



Validity of Online Transaction Agreements in the Digital Era

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ABSTRACT. A recent development in an era where it is simple to access internet buying and selling operations. Buying and selling online, one of which can be accessed in applications such as shopee, tokopedia, gofood, and others. Various age groups are free to conduct online transactions, ranging from children to the elderly. When there are four legal conditions in an agreement, namely the agreement of the parties, competence, a particular issue, and a lawful cause, buying and selling agreements in online transactions are not exempt from the rules of Article 1320 of the Civil Code. What is interesting is the skill of the parties as one of the legal elements. In online transactions, this element of fatigue needs to be questioned because there are many cases of minors making purchases through online transactions. Even the online transactions of buying and selling alcohol and sharp weapons are carried out by children who are not yet adults. The problem in this research is how to introduce online buying and selling in Indonesia? What legal repercussions should minors expect from purchasing booze and sharp objects online?. The purpose of this study is to analyze the implementation of online buying and selling in Indonesia and the juridical implications of online purchases of alcohol and sharp weapons by minors. The results of the study revealed that minors can purchase any type of goods in the online shop. For example, there are several online shops selling alcohol and sharp weapons, so if there is no strict monitoring of a person's skills in online transactions, it will lead to legal problems where minors can buy alcohol and sharp weapons freely. The juridical implication requires changes to related laws regarding the age limit for making purchases online and the rules regarding being required to include an ID card in all online purchases.

Keywords: Online Transactions, Minors, Digital Era

1 Introduction

The digital era with all its technological developments facilitates the current activities of the trade sector and the education sector. It can be seen that initially purchasing and selling was carried out directly between buyers and sellers, now purchasing and selling can be accessed online so that buyers and sellers do not need to meet. In the world of education, it can also be seen that during the Covid-19 pandemic, the teaching process changed from offline learning to online, so that students ranging from elementary education to high school level education already had their own smartphones to support the online learning process.

Purchasing and selling transactions have changed due to technological advances, where conventional purchasing and selling transactions, namely meeting buyers and sellers, have switched to purchasing and selling transactions online or what is called electronic commerce (e-commerce) (Pratama, 2020). Law No. 19 of 2016 amending Law No. 11 of 2008 on information and electronic transactions (ITE) (Undang-Undang Nomor 19 Tahun 2016 Tentang Perubahan Atas Undang-Undang Nomor 11 Tahun 2008 Tentang Informasi Dan Transaksi Elektronik, 2016) contains regulations for e-commerce transactions.

Purchasing and selling online simply means purchasing and selling goods through an application that can be accessed using a smartphone without a direct encounter between the buyer and the seller. Online purchasing and selling transactions are better known as e-commerce. E-commerce is a technology in the form of an application that connects companies, traders and buyers through electronic transactions in the form of trade in services and information carried out through electronic media (Purwo & Wahyudi, 2000).

Rules regarding the implementation of online purchasing and selling transactions are still subject to the Civil Code regarding agreements. Even though the ITE Law already exists as the basis for e-commerce transactions, it has not aborted the Civil Code regarding the legal terms of the agreement contained in Article 1320. Online purchasing and selling transactions are not solely carried out by adults, but minors can also make purchase transactions through on line. So that if an online purchase transaction is carried out by a minor, The legal provisions of the agreement governing the parties' skills are broken by the agreement. Because we see that in the ITE Law there are no rules regarding the age limit for someone in e-commerce transactions.

In practice, in several online shop applications, registering an account to be able to enjoy the services in the application does not use ID card verification, but only uses a telephone number. So it can be concluded that minors can register their accounts in the online shop application. Because one of the legal terms of the agreement is the element of competence, the validity of the transaction agreement must be reviewed if minors use an online shop application to make purchases.

The positive impacts that facilitate purchasing and selling, there are also negative impacts of online purchasing and selling (Ramadhan et al., 2020). Due to the ease of access from all walks of life, this is a way for underage children who are still in their teens to make purchases in the online shop application. The transition period for adolescents to adulthood has high curiosity, wanting to try things they have never experi-

enced before (Asyhar, 2016). With the opportunity to be able to access alcohol purchases in the online shop application and supported by high curiosity, it is often found that underage children consume alcoholic beverages.

