



## Actions Under the Law in Agreements Through the Internet Media

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### ABSTRACT

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The development of the technology information has encouraged the existence of many activities performed by society through the sophisticated information technology, in this case is internet. One of activities in the cyber discussed in this term is electronic commerce. The usage of internet in humans activities causes a borderless world circumstance. There are a lot of people all over the world can take advantages of internet for their daily lives, but there are also some disadvantages or bad impacts of internet itself, especially in online business activities, as it is well known as E-Commerce. In the electronic commerce itself, it may create the existence of many breaking law actions. Therefore, it is essential to think the solution of these problems in the form of law in actions, given to some tort in the electronic commerce in internet. As the consequence, such cases can be solved in law order and there will not be any vacuum of law that finally may cause a greater loss. This research was carried out based on Law Number 16 Year 2016 on Information and Electronic Transactions (ITE Law), the Code of Civil (Civil Code). The results of this study this time in the business actors or the public at large so as to better understand the buying and selling transactions (e-commerce) and the extent to which these transactions (e-commerce) umbrella law, namely Law No. 16 Year 2016 on Information and Electronic Transactions (UU ITE), the Code of Civil (Civil Code). Legal actions experience their development through jurisprudence both in the Netherlands and in Indonesia, which expands the meaning of legal actions not only violating laws, but also violating decency and decency that live and apply in society.

### Keywords:

Act against the law, buying and selling, online transactions, e-commerce.

### I. INTRODUCTION

Today's trade is progressing very rapidly, this development is not only in what is traded but also in the procedures for trading itself. At first trade was carried out by barter between two parties who met directly and met face to face and then made an agreement about what would be exchanged without an agreement. After the discovery of means of payment, barter gradually turned into buying and selling activities, giving rise to the development of trade procedures.<sup>1</sup>

The positive impact is of course something that is expected to be beneficial for the benefit of human life in the world, including in Indonesia as a developing country, where the results of scientific and technological advances are mixed

in various forms and consequences so that they can be utilized by the community.

The negative impacts arising from the progress of science and technology must also be thought of as a solution because this can affect mental life. One of the efforts that can be made to realize significant economic growth in the trade sector, especially in the era of globalization is through the process of implementing the trade system and information technology.<sup>2</sup>

Currently the development and application of information technology in the economic sector has grown rapidly. The rapid development and application of information technology has resulted in an easier flow of information that can be obtained by the public, as well as making it easier for people to communicate with each other

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<sup>1</sup> Heru Kuswanto. "Keabsahan Perjanjian Jual Beli Benda Bergerak melalui Internet (Tinjauan dari Buku III KUHPerduta dan UU No. 11 Tahun 2008)", *Jurnal Ilmu Hukum*, Fakultas Hukum Universitas Narotama Surabaya, Vol.20 April Tahun 2011, h 56

<sup>2</sup> Onno W. Purbo, *Mengenai Electronic Commerce*, Elex Media Komputindo, Jakarta 2001, h. 2

across space and time boundaries. Globalization in the world economy, especially trade, is increasingly facilitated by the existence of the internet (Interconnected Networking) as a fast medium of communication.<sup>3</sup>

According to Ethan Katsh, Professor from the University of Massachusetts said that there is a close relationship between time, space and law. Changes and rapid developments in technology result in the use of space that is increasingly urgent and in this case must be accompanied by adequate legal regulations. The world must be able to anticipate that one of the three factors above should not be left behind by the others, because it will cause a global imbalance.<sup>4</sup>

Trading business activities via the internet are known as Electronic Commerce, which is an activity that is mostly carried out by everyone, because electronic buying and selling transactions can make time effective and efficient so that one can make buying and selling transactions with everyone anywhere and anytime. Thus all buying and selling transactions via the internet are carried out without face to face meetings between the parties, they base the buying and selling transactions on mutual trust, so that buying and selling agreements that occur between the parties are also carried out electronically either via e-mail or other methods, therefore there is no agreement file like in conventional buying and selling transactions.

