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LEGAL ANALYSIS OF DIGITAL AGREEMENTS BETWEEN SELLER AND BUYER IN TRANSACTIONS-COMMERCE

ANALISIS HUKUM PERJANJIAN DIGITAL ANTARA PENJUAL DAN PEMBELI DALAM TRANSAKSI E-COMMERCE

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ABSTRACT
Advances in information technology have led to significant changes in the way people conduct buying and selling transactions, with digital agreements through e-commerce platforms becoming more commonplace. This study aims to evaluate the legality, binding force, and legal protection afforded to digital agreements between sellers and buyers in e-commerce transactions, in accordance with applicable Indonesian law. The method used in this study is normative juridical with a qualitative approach, emphasizing the analysis of laws and regulations such as the Civil Code (KUHPerdata), the Electronic Information and Transactions Law (UU ITE), and the Consumer Protection Law. The research findings indicate that digital agreements in e-commerce have the same legal force as traditional agreements provided they meet the requirements for a valid agreement, namely agreement, capacity of the parties, a clear object, and a legitimate cause. However, the implementation of digital agreements faces several challenges, such as issues of identity of the parties involved, electronic proof, and consumer protection from the risk of contract failure and fraud. Therefore, it is necessary to strengthen regulations, improve digital understanding, and develop adaptive dispute resolution mechanisms so that the principles of legal certainty and consumer protection can be optimally realized in digital transactions.
Keywords: Digital Agreements, E-commerce, Legal Validity, Consumer Protection, Electronic Transactions

ABSTRAK
Perkembangan dalam bidang teknologi informasi telah menyebabkan perubahan besar dalam cara orang melakukan transaksi jual beli, dengan kesepakatan digital melalui platform e-commerce menjadi lebih umum dalam masyarakat. Penelitian ini bertujuan untuk mengevaluasi legalitas, kekuatan mengikat, serta perlindungan hukum yang diberikan terhadap perjanjian digital antara penjual dan pembeli dalam transaksi e-commerce, sesuai dengan ketentuan hukum yang berlaku di Indonesia. Metode yang dipakai dalam penelitian ini adalah yuridis normatif dengan pendekatan kualitatif, yang lebih menekankan pada analisis terhadap peraturan perundang-undangan seperti Kitab Undang-Undang Hukum Perdata (KUHPerdata), Undang-Undang Informasi dan Transaksi Elektronik (UU ITE), serta Undang-Undang Perlindungan Konsumen. Temuan penelitian menunjukkan bahwa perjanjian digital dalam e-commerce memiliki kekuatan hukum yang sama dengan perjanjian tradisional asalkan memenuhi syarat sahnya perjanjian, yakni adanya kesepakatan, kecakapan para pihak, objek yang jelas, dan sebab yang sah. Namun, pelaksanaan perjanjian digital menghadapi sejumlah tantangan, seperti masalah identitas pihak-pihak terkait, pembuktian secara elektronik, serta perlindungan konsumen dari risiko gagal memenuhi kontrak dan penipuan. Oleh karena itu, diperlukan penguatan regulasi, peningkatan pemahaman digital, dan mekanisme penyelesaian sengketa yang adaptif agar prinsip kepastian hukum dan perlindungan konsumen dapat terwujud secara optimal dalam transaksi digital.
Kata Kunci: Perjanjian Digital, E-commerce, Keabsahan Hukum, Perlindungan Konsumen, Transaksi Elektronik

1. INTRODUCTION

Internet usage in Indonesia is experiencing rapid growth, driving a shift from a traditional economy to a digital one. Trading activities no longer rely solely on face-to-face interactions but have shifted to online platforms.platformdigital that allows transactions between sellers and buyers onlineonlineThis development has opened up more business opportunities, increased marketing effectiveness, and created a vibrant digital economy community. However, behind this convenience, new challenges have emerged, such as product mismatches, fraud, and weak consumer protection in online transactions.

Data from YLKI shows that there are many complaints from consumers regarding e-commerce, ranging from non-conforming goods to fraud cases. This demonstrates the importance of better oversight and legal protection to provide consumers with a sense of security during digital transactions. On the other hand, although Indonesian regulations recognize the existence of electronic signatures through the ITE Law, they are still considered incomplete in regulating the validity of digital agreements in the financial sector.e-commerce.

