

Legal Protection of Buyers in Sales Contracts via Electronic Systems



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ABSTRACT: The Inquire about on Buyer Lawful Security within the deal and buy assention through an electronic framework points to discover out how the legitimacy of the deal assention through an electronic framework and how the shape of legitimate assurance of buyers for misfortunes due to harm to merchandise obtained through an electronic. By the assention between the seller and the buyer within the deal and buy understanding, they have the rights and commitments. This investigate strategy utilize Library Research Strategy and the inquire about carried out within the library, where information is gotten from available information by perusing, considering books, laws and relations, magazines, logical paper, lawful word references and so on. Based on the strategy utilized, the comes about of this think about demonstrate that the legitimacy of the deal and purchase agreement through an electronic framework still considers the legitimacy of the assention as Article 1230 KUHP of the Respectful Code, specifically assention of both parties, where both parties are able in doing lawful activity and cause-effect which is lawfull. Buyer's legitimate security for misfortunes due to harm to merchandise obtained through electronic frameworks is preventive assurance and oppressive security, the buyer who endured the misfortune casue for loss or claim the substitution of the harmed merchandise with products of the same brand.

KEYWORDS: Protection Contract, Electronic System, Legal Protection

INTRODUCTION

Everybody is free to do different things in arrange to preserve his life, as in this case the buying and offering exchanges that happen in society in arrange to fulfill his life needs. Djoko Prakoso and Bambang Riyadi too said that buying and selling exchanges are the correct of each person / human being, said so because buying and offering may be a human action that's required to fulfill their day by day needs(Djoko Prakoso, 1987). In a deal and buy exchange, any sort of question that's exchanged, extending from standard buying and offering such as buying and offering sweet at booths to buying and offering in composing such as buying and offering arrive, is free to do as long because it does not damage the appropriate laws and directions.

Deal and buy may be a corresponding understanding in which one party (the vender) guarantees to grant up the possession of an thing, whereas the other party (the buyer) guarantees to pay a cost comprising of a whole of cash in return for the procurement of the proprietorship right(Subekti, 1992).

Deal and buy as controlled in Book III of the Respectful Code (KUH Perdata) in Article 1457 is characterized as takes after an understanding by which one party ties himself to convey an thing, and the other party to pay the guaranteed cost.

Particularly, Article 1491 of the Gracious Code directs the seller's commitment to buy is to ensure two things, specifically:

1. Safe and secure possession of the goods sold.
2. The absence of a hidden defect in the goods or one that is such as to give rise to grounds for rescission.

The quick and unavoidable improvement of innovation nowadays has significantly affected the way of life and introduction of society towards the advanced world. Individuals are presently beginning to take off customary ways and supplant them with down to earth and proficient ways, concurring to the common sense and speed advertised by innovation. Mechanical advancements have presently entered into different areas of human life, such as instruction, exchange, wellbeing, managing an account, protections, amusement and different other areas. One frame of mechanical improvement is computers and web systems that make it simpler for individuals to get to different data around the world. The web as one of the mechanical improvements that has opened up unused commerce areas, modern intuitive and modern trade systems without borders within the world, the web makes it less demanding for individuals to associated commerce, economy, social and culture(Ustadiyanto dan Riyche, 2001).

In Indonesia, the electronic commerce commerce has advanced exceptionally quickly. This can be apparent within the number of companies that do trade within the field of electronic commerce. The rise of business visionaries contributing in Issue 15 October

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Commerce within the field of electronic commerce requires the government to be more mindful of a alter in society. The electronic commerce has been upheld by its directions and has made a law administering it, to be specific Law No. 19 of 2016 concerning Electronic Data and Exchanges, but in reality there are still numerous on-screen characters who don't get it the Law issued by the Government so that the buyer parties are distraught in terms of these exchanges.

Electronic commerce appears that the utilize of data innovation is the most implies of interfacing venders and buyers. By electronic exchanges, the exchanges still exchange products that are by and large the question of conventional exchange but there are certain suggestions since the characteristics of this sort of exchange incorporate things relating to the presence of data, installment strategies, legitimate locale and customer privacy.

