

The State of Parties in Sale and Purchase Agreement Via Internet According to Indonesia Civil Law

¹Henry Noch Lumenta*

*Law Studies Program
 Faculty of Social Science
 Universitas Negeri Manado
 Tondano, Indonesia*

henrynochlumenta@gmail.com

²Yoan Barbara Runtuwuwu

*Law Studies Program
 Faculty of Social Science
 Universitas Negeri Manado
 Tondano, Indonesia*

yoanruntuwuwu@unima.ac.id

Abstract— One of the developments of the results of science and technology is cyberspace technology known as the internet. The business of trading activities via the internet known as "Electronic Commerce is an activity that widely conducted by everyone, due to buying and selling transactions. Through this electronic system streamline the time for someone can conduct buying and selling transactions with everyone wherever and whenever." Through e-commerce, all formalities are commonly used in conventional transactions are reduced. Besides, consumers can collect and compare information such as goods and services more freely without being bound by borders. The formulation of the problem in this study is (1) what is the state of parties via internet sale and purchase agreement? The research method used in this study is a normative juridical method, in which the researcher uses the reading sources as well as existing legal sources to answer the existing problems in this research. This research is based on books, literature, and journals or research related to the problems in this study. For the state of the parties in Trading through Electronic Systems, both buyers and sellers should be deemed competent for the agreement eligible according to article 1320 of Civil Code, and then the seller should have a certificate and SIUP to conduct transactions through the electronic system according to PP No. 80 of 2019.

Keywords— *buying and selling, electronic transactions, trading through electronic systems*

I. INTRODUCTION

A sale-purchase agreement is a type of reciprocal agreement involving two parties, the seller and the buyer. Both parties make a sale and purchase agreement each has the right and obligation to conduct the contents of the agreement they made. The parties involved in this agreement are binding between one party and another, an agreement originates from an agreement, the agreement is not broader than an agreement, where there is an agreement should be an agreement but not vice versa, due to an agreement other than can arise from the agreement, engagement can also result from the law.

The use of the internet as a medium of trade continues to increase from year to year, this is due to various benefits obtained by consumers by conducting transactions via the internet. Internet trading business activities are known as "Electronic Commerce, which is an activity conducted by many people because this electronic sale and purchase

transaction streamline the time for someone can make a sale and purchase transaction with everyone wherever and whenever." Through e-commerce, all formalities are commonly used in conventional transactions are reduced. Besides, consumers also can collect and compare information such as goods and services more freely without being bound by borders [1].

The parties involved in buying and selling electronically mentioned each have rights and obligations. The seller or business actor offering the product through the internet is obliged to provide true and honest information about the products offered to buyers or consumers. Besides, the seller should offer products that are permitted by law, which means the goods offered are not goods that are contrary to the law, are not damaged or have hidden defects, for the goods offered are goods that are worthy to be traded. For buying and selling does not cause harm to anyone who buys it. On the other hand, the seller or business actor has the right to get payment from the buyer or consumer for the goods sold.

Article 1320 of the Civil Code stipulates that an agreement should fulfill the legal requirements of the agreement, namely an agreement, skills, a certain matter, and a halal cause. If the four conditions of the agreement are fulfilled, the agreement is valid and binding for the parties. If you see one of the legal conditions of the agreement in Article 1320 of the Civil Code, namely the existence of skills, it will be a problem if the parties in the sale and purchase through the internet are minors, this may occur due to finding the correct identity through internet media is not easy. The question is how the arrangements and legal state of the parties in the sale and purchase agreement via the internet in Indonesia?

II. RESEARCH METHODS

This research was made in a juridical normative manner which is literature. The material is taken from books, literature, and other sources [2]. This study aims to enable writers and readers to better understand the ways of conducting internet / online trading transactions.

This study uses secondary data, which is a legal material in research taken from literature studies consisting of primary legal materials, secondary legal materials, and non-legal materials. Secondary data were obtained from documentation studies and literature searches relating to agreements (using the Civil Code), information and electronic transactions (Law Number 11, 2008) and the theories concerned. Secondary legal material is legal material that provides an explanation of/regarding primary legal material. Such as doctrines, journals, scientific works in the field of law and others.

