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The Legal Study of Electronic Contracts in Buying Selling based on the Legal System in Indonesia

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Abstract. *The current development of contract law is no longer limited to contract agreements made conventionally, but has developed in contract agreements made electronically. The purpose of this study is to analyze the position of electronic contracts based on the legal system in Indonesia. The research method used is through a normative juridical approach by describing and analyzing the results of the research qualitatively in relation to the laws and regulations that form the basis of the study. The results of the discussion show that the contract law system in Indonesia adheres to an open system based on the principle of freedom of contract. Everyone is free to enter into an agreement in any way and regardless of its form, as long as it fulfills the requirements for the validity of the agreement as stipulated in the provisions of Article 1320 of the Civil Code. Contracts made electronically by the parties, as long as they comply with the provisions of Article 1320 of the Civil Code, remain valid. One problem that often arises is proving the existence of an agreement between the parties, because in contracts made electronically, the original signatures of the parties are usually not attached.*

Keywords: *Contract, Electronic; Transaction.*

1. INTRODUCTION

Trade transactions are currently not only carried out conventionally[1], namely meeting sellers and buyers directly, but have shifted to virtual buying and selling transactions through online stores with an e-commerce system. The process of transactions through e-commerce cannot be separated from the existence of e-contracts as the basis for the occurrence of e-commerce. In Indonesia itself, based on survey results from the Cuponation Study which took 32 e-commerce samples from the Indonesia E-Commerce Association (idEA), currently there are ten most popular e-commerce, namely:[2]

a. Tokopedia
b. Shopee
c. Bukalapak
d. Lazada

[1] Patrick Callery, Jessica L. Perkins, Detecting False Accounts in Intermediated Voluntary Disclosure, SSRN Electronic Journal, 10.2139/ssrn.3520704, (2020).
[2]https://inews.id/finance/0-ecommerce-terpopuler-diindonesia-tokopedia-terdepan-shopee-geser-buk-lapak, Wednesday, January 22 2020 , accessed on October 3 2020

e. Bible
f. JD.ID
g. Orami
h. Bhinneka
i. Socilia
j. Zalora

Competition between online shops in Indonesia is getting tighter along with developments in information technology and smartphones. Bismar Nasuiton stated that fundamentally the acceleration of the globalization process has changed the structure and pattern of international trade and financial relations. This is an important phenomenon as well as a "new era" marked by the high growth of international trade. This condition also affected the development of trade in Indonesia's domestic territory.[3]

The development of e-commerce through online shops has had a positive impact on the people's economy in various sectors, but on the other hand it is prone to violations, especially with regard to the buying and selling process which often harms consumers as parties who only accept online agreements. Buying and selling relationships can be grouped into two, namely between sellers and sellers or known as Business to Business (B to B) and sellers and buyers or Business to Consumers (B to C). In the seller and buyer group or Business to Consumers (B to C), the position of the buyer or consumer is quite weak, because they have no choice but to only agree to the terms and conditions set by the seller. In the process of implementing a sale and purchase agreement, problems that often occur include delays in delivery of goods.

With regard to agreements in e-contracts, in fact they are not much different from conventional agreements in general. The difference is only in the media used. Conventional agreements generally use paper as a media to write a sale and purchase agreement, while e-contracts use virtual media (the internet) to write a sale and purchase agreement.

Buying and selling through electronic transactions can be seen in the Act No. 11 of 2008 concerning Information and Electronic Transactions, hereinafter referred to as the ITE Law. It is stated in the provisions of Article 1 number 2 of the ITE Law that what is meant by electronic sanctions are legal actions[4] carried out using computers, computer networks, and/or other electronic media. Electronic transactions occur after an electronic contract is made by interconnected parties. According to Article 1 number 17 of the ITE Law, an electronic contract is an agreement between parties made through an electronic system[5].

