



LEGAL PROTECTION OF CONSUMER AGREEMENTS IN ONLINE TRANSACTIONS REVIEWED FROM THE CIVIL CODE

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ABSTRACT

This study examines the legal guarantees for consumers in digital buying and selling activities through the perspective of the Civil Code (KUHPPerdata) and consumer dispute resolution in conducting electronic transactions (e-commerce). The legal approach used is a normative legal approach with primary legal materials, namely reviewing relevant regulations, such as Law Number 8 of 1999 concerning consumer protection, and Law 19 of 2016 concerning ITE. This study explores the role of the Civil Code and other supporting regulations as a legal basis for guaranteeing the rights of e-commerce users. The results of the study indicate that protection for consumers has basically been regulated in Law Number 8 of 1999 concerning Consumer Protection (UUPK). However, consumer protection in electronic transactions requires comprehensive legal instruments, including Law Number 11 of 2008 concerning Information and Electronic Transactions and Government Regulation Number 82 of 2018 concerning Electronic Systems and Transactions, particularly in resolving consumer disputes. Therefore, this study emphasizes the importance of legal education for consumers, as well as the need to strengthen oversight systems and law enforcement mechanisms to optimally protect consumer rights in online transactions.

A. INTRODUCTION

Agreements are a fundamental foundation of Indonesian civil law, where the principle of freedom of contract is a key principle in determining legal relationships between legal entities. In the Indonesian legal system,

which adheres to civil law principles, agreements not only provide the basis for creating obligations but also serve as a primary tool for ensuring legal certainty in civil transactions. One of the most common and vital forms of agreement in society is the sale and purchase agreement. Article 1320 of the Civil Code (*Kitab Undang Undang Hukum Perdata/KUHPerdata*) serves as the primary reference in determining the validity of an agreement, including a sale and purchase agreement.¹ This provision stipulates four requirements for a valid agreement: the consent of those who bind themselves, the capacity to enter into an agreement, a specific matter, and a lawful cause.²

The development of information and communication technology has revolutionized the socio-economic life of society globally, including in Indonesia. This transformation has given rise to a new form of trading activity known as online transactions or electronic commerce (e-commerce).³ Transactions that require only digital means and eliminate the physical presence of the parties involved provide easy access, time efficiency, and flexibility for consumers in meeting their needs for goods and services. However, behind this convenience, there are significant risks, particularly related to uncertainty and weak legal protections for consumers participating in online transactions.⁴

Philosophically, online transactions combine digital space and economic exchange, blurring the traditional boundaries between sellers and buyers and creating new expectations for consumers. This phenomenon raises a number

¹ Komang Frisma Indra Prastya, Ni Ketut Sari Adnyani, and Si Ngurah Ardhyia, "Tinjauan Yuridis Tentang Pelaksanaan Perjanjian Jual Beli Online Melalui E-Commerce Menurut Pasal 1320 KUHperdata Dan Undang-Undang Nomer 19 Tahun 2016 Tentang Informasi Dan Transaksi Elektronik," *Jurnal Komunitas Yustisia* 4, no. 2 (2021): 619.

² Lisa Caroline Pakpahan, Thereza Dwi Ningrum Siburian, Kezia Thasa Emteta Karina Bangun, Lestari Lumbanbatu, Tengku Salsabila, Nadira Zawani, Parlaungan Gabriel Siahaan, and Sri Hadiningrum, "Analisis Hukum Perjanjian Jual Beli Melalui E-Commerce Berdasarkan Kitab Undang-Undang Hukum Perdata (KUHPerdata)," *Jurnal Hukum Lex Generalis* 5, no. 4 (2024): 45. See too, Dinda Safira Devianda, Parlaungan Gabriel Siahaan, Dinda Ujung, Gresy Viarosa Saragih, Renata Sitohang, and Yuliana Kristina Sinurat, "Perlindungan Hukum Konsumen Dalam Transaksi Jual Beli Melalui E-Commerce Ditinjau Dari Perspektif Hukum Perdata Indonesia," *Didaktik: Jurnal Ilmiah PGSD STKIP Subang* 12, no. 02 (2026): 178.

³ Diego Fernando Seran, Andika Wijaya, and Satriya Nugraha, "Klausula Baku dalam Perjanjian Layanan Digital: Analisis Perbandingan Prinsip Hukum Perdata dan UU Perlindungan Konsumen," *Innovative: Journal Of Social Science Research* 5, no. 2 (2025): 3657. See too, Ni Luh Kadek Dwi Fenny Febriyanti, I. Nyoman Putu Budiarta, and Ni Made Spasutari Ujianti, "Penegakan Hukum dalam Penyelesaian Sengketa Transaksi Electronic Commerce," *Jurnal Interpretasi Hukum* 1, no. 1 (2020): 175.

⁴ Hulman Panjaitan, and Nindyo Pramono, "Legal protection of consumers in digital transactions," *Russian Law Journal* 11, no. 3 (2023): 1434. See too, Andi Arif Wijaya, Tumanggor Tumanggor, Dhaniswara K. Harjono, Hulman Panjaitan, "Regulating Pre-Project Sales of Strata Title Housing: Strengthening Consumer Protection and Legal Certainty in Indonesia," *Jurnal Pembaharuan Hukum* 13, no. 1 (2026): 97; M. Shidqon Prabowo, "The Role of Legal Knowledge in Strengthening Consumer Protection and Access to Justice," *Jurnal Pembaharuan Hukum* 12, no. 3 (2025): 486.

of normative issues: on the one hand, the law must provide certainty, fairness, and security for consumers; but on the other, the law often lags behind the pace of technological change and digital trade practices. This imbalance between *das sein* (the current legal reality) and *das sollen* (what should be the normative reality) underlies the importance of studying consumer legal protection in online transactions.⁵

Legally, Indonesia already has a primary legal umbrella in the form of Law Number 8 of 1999 concerning Consumer Protection (*Undang Undang Perlindungan Konsumen/UUPK*), which aims to provide legal certainty and protection for consumer rights.⁶ In addition, several other regulations, such as Law Number 11 of 2008 concerning Electronic Information and Transactions (*Undang Undang Informasi dan Transaksi Elektronik/UUITE*) and Government Regulations concerning electronic systems and transactions, also play a role in regulating aspects of protection in digital transactions. However, technological developments and the dynamics of online transaction practices have presented new challenges that have not been fully accommodated effectively by the existing legal framework.⁷

Various previous studies have shown that although the Consumer Protection Law (UUPK) and the Electronic Information and Transactions Law (UU ITE) regulate rights and obligations in online transactions, there are structural and implementation flaws that require academic and policy attention. For example, normative legal research has revealed the UUPK's lack

⁵ Fadhil Hayan Mochammad, "The Transformation of the Principle of Good Faith in Digital Agreements: A Civil Law Analysis of Consumer Protection in Electronic Contracts," *Golden Ratio of Law and Social Policy Review* 5, no. 2 (2026): 268.