In accordance with Permendag Number 25 of 2019 concerning Amendments to Minister of Trade Regulation Number 20 of 2014 concerning Control and Supervision of the Procurement, Distribution, and Sales of Alcoholic Beverages, specifically in Article 15 which emphasizes that sales of alcoholic beverages can only be given to consumers who are 21 years old by showing a card identity, minors should automatically not be able or allowed to make transactions to purchase alcoholic beverages. (Kementrian Perdagangan RI, 2014). So it is necessary to have strict sanctions and supervision of marketplaces and online shops related to the sale of alcoholic beverages that can be reached by minors.

2 Methods

In order to write this research, a normative juridical approach was used, which involved conducting legal research using secondary data from regulations and journals as the primary source material. (Soekanto & Mamudji, 2006). This research is descriptive in nature, namely describing concrete, complete and systematic explanations.

3 Results and Discussion

1. Implementation of Purchasing and selling Online

Online transactions in Indonesia are currently running and favored by the public in terms of purchasing and selling of goods and services. There are several marketplaces or what are known to the public as online shops such as shopee, Tokopedia, akulaku, gofood, and others. The Law No. 19 of 2016 amending Law No. 11 of 2008 concerning information and electronic transactions (ITE) is referenced in the implementation of online or e-commerce transaction activities. Even though there are gaps in the ITE Law that require implementing regulations to fill, the purpose of the passage of this Law is to give legal certainty and protection to actors in the e-commerce sector.

The development of online purchasing and selling transactions in Indonesia is increasing every year. A significant increase in online transactions through e-commerce will have an impact on the Indonesian economy. With the increase in purchasing and selling transactions through online, it is hoped that the government will further improve and develop e-commerce so that it will develop more in the future (Firmansyah, 2017).

Regarding online transaction agreement rules in Indonesia, they still refer to the Civil Code because there are no new rules governing this matter. For the validity of an agreement, it has conditions set forth in Article 1320 of the Civil Code, namely:

Agree those who raise themselves
 The ability to make an engagement
 The existence of a certain object or thing
 A lawful cause

The first and second conditions are arbitrary requirements, and the agreement may be canceled if they are not satisfied. The third and fourth conditions, however, are objective requirements, and if they are not met, the agreement is void or is regarded as never having occurred (Pirmansyah & Affandi, 2021).

The sale and purchase agreement is a reciprocal contract, wherein the seller agrees to deliver the item and the buyer promises to pay the agreed-upon amount. It is clear that goods and prices are a sale and purchase agreement's primary components (Prasetya et al., 2021). According to Article 1458 of the Civil Code, which states that the sale and purchase is considered to have occurred after the parties agreed on the price and the goods, even though the goods have not been delivered and the price has not been paid, the nature of the sale and purchase agreement is consensual.

Purchasing and selling transactions are carried out online so that the rules used are the ITE Law and PP No. 82 of 2012 concerning System Operators and Electronic Transactions. If someone purchases goods via the web or online application, an electronic transaction occurs. Electronic transactions are defined as legal actions carried out using computers, computer networks, and/or other electronic media, according to Article 1 Paragraph (2) of the ITE Law. The legal action referred to in this case is a sale and purchase agreement.

The ITE Law stipulates that legal electronic documents must have information that can be accessed, displayed, guaranteed for its integrity, and accounted for in a way that clarifies a situation. The following legal requirements for electronic contracts are stated in PP No. 82 of 2012 Concerning System Operators and Electronic Transactions, specifically: (Peraturan Pemerintah Republik Indonesia Nomor 82 Tahun 2012 Tentang Penyelenggaraan Sistem Dan Transaksi Elektronik)

A contract has been reached between the parties.
 Performed by competent legal subjects
 There is a certain thing

The purpose of the transaction cannot be in violation of legal requirements, morality, or public order.

The ITE Law does not entirely incorporate Article 1320 of the Civil Code, which specifies the importance of the legal terms of an agreement. It is clear that the ITE Law has more latitude than the Civil Code in terms of compliance with the legal terms of the agreement.