Each electronic commerce must have electronic installments that have a juridical and financial level of security. In this manner, shopper assurance in electronic commerce exchanges is additionally decided and how is the ensure in exchanges that happen in electronic keeping money frameworks that reach the world (Suyanto, 2003). Because it is known that the transaction does not only connect the interests of the seller or buyer in a certain area but takes place from a world electronic network originating from different legal jurisdictions.

In terms of carrying out the deal and buy of an thing, not continuously the merchandise obtained or sold are merchandise in a modern or smooth condition but there are too merchandise that are sold or acquired in a harmed condition so that they can cause misfortunes to the shopper. This too raises a few issues within the exercises of buying and offering products in harmed conditions, specifically the number of complaints almost conditions that are not what is anticipated within the products, as well as the number of commerce performing artists who offer goods in utilized or unused conditions that give a really brief guarantee resistance such as giving a guarantee for as it were 1 (one) month, so that confusion emerges on the portion of the customer buyer or another term that's to some degree near to the shopper is "buyer".

The vender must of course offer great products that when utilized by the buyer are in great condition, so that the buyer is fulfilled with the merchandise he buys. Right now, numerous dealers offer products that they think are great but after being utilized by the buyer, they are instantly harmed and cannot be utilized any longer.

Based on the things stated in the background above, the problems in this study are:

1. How is the validity of a sale and purchase agreement through an electronic system?
2. How is the buyer's legal protection for losses due to damage to goods purchased through electronic systems?

MATERIAL AND METHODS

The type of research used in this research is normative juridical research, namely legal research conducted by examining the literature or secondary data. Normative legal research is also known as doctrinal legal research because this research is conducted or aimed only at written regulations or other legal materials. The data collection method used in this research is the *library research* method. The data is obtained from literature, laws and regulations, meaning that it is standardized so that existing data is seen from laws that have permanent force. The data analysis method used is the juridical normative analysis method. The data is analyzed according to existing laws and regulations that are currently in force.

RESULT AND DISCUSSION

Validity of Sale and Purchase Agreement through Electronic System.

In buying and offering exercises through electronic frameworks, the parties will be included in a deal and buy assention. A deal and buy understanding is an understanding in which one party ties himself to provide a great / question, and the other party to pay the concurred cost (Theresia, 2020). The foremost vital components that must be concurred upon by both parties in a deal and buy understanding are merchandise and costs. In Article 1320 of the Respectful Code, there are 4 (four) conditions for the legitimacy of an assention, specifically:

- a. An agreement of will by both parties

The meaning of the word 'agreement' itself is that both parties to an agreement agree with the main things that have been regulated in the contract. With this requirement of agreement of will, it is intended that a contract that has been made can be said to be valid in the eyes of the law (Soeroso, 2001). The agreement in *E-commerce* transactions occurs when the *customer* presses the buy button, after the buyer fills in the purchase list as a *Digital Order (DO)*, in accordance with the *principle of consensualism* in civil law, the sale and purchase transaction has occurred when there is an agreement on the price of an item (Ustadiyanto dan Riyche, 2001). Payment in *E-commerce* transactions can be made in various ways, including by using a credit card, *cash (debit)* card, or cash when the goods are received by the buyer (*cash on deliver*). Payment using a credit card is an easy, practical and widely done payment, because it is the easiest, most practical and fast payment. *Customers* only need to determine what items are needed from a *webstore* or *online shopping* and enter their credit card number. After the *customer* enters their credit card data, the *customer's* transaction is processed immediately (Suyanto, 2003).

