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Legal Review of Online Buying and Selling Transactions

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In online buying and selling practices, common issues include non-delivery of goods, items not as described, late delivery, and damaged goods, which can lead to legal issues. Losses can be experienced not only by consumers but also by businesses selling their goods using the cash on delivery payment method. Agreements made in online buying and selling transactions are still premature because buyers only see the goods listed in the advertisement. The purpose of this research is to determine the legal impact on online buying and selling transactions. The type of research used is normative and empirical research. The normative research is conducted through literature studies from various sources, including legislation, books, journals, and information from online media. Meanwhile, empirical research obtains field data as the main data source, such as the results of interviews and observations. Online buying and selling has the potential to lead to unlawful acts, especially criminal violations, such as providing false information about advertised products, deception between sellers and buyers because the goods that have been paid for do not reach the buyer, or vice versa, goods that have been purchased but not paid for by the buyer. Article 1321 of the Civil Code stipulates that an agreement is legally void if it is made through error, obtained through coercion, or fraud. Researchers recognize that the use of online media for electronic buying and selling transactions must be conducted wisely and in good faith, as potential negligence and crime can result in legal violations.
Keywords: Legal Review; Transactions; Buying and Selling; Online Goods

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1. Introduction

Rapid technological developments impact nearly every aspect of people's lives and activities. The formation of extensive networks has led to rapid transformations across the globe through digital activities. With web innovations, human behavior, communication, and relationships between people have shifted from direct interactions (physical meetings) between consumers and providers of goods and services to indirect interactions (long-distance commerce). These interactions are conducted through the interconnectedness of the internet.

The internet is an electronic medium that can be used for various activities, including browsing, searching for data and news, exchanging messages via email, communicating through social networking sites, and even for commerce. Online transactions differ from conventional transactions. They can be more effective and efficient because they allow individuals to buy and sell with anyone, anywhere, at any time, without the need for face-to-face interaction, as is the case with conventional transactions. Online transactions are based on mutual trust, through electronic sales agreements.

According to Law No. 11 of 2008 concerning Electronic Information and Transactions (UU ITE), as amended by Law No. 19 of 2016 and its most recent revision, Law No. 1 of 2024, electronic transactions are legal acts conducted using computers, computer networks, or other electronic media. In short, all buying and selling activities, agreements, or data exchanges conducted online.

In online transactions, sellers and buyers do not meet face-to-face. The goods being traded are presented in the form of images or text explaining the specifications of the goods to be sold so that consumers can first gather and compare information about the goods or services offered without any geographical limitations (borderless). With online transactions, a business owner, trader, can display or post advertisements or information about their products through a website or site, either through their own site or through another commercial website service provider. If interested, consumers can contact through the website or guestbook available on the site and process it through the website by pressing the 'accept', 'agree', or 'order' button. Payment can also be submitted immediately by entering the credit card number on the site. Buyers must pay the price of the goods according to the terms and conditions specified in the online media.

2. Literature Review and Problem Statement

Business actors are every individual or business entity, whether in the form of a legal entity or not a legal entity that is established and domiciled or carries out activities within the jurisdiction of the Republic of Indonesia, either alone or together through an agreement to carry out business activities in various economic fields. The definition of consumers according to Philip Kotler in his book Principles of Marketing is all individuals and households who buy or obtain goods or services for personal consumption (1). According to article 1329 of the Civil Code, everyone has the right to make a contract, everyone has the right to enter into a sales and purchase agreement, both conventional sales and online sales (2). Business actors and consumers always carry out sales and purchase transactions, both directly and online, which in essence is an agreement. An agreement is a relationship between two people or two parties based on which one party has the right to demand something from the other party, and the other party is obliged to fulfill that demand (3).

In online sales, common issues include non-delivery of goods, items not as described, late delivery, and damaged goods, all of which can lead to legal issues. Losses can be experienced not only by consumers but also by businesses selling goods using the cash-on-delivery method, where buyers do not pay directly upon receipt of the goods from the courier. This study aims to determine the legal impact of online sales agreements and analyze their advantages and disadvantages.

3. Method

This type of research is both normative and empirical. The former involves literature review from various sources, including legislation, books, journals, and online media. The latter, on the other hand, utilizes field data as the primary source, such as interviews and observations. This research is considered empirical because the author conducted the research to analyze the legal review of online sales transactions.

