

“Application of Agreement Letter in Online Buying and Selling Practies”

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ABSTRACT

The advancement of technology facilitating online transactions has drawn attention to the validity of agreements and legal relations among parties engaged in such practices. This study adopts the Normative Juridical method, employing a normative approach. Findings indicate that online buying and selling constitutes a legal relationship characterized by obligations stemming from agreements made between buyers and sellers through their respective social media accounts. Applying the validity criteria outlined in Article 1320 of the Civil Code to online transactions, it is evident that electronic contracts in online buying and selling do not contravene the requirements for agreement validity.

Keywords: contract law, e-commerce

I. INTRODUCION

The transaction process carried out in the business world without any meetings between the parties using the internet media is included in electronic transactions. Transactions in the business world have various forms, including e-commerce often referred to as electronic commerce, the definition of electronic commerce is trade conducted electronically using the internet as a medium. E-commerce offers significant convenience for consumers by granting effortless access to diverse products and services from the comfort of their homes. It simplifies the search process and ensures a swift, secure payment experience, contributing to a practical and streamlined shopping journey. Users can explore extensive options, compare prices, and relish the ease and efficiency of online shopping.

E-commerce emerged because people want fast, easy, and practical services through the internet, apart from technological advances. This provides flexibility for people in choosing products with various qualities and quantities according to their needs¹

With the advent of e-commerce platforms, consumers can easily explore a variety of products

from different brands and sellers without having to leave their homes. This allows them to compare the price, quality, and reviews of the products directly, easing the decision-making process.

In addition, e-commerce also provides freedom for consumers to make purchases whenever and wherever they are, without being limited by time and location. With transactions that can be done online, consumers are no longer bound by store operating hours or geographical restrictions.

Thus, people can enjoy the convenience and ease offered by e-commerce to fulfill their various needs, and make the shopping experience more flexible and efficient. This is one of the main factors fuelling the growth and popularity of e-commerce among modern society.

In practice, transactions that exist in online stores also involve agreements between sellers and buyers or agreements mutually agreed upon by forum members regarding the transactions to be accomplished. The concurrence includes the process of shipping goods, payment methods, and the number of orders that can be placed.

In addition, the payment method is also an important part of this agreement, where the seller and buyer agree on the payment method to be used, such as bank transfer, credit card, or other electronic payment methods. In addition, the number of orders that can be placed is also part of this agreement, where the buyer and seller set the number of products or services to be purchased or provided. With this agreement, the parties can have a clear understanding of the transaction process and their respective rights and obligations in the agreement.

Therefore, the preparation of online buying and selling contracts must follow the provisions of Law No 19 of 2016 which amends Law No. 11 of 2008 on electronic information and transactions as a special regulation, as well as referring to Book III of the Civil Code on ties.

A contract is formed through the interpretation of the statements or actions

performed by the parties concerning their mutual intentions and objectives (agreement), as well as from the legal consequences that can be borne by them as a result of such actions.²The principle of trust plays a vital role in contract making as it creates confidence among the parties that the contract will be strictly adhered to by those involved in the agreement. Trust becomes the basis for a mutually beneficial relationship and strengthens the commitment to perform the contract well.

It is therefore important for the parties to build mutual trust that each will abide by the agreed promises and perform their obligations or achievements in the future. Building this trust forms a solid foundation for a sustainable and successful co-operative relationship in executing the contract. Thus, the commitment to fulfill the agreed obligations and achievements becomes stronger and more secure.

Through trust, both parties voluntarily commit themselves to a contract that has legal validity and can bind them in accordance with the provisions stipulated in Article 1338 paragraph 1 of the Civil Code states that: "All legally executed agreements shall bind the individuals who have concluded them by law"

Trust is a strong foundation in building mutually beneficial contractual relationships and reinforces compliance with the contents of the contract. By doing so, the parties confirm their willingness to abide by the obligations they have agreed upon.³

Based on the previous explanation, the author is interested in initiating a search with the title "**APPLICATION OF AGREEMENT LETTERS IN ONLINE SELLING**

PRACTICE" which focuses on how the elements of the agreement are applied in online buying and selling practices. based on the explanation above, the formulation of the problem is how the application of the elements of the agreement in online buying and selling practices.

RESEARCH METHODS

The research method applied is a normative juridical approach, in which the research refers to laws and regulations, literature, and works relevant to the object of research.

II. RESULT AND DISCUSSION

Application of the element of an agreement in online buying and selling transactions

The process of buying and selling transactions, both online and conventional, has

similarities in its stages. In both online and conventional transactions, there are stages of offering, buying, paying, and delivering goods. In both methods, these stages are an integral part of the buying and selling transaction process that is generally applied. In order for this process to occur, it is important to pay attention to Article 1320 of the Civil Code regarding the legal requirements of an agreement in the context of buying and selling, which will be described as follows:⁴

a. **there must be consent of the individuals who are bound there by**

An agreement is the result of an agreement between the parties, which is based on a mutual will to fulfill the subject matter of the agreement and the terms that have been agreed upon. This consent of the will is evidence of the voluntary agreement of all parties involved, without any element of coercion, misrepresentation, or fraud involved in the process.