Internationally, some countries, such as the United States, have clear regulations regarding the validity of digital agreements and electronic signatures. Meanwhile, Indonesia, despite having received legal recognition under the ITE Law, has regulations governing the validity of digital agreements in transactions e-commerce still considered inadequate and needs to be adjusted to technological advances. This study aims to examine the validity of digital agreements between sellers and buyers in transactions.e-commercein Indonesia. The main focus of this research is the application of contract law principles, the validity of electronic signatures, and legal protection for consumers and businesses. This research is expected to contribute to strengthening the legal framework and creating fairness in digital transactions in today's economic era.

The theoretical basis of this study refers to Article 1320 of the Civil Code which stipulates that there are two elements, namely subjective and objective, that must be present for an agreement to be considered valid, and this remains relevant in the context of electronic transactions. Law No. 11 of 2008 concerning Electronic Information and Transactions (UU ITE) which regulates the validity of contracts made electronically and the acceptance of electronic signatures as valid evidence, provided that they meet the specified legal provisions. Law No. 8 of 1999 concerning Consumer Protection (UUPK) which provides legal protection for consumers in digital transaction activities.

Similar research that has been conducted is research entitled "Legal Review of the Purchase of Goods ThroughE-Commerce"Shopee Mismatched Orders in Indonesia" by Nozelina Nurul Oceani Nusry (2022) conducts a specific study on the problems that arise when consumers receive goods that do not match their orders on the Shopee platform. Its primary focus is on sellers' legal responsibilities and consumer protection as regulated by the Consumer Protection Law. Furthermore, this study examines dispute resolution methods on Shopee, including the refund and return process. Unlike this work, which has a broader scope, the aforementioned study is more limited to cases of mismatched goods. Meanwhile, ongoing research examines the validity of digital agreements in general across various platforms.e-commerce, as well as assessing the legal force of digital agreements in online transactions more comprehensively.

2. LITERATURE REVIEW

This literature review examines various important theories that form the basis of the research, namely consumer protection theory, agreement theory, legal certainty theory, and a general review of digital agreements ande-commerce. According to Az. Consumer protection law is a special part of consumer law that aims to regulate and protect consumer rights when interacting with business actors, especially when there is inequality between the two. This protection is emphasized in Law No. 8 of 1999 concerning Consumer Protection, which ensures legal certainty and determines the responsibility of business actors for losses experienced by consumers. On the other hand, the theory of agreements stated in Article 1313 of the Civil Code (KUHPerdata) explains that an agreement is a legally binding agreement between two or more parties, with valid conditions that include agreement, capacity, certain objects, and legitimate causes. According to Soerjono Soekanto, the principle of legal certainty emphasizes the need for clear and consistent legal norms, so that society can feel safe and orderly in interacting.

In the digital world, digital agreements have their own characteristics, namely they are carried out electronically without the need for face-to-face meetings, and are recognized by law in accordance with the Electronic Information and Transactions Law (ITE Law) which states that electronic contracts have valid legal force if they meet the conditions specified in the agreement.E-commerceWhile online business models offer convenience and flexibility in transactions, they also require adequate legal protection for consumers and businesses, including the right to accurate information, personal data security, the right to goods as ordered, and efficient dispute resolution mechanisms. This legal protection also includes measures to prevent consumer fraud, legal certainty for digital contracts, intellectual property protection, and the security of electronic systems used in online transactions. Therefore, this literature review establishes a strong conceptual framework for analyzing the validity and legal protection of digital agreements in e-commerce transactions.

3. METHODS

This research applies the normative juridical method with a qualitative research type. The normative juridical method focuses on the study of written regulations and existing legal norms, thus making it a literature study that relies on secondary data from primary legal sources (the Civil Code, the ITE Law, the Consumer Protection Law), secondary sources (journals, theses), and tertiary sources (legal encyclopedias). Qualitative research aims to provide an in-depth description of the facts and characteristics of the object under study in narrative form.

The data used consists of primary, secondary, and tertiary legal materials, collected through literature research techniques. This process involves searching various relevant literature, regulations, journals, and other documents. After the data is collected, analysis is conducted using qualitative descriptive analysis techniques, which include data reduction (selection and grouping), data presentation (narratives and diagrams), and inductive conclusion drawing. This analysis aims to describe and analyze legal provisions related to digital agreements between sellers and buyers in transactions.e-commerce, comparing legal theory with existing regulations, and evaluating legal practice through real-life examples, such as Mrs. Suhai Ningsih's experience receiving defective goods. Therefore, this method ensures an in-depth analysis of the validity, legal implications, and legal loopholes in digital agreements and consumer protection in the digital age.e-commerce.