First, the parties have a clear understanding that the terms of the sale and purchase agreement are dependent upon the outcome of the negotiations, as stated in Article 1320 of the Civil Code. Whereas in online purchasing and selling transactions, the agreement looks a little blurry, because there is no negotiation in it and an agreement occurs when the buyer agrees to make a purchase using an electronic system.

Second, the competence of the parties in a conventional sale and purchase agreement which refers to the Civil Code is very clear in terms of the competence of the legal subject who can enter into the agreement. Whereas in the ITE Law there are no

rules regarding a person's skills or age limit for someone who can carry out online transactions or access through electronic media. However, in Article 47 Paragraph (2) of Government Regulation Number 82 of 2012 it states that the skills of the parties involved in purchasing and selling transactions online are carried out by competent legal subjects or those authorized to represent them in accordance with statutory provisions, the age limit is not explained so that a person's age being able to carry out purchasing and selling transactions online is still unclear because a person's skills according to the laws and regulations in Indonesia are very diverse.

Third, regarding a certain matter the Civil Code and the ITE Law are more or less the same, it's just that the practice is slightly different. In the Civil Code regarding the object of the agreement can be seen directly while in electronic transactions according to the ITE Law which is emphasized in Article 9 which concludes that the object of the agreement must provide complete information about the product being offered.

Fourth, a cause that is lawful in the Civil Code and the ITE Law regarding goods that are the object of the agreement cannot conflict with laws that are contrary to decency and public order.

In online transactions it is very difficult to see whether someone is competent or not to carry out online transactions. So it cannot be denied that minors can make online transactions because currently underage children already have their own smartphones and understand how to use them compared to adults who are aged.

Explanations regarding the skills of someone who can make purchase transactions through online are still full of problems. There are still many online shop applications that can be reached by minors in purchasing and selling goods. In accordance with the provisions of the legal terms of the agreement contained in the Civil Code Article 1320 that underage children are said to be incapable of entering into agreements so that the sale and purchase agreement carried out by minors via online violates the provisions of subjective terms so as a result the agreement can be canceled by one of party.

The validity of the agreement in online purchasing and selling transactions carried out by minors can be said to be valid if neither party feels disadvantaged in the transaction. However, in proving the legal force of online transactions carried out by minors, the agreement can be canceled by one of the parties by filing an annulment and being decided by a judge (Lingga Saputra, 2019).

2. Juridical Implications for Purchasing Alcohol and Sharp Weapons Online by Underage Children

Selling goods and services online has a positive impact which makes it easier for people to buy the goods they want without having to go directly to the store or seller of the goods. In Indonesia there are already very many Marketplaces and online shops that sell various people's needs. One application that is often used by the public in purchasing goods through online transactions such as Shopee, Tokopedia, Bukalapak, Akulaku, Gofood, and others.

Recently, researchers have seen that several online shop applications sell alcoholic beverages, from types of alcoholic beverages with low levels to high levels. Many

have bought the drink, which can be seen from the number of sales in the listed online application.

The results of research from the National Anti-Miras Movement (GeNAM) in 2014 showed that the number of teenagers consuming alcohol in Indonesia reached 23% of the total number of Indonesian teenagers, 63 million in 2014. Of the total number of teenagers at that time, around 14.4 percent consumed alcohol. million souls (CNNIndonesia.Com, 2018).

Meanwhile, the results of the 2017 Indonesian Demographic and Health Survey (IDHS) describe the age at which young men and women start consuming alcoholic beverages, namely : (DetikhealthCom, 2018)

Age 15-19 Years. Men consume alcoholic beverages by 70%, and women consume alcoholic beverages by 58%.

Age 20-24 Years. Men consume alcoholic beverages by 18%, and women consume alcoholic beverages by 8%.

Adolescents who are heading to adulthood are very vulnerable to environmental influences and social influences. Their curiosity is very high about something they have never tried. One of them is consuming alcoholic beverages, this usually happens to teenagers who are influenced by the association of their friends or environmental influences and harmony in the family. Similar to the brawls that were carried out by junior or senior high school students, most of the brawls were caused by the association or the school environment. There is also due to the inheritance of their previous seniors where there is hostility between schools.