In an agreement, all parties agree to clearly defined terms, and this becomes the primary basis for their legal relationship. The importance of the consent of the will in the agreement shows that all parties are involved consciously and with full freedom to agree to the conditions that have been set. Therefore, the integrity of the agreement lies in the parties' awareness and freedom in making the decision to execute the agreement.

In an online buying and selling transaction, the agreement between the buyer and seller occurs when the buyer agrees to the offer made by the seller by sending an acceptance. This acceptance is usually done through payment, which is an obligation of the buyer.

Thus, if the buyer does not agree with the conditions regarding the goods or prices offered by the seller, the buyer will not make a payment, so the agreement will not occur. This shows that the agreement between buyers and sellers in online buying and selling transactions occurs through the payment process made by the buyer as a sign of approval of the offer given by the seller.

b. **there must be capacity to conclude an agreement**

Article 330 of the Civil Code states that a person is deemed capable of performing legal acts upon reaching the age of 21 years or marriage, which signifies legal maturity or adulthood. Although the principle of freedom of contract allows a person to enter into an agreement with anyone, Article 1320 of the Civil Code sets out the restrictions by referring to the requirement of capability. This capability requirement is applied

because an adult individual is considered capable of performing legal actions with full awareness and is responsible for his/her actions.

This ease and diversity of features create obstacles for the government in monitoring online transactions. On the other hand, as in conventional buying and selling, online businesses tend to focus on selling their products without considering consumer skills.

In the context of online buying and selling transactions, establishing and ensuring the fulfilment of proficiency requirements is a complex challenge. This is influenced by the fact that any individual can use social media, while the age requirements imposed by these platforms vary.

c. there must be a specific subject

The third requirement for the validity of an agreement states that an agreement must include the subject matter of the agreement which regulates certain matters, where the subject matter of the agreement must take the form of an achievement.

Performance in the context of an agreement can take many forms. It can be the payment of a sum of money, the delivery of goods or services, the assignment of rights, or other concrete actions that are at the core of the agreement. The importance of having clear achievements in the agreement is so that the parties have concrete obligations to be carried out in accordance with what has been agreed. By having the subject matter of the agreement that regulates certain things and takes the form of achievements, the parties can clearly know what is expected of them and what is promised by the other party in the agreement.

In the context of online buying and selling transactions, the third requirement of Article 1320 of the Civil Code can be fulfilled when the buyer accepts the offer of goods and prices submitted by the seller. This acceptance ensures objectivity because the buyer performs a feat by paying a sum of money in accordance with the set price, while the seller performs a feat by providing the goods as offered.

d. there must be an admissible cause

The fourth requirement of an agreement stipulates that the content of an agreement must be in accordance with the law, which means that it does not contain elements that violate laws and regulations.

Sale and purchase transactions, both online and conventional, always face challenges in ensuring the validity of a sale and purchase agreement in accordance with the provisions of

Article 1320 of the Civil Code. This difficulty arises because the legal protection provided by the laws and regulations only applies in the form of cancellation by law. The concept of cancellation by law means that an invalid agreement does not require fulfilment before a judge because legally it is considered that the agreement never existed.

It should be noted that while there are guaranteed protections in the law, the only consequence of an invalid agreement is cancellation by operation of law, which means that the agreement is not validly enforceable. Therefore, parties involved in a sale and purchase transaction must be careful to ensure that the agreement made meets the requirements set out by law in order to be validly executed and not subject to nullification.

From the four explanations of the application of the validity of the agreement by Article 1320 of the Civil Code in the context of online buying and selling, it can be concluded that there is no nature of the electronic contract in online buying and selling that violates the requirements for the validity of the agreement. Although the fulfillment of the four requirements of the validity of the agreement can be fulfilled by the law, it is important to recognize that online buying and selling faces significant difficulties in ensuring the validity of the agreement. This difficulty is due to the nature of online buying and selling transactions that are conducted virtually over the internet, which results in a lack of direct interaction between the parties and most online buying and selling agreements do not have a written form.

While online buying and selling agreements are generally not documented in writing, there is written evidence that can confirm the validity of the agreement. Examples of such evidence include invoices, chat transcripts, proof of payment, or billing records. Therefore, it is important to understand that the form of an online agreement, whether written or not, does not reduce the fulfillment of the legal requirements stipulated by Article 1320 of the Civil Code. Moreover, online agreements have special recognition based on Article 18 paragraph (1) of the ITE Law which gives the parties binding legal force.

