

## **Legal Aspects of *e-commerce* in the Law on Electronic Information and Transactions**

Muhammad Arrullah Safriawan<sup>1</sup>

### **Abstract**

This study aims to discuss the Legal Aspects of e-commerce in Law Number 11 of 2008 concerning Electronic Information and Transactions. In today's modern times, there are many sophisticated technologies where many people today can make electronic transactions. The research method used in this study is a type of normative legal research based on books and applicable laws and regulations. The results of this study show the need for legal aspects related to e-commerce because basically there are still many shortcomings in carrying out a protection of people who make electronic transactions. Examples of cases related to problems in e-commerce practices are in the case of differences between goods sent and goods ordered, usually the way of settlement is through the return of goods sent. In this case, using inter-package services. However, there are usually obstacles in the return process. The obstacle that usually occurs is the late delivery of goods that should already be in the manufacturer. These obstacles are usually caused by several factors, one of which is the goods lost during delivery.

**Keywords:** Legal Aspects, *e-commerce*, Electronic Information, Transactions

Copyright (c) 2024 Author (s).



This work is licensed under a [Creative Commons Attribution-NonCommercial 4.0 International License](https://creativecommons.org/licenses/by-nc/4.0/).

---

<sup>1</sup> Legal Researcher, Ahmad Dahlan University, Indonesia, email [mulyadi2000024159@webmail.uad.ac.id](mailto:mulyadi2000024159@webmail.uad.ac.id)

## **1. Introduction**

In this very modern era, we see a lot around us that many electronic instruments are very sophisticated where these tools are able to provide convenience for people who want to make electronic transactions means. At this time we have many online stores that offer a lot of products online where later if we are tempted by the products they sell we can make payments by electronic means.

E-commerce is a trade transaction that involves the role of internet media in the process of marketing and selling products or services. Convenience has been felt by many consumers. Furthermore, the process of product promotion and marketing also tends to be easier for producers or sellers, especially in this digitalization era (Dewi & Purwanto, 2019), We also need to know that in making electronic transactions we will also get a problem that we do not know for example there is a consumer who wants to try to buy a product online in one of the applications where the product or package he ordered does not match what he ordered before, We need to understand a lot in doing a lot of buying products we must be careful because in this day and age many people abuse online applications for profit.

That there are two main actors involved in transactions in e-commerce, namely: merchants (business actors) as parties who sell products and buyers (customers) as parties who pay for products. Internet providers and banks can also be added as parties in e-commerce transactions (Putra, Setia, 2014).

There are several types of e-commerce transactions, namely First, Business to Business (B2B), these transactions are carried out between companies. Buyers and sellers are companies that usually already know each other and are a form of cooperation. Business to Consumer (B2C). Second, Business to Consumer is a form of transaction carried out between companies and consumers. Companies disseminate information about their products through a medium, usually a website, individual consumers can then make product purchase transactions through the media used by the company to sell its products. Third, Consumer to Consumer (C2C) that C2C is carried out between individuals who are both consumers who sell products to each other. Fourth, Consumer to Business (C2B) that C2B is a form of transaction with characteristics that are opposite to B2C. This transaction involves the process of selling goods from consumers to

companies. Fifth, Intra-business (Organizational) Electronic Commerce is this transaction involves all internal activities of the organization with the internet network and involves the exchange of goods, services or information.

The validity of a contract in an e-commerce transaction is also determined by the fulfillment of the conditions proposed in a contract. If the conditions have been successfully met, the agreement of the parties involved becomes important in determining the validity of a contract. Reaching a transaction agreement related to information offered through an electronic system (Dharma, et al, 2017). Examples of cases related to problems in e-commerce practices are in the case of differences between goods sent and goods ordered, usually the way of settlement is through the return of goods sent. In this case, using inter-package services. However, there are usually obstacles in the return process. The obstacle that usually occurs is the late delivery of goods that should already be in the manufacturer. These obstacles are usually caused by several factors, one of which is the goods lost during delivery. However, sometimes there is no clear reason for goods arriving late.

