

**ELECTRONIC TRANSACTION DISPUTE RESOLUTION ACCORDING TO
TREATY LAW**

Amanda Devina Cellia Pambudi¹ CindyAtika Zulaeka²

Duta Bangsa University of Surakarta¹ Duta Bangsa University of Surakarta²

amandadevinacp@gmail.com¹ cindy.zulaeka3103@gmail.com²

ABSTRACT; *This article discusses the settlement of electronic transaction disputes according to treaty law. Electronic transactions are growing rapidly, the need for a clear legal framework to resolve disputes that arise. Treaty law provides a strong basis for resolving such disputes based on regulating the obligations and parties to the transaction. Dispute resolution methods with mediation, negotiation and arbitration are the most important options before bringing the problem to court. This article uses the literature study method. It highlights the importance of adaptive regulation and effective implementation of treaty law to ensure fairness and legal certainty in e-disputes.*

Keywords: electric transaction; agreement; dispute resolution; treaty

INTRODUCTION

Electronic transactions are a form of transaction or exchange via electronic media on the internet (Triantika, 2020). This includes various activities, namely buying and selling goods or services, transferring funds or money via digital platforms, and various payments made digitally. In carrying out this transaction the two parties do not meet directly.

The development of information and communication technology has caused major changes to various aspects of life, one of which is the business sector. Trading through electronic transactions or through e-commerce platforms is becoming increasingly popular and widely recognized by the public, whether used individually or for business purposes. This opens up new potential that can increase efficiency and the economy.

In electronic transactions there are several important things, namely seller, buyer, and the transaction platform they use. Sellers can offer services or products on the platform, while buyers can choose, order and pay for the order they want to buy (Suhadi dan Fadilah, 2021). In the electronic transaction payment process, there are various types of payments such as paid in full through transfers, cash on delivery, and even credit.

However, behind this convenience and benefits, electronic transactions can cause disputes between the parties concerned. This conflict is caused by various things including: damaged products, errors in product delivery, delayed payments, and even fraud.

Buying and selling transactions through electronic media are basically regulated in the Civil Code. Buying and selling is a mutual agreement where one party (seller) promises to transfer ownership of goods and the other party (buyer) promises and agrees to pay for the goods with a predetermined amount of money (Prastya et al., 2021)

Electronic Transaction Law in Indonesia is regulated in Law No.11 of 2008 on information and Electronic Information and Transactions and other related regulations. Dispute resolution mechanisms including mediation arbitration and litigation. Analysis of case studies and court decisions related to electronic transaction disputes.

This is also regulated in Law No.19 of 2016 concerning information and electronic transactions. Where Article 1 point 7 reads "Where an electronic contract is an agreement between the parties that has been made through electronic transactions which includes trade or business with electronic systems".

Dispute resolution related to electronic transactions must be carried out in a fair and effective manner, so as not to hinder the process of business development and can provide legal certainty to the parties involved. And one of the ways that can be determined to overcome this problem is by applying the law of agreements or contract (Agustin, 2020)

An agreement is an agreement between two or more parties to create a legal relationship by determining the rights and obligations of each party. And this agreement is binding on both parties or parties involved. According to Article 1313 of the Civil Code, an agreement only occurs if there are certain actions, either in the form of speech or physical actions, and not in the form of mere thoughts.

Agreements or contracts have an important role in people's lives in the legal, business and social fields. Agreements provide legal certainty to the parties, thus helping to prevent disputes. Agreements can regulate various legal relationships such as buying and selling, lending or renting.

The legal basis of the agreement is regulated in Article 1338 of the Civil Code which regulates the principle of freedom of contract. Which reads: "All agreements made legally apply to the law for those who make them". This article states that the parties are given freedom in making agreements. All agreements made legally apply in law and for those who make them.

In the principle of freedom of contract, it is known that there are three elements regulated in Article 1338 and Article 1339 of the Civil Code:

1. Essential Elements

It is the provision of a service by one of the parties, which describes the nature of the contract that fundamentally distinguishes it from other types of contracts.

2. Natural Elements

An element whose existence must exist in a particular agreement, after the main parts are known with certainty. For example, a contract or agreement involving sales and purchases will definitely have a natural element in the form of the seller's obligation to bear the defects of the products he sells.

3. Accidental Elements

This is a complementary element in an agreement whose provisions can be arranged deviantly by the parties in accordance with the will, which is a special condition determined jointly.

Based on the laws and regulations, online transactions are called "transactions through electronic systems" (PMSE). This is in accordance with Government Regulation No. 80/2019 on Trading Through Electronic Systems, which defines PMSE as a transaction in which the transaction is conducted through an electronic system. A series of electronic devices and procedures are performed.

The important thing that consumers need to pay attention to before using an electronic system or marketplace application is to first read carefully the terms and conditions contained in the application or electronic system. This is to avoid unwanted and detrimental things.

Business disputes are usually resolved through litigation (court) or legal dispute resolution. In resolving the dispute, it begins with filing a lawsuit in the district court and ends with a decision from the judge. In addition to dispute resolution in court, there is also out-of-court dispute resolution.