Electronic transactions are regulated in Chapter V Article 17 to Article 22 of the ITE Law. The ITE Law has not specifically provided regulations regarding the legal requirements for electronic contracts or e-contracts, so that the electronic sale and

[3]Bismar Nasution, (2009), *Hukum Kegiatan Ekonomi I,* Bandung: Books Terrace & Library, p.1

[4] Didi Sukardi, The Legal Responsibility Of Debtor To Payment Curators In Bankruptcy Situation, *Jurnal Pembaharuan Hukum*, Volume 8, Number 2, August 2021; see Gregorius Yoga Panji Asmara, Protection Relevance of the Execution of Separatic Creditors Based on Pancasila Justice, *Jurnal Akta*, Volume 8 No. 1, March 2021;

[5] Binov Handitya, Redesign The Relevance Of Justice In Debtor Protection Related To Parate Executions Performed By Separate Creditors In Liability Agreements, *Jurnal Akta*, Volume 8 No. 4, December 2021; see Department Of State. *The Office of Electronic Information, Bureau of Public Affairs.* "Reagan Doctrine, 1985". 2001-2009.state.gov. Retrieved 2022-03-21.

purchase agreement still refers to the provisions of Article 1457-1540 of the Civil Code regarding buying and selling. It is stated in the provisions of Article 1457 of the Civil Code that buying and selling is an agreement by which one party binds himself to deliver an item, and the other party to pay the promised price.
Based on the explanation above, a problem can be formulated as follows:

a. What is the position of contracts made electronically in buying and selling based on the legal system in Indonesia?
b. Is there a legal weakness for Contracts made electronically in buying and selling?

2. RESEARCH METHODS

The problem approach used in this dissertation research is the normative-legal research approach, which consists of normative research and legal research.[6] Normative-legal research according to Soerjono Soekanto is "an in-depth examination of the rule of law to then seek a solution to the problems that arise in the rule concerned."[7]This research tries to criticize the position of contracts made electronically in buying and selling based on the legal system in Indonesia.

3. RESULT AND DISCUSSION

3.1. Definition of E-Contracts

Before explaining the meaning of e-contract, we will first explain the meaning of contract. In general, the notion of a contract is equated with an agreement, it's just that contracts[8] are commonly used for written agreements, while general agreements can be oral or written. Legal experts generally agree that the meaning of a contract is the same as an agreement, considering that a contract is another name for an agreement. Expert using the terms contract and agreement in the same sense include Hofmann, j.Satrio, Soetojo Prawirohamidjojo, Marthalena Pohan, Mariam Darus Badrulzaman, Purwahid Patrik, Tirtodiningrat and Jacob Hans Niewenhuis.[9]
The agreement according to M Yahya Harahap can be interpreted as a legal relationship of wealth or property between two or more people which gives the power of right to one party to obtain achievements and at the same time obliges the other party to fulfill achievements,[10]while Djaja S Meliala stated that what is meant by an agreement is an agreement by which two or more people bind themselves to carry out a matter in the field of property law.[11]
Prodjodikoro stated that an agreement is defined as a legal act regarding property law between two parties in which one party promises or is deemed to have promised to do

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[6]Zamroni, (2003), *Pengembangan Pengantar Teori Sosial*, Yogyakarta: Tiara Yoga, p. 80-81
[7]Peter Mahmud Marzuki, (2008), *Penelitian Hukum*, cet 2, Jakarta: Kencana, p. 90.
[8] Harnita, dkk. "Tanggung Jawab PPAT dalam Penetapan Nilai Transaksi Jual Beli Tanah dan Bangunan di Kota Banda Aceh", *Udayana Master Law Journal,* Vol. 8 No. 3 September 2019, p. 354-370, see Irianto, C, Penerapan Asas Kelangsungan Usaha Dalam Penyelesaian Perkara Kepailitan Dan Penundaan Kewajiban Pembayaran Utang (PKPU), *Jurnal Hukum dan Peradilan*, Vol 4 No 3 2015;
[9]Agus Yudha Hernoko, (2010), *Hukum Perjanjian asas Proporsionalitas dalam kontrak Komersil*, Jakarta: Kencana Prenada Media Group, p. 13
[10)] M. Yahya Harahap, (2001), *Segi-Segi Hukum Perjanjian,* Bandung: Alumni, p. 5
[11]Djaja S Meliala, (2007), *Perkembangan Hukum Perdata tentang Benda dan Hukum Perikatan,* Bandung: Nuansa Aulia, p. 81

something or not do something while the other party has the right to demand the implementation of the agreement.[12]

According to Rutten, an agreement is a legal action that occurs in accordance with the formalities of an existing legal action depending on the conformity of the statements of the will of two or more people aimed at the emergence of legal consequences in the interests of one party at the expense of the other party or for the interests or burden of each party reciprocally.[13]

Based on some of the opinions above, it can be understood that an agreement is a legal act in which two or more people bind themselves to do certain things with reciprocity between the two.