Information technology such as through the internet is so fast that it shows the identity of this human civilization which is very developed, all humans are almost influenced by the problem of advances in electronic-based information technology. Problems that occur in e-commerce transactions require serious attention. Cheating or breach of agreement can lead to losses. Law Number 11 of 2008 concerning Electronic Information and Transactions (hereinafter referred to as the Electronic Information and Transaction Law) confirms that electronic transactions and contracts contained therein must have the same binding force, as stated in the Law on Information and Electronic Transactions (Dewi & Purwanto, 2019), We need to know together that in information technology which is now very much obtained but every information about electronics we must be careful even though in the Electronic Information and Transaction Law it is clear about electronic transactions. Furthermore, in the discussion of this research, the author will provide a special study of the legal aspects of e-commerce in the Electronic Information and Transaction Law

## **2. Problem Research & Methode Research**

Based on the background above, the problem in this study is how the Legal Aspects of e-commerce in Law Number 11 of 2008 concerning Electronic Information

and Transactions. The research method used in this study is a type of normative legal research based on books and applicable laws and regulations. The type of research used in this study is a type of normative legal research. . In normative legal research, a study that leads to the process of finding legal rules, legal principles, and legal doctrines that function to answer legal issues faced with the statute approach is carried out by examining laws and regulations related to legal issues (Mukti fajar and Achmad Yulianto, 2015), in this case, research legal issues related to the Legal Aspects of e-commerce in Law Number 11 of 2008 concerning Electronic Information and Transactions.

### **3. Analysis and Discussion**

E-commerce tends to provide a forum for buying and selling transactions without providing space for sellers and buyers to meet physically in person to make transactions. This makes it difficult to know with certainty the time of the agreement between the seller and the buyer. In addition, the problem of the ability of the transacting party is also difficult to confirm. Some sites or online stores list the minimum age of their site members which can be verified through the number on the member's Identity Card (KTP) or passport. Sellers and buyers must be competent according to the law to be able to transact legally on e-commerce. The requirement for halal reasons is also one of the obstacles to e-commerce practices in Indonesia. The Law on Information and Electronic Transactions defines that halal means not violating public decency and order (Putra 2014), however, that in buying and selling products we must look at the legal aspects of the goods or services that we will sell. At present there are many irregularities in the law related to the Electronic Information and Transaction Law which still many people who commit fraud through online by selling goods that are not in accordance with what will be obtained for consumers. The government must be able to provide solutions for consumers, if the Electronic Information and Transaction Law still has a lot of fraud where the government must emphasize and provide firm regulations for actors who carry out transactions firmly.

The Law on Information and Electronic Transactions defines halal as not violating public decency and order. Some goods marketed through internet media can be halal in certain countries but become non-halal in others. Efforts that have been made are to establish a list of a number of goods that can be marketed in Indonesia in accordance with positive law and make agreements with other countries in the world regarding this list of goods (Pradnyaswari, 2020), it is true what the author said but the products sold in

Indonesia must go through several stages that will be tested by the Indonesian Ulema Council (MUI). In general, goods circulated in Indonesia must obtain permission (MUI), therefore the actors of goods / services must provide certainty for consumers.

Roscoe Pound stated that law is the most important institution in exercising social control and/or social engineering. Pound also recognized that another function of law is as a means to perform social engineering. He said that the legal system achieves the goal of legal order by recognizing these interests, by setting limits on the recognition of those interests and the rule of law developed and applied by the judicial process has a positive impact and is implemented through authoritative procedures, also trying to respect various interests in accordance with the recognized and established boundaries (Lili Rasjidi & Ira Thania Rasjidi, 2002). Related that the law is the most important institution will relate to the importance of the legal aspects of e-commerce in Law Number 11 of 2008 concerning Electronic Information and Transactions.

