

Legal Review of The Doctrine of Undue Influence (Abuse of Circumstances) in E-Commerce Agreements with Standard Clauses

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Abstract. *This study aims to analyze the application of the doctrine of undue influence or abuse of circumstances (misbruik van omstandigheden) in e-commerce agreements that use standard clauses as the primary instrument of legal relations between business actors and consumers in the digital era. The development of electronic transactions has encouraged the use of standard clauses for efficiency, speed, and standardization of services, but on the other hand, raises serious issues related to consumer protection. Standard clauses in digital platforms often place consumers in a "take it or leave it" position, creating an imbalance in bargaining power, thus opening up opportunities for exploitation by dominant parties. In these conditions, consumers often do not have adequate opportunities to understand, negotiate, or reject the contents of the agreement due to limited information, urgent needs, or dependence on certain digital services. This study uses a normative juridical method with a statutory and conceptual approach to examine positive legal norms and relevant contract law doctrines. The results show that the element of abuse of circumstances, both economic and psychological, can be fulfilled when business actors exploit their dominant position to establish clauses that are disproportionate and detrimental to consumers. This practice demonstrates that standard clauses in e-commerce do not always reflect contractual fairness, but instead can reinforce the dominance of business actors. Therefore, while standard clauses are permitted in modern business practices, their application must be limited by the principles of good faith, balance, and protection of the weaker party to prevent them from becoming a means of abuse, leading to contractual unfairness and a decline in trust in the digital ecosystem.*

Keywords: *Consumer Protection; Digital Agreements; E-commerce; Standard Clauses; Undue Influence.*

1. Introduction

The rapid development of information and communication technology has driven a digital transformation that has fundamentally shifted the transaction paradigm from conventional models to electronic transactions based on e-commerce platforms, characterized by speed, efficiency, and reach that transcends geographical boundaries. Legally, these electronic transactions remain rooted in the principle of freedom of contract as stipulated in Article 1338 of the Civil Code, which grants parties the freedom to determine the content, form, and terms of an agreement, as long as it does not conflict with law, public order, and morality. However, in practice, the mechanism for forming agreements in the digital ecosystem has undergone a significant shift, from what was initially a direct and participatory negotiation to a unilateral mechanism based on the use of standard clauses by business actors. In this context, contracts are no longer negotiated face-to-face, but rather are realized through electronic agreement to terms and conditions unilaterally drafted by the platform provider, so that consumers are generally only faced with the choice of accepting or rejecting without adequate room for negotiation. This shift not only affects the technical aspects of contract formation, but also has legal implications for the interpretation of the elements of agreement in agreements, particularly regarding the freedom and independence of the will of the parties (autonomy of will). In situations where the bargaining position of the parties is not balanced, critical questions arise regarding the extent to which the consent given by consumers truly reflects free will without any pressure, coercion, or ignorance. Therefore, this development requires a reorientation in the interpretation of the legal terms of agreements, particularly in assessing the validity of agreements amidst the dominance of business actors in determining the contents of contracts (Ali, M., & Heryani, N: 2023). so that contract law remains able to provide fair and proportional protection in the ever-evolving dynamics of digital transactions.

In practice, almost all e-commerce transactions use standard contracts as the main instrument in forming agreements, mainly due to considerations of efficiency, speed, and standardization in digital business activities (Salim HS and Erlies Septiana Nurbani: 2022). These standard clauses are generally set out in the form of Terms and Conditions (T&C) which consumers must agree to before being able to access or make transactions on a digital platform, so that the agreement given is often formalistic without going through a balanced negotiation process (Ridwan Khairandy: 2022). Although this mechanism provides convenience and certainty for business actors in managing mass transactions, in practice, standard clauses often contain unilateral provisions, including "exoneration clauses" which function to limit or even shift the responsibility of business actors for risks or losses experienced by consumers (Agus Yudha Hernoko: 2021). This condition clearly creates an imbalance in the bargaining position between business actors and consumers, where consumers are in a weaker position because they do not have the space to change, bargain, or negotiate the contents of the agreement that has been determined unilaterally (Suharnoko: 2022). As a result, the contractual relationships formed in the e-commerce ecosystem do not fully reflect the principle of equality of the parties as idealized in contract law, but rather tend to show the dominance of business actors which has the potential to

harm consumer interests, both in terms of legal protection and substantive justice in the implementation of the agreement (Salim HS: 2021).