4. RESULTS AND DISCUSSIONS

4.1. Validity of Digital Agreements between Sellers and Buyers in TransactionsE-Commerce.

The results and discussion of this study emphasize the importance of the validity of digital agreements between sellers and buyers in transactions.e-commerceas the basis for legal certainty and protection of rights for both parties. This study analyzes various important regulations, such as Article 1320 of the Civil Code which stipulates the valid conditions of an agreement (agreement, ability, clear object, and valid reason), Law Number 11 of 2008 on Electronic Information and Transactions (UU ITE) which recognizes the legal validity of electronic contracts and digital signatures, and Law Number 8 of 1999 on Consumer Protection which regulates consumers' rights to receive compensation if the goods received do not match the order. Real cases such as the experience of Mrs. Suhai Ningsih who received goods that did not match the order at one of theplatform e-commercebe a common example of problems in transactions online, including a lack of transparency and honesty on the part of the seller.

An examination of the provisions of Article 4 letter h, Article 8, and Article 19 of the Consumer Protection Law shows that these regulations provide sufficient legal protection for consumers, but their effectiveness is highly dependent on the awareness of business actors and the existence of a fast and fair dispute resolution mechanism. Article 28 paragraph (1) and Article 9 of the ITE Law also function as important tools in protecting consumers from misleading information, and require business actors to provide accurate product information, although law enforcement against violations of Article 9 still faces problems due to the lack of firm sanctions.

From a Civil Code perspective, Articles 1504 and 1457 emphasize the seller's liability for invisible defects and non-conformity of goods to the agreement, as well as the buyer's right to demand compensation or rescind the contract. Article 1320 of the Civil Code serves as the primary basis for assessing the validity of digital agreements, but significant challenges lie in the process of proving and enforcing the law in transactions that are often anonymous and cross-jurisdictional. Technical issues such as the acceptance of digital signatures in court and the cost of technology also pose obstacles.

In its theoretical analysis, this study links its findings to Az. Nasution's Consumer Protection Theory, which emphasizes that legal protection serves as a means of prevention and balances the position of weaker consumers and economically stronger business actors. Furthermore, the theory of contract law emphasizes the principles of consensualism, good faith, and freedom of contract as the basis for the validity of agreements, which must be applied in the digital context. This study concludes that although the legal framework is in place, effective enforcement and dispute resolution mechanisms are essential to ensure legal protection in digital agreements.e-commercecan run optimally and provide justice for all parties involved.

4.2. Basic Application of Legal Certainty in Digital Agreements between Sellers and Buyers in Transaction E-Commerce.

Rapid developments in information and communication technology have changed the way of trading from conventional methods to online transactions via websites.e-commerceThis change provides easier access and expands the market, but also creates new legal challenges, particularly regarding the legitimacy and certainty of digital agreements between sellers and buyers. In this case, the functionplatform e-commerceThe role of the intermediary is crucial, offering a complaint system and dispute resolution mechanisms. However, the effectiveness of this mechanism still needs to be improved to ensure maximum consumer protection, from complaint verification and the return and refund process, to mediation and legal action if internal solutions fail. Both sellers and platforms have shared responsibilities; sellers must ensure that goods match their descriptions, while platforms are required to provide an easily accessible and fair complaints system.

This study found ten main indicators for implementing the principle of legal certainty in digital e-commerce agreements.

1. The legal capacity of the parties is an important indicator to guarantee the validity of the transaction, especially through identity verification which shows awareness and responsibility in accordance with Article 1320 of the Civil Code.
2. Clarity about the object of the agreement requires a detailed and precise product description so that buyers can understand the goods or services they will receive, in accordance with the principle of object clarity in the Civil Code.
3. Accessibility and clarity of the agreement's contents ensure that consumers can easily read and understand the terms and conditions, in accordance with the Consumer Protection Law and the ITE Law.
4. Legitimate reasons require that the agreement does not conflict with applicable laws and norms.

5. Consumer protection includes contractual rights, seller obligations regarding product quality, and fair and efficient dispute resolution, as regulated in the Consumer Protection Law.
6. Proof for electronic transactions is very important because direct physical evidence is not available; the ITE Law recognizes the power of electronic deeds as valid evidence.
7. The terms of electronic offer and acceptance confirm that digital communication is a valid method for forming contracts as long as it complies with the provisions of the Civil Code and the ITE Law.
8. The seller's obligation to fulfill the agreement in good faith and transparently is the basis for legal protection and transaction certainty.
9. The principle of good faith is fundamental to ensuring openness and honesty, preventing fraud and breach of contract.
10. Having a mechanism for resolving disputes quickly and effectively, both on the platform and through formal legal channels, is key to maintaining legal certainty and justice for all parties.