⁶ Firyaa Shabrina Izazi, Priya Sajena, Ratnarisa Sashi Kirana, and Kristin Marsaulina, "Perlindungan Hukum Terhadap Konsumen Dalam Transaksi E-Commerce Melalui Undang-Undang Nomor 8 Tahun 1999 Tentang Perlindungan Konsumen Dan Peraturan Pemerintah (Pp) Nomor 80 Tahun 2019 Tentang Perdagangan Melalui Sistem Elektronik," *Leuser: Jurnal Hukum Nusantara* 1, no. 2 (2024): 9. See too, Rajali Rambe, Beby Sendy, and Hasdiana Juwita Bintang, "Perlindungan Hukum Bagi Konsumen yang Melakukan Transaksi Jual Beli Menggunakan E Commerce Ditinjau dari Undang-Undang Nomor 8 Tahun 1999 tentang Perlindungan Konsumen," *Innovative: Journal Of Social Science Research* 4, no. 3 (2024): 15350; Hanifah, Ujang Hibar, and Dian Samudra, "Jual Beli Online Dengan Sistem Pre-Order Berdasarkan Undang-Undang Nomor 8 Tahun 1999 Tentang Perlindungan Konsumen," *Jurnal Res Justitia: Jurnal Ilmu Hukum* 3, no. 1 (2023): 76.

⁷ Nanda Reyriski, Tri Reni Novita, Adawiyah Nasution, and Nelvitia Purba, "Perlindungan Hukum Bagi Konsumen Dalam Transaksi Jual Beli Online Dalam Perspektif Hukum Positif (UU No. 11 Tahun 2008 Tentang Transaksi Dan Informasi Elektronik)," *Al-Zayn: Jurnal Ilmu Sosial & Hukum* 4, no. 4 (2026): 1151. See too, M. Zaki Attirmidzi dan Rizka, "Perlindungan Hukum terhadap Konsumen dalam Sistem Transaksi Online Perspektif Undang-Undang Informasi dan Transaksi Elektronik," *Jurnal Supremasi* (2022): 97; Scolastika Vebriani, and Ayu Putu Laksmi Danyath, "Keabsahan Hukum Perjanjian Jual Beli Melalui E-Commerce Di Indonesia: Perlindungan Konsumen Dan UU ITE," *Kertha Desa: Journal Ilmu Hukum* 13, no. 10 (2025): 1008.

of adaptation to the specific characteristics of e-commerce, resulting in suboptimal legal protection for consumers in the digital ecosystem.⁸

In contemporary buying and selling practices, the valid conditions for an agreement as stipulated in Article 1320 of the Civil Code, which consist of the agreement of the parties, the capacity to enter into an agreement, a certain thing, and a lawful cause, are still used as a fundamental reference. However, developments in information technology have shifted many technical aspects of the agreement process. It is stated that electronic transactions remain subject to classical civil law principles, but the approach to proof and fulfillment of elements in the agreement has undergone a technology-based transformation.⁹ Agreements no longer take the form of a wet signature, but can instead be proven by clicking on the agreement, OTP (One Time Password), and digital log recording. The applicability of Article 1320 of the Civil Code in digital transactions must be read functionally: not in terms of form, but in terms of the essence of the agreement and the legitimacy of the parties involved.¹⁰

In electronic buying and selling transactions, legal regulations are still in place, which are basically contained in the ITE Law, which in its implementation is still guided by Book III of the Civil Code, especially with the validity of the agreement occurring with the valid conditions of the agreement listed in Article 1320 of the Civil Code.¹¹ Valid conditions in an agreement are always required in every buying and selling transaction, whether through conventional or electronic means. All agreements that are valid and legally enforceable as stated in Article 1338 of the Civil Code where the principle of

⁸ Fahrur Rojimanoro, Moh Sadam, Alip Rahman, and Anom Sutrisno, "Legal Protection for Consumers in E-commerce Transactions Based on the Consumer Protection Law," *Journal Transnational Universal Studies* 2, no. 12 (2024): 678. See too, Hulman Panjaitan, and Nindyo Pramono, "Legal protection of consumers in digital transactions," *Russian Law Journal* 11, no. 3 (2023): 1435; Fadhil Hayan Mochammad, "The Transformation of the Principle of Good Faith in Digital Agreements: A Civil Law Analysis of Consumer Protection in Electronic Contracts," *Golden Ratio of Law and Social Policy Review* 5, no. 2 (2026): 269.

⁹ Hanifah, Ujang Hibar, and Dian Samudra, "Jual Beli Online Dengan Sistem Pre-Order Berdasarkan Undang-Undang Nomor 8 Tahun 1999 Tentang Perlindungan Konsumen," *Jurnal Res Justitia: Jurnal Ilmu Hukum* 3, no. 1 (2023): 74.

¹⁰ Raharjo, "Interpretasi Baru Pasal 1320 KUHPerdata di Era Digital," *Jurnal Ilmu Hukum Digital*, 1 no. 2 (2022): 558. See too, Komang Frisma Indra Prastya, Ni Ketut Sari Adnyani, and Si Ngurah Ardhy, "Tinjauan Yuridis Tentang Pelaksanaan Perjanjian Jual Beli Online Melalui E-Commerce Menurut Pasal 1320 Kuhperdata Dan Undang-Undang Nomer 19 Tahun 2016 Tentang Informasi Dan Transaksi Elektronik," *Jurnal Komunitas Yustisia* 4, no. 2 (2021): 620.