- b. Capacity to perform a legal act

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What is meant by 'capable' to perform a legal act is for every person who is an adult and of sound mind. The meaning of sound mind is a person who can think rationally and use common sense to be able to weigh the good and bad or the profit and loss. According to the provisions of the Civil Code, an adult is a man with the age of 21 years and a woman with the age of 19 years. In carrying out the sale and purchase agreement, a person must first be capable of carrying out legal actions (Subekti, 1979).

c. The existence of certain object / things

In this case, something that is promised in an agreement must be a matter or item that is clear enough (Subekti, 1982). The point is, the object must exist and must be clear and must not be vague, at least a thing or item can be determined. This is very important to provide guarantees and provide certainty to the buyer and seller so that no party feels disadvantaged and / or causes a contract that is null and void. In carrying out the sale and purchase agreement for electrical goods, the goods or objects must be clear, there must not be the slightest injury or blister.

d. The existence of a permissible/ legal cause
In this case, it means that an agreement made must be for reasons that are in accordance with applicable law. So, an agreement may not be made if the contents of the agreement are contrary to the provisions of the law in force in Indonesia, are not prohibited by law or are not contrary to decency / public order (Article 1337 of the Civil Code). In addition, if the agreement is made without a lawful cause but is made for a false or prohibited cause, the agreement has no legal provisions (Article 1335 of the Civil Code).

The first and second conditions of Article 1320 of the Civil Code are called subjective conditions, because they are attached to the person who is the subject of the agreement. If this condition is not fulfilled. The agreement can be canceled, meaning that one of the parties can request the cancellation. The agreement itself remains binding on both parties, as long as it is not canceled (by the judge) at the request of the party entitled to request the cancellation (the incapable party or the party who gave his agreement not freely).

Forms of Legal Protection of Buyers for Losses Due to Damage to Goods Purchased Through Electronic Systems

Legitimate security is to supply security to human rights that are hurt by others and this security is given to the community so that they can appreciate all the rights allowed by law. Article 1 passage (1) of Law Number 8 Year 1999 states that Buyer Security is all endeavors to ensure lawful certainty to supply security to customers. Shopper security includes an exceptionally wide scope, covering buyer assurance of products and administrations, which begins from the organize of exercises to get merchandise and administrations to the results of utilizing these merchandise and / or services. The form of legal protection can be divided into two, namely:

a. Preventive Legal Protection

Protection provided by the government with the aim of preventing violations before they occur. This is contained in the laws and regulations with the intention of preventing a violation and providing signs or limits in performing an obligation.

b. Repressive Legal Protection

Repressive legal protection is the final protection in the form of sanctions such as fines, and additional penalties given if a dispute has occurred or a violation has been committed. Article 1 paragraph (2) states the definition of consumer, namely where every person is a user, user of goods and or services available in the community for the benefit or needs of themselves or many people. Fulfillment of the use of goods and or services is carried out by business actors. Business actors are every person or business entity in the form of a legal entity. Conducting activities in the territory of the Republic of Indonesia organizing business activities in the economic field. Consumers/buyers as users of goods or services often find that the goods purchased from business actors are damaged, defective in goods or not in accordance with what is displayed in the picture contained in the seller's application.

With the harm to the merchandise said, the customer / buyer feels impeded by the trade performing artist / vender and as a commerce on-screen character, he ought to superior assess the products being exchanged some time recently the products are sent to the buyer so as not to hurt the buyer. The misfortunes caused by the buyer as a result of his unreliability to compensate for the misfortunes endured by the buyer for the merchandise acquired can be classified in:

1. Material loss
2. Immaterial loss

In this manner, customer claims against makers who have committed illegal acts, specifically offering harmed items that cause hurt to buyers and the presence of components of blame committed by commerce on-screen characters based on Law Number 8 of 1999 concerning Customer Assurance since of the guideline of assumption of blame and item obligation are not as it were within the GCPL but the Gracious Code too gives security to buyers who endure misfortunes due to damage to acquired products. Within the occasion of harm or covered up abandons, the buyer can select a few alternatives as stipulated in Article 1507 of the Gracious Code, among others:

1. Safe and secure possession of the goods sold.
2. The absence of a hidden defect in the goods or one that is such as to give rise to grounds for rescission of the purchase.

In the event of hidden defect, consumers can choose several options as stipulated in article 1507 of the civil code, among others:

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1. Returns the goods while claiming back the purchase price; or
2. However, the possessor of the goods may claim back part of the purchase price as determined by the judge after hearing experts on the matter.

