

**ANALISIS YURIDIS PUTUSAN PENGADILAN NEGERI TARUTUNG
NOMOR 2/PDT.G.S/2021/PN Trt TENTANG SENGKETA WANPRESTASI
DALAM PERJANJIAN ARISAN *ONLINE***

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ABSTRAK

Penelitian ini bertujuan untuk (1) mengetahui dan mengkaji karakteristik perjanjian arisan *online* berdasarkan hukum perjanjian di Indonesia, serta (2) menganalisis dasar pertimbangan hakim dalam Putusan Nomor 2/Pdt.G.S/2021/PN Trt terkait wanprestasi dalam perjanjian arisan *online*. Jenis penelitian yang digunakan adalah penelitian hukum normatif dengan pendekatan perundang-undangan, konsep, dan kasus. Bahan hukum yang digunakan meliputi bahan hukum primer, sekunder, dan tersier sebagai dasar analisis. Hasil penelitian menunjukkan bahwa perjanjian arisan *online* merupakan bentuk kontrak elektronik innominaat yang sah sepanjang memenuhi syarat Pasal 1320 KUHPdata. Perjanjian ini terwujud melalui kesepakatan lisan atau dokumen digital seperti grup chat dan dokumen elektronik yang diakui sebagai alat bukti sah berdasarkan Undang-Undang Nomor 1 Tahun 2024 tentang Perubahan Kedua atas UU Nomor 11 Tahun 2008 tentang Informasi dan Transaksi Elektronik (UU ITE). Mekanisme pembayaran iuran dan pembagian hadiah dilakukan secara elektronik melalui media sosial atau platform keuangan digital sehingga prosesnya efisien dan terekam secara digital. Namun, ketergantungan pada kepercayaan virtual antar anggota menimbulkan risiko wanprestasi jika tidak didukung bukti elektronik yang memadai. Oleh karena itu, transparansi syarat dan ketentuan, kekuatan bukti digital, serta mekanisme penyelesaian sengketa menjadi faktor penting untuk menjamin perlindungan hukum peserta. Dalam Putusan Nomor 2/Pdt.G.S/2021/PN Trt, hakim menilai tergugat telah wanprestasi karena tidak mengembalikan uang dan keuntungan sesuai kesepakatan. Bukti transfer serta kerugian penggugat menjadi dasar pertimbangan hakim dalam menetapkan kewajiban tergugat untuk mengembalikan kerugian yang nyata dan terbukti.

Kata Kunci: Perjanjian Arisan *Online*, Wanprestasi, Pertimbangan Hakim, Putusan PN Tarutung No. 2/Pdt.G.S/2021/PN.Trt

**LEGAL ANALYSIS OF THE DECISION OF THE TARUTUNG DISTRICT
COURT NUMBER 2/PDT.G.S/2021/PN Trt REGARDING DISPUTES OVER
BREACH OF CONTRACT IN ONLINE ARISAN AGREEMENTS**

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ABSTRACT

This study aims to (1) find out and examine the characteristics of online arisan agreements based on treaty law in Indonesia, and (2) analyze the basis of judges' considerations in Decision Number 2/Pdt.G.S/2021/PN Trt related to defaults in online arisan agreements. The type of research used is normative legal research with a legislative, conceptual, and case approach. The legal materials used include primary, secondary, and tertiary legal materials as the basis for analysis. The results of the study show that the online arisan agreement is a form of nominal electronic contract that is valid as long as it meets the requirements of Article 1320 of the Civil Code. This agreement is realized through verbal agreements or digital documents such as group chats and electronic documents that are recognized as valid evidence under Law Number 1 of 2024 concerning the Second Amendment to Law Number 11 of 2008 concerning the Electronic Information and Transactions Law (ITE Law). The mechanism for paying contributions and distributing prizes is carried out electronically through social media or digital financial platforms so that the process is efficient and digitally recorded. However, reliance on virtual trust between members poses a risk of default if not supported by adequate electronic evidence. Therefore, the transparency of terms and conditions, the strength of digital evidence, and dispute resolution mechanisms are important factors to ensure the legal protection of participants. In Decision Number 2/Pdt.G.S/2021/PN Trt, the judge considered that the defendant had defaulted because he did not return the money and profits according to the agreement. Evidence of the transfer and the plaintiff's losses are the basis for the judge's consideration in determining the defendant's obligation to return real and proven losses.

Keywords: *Online Arisan Agreement, Breach of Contract, Judicial Considerations, Tarutung District Court Decision No. 2/Pdt.G.S/2021/PN.Trt*