The legal aspects of e-commerce in Law Number 11 of 2008 concerning Electronic Information and Transactions in the case of offering or selling an item are regulated in the provisions of Article 1 point 17 of the Electronic Information and Transaction Law states that Parties who offer or sell an item are required to be able to provide accurate information about contract terms, manufacturers, and products. In this case, it is appropriate for the parties who sell or buy a product in the online store to agree to the agreement in the application.

The legal aspects of e-commerce in the Law on Electronic Information and Transactions in terms of electronic information and/or electronic documents as evidence in e-commerce are regulated in the provisions of Article 5 paragraph (1) of the Law on Electronic Information and Transactions which states that electronic information and/or electronic documents and/or printouts are valid evidence, This article explains that an e-commerce transaction is still declared valid, even though there is only proof of the transaction in electronic form.

The development of e-commerce has both positive and negative impacts. E-commerce increases the efficiency of the role and function of commerce. Transaction security issues in the form of message confidentiality, problems in the delivery of the message as a whole to the recipient of the message, the validity of the transaction, and the originality of the message are often a reflection of the negative impact of e-commerce.

The issue of legal certainty assurance can also occur as a negative impact of e-commerce. The issue of legal certainty guarantees can also occur as a negative impact of e-commerce. Consumers who make transactions cannot be known their identity and location because transactions are carried out on the internet. Consumers can be underage or make fictitious orders (Miru, 2018).

E-commerce tends to provide a forum for buying and selling transactions without providing space for sellers and buyers to meet physically in person to make transactions. This makes it difficult to know with certainty the time of the agreement between the seller and the buyer. In addition, the problem of the ability of the transacting party is also difficult to confirm. Some sites or online stores list the minimum age of their site members which can be verified through the number on the member's Identity Card (KTP) or passport. Sellers and buyers must be competent according to the law to be able to transact legally on e-commerce. The requirement for halal reasons is also one of the obstacles to e-commerce practices in Indonesia.

The Law on Information and Electronic Transactions defines halal as not violating public decency and order. Some goods marketed through internet media can be halal in certain countries but become non-halal in others. Efforts have been made to establish a list of a number of goods that can be marketed in Indonesia in accordance with positive law and make agreements with other countries in the world regarding this list of goods.

The Legal Aspects of e-commerce in the Law on Information and Electronic Transactions in this case relate to law-based contracts. E-commerce transactions always contain law-based contracts (Sutrisno, 2001), this contract will provide regulations related to things that need to be done between sellers and consumers in the form of companies or individuals involved in transactions. . This contract can take several forms: contracts that regulate the development of transaction networks, contracts formed from online conversations both video and chat, and payment contracts that regulate payments through payment processing and contracts provided through addresses.

#### **4. Conclusion**

E-commerce tends to provide a forum for buying and selling transactions without providing space for sellers and buyers to meet physically in person to make transactions. This makes it difficult to know with certainty the time of the agreement between the seller and the buyer. The Legal Aspects of e-commerce in the Law on Information and

Electronic Transactions in this case relate to law-based contracts. E-commerce transactions always contain a law-based contract, in this case this contract will provide regulations related to things that need to be done between sellers and consumers, both in the form of companies or individuals involved in the transaction.

Furthermore, the Legal Aspects of e-commerce in Law Number 11 of 2008 concerning Electronic Information and Transactions in the case of offering or selling an item are regulated in the provisions of Article 1 number 17 of the Electronic Information and Transaction Law states that Parties who offer or sell an item are required to be able to provide accurate information about contract terms, manufacturers, and products. In this case, it is appropriate for the parties who sell or buy a product in the online store to agree to the agreement in the application. Next, the Legal Aspects of e-commerce in the Law on Electronic Information and Transactions in terms of electronic information and/or electronic documents as evidence in e-commerce, namely regulated in the provisions of Article 5 paragraph (1) of the Law on Electronic Information and Transactions which states that electronic information and/or electronic documents and/or printouts are valid evidence. This article explains that an e-commerce transaction is still declared valid, even though there is only proof of the transaction in electronic form.