¹¹ Lisa Caroline Pakpahan, Thereza Dwi Ningrum Siburian, Kezia Thasa Emteta Karina Bangun, Lestari Lumbanbatu, Tengku Salsabila, Nadira Zawani, Parlaungan Gabriel Siahaan, and Sri Hadiningrum, "Analisis Hukum Perjanjian Jual Beli Melalui E-Commerce Berdasarkan Kitab Undang-Undang Hukum Perdata (KUHPerdata)," *Jurnal Hukum Lex Generalis* 5, no. 4 (2024): 48. See too, Dinda Safira Devianda, Parlaungan Gabriel Siahaan, Dinda Ujung, Gresy Viarosa Saragih, Renata Sitohang, and Yuliana Kristina Sinurat, "Perlindungan Hukum Konsumen Dalam Transaksi Jual Beli Melalui E-Commerce Ditinjau Dari Perspektif Hukum Perdata Indonesia," *Didaktik: Jurnal Ilmiah PGSD STKIP Subang* 12, no. 02 (2026): 179.

freedom of contract states that anyone who makes an agreement may do so even though it has not been or is not regulated by law. Apart from this principle, freedom of contract is limited by three things, namely not being prohibited by law, not being contrary to morality, and not violating public order.¹²

Article 1320 of the Civil Code sets four validity requirements for an agreement: consent of the parties, legal capacity, a certain object, and a lawful cause. These requirements raise legal issues in e-commerce transactions, since business actors and consumers do not meet directly, making it difficult to determine precisely when consent occurs and, consequently, whether the agreement is civilly valid. This uncertainty leaves room for unforeseen problems, particularly breach of contract by business actors. In practice, business actors often make no meaningful effort to resolve such breaches, leaving consumers without adequate protection. The central issue is therefore whether existing contract law adequately accommodates the distinctive nature of online transactions.¹³

On the other hand, several empirical studies show that consumers are vulnerable to fraudulent practices such as misdescribed products, payment fraud, and the risk of personal data privacy violations. This reflects that the existing legal framework does not fully guarantee consumer rights effectively and responsively to the dynamics of digital commerce practices.¹⁴

Furthermore, aspects of law enforcement and dispute resolution in online transactions also show weaknesses, including disagreements over the validity of electronic contracts, unclear legal status of digital business actors, and the lack of effective mechanisms to resolve conflicts between consumers and e-commerce service providers. These findings indicate that the legal relationship between consumers and business actors, particularly in online transactions, remains vulnerable to conflict and represents a normative gray area.¹⁵

This study aims to examine the legal guarantees for consumers in digital buying and selling activities through the perspective of the Civil Code (KUHPerdata) and consumer dispute resolution in conducting electronic

¹² Abdulkadir Muhammad, *hukum perikatan* (Bandung: Citra Aditya Bakti, 2003), 84.

¹³ Nurul Afifah Mutmainnah, and Hadi Daeng Mapuna, "Peranan Restrukturisasi Dalam Akad Murābahah (Studi Kasus Putusan Nomor: 0293/Pdt. G/2017/PA. Gtlo)," *Qadauna: Jurnal Ilmiah Mahasiswa Hukum Keluarga Islam* 1, no. 2 (2020): 89.

¹⁴ Ahmad Refi Dzuhriyan, Surya Indra Permana, and M. Khaidir Ali Gufron, "Consumer legal protection in online transactions: Challenges and opportunities in Indonesia's digital economy," *Justice Voice* 3, no. 1 (2024): 12.

¹⁵ Sakti Alamsyah, and Fauzie Yusuf Hasibuan, "Legal Protection for Consumers in E-Commerce Transactions in Indonesia: Contract Validity and Dispute Resolution Effectiveness," *PENA LAW: International Journal of Law* 3, no. 1 (2025): 323.

transactions (e-commerce). To address these legal issues, this study examines the following research questions:

1. How is consumer legal protection in online transactions regulated under the Indonesian Civil Code (KUHPPerdata)?
2. How can online transaction disputes be resolved through online arbitration or mediation?

B. RESEARCH METHODS

This study employs normative legal research designed to examine the legal protection of consumers in online transactions and the mechanisms for resolving disputes arising from electronic sale and purchase agreements. The research design is based on library research, focusing on the analysis of legal norms, principles, and regulations governing electronic transactions and consumer protection. The study specifically examines the application of the Civil Code (KUHPPerdata), particularly the provisions concerning the validity of agreements, freedom of contract, and the binding force of agreements, in relation to the characteristics of e-commerce transactions. This design is intended to identify the extent to which the existing legal framework provides legal certainty and protection for consumers in digital transactions.

The research applies a normative juridical approach by examining statutory provisions and relevant legal principles. The analysis focuses on Article 1320 of the Civil Code concerning the requirements for a valid agreement and Article 1338 concerning the binding force of agreements, together with regulations governing electronic transactions and consumer protection. The primary legal materials consist of relevant legislation, including Law Number 8 of 1999 concerning Consumer Protection, Law Number 11 of 2008 concerning Information and Electronic Transactions, as well as Government Regulation Number 82 of 2018 concerning the Implementation of Electronic Systems and Transactions. Secondary legal materials include books, scholarly articles, journals, and previous legal research relevant to consumer protection, electronic contracts, and online dispute resolution.

Data collection is conducted through systematic literature study by identifying, reviewing, and analyzing relevant legal materials from legislation, legal literature, academic journals, books, and other authoritative sources related to the research problems. The collected materials are processed through qualitative juridical analysis, in which the relevant legal provisions are classified and interpreted according to the research objectives. The analysis is directed toward examining the validity and legal protection of consumer agreements in online transactions and evaluating online arbitration and mediation as mechanisms for resolving disputes. The findings are then presented descriptively and analytically to formulate legal arguments

concerning consumer protection and the effectiveness of dispute resolution within the Indonesian e-commerce framework.

