

Juridical Review for Buyers in Sale and Purchase Agreements Via E-Commerce when A Default Occurs

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Article	Abstract
<p>How to cite: Ricky Indoladeshi, et al, 'Juridical Review for Buyers in Sale and Purchase Agreements Via E-Commerce when A Default Occurs' (2024) Vol. 5 No. 2 Rechtenstudent Journal Sharia Faculty of KH Achmad Siddiq Jember State Islamic University.</p> <p>DOI: 10.35719/rch.v5i2.337</p> <p>Article History: Submitted: 15/04/2024 Reviewed: 17/06/2024 Revised: 07/07/2024 Accepted: 02/08/2024</p> <p>ISSN: 2723-0406 (printed) E-ISSN: 2775-5304 (online)</p>	<p>The issues discussed are regarding regulations regarding consumer protection in electronics transactions in Indonesia, legal protection for consumers who suffer losses in purchasing and selling transactions on line shopping sites, responsibility of shopping site managers for losses experienced by consumers when making purchase and selling transactions through on-line shopping sites. The data collection method is data from various reading sources, such as legislation, books, scientific journals, and the internet whose value is relevant to the problems discussed. Based on the research results obtained, it shows that regulations regarding consumer protection in electronics transactions in Indonesia can be properly accommodated by the Consumer Protection Law and the Information and Electronic Transactions Law which is realized through the protection of consumer personal data, conditions for the validity of e-commerce transactions, standard clauses, and regulations regarding e-commerce transactions objects.</p> <p>Keywords: <i>Agreement, E-Commerce, Default.</i></p> <p>Abstrak Permasalahan yang dibahas yakni mengenai pengaturan mengenai perlindungan konsumen dalam transaksi elektronik di Indonesia, perlindungan hukum terhadap konsumen yang dirugikan dalam transaksi jual beli pada situs belanja <i>online</i>, pertanggungjawaban pengelola situs belanja terhadap kerugian yang dialami konsumen pada saat bertransaksi jual beli melalui situs belanja <i>online</i>. Metode pengumpulan data adalah data dari berbagai sumber bacaan, seperti perundang-undangan, buku-buku, jurnal ilmiah, dan internet yang nilainya relevan dengan permasalahan yang dibahas. Berdasarkan hasil penelitian yang diperoleh, menunjukkan bahwa pengaturan mengenai perlindungan konsumen dalam transaksi elektronik di Indonesia telah dapat diakomodasi dengan baik oleh UU Perlindungan Konsumen dan UU Informasi dan Transaksi Elektronik yang terwujud melalui Perlindungan data pribadi konsumen, syarat sahnya transaksi <i>e-commerce</i>, klausul baku, dan pengaturan mengenai objek transaksi <i>e-commerce</i>.</p> <p>Kata Kunci: <i>Perjanjian, E-Commerce, Wanprestasi.</i></p>

Introduction

Legal protection for consumers in *e-commerce transactions* is regulated in Law Number 8 of 1999 concerning Consumer Protection and the Information and Electronic Transactions Law

(UU ITE). The development of electronic transactions cannot be separated from the growth rate of the internet, because electronic transactions run via the internet network. The rapid growth of internet users is a reality that makes the internet an effective medium for business actors to introduce and sell goods or services to potential consumers from all over the world.¹

It can be said that the progress and superiority of communication and information technology has given birth to a new transaction model in the world of trade and business, namely *e-commerce transactions*. *E-commerce is a modern, non-faced business model (not physically present with business actors) and non-sign (does not use original signature)*. *E-commerce are business activities that concern consumers (consumers), manufacturing (manufacturers), service providers, and intermediaries using computer networks networks)*, namely *E-commerce* already covers the entire spectrum of commercial activities.²