4. Results and Discussion

Legal Impact of Online Buying and Selling Transactions

In a sale and purchase transaction there are two parties, one is called the seller and the other is called the buyer. The seller needs money and the buyer needs an item, an agreement like this is regulated in Article 1457 of the Civil Code which defines a sale and purchase as an agreement by which one party binds himself to deliver an item, and the other party to pay the promised price. Every transaction must be based on the principle of willingness between both parties (mutual consent). They must have the same information (complete information) so that neither party feels cheated (deceived) because there is

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something unknown to one party (a situation where one party does not know the information known to the other party) both in terms of quantity, quality, price and time of delivery (4).

Along with developments, several things have emerged that must be paid attention to, for example in contracts/agreements that occur in electronic transaction activities, especially the protection of the parties concerned. In Indonesia, there is already a special law that regulates this matter, the law is the Electronic Transaction Information Law, one of which regulates electronic contracts. The definition of an electronic contract is explained in Article 1 number 17 of the ITE Law, which reads as follows: "an electronic contract is an agreement between parties made through an electronic system" (5). Online buying and selling transactions are carried out through indirect agreements because the seller and buyer do not meet directly so that the identity of the parties making the agreement is inaccurate even though both have accurate data such as KTP, Passport Photo, Product Goods that are depicted in the system sent to the internet. The explanation in Article 1458 of the Civil Code states that buying and selling is deemed to have occurred between the two parties, as soon as the people reach an agreement about the goods and their price, even though the goods have not been delivered and the price has not been paid. An agreement or agreement between the two parties then both parties are bound to each other to carry out what has been agreed. If one of the parties tries to break the promise of the agreement, they can sue the party who broke the agreement (6).

Online shopping is a form of communication that does not require direct face-to-face communication. Agreements made in online sales transactions are still premature because buyers only see the goods listed in the advertisement posted in the online sale, thus potentially harming the buyer, as well as potentially harming the seller if payment for goods is made using the COD (Cash on Delivery) method. Disputes in business transactions using e-commerce are caused by defaults from the parties, either related to not fulfilling the performance, fulfilling the performance but not in accordance with what was expected, fulfilling the performance incorrectly, and being late in fulfilling the performance (7). Many e-commerce agreements are "standard contracts," meaning agreements whose contents are unilaterally determined by the service provider or seller. Buyers have only two options: agree or disagree. In practice, this type of agreement is prone to imbalance and unfairness, especially if there are clauses that are detrimental to consumers and are not thoroughly read before agreeing to the transaction. In this context, an agreement can be considered imperfect if it is proven that the buyer agreed without fully understanding the contents of the agreement (8).

Currently, losses are often experienced by business actors caused by their consumers. Some consumer actions that cause losses to business actors include hit and run (potential buyers who have confirmed to buy a product, but do not make payment when the order has been processed by the business actor), falsifying proof of payment, canceling orders unilaterally, blocking access that can be contacted by business actors, and so on. The regulation of legal protection for sellers who experience losses in online agreements due to buyer actions is regulated in Article 6 of Law Number 8 of 1999 concerning Consumer Protection regarding the rights of business actors, when the buyer's actions use false data, the seller is also protected by Article 45 A of Law Number 19 of 2016 concerning amendments to Law Number 11 of 2008 concerning Information and Electronic Transactions. Sellers who experience losses due to fraud committed by buyers are also protected by Article 378 of the Criminal Code concerning fraud. The seller's legal action for losses experienced in online shops is dispute resolution outside the court as an initial step (9). There is legal protection for sellers or business actors who are harmed as stipulated in Law No. 8 of 1999 Article 6 concerning Consumer Protection regarding the rights of business actors, namely the right to receive payment based on an agreement on the exchange rate and condition of services or goods, the right to receive legal protection from the good faith of consumers, the right to seek defense from the legal

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settlement of consumer disputes, the right to rehabilitate a good name if it is legally proven that the consumer is harmed not by the services or goods traded, and rights in accordance with other regulations and laws (10).