Data collection techniques in this study were conducted by collecting (documentation) secondary data in the form of legislation, books, literature, articles as well as from other sources, based on secondary legal materials (literature studies) concerned with the problem.

The analysis is the next step to process the research results into a report. Data analysis is the process of organizing and sorting data in patterns, categories and basic descriptions for themes can be found and work hypotheses can be formulated as suggested by the data. The data obtained then analyzed using quantitative descriptive methods, namely by classifying the sample document chapters into the appropriate categories then the results are presented descriptively by telling and describing what they are according to the problem and the data examined.

III. RESULT AND DISCUSSION

The state of Parties in Buying and Selling Transactions via the Internet

The Civil Code clearly states the parties to an agreement should be competent in law according to article 1320 of the Civil Code item 2, where one of the legal conditions for an agreement is the parties legally competent in agreeing.

Besides the seller's rights and obligations, there are also the rights and obligations of the buyer as a party to the sale and purchase agreement. Obligations of buyers are also contained in Law No. 8 of 1999 concerning Consumer Protection. Buyers as consumers have obligations in the process of buying and selling. In transactions, via the internet or electronic transactions, there are parties associated with this transaction. There are 4 (four) parties involved in this transaction, but there are additional parties in the event this transaction is conducted through a third party, the parties are as follows:

- 1) Seller, merchant or entrepreneur who offers a product through the internet as a business actor;
- 2) Buyers or consumers who are not prohibited by law, who accept offers from business actors;
- 3) Bank as a party channeling funds from buyers or consumers to sellers or business actors;
- 4) Provider as a provider of internet access services.

Additional parties

Sites or websites offer bidding processes from several business actors such as bukalapak.com, lazada.com, etc. The

sender of the goods, which provides freight forwarding services. The process of buying and selling transactions electronically is not much different from buying and selling transactions in general. The binding process of buying and selling transactions electronically is conducted in several stages, as follows [3]:

1. Offer,
2. Reception,
3. Payment,
4. Delivery,

These four things are the process of buying and selling transactions via the internet, and usually, problems occur arise after the payment process until the shipping process of traded goods. Countries that are members of the European economic community have provided guidelines to their member countries by implementing a "3-click" system.

The workings of this system are [3]:

- 1) The first click is after the prospective buyer sees on the computer screen any offers from prospective sellers.
- 2) The second click, i.e. the prospective buyer gives acceptance of the offer.
- 3) The third click, there is a need for confirmation and approval from the prospective seller to the prospective buyer regarding the acceptance of the offer.

However, the ITE Law does not regulate this 3-click system, according to Article 20 it says "Unless otherwise specified by the parties, electronic transactions at the time offer of a transaction sent by the sender have been accepted and approved by the recipient".

For payment problems, some market places such as Tokopedia have made a payment system through a joint account, where every transaction of money from consumers is not directly received by the seller but the money will be deposited first in a joint account with Tokopedia, later after the goods have been received by consumers, then money these will be forwarded to the seller. This is done to anticipate defaults from the seller where when the money has been sent but not the goods.

In this case, the problem is the position of the seller or the buyer, as known in Article 1320 of the Civil Code, the parties involved in an agreement should be those who are legally competent. For buyers or consumers should be capable of conducting the law, namely adults who are 21 years old or have been married and people who are not under the consent.

In article 1330 the Civil Code explains people who are not authorized to conduct legal actions, namely:

1. Underage Person
2. People who are put under authority,
3. Wife

The wife in its development can conduct legal actions as regulated in Article 31 of Law Number 1 of 1974 jo. SEMA Number 3 the Year 1963 [4]. For the skills of the buyer, this is tricked in the payment system or registration where the seller demands the buyer's full identity before the agreement between the two parties occurs. This is done if in the future

a dispute occurs, the settlement process does not occur undesirable things.