Briefly *e-commerce* can be described as a form of modern business via the internet. In Indonesia, this *e-commerce phenomenon* has been known since 1996 with the emergence of the site <http://www.sanur.com> as the first *online* bookstore. Even though it was not yet very popular, in 1996 various sites that carried out *e-commerce began to appear*. Throughout 1997-1998, the existence of *e-commerce* in Indonesia was somewhat neglected due to the economic crisis, but from 1999 until now it has again become a phenomenon that has attracted attention, although it remains limited to people who are familiar with technology. In this business practice, because the parties (buyer and seller) do not meet face to face in carrying out business transactions, the possibility of legal problems, especially regarding aspects of consumer protection, is very likely to occur, for example when a consumer shops or makes transactions via the internet, a situation that What happens will be very different when consumers shop at the market traditional/ conventional.³

When transacting or shopping in traditional/conventional markets, when a consumer feels disadvantaged by the actions of the business actor/seller, the consumer can immediately complain, but when a consumer makes a transaction via the internet, when there is a fraudulent act by the business actor or seller, for example goods that are sent by the business actor does not match the consumer's order, the goods purchased by the consumer are not sent, the goods are sent but late, the goods sent are damaged/defective, etc., then it is usually difficult for consumers to complain to the business actor or seller who can due to several reasons, for example consumers do not know the whereabouts of the business actor, or the business actor does not receive *complaints* after the goods are delivered or there is even bad faith from the business actor who says that the payment money has not been received by the business actor, etc.⁴

The weak position of consumers is often exploited by business actors to obtain maximum profits from consumers. Consumer ignorance factors, unclear information regarding goods/ services provided by business actors, consumers' lack of understanding of transaction mechanisms are factors causing the weak position of consumers. Therefore, in order to create a healthy business climate for consumers in carrying out trade transactions

¹ Abdul Halim Barkattulah, "Bentuk Perlindungan Hukum Bagi Konsumen Dalam Penyelesaian Sengketa Transaksi Elektronik Internasional menurut UU No 11 Tahun 2008", *Jurnal Hukum Bisnis* Vol. 29 No. 1 Tahun 2010, 51.

² Niniek Suparni, *Cyberspace Problematika & Antisipasi Pengaturannya*, Sinar Garfika, Jakarta, 2009, 3.

³ Sandrarina Hertanto & Gunawan Djajaputra, "Tinjauan Yuridis Terhadap Penyelesaian Wanprestasi dalam Perjanjian Jual Beli", *Jurnal Unes Law Review* Vol. 6 No. 4 Tahun 2024, 10372.

⁴ Syamsir Hasibuan & Nika Rahmania, "Tinjauan Yuridis Wanprestasi Atas Perjanjian Jual Beli Online", *Jurnal Dimesni* Vol. 9 No. 1 Tahun 2020, 90.

through *e-commerce*, it is necessary to strive for a new and adequate form of legal regulation that is capable of regulating all their activities.⁵ When a consumer consumes or uses a product or service, every consumer definitely wants satisfaction with the product, at a minimum, the consumer wants clear information about the product to be purchased, confidence that the product purchased is not dangerous for their health and is safe for their souls, the product purchased is suitable and in accordance with their wishes, both in terms of quality and price, consumers know how to use it, there is a guarantee for the product they purchased, but the reality that emerges is that consumers often do not get what they expected optimally, so as a result consumers feel disadvantaged.

Legal protection is a way to protect consumers provided by law or statute to prevent violations or things that could harm consumers' interests.⁶ In this research, consumers use *E-Commerce transactions* obtain legal protection based on the provisions of Legislative Regulations, namely the Law. Consumer Protection (UUPK), Electronic Information and Transactions Law (UUITE).