Such conditions can, of course, lead to various legal consequences with all the consequences, including if an unlawful act arises from one of the parties in an electronic buying and selling transaction, it will make it difficult for the aggrieved party to sue for all losses arising and caused by the act. against the law, because from the start the legal relationship between the two parties in question did not directly confront, it is possible that the party who had committed the unlawful act was in a country that was very far away so that it was very difficult to file charges against him unlike other claims that could be conducted in a conventional/ordinary legal relationship.

Trade transactions can be carried out directly or indirectly, meaning through the internet media. Trading transactions by utilizing internet facilities have changed the business world from traditional trading patterns to a more modern trading system, namely a virtual trading system and known as Electronic Commerce. In its development, Electronic Commerce was born not only because of the

development of information technology, but also because of the demands of society for services that are fast, easy, practical, and want better quality.

Electronic trade transactions in Indonesia are showing rapid development, in this case internet technology, especially e-commerce, has a very large influence on global trade. Electronic Commerce (e-commerce) is a trade transaction involving individuals, organizations or entities, based on 3 digital data processes including text, or an open network.<sup>5</sup> The very rapid development of Electronic Commerce is caused by several things, as follows:<sup>6</sup>

1. Electronic Commerce has the ability to reach more customers and customers can access all information continuously at any time;
2. Electronic Commerce can encourage the creativity of the seller in a precise and fast manner and the distribution of the information submitted takes place periodically;
3. Electronic Commerce can create high efficiency, cheap, and informative;
4. Electronic Commerce can increase customer satisfaction, with fast, easy, safe and accurate services;

Although the use of the internet in trade transactions promises various conveniences, this does not mean that electronic commerce is a system that is free from problems, especially for countries that have not regulated electronic commerce. In practice, there have been many cases that have harmed consumers as a result of the use of internet media in this trade transaction.

This case, for example, is a breach of contract by a business actor against a consumer in a buying and selling transaction via the internet, in this case the consumer has made a payment through internet banking facilities to the business actor, but the business actor does not send the goods the consumer has purchased or the business actor mistakenly sends goods, so this is detrimental to consumers. In addition, there are often acts that can be qualified as unlawful acts.

At first glance, unlawful acts or unlawful acts (onrechtmatigedaad) have similarities to the concept of default (Dutch: Wanprestatia), so a deeper understanding requires discussion to find out the similarities and differences between the concept of tort and default.<sup>7</sup> Unlawful acts are

<sup>3</sup> Hetty Hassanah, *Analisis Hukum Tentang Perbuatan Melawan Hukum Dalam Transaksi Bisnis Secara Online (E-Commerce) Berdasarkan Burgerlijke Wetboek Dan Undang-undang Nomor 11 Tahun 2008 Tentang Informasi Dan Transaksi Elektronik*, Jurnal Wawasan Hukum, (2015), Vol. 32, No. 1, h.38-51

<sup>4</sup> Amir Syamsuddin, *Hukum Siber*, Jurnal Keadilan, (2001), Vol. 1. No. 3

<sup>5</sup> Abdul Halim Barkatullah dan Teguh Prasetyo, *Bisnis E- Commerce Studi Sistem Keamanan dan Hukum di Indonesia*, Pustaka Pelajar, Yogyakarta, 2005, h. 1

<sup>6</sup> M. Arsyad Sanusi, *Transaksi Bisnis dalam Electronic Commerce*, (2001), Jurnal Hukum, Nomor 16 Vol. 8,

<sup>7</sup> Gita Anggreina Kamagi, *Perbuatan Melawan Hukum (Onrechtmatige Daad) Menurut Pasal 1365 Kitab Undang-Undang Hukum Perdata Dan Perkembangannya*, Jurnal *Lex Privatum* Vol. VI, No. 5, Juli, 2018, h.57-65

similar to defaults. According to I. Ketut Oka Setiawan, in general, the rights and obligations arising from the agreement are fulfilled by the parties, both debtors and creditors. However, in practice sometimes the debtor does not comply with what is his obligation and this is what is called a 'default'.<sup>8</sup>

Currently, Indonesia already has regulations in the form of Law Number 19 of 2016 concerning Amendments to Law Number 11 of 2008 concerning Information and Electronic Transactions (hereinafter referred to as the ITE Law). In the ITE Law there are regulations regarding electronic transactions including trading via the internet, but often cannot accommodate cases of unlawful acts in these electronic transactions due to the wide scope of the definition of unlawful acts that are not explicitly or specifically regulated in the ITE Law.