Contract law recognizes the doctrine of abuse of circumstances (undue influence or *misbruik van omstandigheden*) as one of the factors that can harm the validity of the agreement of the parties, in addition to coercion, error, and fraud as regulated in Article 1321 of the Civil Code, which basically emphasizes that an agreement must arise from a free, conscious will and not be in a condition that is distorted by certain pressures (Suharnoko: 2022). The doctrine of abuse of circumstances is not explicitly formulated in the text of the Civil Code, but rather developed through judicial practice (jurisprudence) and the thinking of civil law experts in response to the need for more substantive legal protection in unequal contractual relationships. In doctrinal construction, abuse of circumstances is understood as a situation in which one party consciously takes advantage of the other party's weakness, whether economic, psychological, or situational, such as dependency, compulsion, or lack of understanding, so that the agreement formed formally appears valid, but substantially contains injustice. Therefore, this doctrine serves as a corrective instrument for the application of the principle of freedom of contract, so that it is not misinterpreted as absolute freedom that can legitimize the practice of exploitation of the weaker party. In the digital context, particularly in platform-based e-commerce practices, the potential for abuse of circumstances is increasingly complex and significant, given that business actors have a dominant position in controlling data, controlling access to services, and the ability to unilaterally determine the terms and conditions of use (Muhammad Syaifuddin: 2021). This dominance creates an asymmetrical relationship between business actors and consumers, where consumers often do not have adequate alternative choices and are faced with conditions of functional coercion to accept existing conditions, thus opening up opportunities for abuse of circumstances that can reduce the meaning of freedom of contract and threaten the principle of justice in legal relations of agreements in the digital era (NH Simanjuntak: 2023).

Abuse of the situation often occurs due to the economic undue influence of the platform organizer (Sigid Suseno: 2022). Consumers, who often rely heavily on certain digital services for their primary needs or professional needs, are "forced" to agree to contracts even if they are burdensome. This hidden economic pressure, if consciously exploited by business actors to gain unfair profits, can be categorized as a form of will defect that can invalidate the agreement. Beyond economic factors, abuse of circumstances can also occur through psychological exploitation or consumer ignorance (psychological undue influence). Platform interface design patterns (such as dark patterns) that encourage consumers to immediately agree to terms without reading them in full are a form of psychological manipulation (Nabila Rahmawati: 2023). When a business actor knows that the consumer is in a hurry or does not have sufficient technical understanding but still forces a clause that is ensnaring, then the element of abuse of circumstances begins to be fulfilled.

Indonesia already has regulatory instruments through Law No. 8 of 1999 concerning Consumer Protection and the ITE Law. Article 18 of the Consumer Protection Law expressly prohibits the inclusion of standard clauses that shift business actors' responsibilities.

However, implementing the doctrine of undue influence as a basis for canceling e-commerce agreements in court still faces significant evidentiary challenges, particularly in defining the line between aggressive marketing strategies and unlawful abuse of circumstances. The validity of an e-commerce agreement depends not only on fulfilling the formal requirements of Article 1320 of the Civil Code, but also on the principles of good faith (*te goeder trouw*) and balance. Contracts arising from abuse of circumstances automatically violate the principle of balance because they benefit only one party at the expense of the other. Therefore, judges have a crucial role to intervene in digital contracts that clearly contain elements of abuse of circumstances in order to uphold justice.

Given the above issues, a more in-depth legal review of the operational limitations of the doctrine of undue influence in electronic transactions is necessary. Legal certainty for consumers is crucial to prevent them from becoming objects of exploitation in the massive digital economy. This paper will examine the parameters that can be used to assess the existence of abuse of conditions in standard e-commerce clauses, and it is hoped that it will provide a theoretical contribution to the development of national civil law in the era of digital transformation.