As explained above, the terms contract and agreement have the same meaning, so that a contract can be interpreted as a legal act in which two or more people bind themselves to do certain things with reciprocity between the two.

Contracts can be made orally, in writing and printed on paper or written in electronic form. Electronic contracts or known as contract according to Minter Ellison Rudd Watts is: "An electronic contract is a contract formed by transmitting electronic messages between computers.[14]

Edmon Makarim and Deliana put forward that an e-contract or on-line contract is an agreement or legal relationship that is carried out electronically by combining a network of computer-based information systems with a communication system based on networks and services telecommunications which is further facilitated by the existence of a global internet computer (network of network).[15]

The juridical understanding of e-contracts or electronic contracts can be seen in the provisions of Article 1 number 17 of the ITE Law which states that electronic contracts is an agreement of the parties made through the Electronic System

Based on the above understanding, it can be simply understood that e-contracts or electronic contracts are legal actions in which two or more people bind themselves to do certain things with reciprocity between the two of them by using electronic media[16].

3.2. Definition of Buying and Selling

Buying & selling or *al Bay'* linguistically means the transferring property rights to objects with a contract of mutual exchange.[17] Buying and selling in terms of Islamic terminology is an agreement to exchange objects or goods that have value voluntarily between two parties, one party receives the goods and the other party accepts them in

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[12]Wirjono Prodjodikoro, (2003), *Asas-Asas Hukum Perjanjian,* Bandung: Sumur, p. 9

[13]Purwahid Patrik, (2004), *Dasar-Dasar Hukum yang Lahir dari Perjanjian dan dari undang-Undang,* Bandung: Mandar Madju, p. 46

[14]Huala Adolf, (2005), *Hukum Perdagangan Internasional*, Jakarta: Raja Grafindo Persada, p.167.

[15]*Ibid*.

[16] Izzy Al Kautsar, Danang Wahyu Muhammad, Urgensi Pembaharuan Asas-Asas Hukum Pada Undang-Undang No 37 Tahun 2004 Berdasarkan Teori Keadilan Distributif, *Jurnal Panorama Hukum*, Vol. 5 No. 2 December 2020; see Ong Argo Victoria, Russel Ong, Law development of waqf al-nuqud (Cash waqf) towards electronic waqf (E-waqf) based on public welfare, Law Development Journal 1 (1), 13-17, 2019, https://scholar.google.com/citations?view_op=view_citation&hl=en&user=9BcCVQUAAAAJ&citation_for_view=9BcCVQUAAAAJ:5qfkUJPXOUwC

[17]Abdul Aziz Muhammad Azzam, (2010), *Fiqh Muamalat Sistem Transaksi Dalam Fiqh Islam*, Jakarta: Amzah, p. 23.

accordance with the agreement or conditions that have been justified by syara' and agreed.[18]

Buying and selling or trading in terms of fiqh called al Bay' which according to etymology means to sell or replace. Wahbah Al Zuhaily interprets it linguistically by exchanging something for something else.[19] The definition of buying and selling agreed upon by the scholars is exchanging assets for assets in certain ways that aim to transfer ownership.[20]

The juridical definition of buying and selling can be seen in Article 1457 of the Civil Code which states:

Buying and selling is an agreement, whereby one party binds himself to surrender an object, and the other party to pay the price that has been promised[21].

According to Subekti "The word buying and selling shows that from one party the action is called selling, while from the other party it is called buying. The term which includes two reciprocal actions is in accordance with the Dutch term *"koop en verkoop"* which also implies that one party "*verkoop"* (sell) while the other *"koop"* (buy). In English buying and selling is called simply "sale" which means "sale" (only seen from the seller's point of view) as well as in French it is called simply "vente" which also means "sale", whereas in German the word " *Kauf*" which means "purchase"[22]

Buying and selling has a consensual nature as can be seen in the provisions of Article 1458 of the Civil Code, which determines:

Buying and selling is considered to have taken place between the two parties, immediately after these people reached an agreement regarding the object and the price, even though the object has not been delivered, nor has the price been paid[23].

This means that buying and selling has been born as a legal agreement (binding or has legal force) at the moment an agreement is reached between the seller and the buyer regarding the main elements *(essentialia*), namely goods and prices, even though the sale and purchase is about immovable goods. .