Arrangements regarding unlawful acts are only regulated in Article 1365 BW, which requires legal interpretation in applying these provisions to cases of unlawful acts in E-commerce. Moreover, often acts against the law are directly considered as a criminal act, giving rise to difficulties in prosecuting material and immaterial losses, because criminal sanctions only provide corporal punishment and/or fines which aim to create a deterrent effect on perpetrators. Based on the description of the background, there are several interesting problems to be examined and discussed, while these problems are: 1). What is the concept of unlawful acts that occur in agreements through electronic media?, 2) how is the settlement process for unlawful acts that occur in agreements through electronic media?

## **II. RESEARCH METHODOLOGY**

This article is a research using this type of legal research prescriptive as well applied. Executed using statutory approach. Approach The law (statute approach) is carried out by reviewing all laws and regulations related to the issue law being handled.. Data collection was carried out by means of a literature study or document study (library research) and data sources used primary data and secondary data. Presentation of data carried out along with data collection, then and research back and collect data then a conclusion is drawn.

## **III. DISCUSSION**

### **3.1. The Concept Of Unlawful Acts That Occur In Agreements Through Electronic Media**

Law is of course closely related to the social life of society. In the context of social relations, the legal dimension can be understood as rules or norms which are guidelines for

life and guidelines for appropriate or expected behavior. Here the law intends to regulate social order. Therefore, when these life instructions/which contain orders and prohibitions are violated, it can lead to action in the form of imposing sanctions from the government or community authorities.

As formulated by various definitions of jurists, what is called law consists of 4 elements:

1. Regulations regarding human behavior in society.
2. Regulations are promulgated by authorized bodies.
3. Regulations are coercive, meaning that everyone must obey or obey the law.
4. Sanctions for violations are strict.

From the legal understanding above, true law can be classified into several classes or categories based on several measurements, so that a better understanding can be obtained and it is easier to find and apply it. From this classification, the most important thing is the division of law based on its content, namely public law and private law. An agreement is an event when someone promises to another person or when that person promises each other to do something. In this agreement a legal relationship arises between the two people/the engagement. This agreement is concrete in nature.

Unlawful conduct is not can be released as it is violation of someone's rights. Recht in its most basic sense is right. While the right in meaning of unlawful act is a given authority by law against someone with close other people to these rights.<sup>9</sup> Rosa Agustina stated that a actions can be said to be against the law if it meets 4 criteria. First, contrary to the subjective rights of people other. This subjective right is divided into 2 type, namely the subjective rights of individuals who consists of vested interests the highest value to the concerned, direct recognition of authority concerned by a rule legislation, and a position strong evidence in a case that may arise. While rights subjective in society consists of rights absolute property, such as property rights, personal rights such as the right to have integrity to the soul and life, personal freedom, honor and reputation, and privileges, for example the right to occupy the house by house tenant.<sup>10</sup>

Second, contrary with my legal obligations as stipulated in the regulations issued legislation legally by the competent authority and has the power to pull out. Third, contrary to decency. That is social norms in society as long as the norm is accepted by society in unwritten form. Fourth, contrary to propriety, thoroughness and caution. Forms actions that fall into this category including harmful acts others without proper interest, useless act pose a danger to others based on normal thinking is necessary noticed.<sup>11</sup>

<sup>8</sup> Ketut Oka Setiawan, *Hukum Perikatan*, Sinar Grafika, Cetakan Pertama, Jakarta, 2016, h. 207

<sup>9</sup> Soetojo Prawirohamidjojo dan Marthalena Pohan. *Onrechtmatige Daad*. Surabaya: Djumali. 1979. h.3

<sup>10</sup> Rosa Agustina. *Perbuatan Melawan Hukum*, Denpasar : Pustaka Larasan. 2012.h. 8-9