C. DISCUSSION

1. Legal Protection of Consumer Agreements in Online Transactions Reviewed from the Civil Code

Agreement, as the primary subjective element in Article 1320 of the Civil Code, is highly vulnerable in digital transactions. This is because the parties often do not interact directly, and many consumers simply agree to the terms without reading them thoroughly.¹⁶ Often, users simply check the "I agree" box without understanding the legal consequences of the agreement. In this case, the theory of informed consent, or agreement based on sufficient information, becomes a major challenge. Forms of agreement in electronic transactions are highly likely to be fictitious and do not reflect free will, so their legal validity must be reviewed.¹⁷ Minimum standards of information and additional protection are needed to ensure that agreements arising in the digital space remain valid and fair. This initiative has been implemented in several jurisdictions through regulations on clickwrap agreements and the recognition of electronic signatures equipped with user identification systems.¹⁸

Thus, online buying and selling transactions are conducted without face-to-face interaction between the parties. They base these transactions on mutual trust. Therefore, the sales and purchase agreements between the parties are also conducted electronically by accessing a provided web page containing clauses or agreements made by the first party (the seller), and the other party (the buyer) simply presses a button to signify their agreement.¹⁹ There is no need to sign as is the case with traditional agreements, but rather uses an electronic signature or digital signature. Therefore, the parties do not

¹⁶ Komang Frisma Indra Prastya, Ni Ketut Sari Adnyani, and Si Ngurah Ardhyia, "Tinjauan Yuridis Tentang Pelaksanaan Perjanjian Jual Beli Online Melalui E-Commerce Menurut Pasal 1320 KuHperdata Dan Undang-Undang Nomer 19 Tahun 2016 Tentang Informasi Dan Transaksi Elektronik," *Jurnal Komunitas Yustisia* 4, no. 2 (2021): 623.

¹⁷ Dinda Safira Devianda, Parlaungan Gabriel Siahaan, Dinda Ujung, Gresy Viarosa Saragih, Renata Sitohang, and Yuliana Kristina Sinurat, "Perlindungan Hukum Konsumen Dalam Transaksi Jual Beli Melalui E-Commerce Ditinjau Dari Perspektif Hukum Perdata Indonesia," *Didaktik: Jurnal Ilmiah PGSD STKIP Subang* 12, no. 02 (2026): 177. See too, Sri Wahyuni, Efa Laela Fakhriah, Anita Afriana, Sonyendah Retnaningsih, "Reconstructing Consumer Dispute Resolution for Air Transportation Service Users Under Civil Procedure Law," *Jurnal Pembaharuan Hukum* 13, no. 2 (2026): 387.

¹⁸ Ni Luh Kadek Dwi Fenny Febriyanti, I. Nyoman Putu Budiarta, and Ni Made Spasutari Ujianti, "Penegakan Hukum dalam Penyelesaian Sengketa Transaksi Electronic Commerce," *Jurnal Interpretasi Hukum* 1, no. 1 (2020): 176.

¹⁹ Aji Andika Mufti, Aris Machmud, and Anas Lutfi, "Perlindungan Hukum terhadap Konsumen dalam Transaksi Jual Beli Daring (E-Commerce) di Indonesia," *Justice Voice* 5, no. 1 (2026): 98.

need to meet in person to enter into an agreement. According to Bajaj in *E-Commerce: The Cutting Edge of Business*, e-commerce provides several advantages for business transactions. It significantly saves time, allowing transactions that traditionally require several days to be completed within minutes through internet services. E-commerce also reduces typing and administrative errors through the use of standardized digital formats that do not require repeated data entry. Furthermore, efficient use of business time enables parties to access and exchange more information, thereby improving business effectiveness and operational efficiency.²⁰

Electronic commerce has the same legal basis as conventional trade, although it operates through electronic media. Conventional buying and selling is regulated under Articles 1457 to 1540 of the Civil Code. Article 1457 defines a sale as an agreement in which one party undertakes to deliver goods while the other pays the agreed price. Article 1458 provides that a sale is deemed concluded once the parties agree on the object and price, even if delivery and payment have not yet occurred. In online transactions, consumers seek satisfaction from the purchased products, while business actors pursue economic benefits. These interests can be achieved when both parties properly perform their obligations in good faith. Accordingly, buying and selling constitutes an agreement governed by Book III of the Civil Code and is consensual in nature, meaning that the agreement is established upon consensus regarding the transaction object and price, giving rise to the respective rights and obligations of the parties.

Buying and selling transactions via the internet are basically similar to conventional buying and selling mechanisms, the difference is of course the tools used during the transaction process. This buying and selling transaction can also be divided into three stages, namely the pre-transaction stage, the transaction stage and the post-transaction stage. Chat transactions or video conferences are a situation where someone offers something with an interactive dialogue model via the internet, for example via telephone, written chats during broadcast conferences conducted electronically where prospective consumers can see images of the products being offered directly and hear other parties making offers.²¹

²⁰ Adinda Fitra Masferisa, Sadino Sadino, and Yusup Hidayat, "Perlindungan Hukum dan Penyelesaian Sengketa Bagi Konsumen Dalam Transaksi E-Commerce," *Binamulia Hukum* 14, no. 2 (2025): 331. See too, Ni Luh Kadek Dwi Fenny Febriyanti, I. Nyoman Putu Budiarta, and Ni Made Spasutari Ujianti, "Penegakan Hukum dalam Penyelesaian Sengketa Transaksi Electronic Commerce," *Jurnal Interpretasi Hukum* 1, no. 1 (2020): 178.

²¹ Vincentius Patria Setyawan, and Itok Dwi Kurniawan, "Perlindungan Hukum Konsumen dalam Transaksi E-Commerce Menurut Hukum Positif," *Legal Advice Journal of Law* 1, no. 1 (2024): 29.

There is also a confirmation process from prospective buyers to ensure the purchase of a product and facilitate the transaction. Buyers enter the product name, product number, and shipping address and can select their preferred payment method. Before completing the transaction, buyers must provide their email address, product type, and purchase amount. The buyer will then receive confirmation from the seller regarding the product order. Parties to a sale and purchase transaction must not feel coerced, intimidated, or mistaken in any way that could impair the fulfillment of their agreed intentions. From then on, electronic agreements become binding as regulations they have made voluntarily. Article 1338 of the Civil Code states that all agreements are valid and binding as law for those who make them.²²

With the increasing number of electronic transactions, this has prompted the need for legal provisions governing this matter. Parties participating in electronic transactions, especially consumers, can enjoy their respective legal protections.²³ Data or documents created electronically also require definite legal force, and all written documents are considered valid. By addressing the above issues, the legal provisions of the Civil Code can still be applied to electronic sales transactions.