## Reference

- Dharma, Anak Agung Gde Siddhi Satrya, I. Made Sarjana and Anak Agung Sri Indrawati. (2017). " Juridical study of the validity of buying and selling electronically (e-commerce) using credit cards." *Kertha Semaya: Journal of Legal Studies* 1-11.
- Dewi, Anak Agung Ayu Krisna, and I. Wayan Novy Purwanto. (2019). " Legal protection related to the loss of purchasing goods in e-commerce transactions that do not match the catalog on the internet." *Kertha Negara: Journal of Legal Studies* 7, No. 5
- Devi, D. A. I. S., & Wirasila, A. A. N. (2020). Legal Protection for Perpetrators and Victims of Narcotics Crimes (Case Study at Bali Regional Police). *Jurnal Kertha Wicara*, 9(11), 1–10.
- Dwiatmodjo. (2013). Criminal Implementation and Development of Narcotics Prisoners (Study on the Development of Inmates at the Class IIA Narcotics Penitentiary Yogyakarta). *Perspektif*, 18(2), 64. <https://doi.org/10.30742/perspektif.v18i2.115>
- Ftriana, A. N. A. (2021). The effectiveness of inmate development as an effort to prevent crime in Madiun Class I Penitentiary. Thesis, 14(1), 1–13.
- I Nyoman Prabu Buana Rumiarta. (2022). The Role of The United Nations Committee on the Peaceful Uses of Outer Space. *Focus Journal Law Review*, 2(2). Retrieved from <https://ojs.balidwipa.ac.id/index.php/fjl/article/view/33>
- Khotimah, K. (2016). The Process of Coaching Correctional Assisted Citizens in Correctional Institutions. *Class IIA Wirogunan Yogyakarta* 147(March), 11–40.
- Muh.Abraham. (2015). Legal Effectiveness of Inmate Training at Jeneponto Regency Class IIB State Detention Center In *Paper Knowledge . Toward a Media History of Documents* (Vol. 135, Issue 4).
- Noor Aida Sari, Salamiah, dan F. A. S. (2020). Legal Effectiveness on the Development of Narcotics Prisoners at Banjarmasin Class IIA Penitentiary (LP)
- Orlando, G. (2022). Tarbiyah bil Qalam Legal Efficiency and Legal Functions in Indonesia . *Tarbiyah Bil Qalam*, 6, 50–58.
- Mukti fajar and Achmad Yulianto, (2015), Dualism of Normative & Empirical Legal



Research, Student Library, Yogyakarta, p. 280

Miru, Ahmadi and Yodono, Sutarman. (2017). *Consumer Protection Law* (Jakarta, PT RajaGrafindo Persada, 38.

Prabu Buana Rumiarta, I. N. (2022). Correlation Theory A.V. Dicey Perspective of the Rule of Law in Indonesia: Correlation Theory A.V. Dicey Perspective of the Rule of Law in Indonesia. *Focus Journal Law Review*, 2(1).  
<https://ojs.balidwipa.ac.id/index.php/fjl/article/view/19>

Putra, Setia (2014)." Legal protection of consumers in e-commerce transactions." *Journal of Legal Studies* 5, no. 2 (97-208)

Pradnyaswari, Ida Ayu Eka, and I Ketut Westra. (2020). "Legal Protection Efforts for Consumers in Buying and Selling Transactions Using E-Commerce Services." *Kertha Semaya: Journal of Legal Studies* 8, no. 5

Sutrisno, Nandang. (2001). "Cyberlaw: Problems and Prospects for Regulating Internet Activity." *IUS QUIA IUSTUM Journal of Law* 8, no. 16 (30-41).