<sup>11</sup> Syukron Salam, *Perkembangan Doktrin Perbuatan Melawan Hukum Penguasa*, Jurnal Nurani Hukum. Vol. 1 No. 1 Desember 2018, h. 33-43

As for the meaning of action against the law regulated in the article 1365 of the Civil Code has developed in legal theory. Originally the notion of fighting law only interpreted narrowly ie acts that violate the law just. However, then the Hoge Raad entered the famous case against Lindenbaum Cohen expanded the meaning of tort not just as a violation law, but also every act which violates propriety, prudence, and decency in interpersonal relationships citizens and objects of people other.<sup>12</sup>

More unlawful acts defined as "injurious" than a breach of contract, cause the lawsuit is not based on the facts contractual relationship. But since its emergence Lindenbaum case against Cohen, views regarding unlawful acts only contrary to legal rights and obligations which according to the law alone has changed and it can be said that there is contractual relationship can be sued against the law.<sup>13</sup>

If the parties have entered into an agreement or agreement in accordance with the legal terms of the agreement, it can be said to be valid according to law if it is legalized before a notary appointed and agreed upon by the parties to the agreement. However, at first an agreement went smoothly and well until the parties deliberately committed acts against the law by making changes without notification to the other party, so that it became blurred and made things that were clear seem unclear.

Where in an agreement there is often an act against the law which intentionally or unintentionally violates the applicable law or regulation/agreement.<sup>14</sup> Negligence in an agreement between the creditor and the debtor which results in an unlawful act, in accordance with article 1365 of the Civil Code which reads:

- a. Act against the law or onrechtmatigedaad
- b. Does not provide a formulation of what is meant by onrechtmatigedaad. So far, its formulation has been left to doctrine and jurisprudence.
- c. An act is said to be against the law if it fulfills the elements specified by law.
- d. Article 1365 of the Civil Code "Every act that violates the law, which brings harm to another person, obliges the person who because of the mistake of issuing the loss to compensate for the loss"

The provisions of article 1365 above regulate the accountability of caused by an unlawful act either by doing or

by for not doing. Whereas article 1366 of the Civil Code is more directed to demands for liability resulting from wrong doing negligence. Based on the decision of the Hoge Raad 1919, which is interpreted by breaking the law is :<sup>15</sup>

1. Violating the rights of others, such as personal rights (body integrity, freedom, honor, etc.) and absolute rights (property rights, trade name, etc.);
2. Contrary to the legal obligations of the perpetrator;
3. Contrary to decency, namely the act committed someone contrary to the manners that live and grow in society;
4. Contrary to the rigor that must be heeded in public.

The definition of an unlawful act in the decision of the Hoge Raad 1919 is in a broad sense because it not only violates the law, but also contrary to the perpetrator's legal obligations, decency, and accuracy that must be respected in society.

In general, especially if you follow the mainstream of legal thought in Indonesia, these two concepts experience divergence in the direction of their interpretation. Acts against civil law lead to broad (extensive) meanings, namely by interpreting law not the same as law (wet). It is different from acts against the law in the criminal field which actually lead to a narrower (restrictive) meaning, which is more directed to the nature of formal violations of law (formeel wederrechtelijkheid).<sup>16</sup>What is called law usually refers to the provisions of positive norms in the existing, written, and applicable criminal legislation system before the act is committed.

### **3.2. The Settlement Process For Unlawful Acts That Occur In Agreements Through Electronic Media**

The consequences of unlawful acts are regulated in Articles 1365 through 1367 of the Civil Code as follows: According to Article 1365 of the Civil Code it is quoted as saying: Every act violates the law, which brings losses to someone else, obliges the person because of his mistake issue the loss to compensate for the loss. Meanwhile, Article 1366 of the Civil Code states: Everyone is responsible not only for the loss that due to his actions, but also for losses caused by negligence or carelessness. Furthermore, Article 1367 of the Civil Code, states: No one is solely responsible for the loss caused by his own actions, but also for losses caused by the actions of those who be his responsibility, or caused by people who under his supervision ... etc.