The first real case example is a breach of contract committed by an *online shopping platform*, namely Shopee, where in this case a consumer bought a *cellphone* in August 2020 through this platform. However, the *cellphone* did not arrive until September 2020 and the consumer tried to ask the shipping expedition for the status of his order and the result was that there was no delivery of the goods he ordered. Then the shipping expedition made a claim to the expedition head office which then asked the consumer to submit a refund to Shopee but Shopee tended to be long-winded and did not immediately process and disburse the consumer's refund, because of this the consumer suffered a loss of Rp. 16,000,000.00. Second, the case of default committed by the online shopping platform Tokopedia. Where on May 25 2021 a consumer purchased a cellphone battery on Tokopedia, but in the evening the seller informed him that the item was out of stock and then the consumer asked Tokopedia for help to cancel his order. However, Tokopedia refused and continued to send the package, then when the package arrived it turned out that the contents were empty and the consumer had sent video evidence of opening the package and contacted Tokopedia. However, Tokopedia has so far not responded and provided a solution to this problem.

Legal protection for rogue sellers in *e-commerce* is stipulated by Law Number 7 of 1997 concerning Company Documents and Law Number 11 of 2008 concerning the Internet and Electronic Transactions. UUITE includes provisions in the field of electronic transactions, including *e-commerce*, and covers violations of consumer rights, such as the right to correct, clear and honest information regarding the condition and guarantee of goods and/or services. UUPK also requires provisions regarding electronic agreements that must be fulfilled in *e-commerce transactions*. If there is a violation of consumer rights in an *e-commerce transaction*, consumers have the right to apply for compensation, compensation and/or reimbursement.

Research Method

The research method used is the normative juridical legal research method, the normative juridical research method is a research method that focuses on the analysis and

⁵ Elisahgtris Gultom, *Cyber Law: Suatu Pengantar Perlindungan Konsumen Dalam Transaksi Perdagangan Melalui Electronic Commerce*, Elips, Bandung, 55.

⁶ R. Elsin, *Aspek-Aspek Hukum Dalam Transaksi Perdagangan secara Elektronik*, Surabaya: Fakultas Hukum Pelita Harapan, 2013, 31.

interpretation of statutory regulations, legal doctrine and court decisions that apply in a legal matter.⁷

In this method, researchers use legal sources as the main basis for answering the legal problems being studied.⁸ The aim is to identify the main and basic meanings in law, namely legal society, legal subjects, rights and obligations, legal events, legal relationships and legal objects.⁹

1. Data source

The data sources used in this research are secondary data sources, namely data sources obtained through literature study including statutory regulations, books, internet, journals, court decisions, and other materials related to the writing of this thesis. The data used in this research consists of:

- a) Primary data sources are data obtained from Law no. 8 of 1999 concerning Consumer Protection, the Civil Code and legislation related to the problem.
- b) Secondary legal materials are legal materials that provide an explanation of primary legal materials.
- c) Tertiary legal materials are supporting legal materials that can provide instructions and explanations for primary legal materials and secondary legal materials. Tertiary legal materials can be in the form of the Big Indonesian Dictionary (KBBI), Legal Dictionary, Legal Science Journal and *Encyclopedia*.

2. Method of collecting data

Data for this research was collected using the bibliography method (*Bibliography Study*), namely collecting data using legal literacy originating from various sources. Literature or document study is the activity of collecting and examining or tracing documents or literature that can provide information or information needed by researchers.

3. Data Analysis Methods

Data analysis is the activity of interpreting and interpreting the results of data processing. The data that has been collected and processed is then analyzed qualitatively, which is done by analyzing the data based on statutory regulations, concepts, theories, views of legal experts and according to the views of the author, then interpretation is carried out to draw a conclusion from this research problem.

Results and Discussion

Legal Arrangements for Buyers in Sales and Purchase Agreements through E-Commerce if a Default occurs according to ITE Law and Civil Code

Article 1 number 17 of Law No.19/2016 contains the definition of an electronic agreement, namely an agreement between the parties made through an electronic system. Electronic agreements are the same as agreements in general, except that agreements are generally not made through an electronic system.¹⁰

⁷ L. J. Moleong, *Metode Penelitian Kualitatif*, PT. Remaja Rosda Karya, Bandung, 2017, 4.