Article 1457 of the Civil Code stipulates that a sale and purchase is an agreement if both parties agree to deliver the goods sold and the other party agrees to pay for the promised goods. Of course, a competent person must be competent to conduct an electronic transaction to avoid obstacles during in-person transactions. Therefore, businesses should set an age limit for consumers to engage in electronic transactions. If a consumer violates the agreement, they can cancel the agreement. Furthermore, it is crucial to ensure that electronic signatures in contracts or sales agreements meet the stated requirements to ensure their validity. The validity referred to here refers to the validity of business agreements made electronically. Typically, transactions involve contracts or agreements that consider civil aspects, which are essentially legal actions involving two parties who need each other and have economic value. An agreement is often referred to as a contract when it also serves to provide protection for a sale and purchase transaction.

As previously noted, in Indonesia, contractual agreements must comply with Article 1320 of the Civil Code, while the UNCITRAL Model Law on Electronic Commerce recognises party autonomy under Article 2, allowing parties to establish contractual rules that differ from national provisions. The

²² Subekti, *Aneka Perjanjian* (Bandung: Citra Aditya Bakti, 1989), 4.

²³ Fadhil Hayan Mochammad, "The Transformation of the Principle of Good Faith in Digital Agreements: A Civil Law Analysis of Consumer Protection in Electronic Contracts," *Golden Ratio of Law and Social Policy Review* 5, no. 2 (2026): 269. See too, Adinda Fitra Masferisa, Sadino Sadino, and Yusup Hidayat, "Perlindungan Hukum dan Penyelesaian Sengketa Bagi Konsumen Dalam Transaksi E-Commerce," *Binamulia Hukum* 14, no. 2 (2025): 332.

Model Law does not focus solely on formal validity requirements, such as written and signed contracts or original documents. Although online transactions are conducted through websites or applications using the internet, their legal nature remains subject to Indonesian Civil Code provisions on sale and purchase. Accordingly, sellers and buyers retain corresponding rights and obligations.²⁴ The seller is required to deliver the goods offered, assume responsibility for defects in the purchased goods, and provide clear and honest information concerning the goods or services. Thus, electronic transactions remain governed by established contractual principles while accommodating the specific characteristics of electronic commerce.

The Indonesian Civil Code contains several principles that are relevant to e-commerce transactions. The principle of freedom of contract (*Contractvrijheid*) allows parties to determine the terms of an agreement within the limits of the law, while the principle of consensualism (Conformity of Wills) recognizes an agreement based on the conformity of wills, often expressed through clicking an agreement button. The principle of good faith requires parties to act honestly and fairly throughout the transaction.²⁵ The principle of trust emphasizes the importance of confidence between sellers and buyers, supported by guarantees and testimonials. Furthermore, the principle of binding force (*pacta sunt servanda*) establishes that valid agreements create legal obligations for the parties. The principle of legal certainty requires clear contractual terms and dispute resolution mechanisms, while the principle of balance emphasizes the fulfillment of reciprocal rights and obligations between sellers and buyers.²⁶

The binding force of an e-commerce agreement is subject to the valid conditions of an agreement stipulated in Article 1320 of the Civil Code, as relevant to the status of e-commerce within Indonesian Civil Law.²⁷ Valid

²⁴ Aji Andika Mufti, Aris Machmud, and Anas Lutfi, "Perlindungan Hukum terhadap Konsumen dalam Transaksi Jual Beli Daring (E-Commerce) di Indonesia," *Justice Voice* 5, no. 1 (2026): 96. See too, Diego Fernando Seran, Andika Wijaya, and Satriya Nugraha, "Klausula Baku dalam Perjanjian Layanan Digital: Analisis Perbandingan Prinsip Hukum Perdata dan UU Perlindungan Konsumen," *Innovative: Journal Of Social Science Research* 5, no. 2 (2025): 3658.

²⁵ Adinda Fitra Masferisa, Sadino Sadino, and Yusup Hidayat, "Perlindungan Hukum dan Penyelesaian Sengketa Bagi Konsumen Dalam Transaksi E-Commerce," *Binamulia Hukum* 14, no. 2 (2025): 335. See too, Ni Luh Kadek Dwi Fenny Febriyanti, I. Nyoman Putu Budiarta, and Ni Made Spasutari Ujianti, "Penegakan Hukum dalam Penyelesaian Sengketa Transaksi Electronic Commerce," *Jurnal Interpretasi Hukum* 1, no. 1 (2020): 179.

²⁶ Vincentius Patria Setyawan, and Itok Dwi Kurniawan, "Perlindungan Hukum Konsumen dalam Transaksi E-Commerce Menurut Hukum Positif," *Legal Advice Journal of Law* 1, no. 1 (2024): 31. See too, Halizah Rahmawati, "Perlindungan Hukum Bagi Konsumen Dalam Transaksi Jual Beli Online (E-Commerce)," *Al-Zayn: Jurnal Ilmu Sosial & Hukum* 4, no. 4 (2026): 132.

²⁷ Komang Frisma Indra Prastya, Ni Ketut Sari Adnyani, and Si Ngurah Ardhyia, "Tinjauan Yuridis Tentang Pelaksanaan Perjanjian Jual Beli Online Melalui E-Commerce Menurut Pasal 1320 Kuhperdata Dan Undang-Undang Nomer 19 Tahun 2016 Tentang Informasi Dan Transaksi Elektronik," *Jurnal Komunitas Yustisia* 4, no. 2 (2021): 626.

conditions for an agreement include agreement, the capacity of the parties, the existence of a specific thing (the object of the agreement), and a lawful cause (legal cause). An e-commerce agreement is formed through an offer by the seller and acceptance by the buyer, even without face-to-face interaction. Under Article 1321 of the Civil Code, agreements made through mistake, coercion, or fraud are invalid. The capacity of the parties may be difficult to verify, and incapacity (minority, guardianship, or female in certain cases prohibited by law under Article 1330 of the Civil Code). The object must be a tradable and clearly specified or determinable good under Articles 1332 and 1333. The cause must be lawful and consistent with law, morality, and public order under Article 1337, while Article 1335 renders agreements without a lawful cause unenforceable. Finally, Article 1338 establishes the binding force and good-faith execution of valid e-commerce agreements.