2. Research Methods

This research is a legal research with a normative juridical type, which focuses on the analysis of positive legal norms, legal principles, and legal doctrines relevant to the abuse of circumstances (*misbruik van omstandigheden*) in contract law. The approach used in this research includes a statutory approach to examine the regulatory consistency between Article 1321 of the Civil Code, Article 18 of the Consumer Protection Law, and the ITE Law, and a conceptual approach to dissect the operational parameters of the doctrine of undue influence that has developed through jurisprudence. With this method, the researcher will explore how the concept of classical defective will is transformed and implemented in the asymmetric digital transaction ecosystem.

The legal materials used consist of primary legal materials, namely national laws and regulations governing agreements and consumer protection, as well as secondary legal materials that include legal literature, scientific research results, and the views of civil law experts on standard contracts. The legal material collection technique is carried out through library research by identifying and classifying legal documents related to the research object. Next, the collected legal materials are analyzed descriptively-qualitatively using deductive logic, namely by drawing conclusions from the general principles of contract law and the doctrine of undue influence to answer specific problems regarding the validity of agreements in standard e-commerce clauses in Indonesia.

3. Results and Discussion

3.1. Construction of the Doctrine of Undue Influence as a Defect of Intent in Digital Contracts

In conventional contract law, Article 1321 of the Civil Code basically only recognizes three forms of defects in will which are classically the basis for canceling an agreement, namely error, coercion and fraud, each of which is related to interference with the freedom of will of the parties in forming a valid agreement (R. Subekti: 2014). However, along with the development of legal practice and social dynamics of society, the need arose to expand protection for the injured party in a contractual relationship, so that the doctrine of undue influence or abuse of circumstances (*misbruik van omstandigheden*) developed through jurisprudence and legal doctrine as a fourth form of defective will which is not explicitly regulated in the Civil Code, but its existence is recognized in judicial practice (J. Satrio: 2018). This doctrine emerged as a response to various situations where an agreement formally appears valid, but substantially contains injustice due to the exploitation of one party's weakness, whether in the form of economic dependence, psychological conditions, or emergency situations that are exploited by the party in a more dominant position. In the context of today's rapidly growing e-commerce, the relevance of this doctrine is becoming increasingly strong because digital transactions often take place in conditions of imbalanced bargaining power between platform providers and users, where consumers do not have adequate negotiating space and are only faced with the choice of agreeing to or rejecting unilaterally determined terms and conditions (Ahmad M. Ramli: 2020). This inequality does not always take the form of visible physical violence or data fraud, but rather manifests itself in structural exploitation of users' dependence on digital services, creating the potential for systemic injustice in modern contractual relationships. Therefore, the doctrine of abuse of circumstances is a crucial instrument in contemporary contract law to correct this imbalance and ensure that the principle of freedom of contract remains in line with the principles of justice and protection of the weaker party in the digital ecosystem.

Abuse of circumstances in electronic transactions often manifests itself in the form of dominant economic advantages held by e-commerce business actors, where they control the digital infrastructure, data management systems, platform algorithms, and full control over service access which is the main foundation for ongoing transactions (Sutan Remy Sjahdeini: 2009). In such conditions, consumers are in a relatively weak position and often experience functional dependency on these services, whether for daily needs, professional activities, or access to certain goods and services that are only available through digital platforms (Richard Susskind: 2019). This imbalance becomes even more apparent when business actors are aware of this dependency, yet continue to design and implement standard clauses that unilaterally favor their own interests, without providing proportional negotiation space for consumers. From a contract law perspective, this situation not only reflects an imbalance in bargaining power, but can also be classified as a form of material will defect, because the consent given by consumers is not entirely born from complete freedom of will, but is influenced by structural pressures inherent in the digital transaction

system itself (J. Satrio: 2018). As a result, the sanctity of contract, which should guarantee that the agreement is born from the free and balanced will of the parties, is violated, because one of the parties is essentially in a position that is not completely equal to determine the content and legal consequences of the agreement.