Problem

This article is written based on 2 problem formulations, namely:

1. How is the fulfillment of agreement law in electronic transactions?
2. What are the methods of dispute resolution in electronic transactions?

Methods

This article uses the literature study method. This method begins by collecting various clear sources. Including sources from articles, journals, research reports and legal documents on the topic of electronic transaction disputes. This method was chosen due to its relevance and contribution in understanding how bound disputes can be resolved through existing legal mechanisms or processes. This collection is often done through online sources.

Discussion

Online buying and selling transactions are currently commonplace, given the increasingly advanced information technology so that online buying and selling is one form of development in the field of buying and selling. Electronic Commerce (E-commerce) is the activity of all commercial activities carried out by means of internet media both in the process of offering and purchasing (Nasution, 2023). Currently, these electronic transactions are the basis for the creation of online shopping applications or marketplaces. The impact of this technological advancement has led to the existence of online buying and selling agreements.

Of course, online buying and selling cannot be separated from the legal relationship between the parties involved. Generally, the legal relationship appears in the provisions provided by the facilitator or in this case the online shopping application, the seller before uploading the goods to be traded must agree to the conditions in the online shopping application or the seller himself can write it in the description. On the other hand, the buyer indirectly agrees to the agreement when deciding to buy goods. Meanwhile, from a legal perspective, buyers and sellers are actually protected by consumer protection law (Fista et al., 2023). Consumer protection law contains all the rules regarding production, quality, transactions, and compensation if an undesirable event occurs.

The sale and purchase agreement in electronic transactions aims to state the clarity of validity in the practice of electronic transactions (Habeahan, 2021). From the agreement agreed upon by both parties, the rights and obligations of each party are born, the agreement can also provide legal protection in the event of future losses so that disputes can be resolved objectively.

It is written in Article 1313 of the Civil Code that an agreement is an agreement that occurs between parties who bind themselves to another person or more. The parties who bind themselves so that they have this legal relationship are referred to as legal subjects. The following are the subjects of electronic transactions:

1. Individual to individual

What is meant here is that the sale and purchase is both carried out by individuals. In cases that have occurred a lot, often the object of the goods is bakas goods or secen goods. Even so, the sale and purchase agreement is still important as protection for both the seller and the buyer.

2. Company to buyer

On the subject of company law and product buyers tend to be mass. Products or goods tend to be mass. These electronic transactions are widely disseminated so that consumers generally act as initiators.

3. Government services to the people

This type refers to government services that emphasize efficiency and flexibility. The government is a party that participates in keeping up with the times. So the general public in this case is given convenience.

4. Company to company

In this case, companies generally know each other. This is done not for individuals so that usually there is also an agreement between companies or a cooperation agreement. However, agreements in electronic transactions like this are used as additional security so that cooperation runs according to the agreement from the start.

5. Buyer to company

The point is when a person or individual sells their goods to a company. Then generally the company will submit an agreement as a guarantee for the sale and purchase made.

Then, to make an agreement these subjects must be considered to meet the criteria as written in Article 1320 of the Civil Code which is referred to as legal capacity, namely:

1. The parties concerned have been declared legal in age. If we follow the rules of the Civil Code, the minimum legal age is 21 years old.

2. Each guarantor in the subject of the agreement is not someone who is under pardon.

3. Adult women who are not married. This is because, when the woman has entered into marriage, she is considered to have lost her capacity because she must ask for her husband's consent before taking legal actions.

Although carried out by means of online media, electronic transactions with certain agreements are only considered valid if each party is considered legally capable. Of course, all contents in electronic transaction agreements must also be in line with all provisions in the Civil Code. Article 1320 of the Civil Code has written about the conditions for the validity of the agreement:

1. There has been an agreement between the two parties who bind themselves. So that all things in the agreement are the result of the agreement of all parties and not the request of only one party.

2. The legal subjects are legally capable persons. As explained above, there are three criteria for people who are considered legally capable according to the Civil Code.

3. There is an achievement or a certain thing that is used as the object of making an agreement. More clearly, this is what the parties will do or not do.

4. Halal causation, meaning that the causes of the agreement are actions that are not against the law. Any unlawful act on an agreement, the agreement is considered not before the law and the agreement is considered never to have existed.

The occurrence of disputes is the result of the non-fulfillment of the rights and obligations of the seller or buyer, which ultimately causes cons and disputes (Junior et al., 2021) A right is something that a person or group deserves for an action. Meanwhile, an obligation is an act performed by a person or group as a cause before doing something. In general, many buying and selling disputes are caused by buyers who feel that they did not get the product they thought or did not match the product description.

The large value of electronic transactions today allows for dispute cases in the implementation of these electronic transactions. Online Dispute Resolution (ODR) is a method that helps parties to resolve online disputes from the initial process to the end (Aziz et al., 2020). ODR mechanisms can vary such as electronic mail or e-mail, feedback features, chat between related parties, conference features both audio and video, and even AI features.

Online dispute resolution can go through the following mechanisms:

1. Online settlement generally uses the chat feature in the application, in this case the seller and buyer negotiate without an intermediary. Sellers and buyers will negotiate to find a middle ground. Usually this is resolved by way of a refund, compensation, or reshipment of the product.

