://doi.org/10.14710/nts.v16i3.41327>.

- Harun, R. S., Dunga, W. A., & Tome, A. H. (2019). "Implementasi Asas Itikad Baik Dalam Perjanjian Transaksi Jual Beli Online." *Jurnal Legalitas*, 12(2), 94-103. <https://journal.fhukum.uniku.ac.id/letterlijk/article/view/103>.
- Hasan, M. Iqbal, "Main Materials of Research Methods and Their Applications, Print. I," (Jakarta : Ghalia Indonesia, 2002).
- Herdiansyah, Haris, "Qualitative Research Methodology for the Social Sciences," (Jakarta: Salemba Humanika, 2011).
- Hernoko, Agus Yudha, "Law of Agreement Principle of Proportionality in Commercial Contracts," (Jakarta: Kencana, 2010).
- Idayanti, Soesi, Toni Haryadi, and Evi Indriasari. 2021. "Online Dispute Resolution (Odr) as an Alternative For Electronic Transaction Dispute Settlement". *Wacana Hukum* 27 (2):18-25. <https://doi.org/10.33061/wh.v27i2.5882>.
- Khotimah, Cindy Aulia, Jeumpa Crisan Chairunnisa, "Legal Protection for Consumers in Online Buying and Selling Transactions (E-Commerce)", *Business Law Review*, Volume. 1, No. 1, 2017. DOI: <https://doi.org/10.14710/jhp.11.1.71-81>.
- Kristiyanti, Celina Tri Siwi, "Consumer Protection Law," (Jakarta: Sinar Grafika, 2016).
- Languyu, N. (2015). "Kedudukan Hukum Penjual dan Pembeli dalam Bisnis Jual Beli Online." *Lex et Societatis*, 3(9). DOI: <https://doi.org/10.35796/les.v3i9.10173>.
- Madlberger, Maria, and Sabine Matook. 2017. "Theorizing E-Commerce Business Models: On the Impact of Partially and Fully Supported Transaction Phases on Customer Satisfaction and Loyalty". *Australasian Journal of Information Systems* 21 (March). Australia. <https://doi.org/10.3127/ajis.v21i0.1426>.
- Mayasari, Dwi, I Dewa Ayu, and Dewa Gde Rudy. 2021. "Urgensi Rekonstruksi Pengaturan Praktek Perjanjian Perdagangan Melalui E-Commerce". *Jurnal Komunikasi Hukum (JKH)* 7 (1) DOI: 235-51. <https://doi.org/10.23887/jkh.v7i1.31473>.
- MN, Achmad Zainuddin, Junaidi Junaidi, and Renaldy Dwi Putra. 2018. "Design of E-Commerce Payment System at Tokopedia Online Shopping Site". *APTISI Transactions on Management* 1 (2): 143-55. DOI: <https://doi.org/10.33050/atm.v1i2.666>.
- Nazir, Moh., "Research Methods," (Bogor: Ghalia Indonesia, 2013).
- Nurhilmiyah, "Civil law," (Medan: Multi Global Makmur, 2020), page. 118.
- Nurlette, A. H., Rahman, S., & Yunus, A. (2021). "Keabsahan Perjanjian Jual Beli Kosmetik Secara Online." *Journal of Lex Generalis (JLG)*, 2(3), 1516-1528. <http://www.pasca-umi.ac.id/index.php/jlg/article/view/458>.
- P.N.H. Simanjuntak, "Principles of Indonesian Civil Law," (Jakarta: Djambatan, 2017).
- Prymachenko H., Hryhorova Ye. (2020) "Research status of automation of logistics transport and distribution processes". Intellectualization of logistics and Supply Chain Management. [Online], vol.1, p.39-50, available at: <https://smart-scm.org/en/journal-1-2020/hanna-prymachenko-yelyzaveta-hryhorova-research-status-of-automation-of-logistics-transport-and-distribution-processes/> (Accessed 04 Apr 2020). DOI: <https://doi.org/10.46783/smart-scm/2020-1-4>.
- Putra, Unggul Pambudi, and Java Creatiity, "Successful Buying and Selling Online," (Jakarta: Elex Media Komputindo, 2017).
- Raditio, Resa, "Legal Aspects of Electronic Transactions," (Yogyakarta: Graha Ilmu, 2017).
- Reich, Arie, "Should Forum Selection Clauses in Agreements of International Websites Be Enforced? - A Proposed New Model" (September 6, 2021). *Bar Ilan University Faculty of*

Law Research Paper No. 21-28, Available at SSRN: <https://ssrn.com/abstract=3918229> or <http://dx.doi.org/10.2139/ssrn.3918229>.

Salim HS, *Contract Law (Agreements, Loans, and Grants)*, (Jakarta: Sinar Grafika, 2016).

Sirait, Resmaya Agnesia Mutiara, Adhytia Nugraha, Yenny Aman Serah, and Samuel Marpaung. "Electronic Stamp Validity: Cyber Law Perspective on the Effectiveness of E-Stamp Usage in E-Commerce Transactions". *Reformasi Hukum* 28 (1) 2024: 70-79. <https://doi.org/10.46257/jrh.v28i1.1036>.

Siregar, Ahmad Ansyari, "The Validity of Online Shop Buying and Selling is Reviewed by Law Number 19 of 2016 Amendment to Law No. 11 of 2008 concerning Information and Electronic Transactions (ITE)", *Advocacy Scientific Journal*, Volume 7, No. 2, September 2017. DOI: [10.36987/jiad.v7i2.1339](https://doi.org/10.36987/jiad.v7i2.1339).

Soekanto, Soerjono, and Sri Mamudji, *"Normative Legal Research A Brief Overview"*, (Jakarta: Raja Grafindo Persada, 2006).

Soemitro, Ronny Hanitijo, *"Legal Research Methodology and Jurimetry"*, (Jakarta : Ghalia Indonesia, 1982).

Subekti, R., *"Basics of Civil Law"*, (Jakarta: Intermassa, 2016).

Usman, T. (2020). "Keabsahan Tanda Tangan Elektronik Pada Perjanjian Jual Beli Barang Dari Perspektif Hukum Perdata." *Indonesia Private Law Review*, 1(2), 87-98. DOI: [10.25041/iplr.v1i2.2058](https://doi.org/10.25041/iplr.v1i2.2058).

Wirjono Prodjodikoro, *"Principles of Contract Law"*, (Jakarta: Ghalia Indonesia, 2016).