Juridically, the element of abuse of circumstances is fulfilled if there is a marked loss (lesion) for the weak party in an unequal legal relationship (Herowati Poesoko: 2015). In the context of agreements with standard clauses on e-commerce platforms, these disadvantages are often not directly recognized by consumers because they are packaged in complex, technical, and difficult-to-understand legal language for laypeople, creating the illusion of consent that is not actually fully free and conscious. This condition is further exacerbated by the "take it or leave it" nature of electronic contracts, where consumers have no room to negotiate to change the content of agreements that have been unilaterally determined by the business actor (Ni Nyoman Seriadi: 2020). However, substantively, the limitation of consumers' rights to file lawsuits, the absolute transfer of responsibility to consumers, or the elimination of business actors' obligations for certain losses, constitute real losses arising from an unequal bargaining position between the parties. This imbalance indicates the exploitation of consumers' weak positions, both in terms of legal understanding, access to information, and economic bargaining power, which can ultimately be qualified as an abuse of conditions in modern contract law. Thus, although formally consumers are considered to have agreed to the agreement, materially the validity of this agreement is questionable because it arises from unfair and unbalanced conditions.

Beyond the economic dimension, there's also a psychological dimension to the concept of undue influence in the digital space, which is increasingly relevant in today's electronic transaction practices. This dimension relates to how digital platforms design user interfaces and user experiences, which can subtly influence, and even manipulate, consumers' decisions to enter into an agreement (Daniel Kahneman: 2011). In many cases, the designs used are dark patterns, which are intentionally misleading, hiding important information, or encouraging consumers to immediately agree without thoroughly reading the applicable terms and conditions. This practice creates its own psychological pressure, especially for consumers who are in a state of wanting to make transactions quickly, so that decisions are not fully reflective and rational. This phenomenon is often referred to as situational abuse of circumstances, namely when business actors take advantage of the psychological state of consumers who are rushed, distracted, or driven by excessively persuasive interface designs (Rina C. Hadi: 2021). In this context, exploitation no longer occurs solely in economic or informational inequality, but also in consumers' mental states and cognitive behaviors, deliberately directed to reduce their discretion in providing consent. Thus, undue influence in digital transactions reflects not only an imbalance in bargaining power but also a form of psychological manipulation that has the potential to substantively erode the principle of freedom of contract.

The relevance of this doctrine to the existence of standard clauses in electronic transactions lies in the reduced meaning of the principle of consensualism, which should be free, conscious, and equal. In practice, even though consumers have formally "clicked agree" as a

form of agreement to the terms and conditions proposed by business actors, this agreement cannot always be said to be born from a process of careful consideration and without pressure. Instead, such agreement is often the result of conditions of structural coercion, where consumers have no room for negotiation or realistic alternatives other than accepting the unilaterally determined terms. In such situations, a defect in will arises because the consumer's will has been "injured" by the lack of genuine choice, either due to the dominance of business actors in the digital market or because the transaction design is designed so that approval is given quickly and automatically (Ahmad Miru and Sakka Pati: 2014). As a result, the agreement, which appears formally valid, is essentially merely procedural, not substantive, because it does not reflect the true freedom of will required by the principle of consensualism in contract law. Therefore, the existence of standard clauses in digital transactions needs to be re-criticized from the perspective of defective will, as it has the potential to shift the meaning of consent from an autonomous agreement to a mere administrative formality.