Based on the data above, the increase in the number of underage children who consume alcoholic beverages is due to the ease of obtaining these drinks in the marketplace or online shop application. First, as stated in Article 1320 of the Civil Code, the parties are fully aware that the terms of the sale and purchase agreement are subject to the conclusion of the negotiations. The Child Protection Act also governs the ban on giving children alcohol to abuse or allowing them to do so.

The sale of alcoholic beverages online is not regulated specifically on the legal basis. Business actors who sell alcoholic beverages online and the buyers are minors show that the legal protection for minors is very weak. Even though there are still many sales of alcoholic beverages in online stores that minors can access, the Minister of Trade Regulation Number 25 of 2019 concerning Amendments to the Minister of Trade Regulation Number 20 of 2014 concerning Control and Supervision of the Procurement, Distribution, and Sales of Alcoholic Beverages does not operate optimally and there is ambiguity in the standards.

One study found that an application that sells goods online, namely GoJek with the GoShop feature, sells alcoholic beverages and can be accessed by minors. This happens because it is easy to create an account by a customer and without ID CARD verification. Accessed via the go-jek web, how to create an account by a customer is as follows : (Gojek.Com, n.d.)

Select the 'Register' button (if the mobile number is already registered, all you have to do is click 'Enter')

Fill in the required data correctly, then click 'Continue'

Enter the OTP code that you received via SMS

Yay! Registration is successful and you can enjoy all Gojek services

Without ID card verification, it makes it easier for minors to create a Gojek account and enjoy the features in it, one of which is the Go-Shop feature. This is the initial root of the problem of the affordability of buying alcoholic drinks by minors in the Gojek application, it seems that Gojek has not maximized the higher provisions in creating an account or buying alcoholic drinks. PT Gojek cannot be held responsible for the purchase of alcoholic beverages by minors, moreover PT Go-Jek has again appealed to all customers through its Twitter account as of June 31, 2021 not to be allowed to buy or order products that contain a negative charge, such as alcoholic beverages. , as well as for partners to always re-check the suitability of the goods with the description of the order (Wisena et al., 2022).

In contrast to the Shopee application, it seems that it is more stringent in the sale of alcoholic beverages. To be able to buy alcoholic drinks in the Shopee application, there are several steps that buyers must take, namely:

Buyer's photo

Photo of Buyer's ID card

Photo of the Buyer holding a ID card

To reduce the purchase of alcohol and consumption of alcohol by minors, it is hoped that in the future the online shop application must provide face and ID card verification rules when creating an account or when purchasing goods that minors may not buy, for example alcoholic beverages and sharp weapons.

The government is expected to tighten supervision and follow up on online shop parties and sell alcohol freely without any age limit in purchasing it so that minors cannot access it and can protect the nation's children who will become the next successors.

4 Conclusion

With the existence of Law No. 19 of 2016 concerning amendments to Law No. 11 of 2008 concerning information and electronic transactions (ITE), which offers legal certainty and protection for actors in the e-commerce sector, the implementation of online buying and selling has been operating in Indonesia. However, there are drawbacks - deficiencies in the ITE Law, so implementing regulations are needed to complete these deficiencies. The validity of the agreement in online purchasing and selling transactions carried out by minors can be said to be valid if neither party feels disadvantaged in the transaction. However, in proving the legal force of online transactions carried out by minors, the agreement can be canceled by one of the parties by submitting a cancellation and decided by a judge because it does not fulfill the subjective requirements in Article 1320 of the Civil Code.

Minors can purchase any type of goods in the online shop. For example, there are several online shops selling alcohol and sharp weapons, so if there is no strict monitoring of a person's skills in online transactions, it will lead to legal problems where minors can buy alcohol and sharp weapons freely. The juridical implication is that it requires changes to related laws in terms of the age limit that can make purchases

online and the rules regarding being required to include an ID card in all online purchases.

Recommendation

The government is further increasing the socialization of the ban on buying alcoholic drinks for minors through purchases in online shop applications so that the mandate of the laws and regulations runs optimally. Then there are rules regarding the provisions for creating an account in the online shop application which must include ID card verification as a form of minimizing the purchase of alcoholic beverages and sharp weapons by minors.

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