Buying and selling is a reciprocal agreement, in which one party (the seller) promises to surrender ownership rights to an item, while the other party (buyer) promises to pay a price consisting of a sum of money as compensation for the acquisition of said property rights.[24]

One of the important characteristics of buying and selling according to the Civil Code system is that the sale and purchase agreement is only "obligatory". This means that according to the Civil Code system, buying and selling has not transferred ownership rights, it has just given rights and placed obligations on both parties, namely giving the right to the seller to determine the price and to the buyer the ownership rights to the

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[18]Hendi Suhendi, (2002), *Fiqh Muamalah*, Jakarta: Raja Grafindo Persada, p. 68

[19]Wahbah al-Zuhaily, (2005), *Al-Fiqh al-Islami wa Adillatuh*, Jilid 5, cet. Ke 8, Damaskus: Dar al-Fikr al Muashir, p. 126.

[20]Enang Hidayat, (2015), *Fiqih Jual Beli* , Bandung: PT. Remaja Rosdakarya, p. 12.

[21] Patrick Callery, Jessica L. Perkins, Detecting False Accounts in Intermediated Voluntary Disclosure, SSRN Electronic Journal, 10.2139/ssrn.3520704, (2020), see Sobandi, The Issue of the Commercial Court Limited Competency in Settling the Commercial Disputes, *Sriwijaya Law Review*, Vol. 3 Issue 1, January (2019);

[22] R. Subekti, (2000), *Aneka Perjanjian,* Bandung: Citra Aditya, p. 1-2

[23] Sumurung P. Simaremare, Bismar Nasution.etc, Legal Politics of Delay Terms Debt Payment Obligations in Indonesia, *Jurnal Ius Constituendum*, Volume 6 No. 2 April 2021; see Sutrisno, Legal Protection for Debtors over Separatist Creditors' Rights Related To Bankruptcy, *Jurnal Akta*, Volume 7 Issue 1, March 2020;

[24]*Ibid*, p. 13

goods being sold. What was stated was regarding the nature of buying and selling which is evident from Article 1459 of the Civil Code.[25]

The relationship of obligations and rights in a sale and purchase agreement is the seller's obligation to deliver the object and obtain payment and the buyer's obligation to pay the price and obtain the object. Thus, it is clear that as part of a legal system, buying and selling has the following elements:

a. The seller and the buyer (element of legal subject)
b. For the benefit of themselves or other parties (elements of legal status)
c. Approval of transfer of property rights and payment (elements of legal events)
d. Regarding objects and prices (elements of legal objects)
e. Must be fulfilled by each party (element of legal relationship)

Legal subjects in buying and selling are sellers and buyers. Legal subjects are supporters of rights and obligations. Legal subjects consist of individuals and legal entities. An individual person is a legal subject in a biological sense, while a legal entity is a legal subject in a juridical sense.[26] The validity of humans as supporters of rights and obligations begins when he is born and ends when he dies.[27]Subjects in the form of humans must meet the general requirements to be able to carry out a legal action legally, namely must be an adult, healthy mind and not prohibited or restricted in carrying out a legal action.[28]

3.3. Position of Contracts Made Electronically in Buying and Selling Based on the Legal System in Indonesia

The juridical definition of electronic contracts can be identified from the sound of Article 1 number 17 of the ITE Law which states that electronic contracts are agreements between parties made through an electronic system. Based on this understanding, the elements of an electronic contract can be described as follows:

a. Agreement of the parties

The element of the agreement of the parties is the main element that determines the legal relationship of the parties and the validity of the legal relationship. In general, an agreement must meet the requirements for the validity of the agreement as stipulated in Article 1320 of the Civil Code, namely:

1) Agreed those who bind themselves

The two subjects who enter into an agreement must agree on the main points of the agreement being held. Agree means that what one party wants is also what the other party wants.

An agreement given due to a misunderstanding due to coercion or fraud is invalid, because the consent was given with a defect of will. Agreements in such circumstances, can be requested for cancellation to the district court by the party concerned.

It is emphasized in the provisions of Article 1458 of the Civil Code that buying and selling is considered to have taken place between the two parties, as soon as the people reach an agreement regarding the goods and the price, even though the goods have not been delivered and the price has not been paid.