Judges in deciding cases related to e-commerce transactions are basically required not only to be fixated on a formal legalistic approach, but also to start daring to use the doctrine of abuse of circumstances as a corrective instrument in assessing the validity of an agreement (Salim HS & Erlies Septiana Nurbani: 2022). In this context, if a standard clause is proven to arise from excessive use of a dominant position by a business actor, either through information inequality, economic power, or digital design engineering that suppresses consumers' freedom of choice, then based on the principle of contractual justice, the agreement should be declared a voidable agreement (*vernietigbaar*) (Ridwan Khairandy: 2022). This approach is important because contract law should not stop at formal recognition of the existence of a "click of agreement," but must substantively assess whether the agreement truly arose from the free will of the parties or was actually the result of unbalanced and exploitative conditions (Nabila Rahmawati: 2023). The judges' courage in developing this doctrine serves not only as a protection mechanism for vulnerable consumers but also as an instrument to safeguard the integrity of the principle of freedom of contract, preventing it from being abused by businesses in the digital ecosystem. Ultimately, this is crucial to ensuring that technological advancements and business model innovations are not used as a means of legitimizing exploitative contractual practices, but rather remain within the bounds of justice, balance, and proportional legal protection for all parties.

Thus, the construction of undue influence in modern civil law serves as a safety net for the principle of freedom of contract, preventing it from shifting into a pseudo-freedom or merely formalistic. Freedom of contract cannot be interpreted absolutely as legitimizing parties with dominant economic, technological, or informational power to pressure or direct weaker parties through rigid and unequal standard clauses. Within this framework, undue influence exists to ensure that the agreement-making process continues to meet the standards of substantive justice, namely the existence of a balanced bargaining position and the absence of pressure that influences the free will of either party (Siti Aisyah: 2023). The implementation of this doctrine in e-commerce transactions is becoming increasingly

important considering the nature of digital legal relations which are automated, fast, and require minimal direct interaction, thus increasing the potential for unconsciousness or coercion in providing consent. Therefore, the application of undue influence not only serves as a corrective mechanism against exploitative contractual practices, but also as an effort to restore the spirit of Article 1320 of the Civil Code regarding the requirements for a valid agreement, particularly the element of agreement which must be born freely, consciously, and without any inappropriate pressure, even though the transaction occurs in a fully digitalized and automated system-based digital environment.

3.2. Implementation of the Principle of Proportionality and Consumer Protection regarding Standard Clauses

The implementation of standard clauses in e-commerce practices in many cases demonstrates a disregard for the principle of proportionality, a principle that essentially requires the creation of a reasonable balance between the rights and obligations of the parties according to their respective positions and contributions in the contractual relationship. In an adhesive digital contract system, business actors tend to draft agreements unilaterally without providing room for negotiation for consumers, so that the resulting structure of rights and obligations often does not reflect distributive justice. As a result, the burden of risk in the implementation of transactions is often unilaterally transferred to consumers through various forms of exoneration clauses, such as limiting the business actor's liability, transferring the risk of loss, and eliminating the consumer's right to compensation under certain conditions. Such practices essentially create a significant imbalance because consumers are placed in a more vulnerable position and do not have commensurate bargaining power to reject or change the contents of the agreement. This condition clearly contradicts the spirit of consumer protection as stipulated in Article 18 of the Consumer Protection Law, which expressly prohibits business actors from including provisions that are exclusive, unfair, and unilaterally and unreasonably detrimental to consumers. Thus, the existence of disproportionate standard clauses in e-commerce not only raises issues of contractual fairness, but also reflects a deviation from the principle of legal protection that should be the basis of every business transaction, including in the digital space.

Legal protection for consumers in dealing with standard clauses must essentially begin with strengthening the oversight mechanism for contract content or content control, rather than solely relying on the formal validity of the agreement. In this context, the doctrine of abuse of circumstances (*misbruik van omstandigheden*) provides a theoretical basis for the law to intervene in the substance of contracts that clearly indicate an imbalance or injustice in the relationship between the parties. The presence of this doctrine emphasizes that modern contract law is no longer sufficient to merely assess the fulfillment of the formal requirements for a valid agreement, but must also consider the dimensions of substantive justice contained therein. Therefore, the law must not stop at fulfilling formal requirements such as agreement, capacity, specific objects, and lawful causes, but also needs to go deeper into the analysis of distributive justice to assess whether the exchange of value occurring in the contract has taken place proportionally between the rights and obligations of each

party. If in practice it is found that the contract predominantly benefits one party and systematically places the other party in a disadvantaged position, this could indicate an exploitative nature that contradicts the principle of contractual justice. Thus, this approach demands an active role for the law in correcting substantial imbalances in standard clauses, especially in the context of modern transactions such as e-commerce which are vulnerable to domination by business actors.

