

---

## Letter of Contract in Electronic Commerce (e-Commerce) Based on Civil Law

---

Ruslin<sup>1</sup> (corresponding author)

<sup>1</sup>Faculty of Law, Universitas Yos Sudarso Surabaya, Indonesia; ruslinag8@gmail.com

---

Submitted: April 20, 2021 -Revised: May 19, 2021 -Accepted: May 25, 2021 -Published: May 31, 2021

---

### ABSTRACT

Internet Development has created the new form atmosphere named virtual world. The existence of virtual media has developed every personality is determined to relate limitless bound communication one another. The improvement caused to social aspect where it may change human relationship. The change has allowed people or company to perform any business transactions especially in commerce. It has explicitly affected to business sectors. Trading Officials E-Commerce Issuance is not as usual in common, but the issuance is commenced instead of obvious between both officials, but it may be adjusted in electronic way.

**Keywords:** electronic commerce; letter of contract

### INTRODUCTION

As an advance of fastest science and technology, it has been therefore direct commerce of transactions and face to face trades are then changed. As internet has been invented becomes probable information swaps for anyone and at people anyplace with limitless time and media. Furthermore, internet can be defined as relation links in various operation system and applications different places of the world where the connections have provided benefits for advance of communication media (telephone and satellite) applying standard communication protocol TCP/IP.

Electronic transactions in business section contained many forms as example electronic commerce or so – called as e-commerce or e-com. The next electronic commerce in this paper pronounced as e-commerce is explained grammatically as electronic commerce. Purpose of e-com is commercial transactions applied electronically with internet as the media. Furthermore, e-commerce can be explained as the way of purchasing or commerce by online or direct selling allowing internet facilities as website which provides service to get and deliver. Contract among the officials created by accessing provided webs containing clausal and contract issued by first official named seller, and other officials called customer who just press available button as the sign of agreement upon issuance of written contract instead of signing as common contracts, based on discussions. It is therefore concluded as problems as follow: How is legality issuance of contract for commerce by internet (e-commerce) based on law of contract in Indonesia?

### METHODS

Problem solving in this research is sociological jurisprudence approach as defined as dividing and describing of problems with civil common applications law conditions and its facts and available cases reviewed based on the facts in society.

### DISCUSSION

#### Legality Issuance in Commerce Contract via Internet (E-Commerce) Observed from Law Contract Issuance in Indonesia as in Particular for Crime Act Number III

##### Conditions for Contract Issuance Legality

In discussion for trading transaction via electronic is inevitable for contract issuance concept as explained in Open Materials Crime Act Number III as defined with released direct condition, therefore it is functioned as a way of control. Commerce in Internet or e-commerce is basically indifferent as common others when the trades occur as agreement for goods and services and the costs and prices are accepted for granted. But the differentiation is just applied way, if in common transaction, the officials are met ahead in a place to accept what are traded and fix prices and costs upon goods and services. Meanwhile in e-commerce, the occurred transactions are required way with internet as particular, e-commerce as an impact of technology advance has provided many implications for many sectors, it has been influenced to law official. the issuance in e – commerce created between two officials when one of them has accepted agreement to other to commence an issuance as contained in Act of Crimes verse 1313 as The Legality of e- commerce is determined as accepted when The Conditions based on Act of Crimes verse 1313 as follow:

1. The Bound Officials Agreement

Regarding with the verse point, all the contracts are agreements between two officials non – insistence agreement, malpractice, and deceit (*dwang, dwaling, bedrog*). The word of agreement has been a connection between requested condition between officials in the agreement. One is defined as responding issuance and contract if they have accepted the deeds in contract. The contract in e- commerce transaction has appeared from the official acceptances to create bound one another. The customer official agrees and accepts available contract from seller. The contract is usually provided and buyer just accepts by adding check available or press accept button as Agreement. The contract in e-commerce is an agreement take it or leave it. Consequently, if customers agree so they will accept the contract, if not the buyers will not need commence contract and transaction process is then declined or inexistence.