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[25]*Ibid*, p. 80

[26]Abdulkadir Muhammad, (2003), *Hukum Perdata Indonesia,* Bandung : Citra Aditya Bakti, p.27

[27]Komariah, (2008), *Hukum Perdata*,Malang : UMM Press, p.22

[28]Djoko Prakoso and Bambang Riyaldi Lany, (2007), *Dasar Hukum Persetujuan Tertentu di Indonesia*, Jakarta: Bina Aksara, p. 6

The agreement of the parties is the implementation of principle of consensualism. The principle of consensualism is a principle which states that an agreement arises or is born from the moment an agreement is reached as long as the parties do not specify otherwise.

2) The ability of the parties to make an agreement

Proficient means that the people making the agreement must be legally competent. A person who has matured or has reached puberty, is physically and mentally healthy is considered competent according to law, so that he can make an agreement. The law does not clearly state who is considered capable of carrying out legal actions. Article 1330 of the Civil Code states that people deemed incapable of making agreements are:

a. Immature people
b. Those who are put under guardianship
c. Married women in matters determined by law and in general all persons prohibited by law from making certain agreements.

According to Article 330 of the Civil Code, immature people are those who have not even reached the age of twenty-one years and have not been married before. It is stipulated in Article 108 of the Civil Code that a married woman who wants to make an agreement needs help or permission from her husband, but in its development the Supreme Court of the Republic of Indonesia has issued SEMA Number 3 of 1963, dated 14 August 1963, the contents of which include that the judges no longer apply Article 108 of the Civil Code in their legal considerations.

3) A certain thing

A certain thing or object means that in making an agreement what is agreed upon must be clear, so that the rights and obligations of the parties can be determined. It is stated in Article 1332 of the Civil Code that an item that can only be traded can become the subject matter of agreements. Further in the provisions of Article 1333 of the Civil Code it is stated:

An agreement must have a principal in the form of an item of at least a specified type. The amount of goods does not need to be certain, as long as the amount can then be determined or calculated.

Based on Article 1333 of the Civil Code, it can be seen that at least the type of object of the agreement must be determined, both regarding movable, tangible and intangible objects. The object of the agreement can also be some items that are only expected to be available at a later date, so those items were not yet available at the time the agreement was made (Article 1334 of the Civil Code). An agreement that has no object is null and void.

4) A lawful reason

An agreement is valid if it does not conflict with the law, decency and public order.[29)]It is emphasized in Article 1336 of the Civil Code that if no cause is stated, but there is a lawful cause, or if there is another cause than stated, the agreement is nevertheless valid.

In the provisions of Article 1337 of the Civil Code it is stated that a cause is prohibited, if it is prohibited by law, or if it is against good decency or public order.

Article 1335 of the Civil Code stipulates that an agreement will be declared void if it is made without cause or made based on prohibited reasons. The agreement is said to be made without cause, if the objectives intended by the parties at the time the agreement is made cannot be achieved.

[29]Purwahid Patrik, Loc.cit, p. 3.

A false cause is a cause made by the parties that covers up the true cause of the agreement. Whereas what is meant by prohibited causes are causes that are contrary to law, public order, or decency.
An agreement made with a cause that is not lawful if its implementation is requested at the Court will not be successful, because such an agreement is null and void from the start.

b. Made through Electronic Systems

The contract law system in Indonesia adheres to the principle of freedom of contract. The principle of freedom of contract is a principle which states that the parties to the agreement are free to determine the content or material of the agreement as long as it does not conflict with public order or morality and law/law. This is confirmed in the provisions of Article 1338 of the Civil Code which confirms:

1) Two agreements made pursuant to an agreement apply as law to those who make them.
2) The agreement cannot be withdrawn other than by agreement of both parties, or for reasons determined by law.
3) Agreement must be carried out in good faith

Based on the provisions of Article 1338 paragraph (1) above, it can be concluded that:
a) Everyone is free to enter into an agreement with whoever he wants.
b) Everyone is free to determine the form of the agreement he makes.
c) Everyone is free to determine the contents and terms of the agreement he made.
d) Everyone is free to determine the legal provisions that apply to the agreement he made.
Article 1338 paragraph (1) of the Civil Code, even though it stipulates that there is freedom for everyone to enter into agreements, this freedom is not absolute. That is, free does not mean as freely as possible, but there are restrictions, namely not prohibited by law and not contrary to public order and decency.[30]
It is stated in Article 1339 paragraph (1) of the Civil Code that agreements are not only binding for things that are expressly stated in them, but also for everything that according to the nature of the agreement is required by decency, custom and law.
Based on the principle of freedom of contract, a sale and purchase agreement or sale and purchase contract can be made electronically or using an electronic system. Electronic systems according to Article 1 number 5 of the ITE Law are a series of electronic devices and procedures that function to prepare, collect, process, analyze, store, display, announce, transmit, and/or disseminate Electronic Information.
Based on the description above, it can be seen the position of contracts made electronically in buying and selling based on the legal system in Indonesia. According to the legal system in Indonesia, electronic contracts in buying and selling are recognized as valid as long as they meet the requirements for the validity of the agreement as stipulated in Article 1320 of the Civil Code. Regarding the form of contracts made based on the electronic system, it is permissible according to the principles adopted in Indonesian contract law, namely the principle of freedom of contract based on the provisions of Article 1338 of the Civil Code.