Furthermore, Article 18 paragraph (1) of Law Number 11 of 2008 concerning Electronic Information and Transactions (ITE Law) provides that electronic transactions contained in electronic contracts are binding on the parties and have legal force equivalent to conventional agreements when validity requirements are fulfilled.²⁸ E-commerce platforms also establish internal policies, including product returns, user protection, and dispute resolution procedures, to safeguard consumers. However, legal protection remains challenging, particularly when business actors operate across jurisdictions or are difficult to identify and enforce compliance against. Such circumstances can increase the costs and complexity of seeking remedies, especially for individual consumers.

Consumers often face issues such as fraud, product mismatches with descriptions, and violations of privacy and personal data protection. To address these issues, efforts are needed to increase consumer literacy regarding online buying and selling practices, stricter and more comprehensive law enforcement, and the use of innovative technology to create a safer and more reliable shopping experience. In the case of default in online transactions, legal protection remains crucial, with guarantees of consumer rights stipulated in the Consumer Protection Law and the principles of the Civil Code. When consumers suffer losses due to a seller's breach of contract, they have the right to legal protection for their violated rights. In this context, there are

²⁸ Scolastika Vebriani, and Ayu Putu Laksmi Danyath, "Keabsahan Hukum Perjanjian Jual Beli Melalui E-Commerce Di Indonesia: Perlindungan Konsumen Dan UU ITE," *Kertha Desa: Journal Ilmu Hukum* 13, no. 10 (2025): 1009. See too, Arif Ismunandar, Citra Indah Wulandari, and Chasan Ma'ruf. "Perlindungan Hukum bagi Konsumen dalam Transaksi Jual Beli Online atau e-Commerce menurut Undang-undang Nomor 8 Tahun 1999 dan Undang-undang Nomor 11 Tahun 2008 di Indonesia," *Journal Talfkirul Iqtishodiyah* 1, no. 2 (2021): 66.

several legal bases that can be used to ensure this protection.²⁹ One such basis is the Civil Code (KUHPerdata), which regulates the provisions of sales and purchase agreements.³⁰

Article 1330 of the Civil Code explicitly states that the seller has an obligation to provide goods or products in accordance with the agreement made with the buyer. Meanwhile, Article 1347 regulates the legal consequences for the seller if they fail to fulfill this obligation, including if the product delivered does not comply with the agreement. Furthermore, Law Number 8 of 1999 concerning Consumer Protection strengthens the legal position of consumers in trade transactions.³¹ This law guarantees that every buyer has the right to receive a suitable product and compensation in the event of a breach of contract, including compensation for losses caused by negligence or default by the business actor.

Therefore, it is not only the buyer's responsibility to focus on and understand their rights, obligations, and responsibilities. Sellers must also be vigilant to avoid consumers who are just fooling around or deceiving sellers during transactions. However, if consumers receive goods that do not match the agreed-upon description before payment, the seller is obligated to provide compensation as agreed upon in the initial sales contract. Buyers have the right to legal protection against unwanted actions by the seller.³²

2. Dispute Resolution Through Online Arbitration or Online Mediation

Online arbitration and mediation are integral parts of Online Dispute Resolution (ODR), a conflict resolution mechanism conducted over the internet without the need for court proceedings. This dispute resolution method is often

²⁹ Hulman Panjaitan, and Nindyo Pramono, "Legal protection of consumers in digital transactions," *Russian Law Journal* 11, no. 3 (2023): 1438.

³⁰ Diego Fernando Seran, Andika Wijaya, and Satriya Nugraha, "Klausula Baku dalam Perjanjian Layanan Digital: Analisis Perbandingan Prinsip Hukum Perdata dan UU Perlindungan Konsumen," *Innovative: Journal Of Social Science Research* 5, no. 2 (2025): 3659.

³¹ Firyaa Shabrina Izazi, Priya Sajena, Ratnarisa Sashi Kirana, and Kristin Marsaulina, "Perlindungan Hukum Terhadap Konsumen Dalam Transaksi E-Commerce Melalui Undang-Undang Nomor 8 Tahun 1999 Tentang Perlindungan Konsumen Dan Peraturan Pemerintah (Pp) Nomor 80 Tahun 2019 Tentang Perdagangan Melalui Sistem Elektronik," *Leuser: Jurnal Hukum Nusantara* 1, no. 2 (2024): 10. See too, Rajali Rambe, Beby Sendy, and Hasdiana Juwita Bintang, "Perlindungan Hukum Bagi Konsumen yang Melakukan Transaksi Jual Beli Menggunakan E Commerce Ditinjau dari Undang-Undang Nomor 8 Tahun 1999 tentang Perlindungan Konsumen," *Innovative: Journal Of Social Science Research* 4, no. 3 (2024): 15353; Ilma Imami Rosida, and Herwin Sulistyowati, "Implementasi perlindungan hukum konsumen dalam transaksi jual beli online: berdasarkan undang-undang nomor 8 tahun 1999 tentang perlindungan konsumen," *Justicia Journal* 10, no. 2 (2021): 73.

³² Rahmat Datau, and Amin Dali, "Legal Review of Unlawful Acts in Internet Purchase Transactions (E-Commerce) Based on the Civil Code," *Journal of Public Representative and Society Provision* 4, no. 2 (2024): 86. See too, M. Iqbal Asnawi, Rini Fitriani, Wahdini Syafrina Tala, John Aikel Primsa Tarigan, T. Maulana Daffa, and Wildan Habibi, "Pelaksanaan penyelesaian sengketa perdata melalui arbitrase di negara berkembang," *Locus: Jurnal Konsep Ilmu Hukum* 4, no. 3 (2024): 125.

used in e-commerce, where consumers and businesses are often geographically separated.³³ This approach allows for fast, efficient, and cost-effective dispute resolution, thus providing greater protection for consumers harmed in e-commerce transactions. This process allows both consumers and businesses to resolve disputes virtually without physical meetings. This mechanism is regulated by the electronic information and transactions law and the government regulation on emergency business Entity to provide access and ease of dispute resolution for consumers.³⁴

In online arbitration, consumers and businesses agree to submit their disputes to a neutral arbitrator. This process typically begins with the digital submission of documents, such as consumer complaints, transaction evidence, and business responses.³⁵ The arbitrator will review the evidence online and, if necessary, hold a virtual hearing to hear testimony from both parties. Once the process is complete, the arbitrator will render a written decision that is final and binding. Because of its binding nature, the arbitration result cannot be appealed unless there is a procedural violation or significant unfairness. The advantage of online arbitration lies in its speed and cost-effectiveness, as consumers do not need to be physically present and can resolve disputes from anywhere.³⁶