⁸ <https://idtesis.com/pengertian> Normative Law Research accessed on 08 March 2024 .

⁹ Soerjono Soekanto, *Pengantar Penelitian Hukum*, Cetakan Ketiga Universitas Indonesia UI- Press, Jakarta, 2005, 10.

¹⁰ Reza Al Fajar & Ashar Sinilele, "Urgensi Penyelesaian Sengketa Wanprestasi", *Jurnal Alauddin Law Development (Aldev)*, Volume 2. No. 1 Tahun 2020, 54.

The definition of an electronic system is in the first article number five of Law Number 19 of 2016 which includes a series of electronic devices and procedures aimed at compiling, collecting, managing and/or disseminating information in electronic form. In the general explanation of Law No.19/2016, it is explained that electronic systems refer to computer systems as a whole, not only limited to computer hardware and software, but also include networks and/or electronic communication systems. A computer program is a collection of instructions expressed in the form of language, code, schemes, or other formats, which, when combined with media that can be read by a computer, is capable of carrying out certain functions or achieving desired results, including in the process of compiling these instructions.¹¹

Article 1 number 2 of Law Number 19 of 2016 regarding Amendments to Law Number 11 of 2008 concerning the field of Information and Technology, which is usually referred to as Law No. 19/2016, stipulates that electronic transactions refer to legal actions that occur through the use of computers, computer networks, or other electronic means. In other words, electronic transactions are all activities carried out by both parties or several parties related to buying and selling, renting, exchanging transactions, which are carried out using the internet and using the internet network. Examples of transactions are purchasing goods or products through electronic buying and selling platforms, paying for electricity, water or telephone through banking transactions via smartphone media in the form of applications or what is usually called *mobile banking*.¹²

Parties involved in electronic transactions must act honestly and responsibly when communicating or exchanging information and documents electronically in accordance with the provisions of Article 1 point 1 of Law Number 19 of 2016 which states that: Electronic information is one or a collection of electronic data, including but not limited to writing, sound, images, maps, plans, photos, *electronic data interchange* (EDI), electronic mail (e-mail), telegram, telex, telecopy or the like, letters, signs, numbers, Access Codes, symbols, or processed perforations that have meaning or can be understood by a person capable of understanding them.¹³

The electronic documents contained in Article 1 number 4 of Law No.19/2016 are: "Every Electronic Information created, forwarded, sent, received or stored in analog, digital, electromagnetic, computer or electronic system form, including but not limited to in writing, sounds, images, maps, designs, photographs or the like, letters, signs, numbers, Access Codes, symbols or perforations that have meaning or meaning or can be understood by people who are able to understand them.

Article 18 paragraph 1 of Law No.19/2016 concerning electronic transactions included in electronic agreements requires the parties who make them to fulfill the validity contained in Article 5 paragraph 3, namely using an electronic system in accordance with the provisions regulated in the Law. This unless it must be made in writing and notarial deed.

¹¹ Enni Soerjati Priowirjanto, "Pengaturan Transaksi Elektronik Dan Pelaksanaannya Di Indonesia Dikaitkan Dengan Perlindungan E-Konsumen", *Padjajaran Jurnal Ilmu Hukum* Vol. 1 No. 2 Tahun 2014, 288.

¹² Himawan Bayu Aji, "Pengaturan Jual Beli Secara Online Berdasarkan Undang-Undang Perlindungan Konsumen Dan Undang-Undang Informasi Dan Transaksi Elektronik", *Jurnal Hukum Progresif*, Vol. 10, No. 1, Tahun 2022, 14.

¹³ Nugraha, dkk, "Perlindungan Hukum Terhadap Konsumen Dalam Transaksi Online." *Jurnal Serambi Hukum* Vol. 1 No. 2 Tahun 2015, 29.