As for the seller in relation to hidden defects, there are two obligations that must be carried out;

1. If the seller has knowledge of a defect in the goods, then the seller is obliged to refund the purchase price he has received and compensate for all costs, losses and interest.
2. If the seller was not aware of any defects in the goods, then the seller is obliged to refund the purchase price of the goods and reimburse the costs of organizing the purchase and delivery merely paid by the buyer (Subekti/ 1995).

Based on the provisions of article 19 of the consumer protection law, it also regulates the responsibility of business actors in carrying out their business, namely:

1. Business actors are responsible for providing compensation for damage, pollution, and/or consumer losses due to consumption of goods and/or services produced or traded.
2. Compensation as referred to in paragraph (1) may be in the form of a refund or replacement of goods and/or services of the same kind or value, or health care and/or compensation in accordance with the provisions of the applicable laws and regulations.
3. Compensation is made within 7 (seven) days after the date of the transaction.

Chapter VIII Article 38 of Law No. 11 of 2008 concerning Electronic Information and Transactions contains consumer dispute resolution, namely:

1. Any person can file a lawsuit against a party that organizes an electronic system and/or uses information technology that causes harm.
2. The public may file a representative lawsuit against a party that organizes an electronic system and/or uses information technology that results in harm to the public, in accordance with the provisions of laws and regulations.

Article 39 of Law No. 11 of 2008 on Electronic Information and Transactions continues from Article 38 regarding consumer dispute resolution, namely:

1. Civil lawsuits are conducted in accordance with the provisions of laws and regulations.
2. In addition to the settlement of civil lawsuits as referred to in paragraph (1), the parties may resolve disputes through *arbitration*, or other alternative dispute resolution institutions in accordance with the provisions of laws and regulations.

The settlement of consumer disputes is regulated in Article 45 of Law No. 8 of 1999 which reads:

1. Any consumer who is harmed can sue the business actor through an institution tasked with resolving disputes between consumers and business actors or through courts within the General Court.
2. Settlement of consumer disputes can be pursued through the court or out of court based on the voluntary choice of the parties to the dispute.
3. Out-of-court dispute settlement as referred to in paragraph (2) does not eliminate criminal liability as provided for in the Act.
4. If an out-of-court consumer dispute resolution effort has been chosen, a lawsuit through the court can only be pursued if the effort is declared unsuccessful by one of the parties or by the parties to the dispute.

Therefore, unlawful acts arising in electronic / internet buying and selling transaction can be resolved either by litigation or non-litigation, according to the agreement of the parties, so that there is no legal vacuum which can result in even greater losses.

CONCLUSION

The conclusions in this study are:

1. That the validity of the sale and purchase agreement through an electronic system is still looking at the conditions stipulated in Article 1320 of the Civil Code which determines that the conditions for the validity of an agreement are as follows:
 - a. Agreement of the parties
 - b. Capacity to enter into an agreement
 - c. A certain thing
 - d. A lawful cause

The four conditions above can still be further divided into two elements, namely subjective elements and objective elements. In the event that the subjective elements (conditions of agreement and capability) are not met, the agreement can be canceled. Meanwhile, if the objective elements (a certain thing and a lawful cause) are not fulfilled, the agreement will be null and void.

2. Forms of legal protection of buyers for losses due to damage to goods purchased through electronic systems, namely:
 - a. Preventive and repressive legal protection;
 - b. Article 1507 of the Civil Code specifies that in the event of damage, hidden defects, the buyer/consumer can choose several options, among others: return the goods while demanding back the purchase price or will continue to own the goods while demanding back part of the purchase price as determined by the judge.

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- c. Article 38 and Article 39 of Law No. 11 of 2008 concerning Electronic Information and Transactions, namely that anyone can file a lawsuit against a party that organizes an electronic system and/or uses information technology that causes harm.
- d. Article 45 of Law No. 8 of 1999 on Consumer Protection states that every consumer who is harmed can sue the business actor through an institution tasked with organizing disputes between consumers and business actors or through courts within the general judicial environment.

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