There are five stages in an online purchasing decision, namely: need recognition, information search, alternative evaluation, purchasing decision, post-purchase (11). After making an assessment, a decision is made to buy or not buy. The buyer's decision after seeing and listening to the product description that has been advertised through online media raises a big question whether the advertised item is of good quality or not, fake or genuine. In article [1] of the Civil Code it states: "All agreements made legally apply as law for those who make them. The online transaction relationship between the seller and the buyer does not have real validity because the agreement does not contain an agreement required by law. Buying and selling is a transaction where there are pillars and conditions that must be carried out by a seller and a buyer. These pillars and conditions are what make a buying and selling transaction said to be "Valid" (12). According to the Republic of Indonesia Law number 11 of 2008 concerning electronic information and transactions in Article 9, it explains that business actors who offer products through electronic systems must provide complete and correct information related to the terms of the contract, producers, and products offered. Business actors do not all provide complete and reliable data information on their business activities but only advertise goods they want to market online. In addition, the seller's identity is not explained in detail while buyers are often asked for personal data such as KTP when registering at online stores such as Shopee, Tokopedia.

In the business world, there are standard clauses/standard agreements that place an imbalance between business actors and consumers, ultimately resulting in an agreement that is detrimental to one of the parties, in this case the consumer (13). Before entering into an online buying and selling transaction, the parties must first understand the terms of the agreement stipulated in Article 1320 of the Civil Code, including:

1. Agreement between both parties;
2. Capacity to perform legal acts;
3. The existence of a specific object or thing; and
4. The existence of a lawful cause.

In online buying and selling transactions, some sellers use third parties to market their products. This means that the agreement and capacity to enter into an agreement are unclear, allowing both sellers and buyers to deceive each other by pretending to sell or buy goods. According to Article 45A paragraph (1) of the ITE Law, namely: "Any person who intentionally and without the right to spread false and misleading news that results in consumer losses in Electronic Transactions as referred to in Article 28 paragraph (1) shall be punished with imprisonment of up to 6 (six) years and/or a maximum fine of Rp. 1,000,000,000.00 (one billion rupiah)". However, if the loss caused by the crime is less than Rp. 250,000.00 (two hundred and fifty thousand rupiah), then the crime of fraud is included in the category of minor fraud, so that consumers who commit fraud can be subject to a maximum prison sentence of 3 (three) months or a maximum fine of Rp. 900.00 (nine hundred rupiah). Article 28 of the ITE Law prohibits intentionally and without the right to spread false and misleading news that results in consumer losses in electronic transactions (paragraph 1) (14). Under current laws and regulations, violations of the provisions of Article 28 are punishable by a maximum of 6 (six) years' imprisonment and/or a maximum fine of Rp1,000,000,000.00 (one billion rupiah). The implementation of the ITE Law still faces many obstacles, so the ITE Law has not been able to provide maximum legal protection for parties who feel disadvantaged, especially in online buying and selling transactions.

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In order to avoid potential losses experienced by both parties in carrying out technology-based online buying and selling transactions, legal protection efforts are needed. This can be done in two ways, namely preventively as a deterrent and repressively as a countermeasure that provides a deterrent effect (15). Legal efforts that can be taken can be through an arbitration body. This is an alternative dispute resolution for both parties (16). Online buying and selling has the potential for unlawful acts such as providing false information about advertised products, deception between sellers and buyers because goods that have been paid for never arrive or reach the buyer's hands or vice versa, the seller's goods have been purchased but not paid for by the buyer. Article 1321 of the Civil Code states that an agreement has no legal force if the agreement in it is given due to an error (mistake), obtained by coercion, or caused by fraud (17).

5. Conclusion

Agreements made in online buying and selling transactions are still considered premature because buyers only see the items listed in the advertisement posted in online sales, which can be detrimental to the buyer if the posted item does not match the one sent. Likewise, the seller can be harmed if the consumer and courier do not send the payment funds using the COD (Cash on Delivery) method. If this happens, it is considered an unlawful act, namely providing false information and fraud. Researchers acknowledge that the use of social media for online buying and selling transactions must be done wisely and in good faith, as potential negligence can lead to legal violations. The researchers recommend that the government tighten comprehensive digital identity regulations for businesses and consumers conducting online buying and selling transactions to ensure accountability for both parties.