The validity of a sale and purchase agreement via the internet using the COD method, if reviewed through the Civil Code, will focus on the sale and purchase agreement. Article 1313 of the Civil Code states that an agreement is an action in which one or more individuals enter into a commitment with another or more individuals.¹⁴ It can be concluded that an electronic sale and purchase agreement and a sale and purchase agreement in general have similarities, namely that there must be an agreement between the seller and the buyer. The difference is that in an electronic sale and purchase agreement, the parties enter into an agreement via the internet and do not meet face to face. Meanwhile, in general, in sales and purchase agreements, the parties enter into an agreement by meeting or meeting face to face.

Buying and selling carried out via the internet must of course still follow the current legal regulations which are based on the conditions for the validity of the agreement, namely 1320 of the Civil Code . The conditions for the validity of the agreement are a very important foundation in carrying out buying and selling transactions using the internet. Both direct sales and purchase agreements and buying and selling using internet media 1320 Civil Code as a condition for the validity of the agreement are something that is very necessary, even though all individuals are involved in the agreement, not everyone can be freely involved in the transaction because there are specific rules that determine the validity of the agreement regarding the legal subject in *e-commerce* transactions, referring to Article 1320 of the Civil Code which regulates the conditions for the validity of an agreement.¹⁵

Article 1338 of the Civil Code contains an imperative rule if the agreement is legal according to law, as stated in Article 1320 of the Civil Code , parties involved in making an agreement must ensure that the performance conditions in the agreement do not violate applicable legal provisions, community values, or existing moral norms. This statement shows that the contents and objects of the agreement that have been agreed upon by the parties to the agreement have high legal force and must be respected by the parties to the agreement. This is an affirmation of their freedom in determining the content and objects of the agreement.

It is written in Article 1338 of the Civil Code that the freedom to make agreements is based on the principle that every individual or corporate entity can create agreements without having to pay attention to certain regulations. However, there are limits to this freedom, namely that agreements must be in accordance with the law, not violate ethical values, and not disturb the order of society as previously described.

Subjective Terms include terms related to the individuals or parties involved in the agreement. This involves their consent and capability in the agreement. According to JH Niewenhuis , an agreement in an agreement is formed from two things, namely an offer which is an expression of the desire to make an agreement which includes the essence of the agreement being made, and acceptance which is an agreement from the other party to the offer. Agreement refers to the alignment between the desires of the parties involved in the agreement. Supply and demand in electronic agreements occurs through the electronic media itself. This agreement must be carried out freely by the parties making the agreement and no coercion or pressure from either party is permitted. When linked to the COD system, it means that the agreement between the buyer and seller is when the buyer chooses to use the COD payment method and completes the order desired by the buyer.

¹⁴ Hetty Hassanah, *Aspek Hukum Perdata di Indonesia*, Deepublish, Yogyakarta, 2014, 31.

¹⁵ Suriani, dkk, "Manfaat Informasi Dan Transaksi Elektronik (Ite) Serta Akibat Hukum Yang Terkandung Di Dalamnya", *Jurnal Anadara*, Vol. 2 No. 1 Tahun 2020, 115.

The ability to make an agreement is a person's ability to make an agreement that binds him or herself. These skills are possessed by people who are adults, physically and mentally healthy, and are not prohibited by the governing law. In carrying out a sale and purchase agreement via electronic media and using COD payments, it is very necessary, but because this sale and purchase is not face to face, there are always parties who are immature and can be said to be legally incompetent. So if these conditions are not met, the seller or buyer can request cancellation. The measure of a person's maturity can be measured from Article 330 of the Civil Code .

Objective Terms are provisions that are bound to the object of the agreement which can be clearly identified, either physically or legally, and objective terms are divided into two things, namely, a special thing and a permitted cause. A certain thing is that what is the object of an agreement must relate to clear, specific matters and be justified in the eyes of the applicable law. In buying and selling using electronic media, the seller has goods or products to be sold, meaning that the seller can provide clear information regarding the goods or product information as well as clear prices for the product. A permissible cause is a reason or purpose for making an agreement that does not conflict with law, morality and public order.