In a sale and purchase agreement, whether it is done conventionally or online, there are the same elements that make up the structure of the agreement. These include essential, natural, and Accidental elements.

1. Essential elements

The fundamental components encompass an agreement established between the purchaser

and vendor concerning the subject of the deal (whether goods or services) and the specified payment. In a digital setting, these aspects, namely the subject of the transaction and the payment amount, are typically delineated extensively within the product description and the price displayed on the online trading platform.

The vital components within a sales agreement encompass the details of the goods provided and the mutual agreement regarding the price of the goods between the seller and the buyer. In this context, the presence of the offered goods and the establishment of the goods' price are crucial aspects that need to be satisfied. Absent these elements, the sales agreement is deemed invalid according to Article 1320 BW letter c.

Article 1320 BW letter c emphasizes that an agreement must have a specific object, which is "acerta in subject matter". In other words, the agreement must specify a concrete or specific thing that is the object of the agreement. In the context of buying and selling, this means that the agreed goods must be clear and specific, and the price of the goods must also be clearly determined in the agreement.

If in a sale and purchase agreement there is no explicit specification of the goods and prices offered, then the agreement is considered null and void. This is because the agreement does not fulfill the legal requirements of an agreement, which require a specific object and an agreement on price. In practice, this implies that from the outset, the agreement is considered to have never existed and has no legal force binding on the parties. Therefore, the existence of goods and the pricing of goods are crucial aspects in shaping the validity of a sale and purchase agreement.

2. Natural Elements

These elements arise naturally from the sale and purchase relationship and do not need to be explicitly stated in the agreement. Examples are the seller's responsibility to provide quality goods that match the description, and the buyer's responsibility to pay the agreed price.

The natural element in the sale and purchase agreement aims to protect the buyer from things that were never agreed upon beforehand but are reasonable responsibilities in the transaction. In this context, the buyer purchases goods based on interest and confidence in the specifications described by the seller. The buyer trusts that the goods are new, as described by the seller, without checking the possibility of certain defects or damage.

However, in a situation where the buyer

receives the goods and it turns out that there is a physical defect, for example a broken make-up tool, then the seller is automatically responsible for the defect of the goods I bought. This happens even though it is not explained in the initial agreement, because the natural element in the sale and purchase agreement provides protection to the buyer in matters that are unexpected but are a natural part of the transaction.

Thus, the natural element serves as a form of protection for the buyer in a sale and purchase transaction, ensuring that the buyer is not disadvantaged due to things that are unexpected but naturally occur in the context of the transaction. This reflects the principles of justice and legal certainty in the world of commerce.

3. Accidental Elements

These are additional elements that can be included in the agreement, but are not essential to the continuity of the agreement. Examples of incidentals include delivery timeframes, preferred payment methods, or additional clauses regarding warranties or returns. In online transactions, incidental elements may include delivery terms, shipping costs, and terms of return of goods.

In an online buying and selling transaction of make-up tools, the buyer and seller have agreed that the purchase does not include a place to store the make-up tools. Only a small bag is agreed as part of the goods purchased. From the results of this study, it can be concluded that the online sale and purchase agreement has fulfilled the necessary elements of the agreement and also fulfills the provisions stipulated in Article 1320 of the Civil Code regarding the validity of the agreement.

An explanation of what is included in the purchase, in this case make-up tools without a storage area for make-up tools, has become part of the agreement between me as the buyer and the seller. Thus, both parties have agreed on the conditions and specifications of the goods to be purchased in a clear and transparent manner.

In the legal context, the sale and purchase agreement fulfills the legal requirements as regulated by Article 1320 of the Civil Code. The article emphasizes that an agreement must meet certain conditions, including an agreement between the parties involved. Thus, because the elements necessary for the validity of an agreement have been fulfilled, this online sale and purchase transaction of make-up tools is considered valid and binding between me as a buyer and seller.

Thus, in both conventional and online buying and selling transactions, the same elements of the agreement are present to form the basis of

the agreement between the buyer and seller. This shows that the basic principles in a sale and purchase agreement remain relevant and applicable in various transaction contexts.

The basic legal principles in drafting an online sale and purchase agreement are, in essence, not too different from agreements in general. Making an online sale and purchase agreement must also consider several principles that have been established in the agreement, these principles are as follows:⁵

1. The principle of freedom of contract

Every individual has the right and ability to take legal action with anyone. Although the freedom to contract exists, it does not mean that a person is free to take legal action with anyone without regard to the legal norms and rules that apply in society. Therefore, freedom of contract includes the following:⁶

- a. All individuals have the freedom to decide whether or not they want to enter into an agreement.
- b. All individuals have the freedom to determine with whom they wish to enter into an agreement.
- c. Individuals have the freedom to formulate the content of the agreement to be made.
- d. Everyone has the freedom to choose the forms of agreements that they will make according to their needs or preferences.