[30]R.Setiawan, (2014), *Pokok-Pokok Hukum Perikatan*, Bandung: Bina Cipta, p.1

3.4. Legal Weaknesses Against Contracts Made Electronically in Buying and Selling

E-contract does not require a direct meeting or face to face between the seller and the prospective buyer, so trust is very important in the e-contract process, especially with regard to the existence of goods in the e-contract. Trust and good faith are elements of a lawful cause as a condition for the validity of a contract.

Electronic contracts are meaningless without electronic transactions. Electronic transactions according to Article 1 number 2 of the ITE Law are legal actions carried out using computers, computer networks, and/or other electronic media.

This electronic transaction is related to the implementation of the rights and obligations of each party, namely for the seller must determine the payment system and the party receiving payment, for example through an account or pay on the spot, while for the buyer must choose a method of payment, for example transfer to the seller's account or through dispatcher.

If the payment system uses electronic transactions, then based on the provisions of Article 17 paragraph (1) of the ITE Law it is emphasized that the Implementation of Electronic Transactions can be carried out in the public or private sphere. Furthermore, in the provisions of Article 17 paragraph (2) of the ITE Law it is emphasized that the parties conducting Electronic Transactions as referred to in paragraph (1) must have good faith in interacting and/or exchanging Electronic Information and/or Electronic Documents during the transaction. According to the provisions of Article 18 paragraph (1) of the ITE Law, Electronic Transactions contained in Electronic Contracts are binding on the parties.

Indonesian contract law confirms that an agreement is onligatoir. A new contract creates rights and obligations for the parties who make it, meaning that even though there is a sale and purchase contract in place, the ownership rights to the goods being traded do not transfer prior to levering or transfer of title.

Contracts made electronically in buying and selling, although according to the Indonesian legal system, have the same position as an agreement based on the principle of freedom of contract, they have several weaknesses. Based on the results of the research, several weaknesses in contract law made electronically in buying and selling can be explained, namely:

a. Lack of legal protection for buyers/consumers

In some cases, buying and selling through electronic contracts in its implementation is detrimental to buyers/consumers, including:

1) Goods received do not match the order
2) The quality of the goods does not match what is offered
3) The price does not match the offer because there are additional costs that were not previously listed

b. Weak in the law of evidence

An electronic contract is an agreement between the parties made through an electronic system. In the evidentiary law as stipulated in the provisions of Article 164 HIR it is stated that what is called evidence is:

1) Letter proof
2) Witness
3) Predictions
4) Confession
5) Oath

Electronic contracts are made through an electronic system, so they cannot be used as evidence, considering that electronic contracts are not one form of evidence. In order for an electronic contract to become a piece of evidence, its validity must be tested by an expert and the results of the test are stated in the form of an expert's statement. It is this expert certificate that can be submitted as one of the pieces of evidence, namely documentary evidence.

c. Not regulated specifically in a separate statutory regulation

Until now the regulation regarding electronic contracts refers to the Civil Code Chapter on Engagements and several articles in the ITE Law. These rules are *lex generalis* in nature, so they have not been able to cover the problems that arise in the implementation of electronic contracts through current electronic transactions.

4. CONCLUSION

The position of contracts made electronically in buying and selling based on the legal system in Indonesia is valid as long as it fulfills the requirements for the validity of the agreement as stipulated in Article 1320 of the Civil Code. Forms of contracts made based on electronic systems in accordance with the principle of freedom of contract as stipulated in the provisions of Article 1338 of the Civil Code, can be made according to the agreement of the parties. There are several weaknesses in contract law made electronically in buying and selling, it does not provide legal protection for buyers/consumers, it is weak in evidentiary law, and it is not specifically regulated in a separate statutory regulation.

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