In accordance with the provisions in article 1458 of the Civil Code , a sale is deemed to have occurred when both parties reach an agreement regarding the goods and their price, even if the goods have not been delivered or the price has not been paid. This article emphasizes that after there is an agreement regarding goods and their prices, both the seller and the buyer have an obligation to carry out the transaction so that a balance is created between the two. Article 1458 of the Civil Code is related to the COD payment system, namely the goods are delivered to the buyer and then after the buyer receives the goods the buyer must pay for the goods.

Legal Consequences If There Is A Default In Online Buying And Selling Transactions Using The Cash On Delivery Payment System

The consequences of the Law of Default are "Every act that violates the law, which brings loss to another person, requires the person who, through his fault, caused the loss, to compensate for the loss." Article 1365 BW So an unlawful act essentially requires compensation for losses due to wrongdoing. The consequences of default can be classified into three, namely: (a) Paying losses (compensation) for three elements, namely: costs, losses, interest, (b) Cancellation of the Agreement or Termination of the Agreement, (c) Transfer of risk.

If a legal subject is not responsible and commits a default on an *ECOMMERCE transaction* , then he or she can take legal action as regulated in articles 38 and 39 of the ITE Law concerning dispute resolution. That is, by filing a lawsuit in accordance with the statutory regulations governing this act, namely: Civil Code: civil lawsuits are divided into two types, namely: lawsuits for breach of contract and lawsuits against the law. The legal basis for breach of contract is in the provisions of Book III Article 1243 of the Civil Code and for lawsuits against the law under Article 1365 of the Civil Code. The Consumer Protection Law resolves consumer disputes through the courts and resolves consumers outside the courts. The ITE Law reads in full Article 28 paragraph (1) of the ITE Law as follows: "Every person intentionally and without right spreads false and misleading news which results in consumer losses in electronic transactions." Actions as described in Article 28 paragraph (1) of the ITE

Law are threatened with imprisonment for a maximum of 6 (six) years and/or a fine of a maximum of IDR 1 billion (Article 45 paragraph [2] of the ITE Law). Apart from that, he can also report to the authorities (criminal route) that the action is a criminal act of fraud. The elements that must be fulfilled if a civil case in the form of a breach of contract can be criminally reported if the agreement has been made using a false name, false dignity, deception or a series of lies.

Every action or deed carried out by someone will have an impact and consequence. In the legal discussion, it is explained about legal consequences, it is stated that these consequences are the results given by law for an action or deed of a legal subject, such as both parties carrying out a buying and selling transaction via electronic media. Every individual must have the skills to act and assume responsibility so that they are always ready to be held legally accountable.

Legal consequences can be divided into two parts, namely positive legal consequences and negative legal consequences. Positive legal consequences are legal consequences that provide mutual benefits to both parties or several parties in carrying out legal actions, namely entering into an agreement. Legal Actions refer to actions that produce legal consequences that are desired or perceived to be desired by the perpetrator of the action.

Negative legal consequences are legal consequences that cause losses to one of the legal subjects, namely the buyer and the seller. Legal consequences have an important role and are the basis for legal subjects to claim rights and demand compensation for losses experienced by the injured party.

