

ABSTRAK

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

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ABSTRAK

Penelitian ini bertujuan untuk (1) mengetahui bagaimana bentuk pengaturan hukum terhadap perjanjian jual beli *online* melalui *e-commerce*, (2) mengetahui bagaimana bentuk perlindungan hukum terhadap pembelian dalam pelaksanaan perjanjian jual beli *online* melalui *e-commerce* jika penjual melakukan wanprestasi. Jenis penelitian yang digunakan adalah penelitian hukum normative, dengan menggunakan jenis pendekatan peraturan perundang-undangan (*statute approach*), dan pendekatan konseptual (*conceptual approach*). Bahan hukum yang digunakan adalah bahan hukum primer, bahan hukum sekunder, dan bahan hukum tersier. Teknik pengumpulan bahan hukum adalah teknik studi dokumen dan dianalisis sesuai permasalahan yang dikaji secara yuridis kualitatif. Hasil penelitian menunjukkan bahwa (1) persyaratan perjanjian jual beli *online* melalui *e-commerce* masih melalui ketentuan Pasal 1320 KUHPerdata yang berisikan tentang syarat sah perjanjian yaitu adanya kesepakatan kedua belah pihak, adanya kecakapan bertindak, adanya objek perjanjian dan adanya *causa* yang halal, (2) bentuk perlindungan hukum terhadap pembeli dalam pelaksanaan perjanjian jual beli *online* melalui *e-commerce* jika penjual melakukan wanprestasi, maka bentuk penyelesaiannya diatur dalam pasal 38 Undang-Undang ITE dan Pasal 45 Undang-Undang perlindungan konsumen dilindungi dengan Undang-Undang Nomor 8 Tahun 1999 tentang perlindungan konsumen

Kata Kunci Perjanjian Jual Beli *Online*, Pasal 1320 KUHPerdata, Undang – Undang Nomor 16 Tahun 2016 Tentang Informasi Dan Transaksi Elektronik

ABSTRACT

JURIDIC REVIEW CONCERNING IMPLEMENTATION OF PURCHASE AGREEMENTS *ONLINE* THROUGH *E-COMMERCE* ACCORDING TO ARTICLE 1320 of the Civil Code AND LAW NUMBER 19 OF 2016 CONCERNING ELECTRONIC INFORMATION AND TRANSACTIONS

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ABSTRACT

This study aims to (1) find out how the form of legal regulation of buying and selling agreements *online* through *e-commerce*, (2) knowing how to form legal protection against purchases in the implementation of buying and selling agreements *online* through *e-commerce* if the seller default. The type of research used is normative legal research, using a statutory *approach* and a conceptual *approach*. The legal materials used are primary legal materials, secondary legal materials, and tertiary legal materials. The technique of collecting legal materials is a document study technique and analyzed according to the problems studied in a qualitative juridical manner. The results of the study show that (1) the terms of the online sale and purchase agreement through *e-commerce* are still through the provisions of Article 1320 of the Civil Code which contains the legal terms of the agreement, namely the agreement of both parties, the ability to act, the object of the agreement and the existence of a lawful cause, (2) a form of legal protection for buyers in the implementation of buying and selling agreements *online* through *e-commerce* if the seller defaults, then the form of settlement is regulated in Article 38 of the ITE Law and Article 45 of the Consumer Protection Act is protected by Law Number 8 of 1999 concerning consumer protection

Keywords: Sales and Purchase Agreement *Online*, Article 1320 of the Civil Code, Law Number 16 of 2016 concerning Information and Electronic Transactions