Agreement or contract in e-commerce has occurred by agreement. If related to theory of agreement therefore in determining when the contract is dealt can be done with close agreement therefore agreement has been basically commenced, the theories are:

a. Theory of Offer and Acceptance

The deal is principally occurred after dealing for an offer from one of officials and then followed by demand acceptance of other contract agents. This theory has been finally decided contract between agents when merchant proposes as providing list or catalogue of product table followed with description of the products sold and then customer selects offered products by clicking square bag available until signed with check (✓).

b. Theory of Declarative (verklarings theory)

Confirmed from the theory, what that customers order must fill order form or others, therefore it is defined still available not as the wish any longer. Consequently, requested contract between officials occurred when customer deals with order form or other forms and merchants has dealt with it with software.

c. Theory of Confirmation

The theory describes that a statement of dealing happens or confirmed when the officials bargaining accept respond or answer confirmation from the dealing customer. Consequently, the dealing result in e-commerce transaction occurred when merchant has accepted accepting respond from customer as confirmation answer from official demand agent as included information from condition or accepted legality customer.

If related to process of e-commerce contract based on Santiago Cavanilas and A. Martines Nadal so the agreement from the officials can be dealt via:

- 1) Chatting or video conference
- 2) E-mail
- 3) Web

2. Well-managed ability of providing contract

To create a bounding contract required to complete Legalized Agreement of Contract, one of The Conditions is Well – Managed Ability of Providing Contract. This case explained in Book of Crime Act Verse 1329 “Anyone is well – managed of providing bounding contracts, in case if there are then neither.”

Conditions or point of views to determine able or not of agent to adjust contract bounding based Book of Crime Act Verse 1330 as follow:

- a. Immature
- b. Those who are under Absolution
- c. Women who are stated by Law, and for those under Prohibitions by Law in Adjusting Bounding Contracts.

Agreement or contract in e-commerce is also required certain conditions for agreement plan officials when as the result of research towards any sites proceeded for e-commerce (web store or virtual shop) as observed, mostly discovered one condition for customer to adjust transaction must be up to 18 years old. The conditions can be found when customer fills the form of registration containing customer self – description where there is one coolum attaching date of born, as a necessary square signed with check (✓) stated that customer is at least 18 years old. Therefore customer maturity can be analyzed when one fills the form. This case is defined to part when one is not authorized to use e- bay when one is not able to adjust contract under law supervision, 18 years old or e- bay for a while has forbidden the agent to access the site.

Meanwhile in Conditions of Use Website Amazon for part your account is also stated:

“..... if you are under 18, you may use Amazon.com only with involvement of a parent or guardian .....”.

It is interpreted that “One who is Under 18 years old is only able to apply Amazon.com with guidance of Parents or Representatives”. The statement describes that transactions with Amazon, people must be over 18 years old, if under 18 years old must be in charge by their parents or siblings. The resemblance between

eBay and Amazon about age condition authorized contracts and transaction for e-commerce has implicitly stated that decency in adjusting e-commerce must be above 18 years old. It is absolutely different within Book of Crime Act which requires 21 years old for The Deeds, as therefore contract in e-commerce is able to adjust even though completion of the condition is latent, as any trusts between stated transaction process at officials. This way states trusts in e-commerce contract as in linearity to theory of declarative.

Meanwhile the maturity condition from Book of Crime Act is incomplete in e-commerce contract. It has not been invalid for the contract, but only giving consequence into the agreement or contract is requested to cancel by one of officials as a result maturity to create a bounding as included subjective conditions. As consequence from discussion, a conclusion is contract of internet (e-commerce) actually valid.

3. Exceptions

Verse 1333, stated that: “contract must be particularly subject for good at least in minimum types”. “There are neither obstacles for uncountable goods, in case the further amount is fixed and countable”. In consequence what have been agreed must possess goods and the amount as subjects from arranged contracts.

After observations to web store analyzed that in web store offers variety of products where offered products as follow books, electronics, software, also offering service in installing web store. Furthermore displaying products in picture, there are also descriptions toward products offered about information, specifications, and prices from the products. For example online market in e-commerce which is not only offering products but also auction of items eBay. For web store domestic as Gramedia online shop dealing with online book commerce.

a. eBay

eBay access in <http://ww.ebay.com> is universal online market that allows local, national, and international commerce. Having good variety community both individual and micro. EBay offers online commerce that allows many goods are traded every day, it contains pictures from products, there are also available price information of the goods, and even we may do bargaining as common auctions.

b. Amazon

Amazon is a company with virtual shop in access <http://amazon.com> with selling books, office stationary, music, DVD, etc. DVD.