If the legal consequences of an electronic sales and purchase agreement meet the validity requirements, it can be profitable and provide benefits for both parties or several parties entering into the agreement. Even if the agreement meets the validity requirements, good faith will arise from both parties. In order to create an agreement, such as online sales or electronic transactions, it is important to have good intentions from all parties involved, be it the seller in the online business and buyers. The principle of kindness (*good faith*) as explained by Subekti is one of the key elements in contract law.¹⁶

If an agreement meets the four conditions in 1320 of the Civil Code , then the legal consequences that arise are that the agreement is valid and legally binding in force in Indonesia. An example of legal consequences arising from an agreement that meets the validity requirements is an electronic sale and purchase agreement using the COD method, meaning that the seller has the obligation to send the goods in accordance with the information written by the seller and has the right to receive payment from the buyer while the buyer has the obligation to pay for the goods or products using cash after the goods are received and has the right to receive the goods sent by the seller.¹⁷

The legal consequences if the agreement does not meet the requirements for validity can result in losses for one of the parties in a buying and selling transaction via electronic media. The main benchmark is 1320 of the Civil Code . In 1320 of the Civil Code there are 2 requirements, namely subjective requirements and objective requirements. Agreement and

¹⁶ Stephanie Nathania Maramis, "Kajian Hukum Tentang Keabsahan Jual Beli Online Pada Aplikasi Facebook", Jurnal Lex Privatum Vol.11, No. 4 Tahun 2023, 131

¹⁷ Sahrullah, "Sistem Pembayaran Cash On Dilevery (Cod) Pada E- Commerce Ditinjau Dari Maqashi Syariah", Jurnal Ekonomi & Ekonomi Syariah Vol 6 No 1, Tahun 2023, 976.

competence are things contained in subjective terms. Meanwhile, a certain thing and a halal cause are things contained in objective conditions.

If the agreement does not meet the subjective requirements in terms of agreement then: if there is no agreement or the same agreement between the seller and the buyer, for example the seller writes in the description of their goods or products but the product sent to the seller does not match the description written then The agreement can be canceled or returned to the seller by the aggrieved party, namely the buyer. The right to request cancellation is limited to 5 years, this time period is located in Article 1454 of the Civil Code . As long as it is not canceled the agreement will remain legally binding. If the agreement does not meet the subjective requirements in terms of competence because one of the parties is not competent to carry out a sale and purchase agreement via electronic media, for example a person who is not yet an adult or a person under guardianship in accordance with the provisions stipulated in article 1330 of the Civil Code , then the agreement can be canceled by a competent party or a legally valid party in Indonesia. If the agreement does not meet the objective requirements then the sale and purchase agreement must be made via electronic media.

This means that from the start the agreement is considered to have never existed and has no legal force at all. The impact of a revocable agreement is that one of the two parties has the ability to request cancellation of the agreement. The agreement will remain valid for both parties if it is not canceled by the court at the request of the party who has the right to request cancellation. The right to request cancellation of the agreement, submit a claim for restitution, and even the right to demand compensation are rights owned by the party who feels disadvantaged, while other parties who have received benefits from the party who harmed them are obliged to return them.

A void condition is a condition which, if it occurs, will have the effect of terminating the agreement and bringing everything back to its original state, as if an agreement had never occurred between the two parties. This means that canceling the agreement will eliminate all obligations or rights arising from the agreement they made previously.

Conclusion

The validity of a sale and purchase agreement via the internet using the COD method, if reviewed through the Civil Code, will focus on the sale and purchase agreement. Article 1313 of the Civil Code states that an agreement is an action in which one or more individuals enter into a commitment with another or more individuals. Electronic sales and purchase agreements with sales and purchase agreements generally have an agreement in The difference between the seller and the buyer is the sale and purchase agreement via electronic means where the parties enter into an agreement. Article 1338 of the Civil Code is the freedom to make agreements in the principle that every individual or corporate entity can create agreements without having to pay attention to certain regulations. However, the agreement must comply with the law, not violate values and not disturb the order of society.

Legal consequences can be divided into two parts, namely positive legal consequences and negative legal consequences. Positive legal consequences are legal consequences that provide mutual benefits for both parties or several parties in entering into an agreement. Legal Actions refer to actions that produce legal consequences that are desired or perceived to be desired by the perpetrator of the action. Negative legal consequences are legal consequences that cause losses to one of the legal subjects, namely the buyer and the seller. Legal

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