<sup>12</sup> Suharnoko. *Hukum Perjanjian Teori dan Analisa Kasus*, Jakarta: Kencana, 2004, h.7

<sup>13</sup> Evalina Yessica, *Karakteristik dan Kaitan Antara Perbuatan Melawan Hukum dan Wanprestasi*, Jurnal Repertorium, (2014), Vol 1, No.2, Surakarta: Magister Kenotariatan Fakultas Hukum Universitas Sebelas Maret

<sup>14</sup> Lukman Santoso *Hukum Perjanjian Kontrak, Panduan Memahami Hukum Perikatan Dan Penerapan Surat*

*Perjanjian Kontrak*. (Cetakan Kedua), Kompas Gramedia Group, Yogyakarta, 2012, h.35

<sup>15</sup> Salim H.S., *Pengantar Hukum Perdata Tertulis*, Sinar Grafika, Jakarta, 2006, h. 170.

<sup>16</sup> Shidarta, *Mengungkit Kembali Konsep Dasar "Perbuatan Melawan Hukum"*, Januari 2015, <https://business-law.binus.ac.id/2015/01/27/mengungkit-kembali-konsep-dasar-perbuatan-melawan-hukum/>



Based on the excerpt of the Article above, in general it gives an overview of the limitations of the scope of consequences of an act of resistance law. As a result of an unlawful act legally has consequences against perpetrators and people who have internal legal relations forms of work that lead to unlawful acts. So, the consequences arising from an unlawful act will be realized in the form of compensation for victims who suffered.

Compensation for losses as a result of an act of resistance law, as mentioned above, can be in the form of compensation material and immaterial. As a rule, in practice compensation for losses is calculated in money, or equivalent to money in addition to the demands replacement of objects or items that are considered to have suffered damage/confiscation as a result of the perpetrator's unlawful act.

It is said that actual losses are losses that are easy to see real or physical, both material and immaterial. This loss based on concrete things that arise as a result of actions against the law of the offender. While the losses are in the future. Future losses are losses that can be expected to arise. It is said that actual losses are losses that are easy to see real or physical, both material and immaterial. This loss based on concrete things that arise as a result of actions against the law of the offender. While the losses are in the future Future losses are losses that can be expected to arise.

Agreements in e-commerce occur between the two parties where one party promises the other party to do something. Where agreements that occur in e-commerce can use the basis of Article 1313 of the Civil Code as the arrangement. So what are the legal requirements for an agreement contained in the Civil Code must be considered so that the imposition of agreement rules in Indonesia which generally use the Civil Code can be applied, and agreements in e-commerce can be recognized for their validity.<sup>17</sup> To find out whether a sale and purchase agreement via the internet is legal or not, we must first look at what are the legal terms of an agreement.

In agreements based on electronic or e-commerce business transactions, according to C. Maya Indah's<sup>18</sup> explanation, transactions that occur are usually carried out in a standard contract. Therefore, one party (the seller) has prepared the standard terms listed in the contract form (web contract) and then offered to the other party for approval. This standard agreement in the business world is often carried out. However, the nature of this agreement is that there is almost no negotiation in the formulation of agreement clauses.

<sup>17</sup> Lawrence M. Friedman, *American Law*, W.W. Norton and Co., New York, 1984, p. 1

<sup>18</sup>

<https://wonkdermayu.wordpress.com/artikel/tinjauanhukum-mengenai-perbuatan-melawan-hukum-dalam-transaksi-jual-beli-melalui-internet-e-commercedihubungkan-dengan-buku-iii-kuh-perdata/> pada tanggal 17 Februari 2023

A person cannot be prosecuted for having committed an unlawful act, if the act was committed in a state of emergency/noodweer, overmacht, realization of personal rights, because staffing orders or forgivable misjudgments. If the element of error in an act can be proven then he is responsible for the losses caused by his actions, but a person is not only responsible for losses caused by his own mistakes, but also for actions that contain mistakes committed by people who are dependents, goods under their control and pets, as determined in Articles 1366 to Articles 1369 Civil Code.