For sellers/business actors themselves in the internet transaction system according to Article 10 of the ITE Law, can be certified by the Reliability Certification Agency, this certification of fairness is intended as proof that business performers who conduct electronic trading are worthy of doing business after undergoing assessments and audits from authorized agencies. Reliability Certification Bodies (refer them as trustmarks) according to Article 1 number 11 of the ITE Law are independent institutions formed by professionals who are recognized, disputed, and supervised by the Government with the authority to audit and issue certificates in Electronic Transactions. Article 1 point 1 of the PSTE's RPP explains what is meant by the Reliability Certificate is a document states the Business Actor conducting the transaction electronically has passed an audit or conformity test from the reliability certification institution.

Thus, the motorcycle taxi of the certificate of justice is not on the electronic documents or electronic transactions but business actors conducting electronic transactions. The granting of the Certificate of Fidelity according to the PSTE RPP is distinguished based on 5 (five) categories, i.e.

- Category 1 - Security of identity (identity seal);
- Category 2 - Security against data exchange (security seal);
- Category 3 - Security against vulnerability (vulnerability seal);
- Category 4 - Consumer rating seal; and
- Category 5 - Security of privacy seals.

This reliability certification is one of the important things in an online transaction system where it will become a security system for prospective buyers to entrust the sale and purchase transactions via the internet. According to the author's observations, most prospective buyers see from the history of the success of transactions disclosed by previous buyers on the seller's site, or reviews of previous buyers about the site in social media on the internet.

One thing that often becomes a problem is most sellers or business people only use social networking media to make online offers such as social media Facebook, Instagram, or Twitter. Most who use social media are small and medium-sized businesses, considering the costs in the bidding process are small enough to reduce the costs of these business actors. Although at present the marketplaces such as Tokopedia, Bukalapak, and others have provided a more convenient way of transacting within the PMSE.

The identity system is included in the principle of agreement in good faith, where the parties should provide clear information about the products and the identities of the parties. The parties conducting electronic transactions should provide identifying information in the form of:

1. Company name (if not an individual business actor),
2. The name of the business actor both the owner (for individuals) or the contact person for the company,
3. A clear and accountable address
4. Legal entity status,

5. Buyer name,
6. Buyer's identity card (to find out if the buyer is qualified in law)
7. Buyer's account number, for checking payment,
8. A clear and accountable buyer address.

If the conditions are complete, then the problem of the position or place of residence of the parties can be known and in dispute resolution more clarified. For legal protection of the parties in the sale and purchase agreement via the internet can be maximized. Legal protection exists if the document can be verified. One of the things used to determine electronic documents are valid to use electronic signatures or e-signatures. For an electronic legal hand force to be recognized, it should fulfill several conditions as stipulated in Article 11 of the ITE Law, including:

1. Data for making Electronic Signatures are only related to signatories;
2. Data for making electronic signatures when the electronic signing process is only in the power of the signatory;
3. Any changes to electronic information related to electronic signature after the time of signing can be known;
4. There are certain methods used to identify who the signer is;
5. There are certain ways to show a signatory has approved the relevant Electronic Information.

The state of the parties in the sale and purchase agreement through the internet uses traditional buying and selling system which distinguishes identity clarification system of the parties, bearing in mind that the parties promised to have a difficult position to be clarified because they do not meet face to face, and often are in two different places, both between regions and between countries. For prospective buyers who are entitled to conduct transactions according to Article 1320 of the Civil Code namely to be competent in law by seeing the clear identity of the prospective buyer itself, even though in reality to accelerate transactions the perpetrator's businesses often do not ask for a complete identity from a prospective buyer due to it is considered inefficient in terms of time and will reduce the desire of the buyer due to it is too complicated.

But in terms of the identity of business actors, the ITE Law has provided a condition for having a certificate of reliability for prospective buyers no longer like buying with people who cannot be trusted. Besides, the seller should have a certificate and SIUP to conduct transactions through an electronic system according to PP No. 80 of 2019.

The need for socialization of legal protection for the parties in the sale and purchase transactions via the internet for the wider community. Either directly or through social networking or internet media owned by the government. As well as the need to strengthen the PMSE to the public so as not to be swayed by the false promises of irresponsible people who are on social media.

IV. CONCLUSION

The need for socialization of legal protection for the parties in the sale and purchase transactions via the internet for the wider community. Either directly or through social networking or internet media owned by the government. As well as the need to strengthen the PMSE to the public so as not to be swayed by the false promises of irresponsible people who are on social media.

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