Online mediation aims to resolve disputes through negotiation, with a mediator helping both parties reach a mutually agreed-upon agreement. In e-commerce, online mediation typically takes place through a digital platform that allows communication between consumers and businesses with the assistance of a neutral mediator. The process begins when a consumer submits a complaint to a mediator authorized by the e-commerce platform or a dispute resolution agency. The mediator then facilitates a virtual discussion between the two parties, either via email, text message, or video conference. Mediation is more flexible than arbitration because the mediator does not impose a binding solution.³⁷ The success of mediation is determined by the willingness of both parties to compromise and seek a mutually beneficial solution. If an

³³ Vincentius Patria Setyawan, and Itok Dwi Kurniawan, "Perlindungan Hukum Konsumen dalam Transaksi E-Commerce Menurut Hukum Positif," *Legal Advice Journal of Law* 1, no. 1 (2024): 34. See too, Yohan Yonata, "Online dispute resolution (ODR) sebagai alternatif penyelesaian sengketa bisnis di Indonesia," *Jaksa: Jurnal Kajian Ilmu Hukum Dan Politik* 3, no. 3 (2025): 2.

³⁴ Rahmadi, *Arbitrase dan Alternatif Penyelesaian Sengketa* (Jakarta: Raja Grafindo Persada, 2016), 21. See too, Scolastika Vebriani, and Ayu Putu Laksmi Danyath, "Keabsahan Hukum Perjanjian Jual Beli Melalui E-Commerce Di Indonesia: Perlindungan Konsumen Dan UU ITE," *Kertha Desa: Journal Ilmu Hukum* 13, no. 10 (2025): 1010.

³⁵ Kurniawan Willem Tamaela, and Rizky Amalia Solichin, "Perlindungan hukum terhadap konsumen dalam kegiatan transaksi elektronik (e-commerce): Perspektif Undang-Undang Perlindungan Konsumen," *HUMANIORUM* 3, no. 3 (2025): 78.

³⁶ Rahmadi, *Arbitrase dan Alternatif Penyelesaian Sengketa* (Jakarta: Raja Grafindo Persada, 2016), 25.

³⁷ Sutrisno, *E-Commerce: Konsep dan Implementasi* (Yogyakarta: Andi Publisher, 2020), 21.

agreement is reached, it will be put into writing and become binding by mutual agreement.³⁸

In Indonesia, consumer dispute resolution through online arbitration and mediation is regulated by Law Number 30 of 1999 concerning Arbitration and Alternative Dispute Resolution. In addition, there are several regulations related to e-commerce, such as Minister of Trade Regulation Number 50 of 2020 concerning Trade Through Electronic Systems. The implementation of online arbitration and mediation is increasingly encouraged in line with the rapid growth of e-commerce transactions in Indonesia. Institutions such as the Indonesian National Arbitration Board (*Badan Arbitrase Nasional Indonesia*/BANI) and the Alternative Dispute Resolution Institution (*Lembaga Alternatif Penyelesaian Sengketa*/LAPS) have now begun offering online dispute resolution services.³⁹ Furthermore, several major e-commerce platforms in Indonesia have also developed internal systems that allow consumers to resolve their disputes online. Although various dispute resolution mechanisms exist, consumers still face several challenges in asserting their rights. One of the main challenges is consumers' lack of understanding of their rights in e-commerce transactions and the mechanisms they can use in the event of a dispute. In addition, the presence of business actors located abroad also complicates the dispute resolution process, especially when it involves legal issues between countries.⁴⁰

Online dispute resolution procedures are a crucial step to protect e-commerce customers. Cyber law experts believe that the legal system's Online Dispute Resolution (ODR) procedures have a significant impact on the effectiveness of consumer protection for online transactions.⁴¹ Consequently,

³⁸ Karolina Mania, "Online dispute resolution: The future of justice," *International Comparative Jurisprudence* 1, no. 1 (2015): 78. See too, Halizah Rahmawati, "Perlindungan Hukum Bagi Konsumen Dalam Transaksi Jual Beli Online (E-Commerce)," *Al-Zayn: Jurnal Ilmu Sosial & Hukum* 4, no. 4 (2026): 135.

³⁹ Yohan Yonata, "Online dispute resolution (ODR) sebagai alternatif penyelesaian sengketa bisnis di Indonesia," *Jaksa: Jurnal Kajian Ilmu Hukum Dan Politik* 3, no. 3 (2025): 5. See too, Harun Setiawan Hatibie, "Revolusi Penyelesaian Sengketa Digital: Transformasi Sistem Peradilan Melalui Online Dispute Resolution di Era Ekonomi Digital," *Al-Zayn: Jurnal Ilmu Sosial & Hukum* 3, no. 6 (2025): 9926; Meline Gerarita Sitompul, M. Syaifuddin, and Annalisa Yahanan, "Online Dispute Resolution (ODR): Prospek Penyelesaian sengketa e-commerce di indonesia." *Jurnal Renaissance* 1, no. 02 (2016): 78.

⁴⁰ Haryanto, *Tantangan Hukum dalam Penyelesaian Sengketa E-Commerce* (Jakarta: Pustaka Hukum, 2021), 211. See too, Muhammad Faiz Aziz, and Muhamamd Arif Hidayah, "Perlunya pengaturan khusus online dispute resolution (ODR) di Indonesia untuk fasilitasi penyelesaian sengketa e-commerce," *Jurnal Rechts Vinding Media Pembinaan Hukum Nasional* 9, no. 2 (2020): 275.