The principle of legal certainty, as stated by Soerjono Soekanto, requires clear, definite, and predictable rules so that people feel safe and orderly in their legal interactions. In digital agreements, this principle requires clarity of rights and obligations, contract content, transaction procedures, and transparent and effective dispute resolution methods. This is a real-life case, experienced by Ms. Suhai Ningsih, where she received goods that did not match her order.platform e-commerce, is a relevant example of the importance of implementing the principle of legal certainty. This case demonstrates how ambiguity in the implementation of digital agreements can lead to disputes that harm consumers and undermine trust in the trading system.online.

Although the principle of legal certainty is fundamental, the author believes that Soerjono Soekanto's view is not entirely appropriate to the current context of digital transactions. The mere existence of firm and reliable regulations is insufficient to protect consumers, given the ever-changing, complex nature of digital transactions, involving multiple parties from various countries with diverse legal systems. Significant challenges arise in terms of evidence and law enforcement, which cannot be addressed by strict regulations alone. Therefore, more flexible and innovative legal mechanisms are needed, such as online dispute resolution and stronger consumer data protection. While the principle of legal certainty remains fundamental, the author recommends updates to legal theory and practice to better adapt to the characteristics and challenges of digital transactions, thereby making legal protection for consumers and businesses more efficient and responsive to changing times.

5. CONCLUSION

The conclusion of this study shows that the validity of electronic agreements between sellers and buyers in transactionse-commerceis an essential foundation for ensuring legal certainty and protecting the rights of both parties. Key provisions such as Article 1320 of the Civil Code, the Electronic Information and Transactions Law No. 11 of 2008, and the Consumer Protection Law No. 8 of 1999 collectively form a legal framework governing the validity of digital constructs, seller liability, and consumers' rights to compensation if goods do not match the order. However, the effectiveness of this protection depends heavily on the level of business awareness and the existence of a prompt and fair dispute resolution mechanism. Some key challenges that arise include the difficulty of providing evidence in anonymous digital transactions involving multiple jurisdictions, as well as technical barriers such as the recognition of digital signatures in court. This study also links its findings to consumer protection theory, which highlights the importance of prevention and balancing the positions of consumers and businesses, as well as contract law principles such as consensualism, good faith, and freedom of contract in the digital realm. Therefore, despite the existence of a legal framework, efficient implementation of the law and dispute resolution mechanisms are essential for legal protection in digital agreements.e-commercecan function optimally and provide justice for all parties involved.

According to Soerjono Soekanto, the principle of legal certainty demands clear, precise, and predictable regulations so that people feel safe and orderly in their legal interactions. In the context of digital agreements, this requires clarity regarding rights and obligations, contract content, transaction processes, and transparent and efficient dispute resolution. The concrete example of Mrs. Suhai Ningsih's experience, who received goods that did not match her order, demonstrates the importance of implementing this principle to prevent conflict and maintain trust in online commerce. However, the author argues that Soerjono Soekanto's approach is not entirely appropriate for the dynamic, complex, and multi-jurisdictional context of digital transactions. Therefore, strict regulations alone are not sufficient to protect consumers; more flexible and innovative legal mechanisms are needed, such as online dispute resolution and strengthening consumer data protection. While the principle of legal certainty remains a key foundation, updates to legal theory and practice are needed to adapt to the characteristics and challenges of digital transactions, so that legal protection for consumers and businesses can be more effective and responsive to current developments.

Based on the analysis and research findings, it is recommended that the government and all relevant parties improve regulations governing digital transactions, particularly those related to consumer protection and the legitimacy of digital agreements. It is crucial to increase understanding of law and technology among businesses and consumers, so that everyone is aware of the rights, obligations, and risks inherent in e-commerce transactions. Furthermore, stricter oversight and a fast, transparent, and publicly accessible dispute resolution system are needed to ensure effective consumer protection. Law enforcement must be carried out consistently through preventative approaches such as education and outreach, as well as strict penalties for violations. As technology advances and digital transactions between countries increase, regulations on digital contracts need to be continuously updated and adapted to changing times. Online dispute resolution processes and consumer data protection must be strengthened to address the challenges of fast-paced and complex international transactions. E-commerce platforms must also improve the effectiveness of their complaint and handling systems to ensure consumers experience real protection. The principle of legal certainty, as explained by Soerjono Soekanto, must be adjusted so that it focuses not only on the certainty of written rules but also on adapting to innovation and change in the digital era. With these steps, it is hoped that the electronic transaction ecosystem in Indonesia can develop well, safely, fairly, and provide full trust to all parties involved.

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