6. References

(1) I Gusti Ngurah Agung Bagus Bima Putra. Pengaturan Hukum Pidana Pelaku Penggelapan Jual Beli Online Jurnal Analogi Hukum, Volume 4, Nomor 1, 2022. CC-BY-SA 4.0 License, 2022 : 107. https://ejurnal.warmadewa.ac.id/index.php/analogihukum/article /view/5037/ 3608

(2) Eka Wati. Tinjauan Yuridis Terhadap Perjanjian Jual Beli Secara Online Pada Toko Online Myrubylicious Ditinjau Dari Undang-Undang Nomor 11 Tahun 2008 Tentang Informasi Dan Transaksi Elektronik, Jurnal Hukum, Volume 13 Nomor 1, Januari. 2021 : 145. https://ojs.uniska-bjm.ac.id/index.php/aldli/article/view/4133/2748

(3) Subekti. Hukum Peranjian. PT. Intermesa, Jakarta.1984

(4) Abdul Kodir Alhamdani. Tinjauan Hukum Ekonomi Syariah Terhadap Implementasi Khiyar Dalam Jual Beli Online Pada Marketplace Shopee Jurnal Hukum Ekonomi Syariah dan Keuangan Islam, 2023 : 23. https://journal.albadar.ac.id/index.php/iqtishadsharia

(5) Amalia Rizky. Tinjauan yuridis hukum pidana indonesia dalam mengatur perlidungan hukum terhadap transaksi online (e-commerce). Jurnal Analisis Hukum, 2019:140 https://d1wqtxts1xzle7.cloudfront.net/104380640/pdf-libre.pdf?1689782755

(6) Sriayu Aritha Panggabean. Jual Beli Online dalam Perspektif Hukum Islam dan Hukum Negara. Jurnal Ekonomi & Ekonomi Syariah Vol 5 No 2, 2022 : 1509. https://stiealwashliyahsibolga. ac.id

(7) Yahya Ahmad Zein. Kontrak Elektronik & Penyelesaian Sengketa E-commerce Dalam Transaksi Nasional & Internasional. Mandar Maju, Jurnal Ilmu Hukum Alethea, 2017 : 9. https://ejournal.uksw.edu/alethea/article/view/355

(8) Andi Aulia Nurul Anbiya Az, Implikasi Perjanjian Jual Beli Secara Online Ditinjau Dari Hukum Positif Indonesia, Innovative: Journal Of Social Science Research Volume 5 Nomor 6 Tahun 2025 Page 74-87 E-ISSN 2807-4238 and P-ISSN 2807-4246 https://j-innovative.org/index.php/Innovative/article/view/21295/14461

(9) Randy Freshtiadie. Perlindungan Hukum Terhadap Korban Penipuan Jual Beli Online Secara Cash On Deliver, Jurisdictie Vol 5 No 2, 2023 : 111. https://dev-ojs.journalfhuia.ac.id/Jurisdictie/article/view/136/89

(10) Insan Kharistis Dakhi1, (Unilateral Cancellation Of The Online Sale And Purchase Agreement With The Cash On Delivery (COD) Method, Jurnal Pro Hukum:Jurnal Penelitian Bidang Hukum Universitas GresikVolume 11 Nomor 1, Juni 2022 pISSN 2089-7146 -eISSN 2615-5567. https://journal.unigres.ac.id/index.php/JurnalProHukum/article/view/1700

(11) Kotler, Philip. Manajemen Pemasaran. Jilid 2. Jakarta: Prenhallindo. 1998:170.

(12) Wati Susiawati. Jual Beli dan Dalam Konteks Kekinian, Jurnal Ekonomi Islam Volume 8, Nomor 2. 2017 : 182. https://www.academia.edu/35328311.

(13) Arif Ismunandar, 2021. 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, Tafkirul Iqtishodiyyah Stis Darul Ulum Lampung Timur, 2021 : 68. http://www.ejournal.stisdulamtim.ac.id/index.php/JTI/article/view/24/22

(14) Prameswari, P. M. A., & Astariyani, N. L. G, 2021. Pengaturan hoax (berita bohong) dalam perspektif perbandingan hukum di Indonesia. Jurnal Kertha Semaya, 2021.

(15) Dewi, A. P., & Taun. Tinjauan Yuridis Sistem Perjanjian Pinjaman Online Berdasarkan Kitab Undang-Undang Hukum Perdata. Jurnal Ilmiah Wahana Pendidikan, 2023: 12. https://jurnal.peneliti.net/index.php/JIWP/article/view/3567/2570

(16) Prayogo. Penerapan Batas-Batas Wanprestasi. 2016. Jurnal Pembaharuan Hukum. Vol.7/edisi Juni/V. 2016 : 3

(17) Yonisha Sumual. Kontruksi Hukum dalam Perjanjian Jual Beli Online Platform Marketplace Shopee, 2022 : 151. Media of Law and Sharia, Volume 3, Issue 2, 142-154. https://journal.umy.ac.id/index.php/mlsj/article/view/14333