The existence of the Electronic Information and Transactions Law (ITE Law) has essentially provided a normative mandate regarding the reliability and security of electronic systems in the implementation of digital transactions, including aspects of protection for digital service users. However, these regulations do not explicitly and comprehensively address the issue of abuse of circumstances in the formation of electronic contracts, particularly those relating to standard clauses that have the potential to create an imbalance in the positions of the parties. In this situation, closer synchronization and harmonization are needed between the provisions of general civil law as stipulated in the Civil Code and the consumer protection legal regime, in order to create a comprehensive and complementary legal protection framework. This integrative approach is important because civil law provides a theoretical basis for the validity of agreements and defects of will, while consumer protection law provides more specific normative instruments for controlling business practices that are detrimental to consumers. Therefore, standard clauses containing elements of undue influence should not only be viewed as individually defective, but should also be qualified as clauses that are contrary to public order and morality, considering that their existence violates the principle of social justice in contractual relationships. This is because such practices fundamentally disrupt the balance that should be the foundation of every agreement, and contradict the fundamental values of law that uphold justice, propriety, and protection for parties in a weak position (Andi Fajar Nugroho: 2024).

The primary challenge in implementing legal protection against standard clauses containing elements of abuse of circumstances lies in the aspect of providing evidence before the courts, given that in practice, consumers are often in a difficult position to prove that the consent given through the action of "clicking agree" was made under pressure, coercion, or an imbalance of information. This difficulty is increasingly apparent because digital transactions occur quickly, automatically, and without documentation that explicitly indicates the existence of psychological or economic pressure at the time of the agreement. However, through the undue influence approach, the construction of evidence can be reoriented not solely relying on subjective evidence from the consumer, but also on objective indications that can be seen from the dominant position of the business actor and the character of the content of the agreement that is clearly unreasonable or very burdensome for one of the parties. Within this framework, if the substance of the clause shows an extreme imbalance, such as the transfer of all risks to the consumer or excessive limitations on the business actor's responsibilities, this can be the basis for a strong presumption that there has been an abuse of circumstances in the process of forming the agreement. Thus, proof of physical violence or direct coercion is no longer required, as pressure in the context of undue influence can be subtle, structural, and systemic, reflected

in the dominance of the business actor and the unfairness of the contract itself. This approach ultimately strengthens consumer protection by shifting the focus of evidence from subjective aspects to an objective assessment of the structure and substance of the agreement.

The principle of good faith in contract implementation is basically a fundamental parameter that not only binds the parties at the agreement implementation stage, but also from the contract formation stage itself (Munir Fuady: 2021). In the context of e-commerce transactions dominated by standard clauses, business actors acting in good faith should not only focus on the formal validity of the agreement, but also ensure that the clauses drafted are understandable to consumers and reflect a proportional balance of rights and obligations. This includes the obligation to present information transparently, not misleadingly, and not placing unfair risks on consumers in a weaker position. If in practice, business actors intentionally conceal risks or burden consumers with detrimental provisions by presenting long, complex, and difficult-to-understand terms and conditions, then such actions can be classified as a strong indication of a violation of the principle of good faith (Herlien Budiono: 2021). Furthermore, such conditions may also indicate an intention to exploit the consumer's ignorance, time constraints, or weak position in order to gain unilateral benefits, which from the perspective of modern contract law may lead to allegations of abuse of circumstances (I Gusti Ayu Ketut Rachmi Handayani: 2023). Thus, the principle of good faith not only functions as an ethical norm, but also as a legal standard that can be used to assess the validity and fairness of the substance of standard clauses in digital transactions.