2. Principle of Consensualism

The principle of agreement or consensualism is the main foundation in contract formation. This principle emphasizes that the agreement between the parties involved is the most crucial element in an agreement. This concept is specifically emphasized in Article 1320 of the Civil Code which emphasizes that a valid agreement is based on an agreement between the parties.

This means that for an agreement to be valid, the consent of all parties involved must be present, be it implied or explicit. In other words, a contract is formed when all parties agree to the terms agreed upon, and this becomes a fundamental basis in civil law.

This principle of agreement provides a clear foundation for legal certainty in business transactions and other agreements. Therefore, when parties reach an agreement, it indicates that they knowingly and voluntarily agree to be bound by the agreed terms. Thus, this principle affirms the importance of freedom of contract and the honor of agreements that have been made.

3. Principle of Pacta Sunt Servanda

The main objective of entering into an agreement is to ensure legal assurance for the involved parties. This implies that upon making an agreement, each party seeks assurance that their rights and responsibilities will be acknowledged and upheld as per the agreed terms. The clarification provided in Article 1338 of the Civil Code indicates that:

"All legally made agreements shall be binding as laws to those who enter into them".

In this context, it is important to understand that the implementation of an agreement is based on the awareness and responsibility of each party, not because of pressure or coercion from other parties. When each party feels responsible for the contents of the agreement they agree to, they tend to comply and carry it out seriously.

With this principle, trust between parties in the business and legal world can be maintained, so that transactions can be carried out with strong confidence in compliance with the agreement. Therefore, the element of responsibility is an important aspect in ensuring fair and reliable implementation of the agreement in accordance with applicable law.

Therefore, a mutually agreed-upon agreement cannot be revoked without the consent of both parties or based on reasons allowed by law.

4. Principle of Good Faith

The principle of good faith is an important moral foundation in the making and execution of agreements. This principle emphasizes that individuals involved in an agreement must have honest and good intentions to comply with the contents of the agreement. The presence of good faith is crucial as it is the determining factor in maintaining integrity and trust between the parties.

When good faith is present, individuals tend to try to fulfill their promises, even in challenging situations. They understand that violating the terms of an agreement involves not only legal liability, but also moral responsibility towards the other parties involved. Therefore, the principle of good faith not only regulates legal behavior, but also proposes ethical standards and integrity in interacting with others.

By giving precedence to good faith in forming and carrying out agreements, individuals affirm their dedication to constructing robust and enduring relationships founded on reciprocal trust and esteem. Within the legal framework, the existence of good faith not only strengthens adherence to regulations but also advocates for the

principles of equity, truthfulness, and uprightness that uphold an effective legal system.

The exercise of good faith as immaterial liability has two main requirements:⁷

- a. Good faith as an objective requirement, where agreements drafted without considering social norms will violate the principle of good faith.
- b. Good faith as subjective, which relates to the feelings or nature of the individuals involved in the agreement.

5. Personality Principle

The personality principle emphasizes that agreements are made for the direct benefit of the individuals involved in the agreement, without intervention from other parties, except in cases specifically provided for in the law. It underscores the right of each individual to pursue their own interests and to make agreements that suit their needs and preferences.

Agreement practice is designed to ensure that agreements are legally enforceable and binding for each party involved. This means that agreements must fulfill the legal requirements set by the law, such as clear agreement, legal capacity of each party involved, as well as a legitimate purpose that is not contrary to law or decency.

Overall, the principle of personality and the practice of agreements that take into account the legal requirements are important foundations in the legal system that regulates relationships between individuals and legal entities.

As such, it plays a key role in creating a fair, transparent and well-functioning legal environment.

III. CLOSURE

Obligations can arise from an agreement or based on a law. An online buying and selling transaction is a legal relationship formed through an agreement or agreement in which the buyer uses his social media account to enter into an online agreement with the seller's account owner regarding the purchase of an item or ownership right. The realisation of this obligation is to give something. This implementation is manifested in the buyer's obligation to pay an agreed amount of money as the price determined by the seller, and the seller's responsibility to provide the agreed goods with the payment made by the buyer. The legal link in the sale- purchase agreement is realised when the buyer accepts an offer given by the seller by making his obligation, namely payment. The implementation of online buying and selling transactions has fulfilled several elements in it. This includes the essential elements as the core

of the agreement, namely the existence of goods and price. In addition, it also complies with the legal rules governing the natural elements, where if there is no agreement on hidden defects, the seller remains liable for such defects as per the law. In addition, there are incidental elements that are additional to the agreement and governed by law, such as agreements beyond the essential or core elements of the agreement. An online sale and purchase contract will be considered valid if it fulfils all legal principles which include, the principle of freedom of contract, the principle of consensualism, the principle of pacta sunt servanda, the principle of good faith, and the principle of personality.

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