As a result of default by the debtor or parties who have the obligation to carry out the achievements in the agreement, it can cause losses to creditors or parties who have the right to receive achievements. Legal consequences for debtors or parties who have the obligation to carry out the achievements in the agreement but do default, namely:<sup>19</sup>

- a. He must pay compensation for losses suffered by creditors or parties who have the right to receive achievements (vide Article 1243 Civil Code);
- b. He must accept the decision of the agreement accompanied by payment of compensation (vide Article 1267 of the Civil Code);
- c. He must accept the transfer of risk from the moment the default occurs (vide Article 1237 paragraph (2) of the Civil Code);
- d. He must pay court fees if he is sued in court (vide Article 181 paragraph (1) HIR)

In principle, not all losses that are requested for compensation. The Civil Code contains limitative provisions that the loss must be paid by the debtor or a party who has the obligation to carry out the performance in the agreement to the creditor or the party who has the right to receive the achievement, as a result of default, are:<sup>20</sup>

- 1) Losses can be foreseen at the time the agreement is made.

The debtor or party who has the obligation to carry out the performance in the agreement is only required to pay compensation that he has or should have suspected at the time the agreement was made, except if the non-performance of the agreement was due to deception by him (vide Article 1247);

<sup>19</sup> Muhammad Syaifuddin. *"Hukum Kontrak: Memahami Kontrak dalam Perspektif Filsafat, Teori, Dogmatik, dan Praktik Hukum"*. Mandar Maju. Palembang. 2012., h. 343

<sup>20</sup> Muhammad Syaifuddin. *Ibid.*, h. 348

2) Losses as a direct result of default.

If the agreement is not implemented due to the deception of the debtor or the party who has the obligation to carry out the performance in the agreement, then the payment of compensation suffered by the creditor or the party who has the right to receive the lost achievements and profits for him, consists only of what which is a direct result of non-performance of the agreement (vide Article 1248 of the Civil Code)

Acts against the law in online business transactions (E-Commerce) is said to have happened when it has happened (finished) an act of one the party that is intentionally committed against other parties and the consequences of their actions it causes losses the other party. Which deed done online or in cyberspace through electronic instruments/data, either using information or documents electronics in various ways in cyberspace. Use of electronic data as a medium for conveying messages/data so delivery can be done easy access to information concise, both in the form of electronic data analog or digital, according to meaning that E-commerce is trading system that uses electronic mechanisms that exist in the network internet and become a new color in business world electronically and online.

The occurrence of unlawful acts in online business transactions (E-Commerce) which cause the above losses, requires rules that will become the legal basis for lawsuits compensation. Burgerlijk Wetboek and the ITE Law have a very important role in this regard, because it explicitly regulates claims for compensation due to unlawful acts in business transactions online (E-Commerce) is not regulated in the laws and regulations in Indonesia, but according to the mandate of the Judicial Power Act, which states that judges are required to explore the values that live in society so that there is no legal vacuum, it becomes a guideline that judges cannot reject any case that goes to court on the grounds that there are no rules or incomplete rules.

Extensive legal interpretation or broadening the meaning of a word in a statute is one of them way to solve the problem. Thus Article 1365 BW can be used as a legal basis for prosecution compensation for acts against the law in online business transactions (E-Commerce), with support evidence based on electronic data which is recognized as valid evidence as in the applicable procedural law in Indonesia, has been regulated in Article 5 of the ITE Law. Therefore, BW and the ITE Law plays a very important role in dealing with obstacles related to claims for compensation for actions against the law in online business transactions (E-Commerce) referred to.<sup>21</sup>

The operation of electronic systems is required by article 15 of Law No. 16 of 2016 to operate electronic systems in a reliable (meaning that electronic systems have capabilities appropriate to the needs of their use) and safe (meaning electronic systems are physically and non-physically protected) and responsible for the operation of electronic systems as it should be (in the sense that there must be a legal subject who is legally responsible for the operation of the electronic system). This imperative provision does not apply in the event that force majeure, errors and/or negligence of the electronic system user can be proven.