2. Online arbitration is a dispute resolution that uses a third party as an arbiter who is an abiter. The process is not much different from conventional abiteration, except that this abiteration is not conducted by meeting. This means that all processes are carried out online from registration to decision, everything will be notified online.

3. Online resolution

Online resolution is the use of a complaint or reporting feature created by the application as a form of facility in dispute resolution. In this case, the seller will actually get notifications or periodic quality drops if the dispute is not resolved quickly. The existence of this feature is a quality assurance and quality both in terms of products and seller services.

4. Online mediation

The online mediation method will make it easier for disputing parties to resolve disputes without taking them to legal channels. The sophistication of technology makes this method not limited by place and more flexible in the use of mediation time so that it does not require the two parties to meet face to face in resolving the case. However, this still does not eliminate the fundamental principles of mediation itself (Wicaksana, 2021). Although online mediation uses the internet as a means of connecting, all mediation results are kept confidential and are still accompanied by a mediator as an intermediary and neutral party.

From each of the above methods, of course, it is better if there is an agreement before the sale and purchase is carried out. As an affirmation in the buying and selling application, they have regulated what provisions in the transaction process are considered an agreement. Therefore, if the seller or buyer violates the provisions, they can be prosecuted and cause disputes to arise. Although the rules of buying and selling are complete, it cannot be denied that in some cases disputes cannot be avoided. For this reason, steps must still be taken to resolve the problem without court.

Conclusion

Online buying and selling transactions are very widely used today. Buying and selling carried out in this application is based on the law of buying and selling agreements as in conventional buying and selling law. This is done to provide legal protection to consumers. Of course, this agreement must fulfill the terms of the agreement and be made by legal subjects who fulfill the provisions. Disputes often occur because the rights and obligations of one party are not fulfilled, causing disputes. If there is a dispute over the legal relationship that occurs, then there are steps that can be used to resolve the case. This is also related to the provisions of the agreement that was made before the act was committed.

References

Agustin, R. (2020). *Perlindungan Hukum Dalam Perjanjian Elektronik Pada E-Commerce Shopee* (Bachelor's thesis, Fakultas Syariah dan Hukum Universitas Islam Negeri Syarif Hidayatullah Jakarta).

Aziz, M. F., & Hidayah, M. A. (2020). *Perlunya Pengaturan Khusus Online Dispute Resolution (Odr) Di Indonesia Untuk Fasilitasi Penyelesaian Sengketa E-Commerce*. *Jurnal Rechts Vinding: Media Pembinaan Hukum Nasional*, 9(2), 275.

Habeahan, B., & Tamba, A. R. (2021). *Perlindungan Hukum Pembeli dalam Perjanjian Jual Beli Melalui Sistem Elektronik*. *Nommensen Journal of Legal Opinion*, 47-54.

Hidayati, M. N., & Saraswati, M. (2024). *Menggagas Penyelesaian Sengketa Online (Online Dispute Resolution) pada Kegiatan Transaksi Elektronik di Indonesia*. *Sang Pencerah: Jurnal Ilmiah Universitas Muhammadiyah Buton*, 10(1), 225-244.

Junior, A. A. B. S., Dewi, A. A. S. L., & Arini, D. G. D. (2021). Penyelesaian sengketa transaksi bisnis elektronik commerce melalui internet. *Jurnal Konstruksi Hukum*, 2(2), 218-222.

Nasution, N. I. M. (2023). *ONLINE DISPUTE RESOLUTION PADA E-COMMERCE DALAM PERSPEKTIF PERATURAN PERUNDANG-UNDANGAN DI INDONESIA* (Doctoral dissertation, Universitas Jambi).

Prastya, K. F. I., Adnyani, N. K. S., & Ardhya, S. N. (2021). Tinjauan Yuridis Tentang Pelaksanaan Perjanjian Jual Beli Online Melalui E-Commerce Menurut Pasal 1320 Kuhperdata Dan Undang-Undang Nomer 19 Tahun 2016 Tentang Informasi Dan Transaksi Elektronik. *Jurnal Komunitas Yustisia*, 4(2), 617-625.

Suhadi, E., & Fadilah, A. A. (2021). Penyelesaian Ganti Rugi Akibat Wanprestasi Perjanjian Jual Beli Online Dikaitkan Dengan Pasal 19 Undang-Undang Nomor 8 Tahun 1999 Tentang Perlindungan Konsumen. *Jurnal Inovasi Penelitian*, 2(7), 1967-1978.

Triantika, N. A., Marwenny, E., & Hasbi, M. (2020). Tinjauan Hukum Tentang Pelaksanaan Perjanjian Jual Beli Online Melalui E-Commerce Menurut Pasal 1320 Kuhperdata. *Ensiklopedia Social Review*, 2(2), 119-131.

Fista, Y. L., Machmud, A., & Suartini, S. (2023). Perlindungan Hukum Konsumen Dalam Transaksi E-commerce Ditinjau dari Perspektif Undang-Undang Perlindungan Konsumen. *Binamulia Hukum*, 12(1), 177-189.