The role of regulators in the e-commerce ecosystem is crucial in building a fairer and more balanced contractual legal system, particularly through the establishment of minimum contract standards that all digital businesses must adhere to. This standardization serves not only as an administrative guideline but also as a normative instrument aimed at minimizing the scope for deviation that businesses can exploit to include standard clauses that could potentially harm consumers or become a means of abuse. In this context, regulators have a responsibility to ensure that every clause in electronic contracts meets the principles of transparency, proportionality, and fairness, so that consumers are not placed in a position that is systematically disadvantaged due to an imbalance of information or bargaining power.

With clear and measurable standards, the boundaries between legitimate freedom of contract and exploitative contractual practices will become clearer and can be objectively identified, both by business actors and law enforcement officials. Furthermore, the existence of minimum contract standards also serves as a preventative instrument that can reduce the potential for future disputes, because from the outset, legal relationships are framed within parameters that comply with consumer protection principles. Furthermore, such regulations also encourage the creation of a healthy and equitable digital ecosystem, where technological innovation can continue to develop without sacrificing protection for the weaker party in a contractual relationship (Muhammad Ridwan Fadli: 2024). Thus, the presence of regulators is not only a supervisory role, but also a balancing authority that

ensures that the development of the digital industry remains within the legal corridor that upholds justice, fairness, and consumer protection on an ongoing basis.

Consumer protection against abuse of conditions in standard clauses is an absolute requirement for creating a healthy, equitable, and sustainable digital ecosystem. In the context of technological developments that accelerate transactions and automate agreements, the law cannot be passive or merely formalistic. Instead, it must act as an effective counterbalance to ensure that transaction efficiency does not compromise the dignity, civil rights, and bargaining power of consumers, as the more vulnerable party (Niru Anita Sinaga: 2023). Without adequate legal intervention, technological convenience has the potential to become a new vehicle for exploitative practices disguised as pseudo-digital agreements. Therefore, the integration of the doctrine of undue influence into e-commerce dispute resolution is highly relevant as a legal instrument for assessing not only the formal validity of agreements but also the substantive justice contained therein. This approach allows judges and policymakers to look beyond the mere "click of approval," assessing whether the agreement was truly born of free will or was instead the result of structural imbalances and situational pressures within the digital ecosystem. Thus, the application of this doctrine is expected to provide greater legal certainty while simultaneously delivering substantive justice, which has been difficult to achieve when relying solely on classical civil norms that do not fully accommodate the complexity of legal relations in modern electronic transactions (Siti Nurhalimah: 2024)

4. Conclusion

Based on the discussion above, it can be concluded that the doctrine of undue influence or abuse of circumstances has very strong relevance in testing the validity of e-commerce agreements that use standard clauses. The development of digital transactions, characterized by the dominance of business actors in drafting contracts, limited negotiation space for consumers, and the use of "click agree" mechanisms, indicates a shift in the meaning of agreements that no longer fully reflect the free will of the parties. In these conditions, an imbalance in bargaining positions, whether economic, informational, or psychological, has the potential to give rise to defects in will that can no longer be adequately addressed solely through the classical concept of Article 1321 of the Civil Code. Therefore, the doctrine of abuse of circumstances serves as a corrective instrument to assess whether an agreement is truly born of free will or is instead the result of structural exploitation in the digital ecosystem.

Furthermore, it can be concluded that legal protection for consumers in e-commerce transactions cannot rely solely on a formalistic approach to the legal terms of an agreement, but must be oriented towards substantive justice by strengthening the principles of good faith, balance, and proportionality. Standard clauses containing extreme imbalances, excessive exoneration clauses, and manipulative digital design practices indicate the need for legal intervention through the role of judges, regulators, and more responsive legal instruments. In this context, the integration of the doctrine of undue influence into the assessment of digital contracts is crucial to ensure that freedom of contract does not shift

into a false freedom, while also ensuring that the development of the digital economy remains within the corridor of fair, balanced, and sustainable legal protection for all parties.

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