Amazon provides commerce online 24 ours, 7 days a week. Furthermore, Amazon is not established physical shop, but there is an office in Seattle, Washington, USA. In the Site Amazon is furthermore provided not only products but also the prices and the viability.

c. Gramedia Online Book Shop

Gramedia online book shop with access <http://www.gramediaonline.com>, it is a web store yang offering books as the products, and also information available and prices, then software shopping chart having function for good price calculation purchased with additional costs, etc.

Some certain things in the case about bringing material as object in a contract if related to e-commerce available many goods and products offered and customers are then free one or many products, at the end of transaction procedure and display information about the goods and prices upon correct or not for the customer selection, consequently, customer selection is an object for the contract.

4. Permissive Clausal

The existence of contract clausal in direct agreement of e-commerce can be an evidence that agreement or contract is indifferent to them in common. In permissive clausal, meaning the purposive agreement must be in faithfull intention as denoted in Book of Act Law Crime Verse 1335, Verse 1336 and Verse 1337. Based on research has consequently discovered in condition of registration members is a must for transaction of merchant (eBay) stated and confirmed customer to denote and be careful part of prohibited and restricted items as they contain permissive or non – permissive goods.

About the obvious rules about what is permitted or not permitted and the penalties contained by e-bay as pertaining that contract of e-commerce is implicitly conditioned for permissive clausal, that permissive contract is a fundament of the agreement.

The Completion of Contract Principal in Act Book of Crime in Law

Based on Research which has discovered contract in e-commerce pointed in Law of Contract in Indonesia referred in Book of Crime in Law is legalized due that completing Must Conditions in Subjective and Objective, The Completions are concluded in The Principals as follow:

1. Principal of Contract Independence Selection
2. Principal of Consensus (Balance of Wish)
3. Principal of Faithfulness
4. Principal of Trust (Vertrouwensbeginsel)

5. Principal of Bounding (Asas Pucta Sunt Servanda)
6. Principal of Law Certainty
7. Principal of Equivalence

### CONCLUSION

Contract of e-commerce has bounded and available for the related officials while contract has been bound agreed by both of them. This case occurs due that openness referred from the Book of Crime Law Act, furthermore in completed principal of contract as therefore it is legalized condition based on the book with principal of agreement, so that contract of e-commerce is valid and referred to the book as a way of control.

For merchant, it is required to improve safety of possessed web store included safety for internet webs applied as anticipation for gaining lines range transactions of the site of e-commerce. Meanwhile, for customer, it is advised for being careful in doing transactions in e-commerce and supervising safety of web browser applied included safety of data security in transactions as follow, credit card, print out, etc. which will be evidence in the next required process.

### REFERENCES

1. Abdulkadir M. Hukum Perikatan. Bandung: Citra Aditya Bakti; 1992.
2. Barakatullah AH, Prasetyo T. Bisnis e-Commerce Studi Sistem Keamanan dan Sistem Hukum di Indonesia. Yogyakarta: Pustaka Pelajar; 2005.
3. Adi N. E-Commerce “Memahami Perdagangan Modern di Dunia Maya”. Bandung: Informatika; 2006.
4. Bustami A. Cara Mudah Belajar Internet, Home Site dan HTML. Jakarta: Dinastindo; 1999.
5. Rahman H. Contract Drafting. Bandung: PT. Citra Aditya Bakti; 2003.
6. Harahap MY. Segi-Segi Hukum Perjanjian. Bandung: Alumni; 1986.
7. Badruzaman MD. Hukum Perdata Buku III dengan Penjelasan. Bandung: Alumni; 1983.
8. Fuady M. Hukum Kontrak dari Sudut Hukum Bisnis. Bandung: Citra Aditya Bakti; 1999.
9. Fuady M. Pengantar Hukum Bisnis “Menata Bisnis Modern di Era Global”. Bandung: Citra Aditya Bakti; 2005.
10. Onno WP. Mengenal e-Commerce. Jakarta: PT Elex Media Komputindo; 2000.
11. Soekanto S. Pengantar Penelitian Hukum. Jakarta: Universitas Indonesia; 1986.
12. Subekti. Pokok-pokok Hukum Perdata. Jakarta: Intermasa; 2001.