Furthermore, as long as it is not stipulated otherwise by a separate law, every operation of an electronic system is required by Article 16 of Law No. 16 of 2016 to operate an electronic system that meets the minimum requirements, as follows:

- a. Can display electronic information and/or electronic documents as a whole in accordance with the retention period stipulated by Laws and Regulations;
- b. Can protect the availability, integrity, authenticity, confidentiality and accessibility of electronic information operation of the electronic information system;
- c. Can operate in accordance with procedures or instructions in operating electronic systems;
- d. Equipped with procedures or instructions announced in language, information, or symbols that can be understood by the party concerned with the operation of the electronic system; And
- e. Have an ongoing mechanism to keep procedures or instructions up to date, clear, and accountable

Verification and authentication of electronic contracts is very urgent not only in the context of security (in the macro-systemic sense), but also in the context of proof (in the sense of the micro-systemic elements) of electronic contract law.

Electronic contracts based on electronic or e-commerce business transactions are different from contracts on generally, because electronic contracts use electronic systems or electronic media as the medium for their creation, so that the documents used are not paper documents as is the case in contracts in general, but electronic documents, which until the document evidence is printed (printed out) in hard copy, evidence from a computer can easily disappear, easily changed without being able to be traced back, no materialized, and difficult to read.<sup>22</sup>

<sup>21</sup> Widjawan Danang, *E-logistics contract*, Bandung: Keni Media, 2017,h.17

<sup>22</sup> Ahmad Mujahid Ramli. *Cyber Law dan HAKI Dalam Sistem Hukum Indonesia*. Bandung : Refika Aditama. 2004,h.56

So, the source or authentication of evidence related to electronic information and/or electronic documents received by a system electronics are difficult to ensure regarding its authentication. Therefore, it is necessary to have positive legal rules that regulate the tools and mechanisms for verifying and authenticating electronic information and/or electronic documents in electronic systems in the context of proving electronic contract law based on electronic business transactions or e-commerce.<sup>23</sup>

Settlement of disputes that arise in the business world is a separate problem because when business people face certain disputes, he will be faced with a judicial process that lasts a long time and requires no money few, while in the business world, the desired dispute resolution is one that can take place quickly and inexpensively.<sup>24</sup> In addition, it is hoped that the settlement of disputes in the business world will not damage subsequent business relations with whom he has been involved in a dispute. This is certainly difficult to find if the parties concerned bring their disputes to court because of the settlement process Disputes through court (litigation) will end in the defeat of one party and the victory of the other party.

In addition, in general, various criticisms can be raised of resolving disputes through courts, namely the process is slow, litigation costs are high, courts are generally unresponsive, court decisions do not resolve problems and the ability of judges is generalist or limited. According to the three dispute resolutions mentioned above and which are well known in the community, they are the choice of settlement disputes that can bring benefits to the parties, but to determine which one is the fastest among the three, really depends on the considerations of each party.

#### IV. CONCLUSION

Legal provisions regarding unlawful acts are regulated in Article 1365 BW and are not regulated in Law Number 11 of 2008 concerning Information and Electronic Transactions. The provisions of Article 1365 BW can be applied to cases of unlawful acts in online business transactions (E-Commerce), to fill legal voids, which are carried out based on extensive legal interpretations. The emergence of obstacles to claims for compensation for unlawful acts in online business transactions (E-Commerce) can be resolved by revamping the E-Commerce agreement, must meet the requirements for the validity of the agreement as stipulated in Article 1320 BW and do not violate public order and decency, must also attention to aspects of caution when making this E-Commerce business deal. However, compensation arising from unlawful acts in E-Commerce can be sued, taking into account the law of evidence for the losses incurred, both materially and immaterially. E-commerce

issues are the seller's responsibility if you default on buying and selling through E-commerce. Implementation of contracts in E-commerce generally occurs between parties who are domiciled in different countries or cities, so that the implementation of E-commerce contracts does not encounter obstacles, Of course, the problem regarding the jurisdiction of the court's authority in handling these disputes must be found a solution and there must be a definite rule of law in the regulation.

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