⁴¹ Harun Setiawan Hatibie, "Revolusi Penyelesaian Sengketa Digital: Transformasi Sistem Peradilan Melalui Online Dispute Resolution di Era Ekonomi Digital," *Al-Zayn: Jurnal Ilmu Sosial & Hukum* 3, no. 6 (2025): 9927. See too, Kiki Juwita, "Penerapan Online Dispute Resolution (ODR) sebagai Alternatif Penyelesaian Sengketa Modern E-Commerce di Indonesia," *Al-Zayn: Jurnal Ilmu Sosial & Hukum* 3, no. 6 (2025): 8878.

consumers must have access to accurate and clear information regarding ODR, including its procedures and mechanisms. It is worth emphasizing that consumers' lack of technical skills and knowledge of information technology is a major contributor to the disparity in bargaining power between businesses and consumers. A worrying number of consumers are also unaware that ODR procedures are regulated by law. Consequently, they often lack knowledge about how to resolve legal issues. Therefore, consumers must be provided with complete and accurate information regarding the existence of ODR in the Indonesian legal system. The 2008 Electronic Information and Transactions Law has significantly impacted the security of electronic transactions.⁴² Crucially, this law applies to anyone who violates Indonesian law, whether they do so domestically or internationally, and has consequences in Indonesia. This suggests that this law also limits ODR procedures. Thus, E-Commerce transactions in Indonesia have a legal standing regulated by the Civil Code, the Consumer Protection Law and the ITE Law, and uphold relevant legal principles to create certainty and fairness in online transactions.⁴³

Beyond the dispute resolution mechanisms themselves, an important aspect of ODR concerns the validity and implementation of outcomes produced through online proceedings.⁴⁴ In online arbitration, the effectiveness of an arbitral award depends on the parties' recognition of the agreed procedure and the applicable legal framework. Digital documentation, electronic evidence, and secure communication are therefore important for establishing a reliable record of the proceedings. Electronic records can also facilitate the verification of transaction histories, complaints, and responses. Accordingly, ODR platforms should maintain transparent procedures and adequate documentation to ensure that the dispute resolution process can be properly reviewed and its outcomes effectively implemented.

⁴² Nanda Reyrisi, Tri Reni Novita, Adawiyah Nasution, and Nelvitia Purba, "Perlindungan Hukum Bagi Konsumen Dalam Transaksi Jual Beli Online Dalam Perspektif Hukum Positif (UU No. 11 Tahun 2008 Tentang Transaksi Dan Informasi Elektronik)," *Al-Zayn: Jurnal Ilmu Sosial & Hukum* 4, no. 4 (2026): 1153. See too, Arif Ismunandar, Citra Indah Wulandari, and Chasan Ma'ruf. "Perlindungan Hukum bagi Konsumen dalam Transaksi Jual Beli Online atau e-Commerce menurut Undang-undang Nomor 8 Tahun 1999 dan Undang-undang Nomor 11 Tahun 2008 di Indonesia," *Journal Taffkirul Iqtishodiyah* 1, no. 2 (2021): 68.

⁴³ Scolastika Vebriani, and Ayu Putu Laksmi Danyath, "Keabsahan Hukum Perjanjian Jual Beli Melalui E-Commerce Di Indonesia: Perlindungan Konsumen Dan UU ITE," *Kertha Desa: Journal Ilmu Hukum* 13, no. 10 (2025): 1011. See too, Ni Luh Kadek Dwi Fenny Febriyanti, I. Nyoman Putu Budiarta, and Ni Made Spasutari Ujianti, "Penegakan Hukum dalam Penyelesaian Sengketa Transaksi Electronic Commerce," *Jurnal Interpretasi Hukum* 1, no. 1 (2020): 179.

⁴⁴ Harun Setiawan Hatibie, "Revolusi Penyelesaian Sengketa Digital: Transformasi Sistem Peradilan Melalui Online Dispute Resolution di Era Ekonomi Digital," *Al-Zayn: Jurnal Ilmu Sosial & Hukum* 3, no. 6 (2025): 9929. See too, Andi Arif Wijaya, Tumanggor Tumanggor, Dhaniswara K. Harjono, Hulman Panjaitan, "Regulating Pre-Project Sales of Strata Title Housing: Strengthening Consumer Protection and Legal Certainty in Indonesia," *Jurnal Pembaharuan Hukum* 13, no. 1 (2026): 98.

Another important consideration is the cross-border nature of e-commerce disputes. When consumers and business actors are located in different jurisdictions, issues may arise concerning applicable law, jurisdiction, and the enforcement of dispute resolution outcomes. Although online mechanisms can reduce geographical barriers, they do not eliminate differences between national legal systems. Therefore, ODR mechanisms should provide clear information regarding applicable rules, the authority responsible for handling disputes, and the legal consequences of decisions or settlements.⁴⁵ This clarity is particularly important for consumers dealing with foreign business actors, as it enables them to understand their available legal remedies and make informed decisions when pursuing dispute resolution.

D. CONCLUSION

Buying and selling transactions via e-commerce platforms are a form of commercial activity that utilizes the internet as the primary medium. In this interaction, the legal relationship between the seller and buyer is based on the provisions of Article 1320 of the Civil Code concerning the requirements for a valid agreement. Once an agreement is reached between the two parties, this legal relationship is further formalized in the form of a binding electronic contract between the consumer as the buyer and the business actor as the seller. In the context of this research, the term "consumer" refers to the buyer, while "seller" refers to the business actor providing the goods or services.

Online dispute resolution procedures are a crucial step to protect e-commerce customers. Cyber law experts believe that the legal system's Online Dispute Resolution (ODR) procedures have a significant impact on the effectiveness of consumer protection for online transactions. Through various regulations, such as the Consumer Protection Law (UUPK) and the Electronic Information and Transactions Law, consumers in Indonesia now have adequate legal protection in online transactions. Various dispute resolution mechanisms, both through litigation and non-litigation, as well as the existence of internal e-commerce platforms, enable consumers to assert their rights if problems arise.

As a suggestion, in today's digital era, legal protection is a crucial aspect for users. E-commerce activities still require legal certainty. Although the Civil Code (KUHPERDATA) does not yet explicitly outline regulations regarding electronic transactions, several of its provisions can still serve as a legal basis. On the other hand, the Consumer Protection Law and the Electronic Information and Transactions Law contribute an important legal framework,

⁴⁵ Kiki Juwita, "Penerapan Online Dispute Resolution (ODR) sebagai Alternatif Penyelesaian Sengketa Modern E-Commerce di Indonesia," *Al-Zayn: Jurnal Ilmu Sosial & Hukum* 3, no. 6 (2025): 8878.

although their actual implementation still faces various obstacles. Therefore, legal education is necessary for every consumer and business actor, to provide an introduction to and strengthen legal protection against breaches of contract, as well as to ensure legal certainty for consumers and online sellers.

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