

Online Sales and Purchase Agreement as A Private Deed: Analysis of Legal Certainty, Contract, and Formal Authority

Riko Hamdan¹

¹ Universitas Jambi, Jambi, Indonesia

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Corresponding Author:
Riko Hamdan
rikohamdaan@gmail.com

Abstrak: Digitalization has driven a shift in buying and selling transaction patterns from conventional forms to online transactions through marketplaces and social media. This change raises questions regarding the status of online buying and selling agreements as private deeds in the civil evidence system. This study uses a normative juridical method through a statute approach, a conceptual approach, and a case approach. The purpose of the study is to analyze whether digital agreements such as checkout, chat, electronic invoices, and the use of electronic signatures meet the requirements for a valid agreement in Article 1320 of the Civil Code and can be qualified as private deeds. The results of the study indicate that electronic documents have legal force as evidence under the ITE Law and substantially fulfill the elements of an agreement according to the Civil Code. However, there are still conflicting norms and inconsistent application by judges regarding the authentication of electronic documents in civil disputes. This study also emphasizes that further regulations regarding the legalization mechanism or formal validation of electronic documents are needed so that digital deeds obtain evidentiary force equivalent to private deeds in judicial practice.

Keywords: Online Sales Agreements; Private Deeds; Electronic Documents; Legal Certainty

INTRODUCTION

Digital developments over the past two decades have transformed the paradigm of social and economic relations globally, including in Indonesia. Digitalization has not only resulted in innovations in the way humans interact but also given rise to new forms of interaction previously unknown to conventional legal systems.¹ One of the most significant transformations has occurred in the commercial transaction sector: buying and selling activities that once relied on physical presence, written documents, and manual signatures have now shifted to fast, electronically documented digital mechanisms.² This shift is not simply a technological shift, but also a change in the

structure and conception of legal relations between contracting parties, demanding adaptation to the principle of legal certainty that has historically been established through physical and formalistic instruments. With this new reality, issues regarding the legitimacy, verifiability, and legal force of digital agreements have become fundamental issues that can no longer be ignored.

Empirically, it can be seen that e-commerce transactions in Indonesia show a significant increase. For example, data shows that the value of e-commerce transactions increased from around IDR 205.5 trillion in 2019 to IDR 487.01 trillion in 2024.³ This figure reflects that the scale of digital-based

¹ Adha, Lalu Adi. "Digitalisasi industri dan pengaruhnya terhadap ketenagakerjaan dan hubungan kerja di Indonesia." *Jurnal Kompilasi Hukum* 5.2 (2020): 267-298.

² Lase, Intan Nurjannah. "Dampak Transformasi Digital terhadap Hukum Bisnis: Menghadapi Tantangan Hukum dalam Perdagangan Elektronik." *Jurnal Ilmu Hukum, Humaniora dan Politik (JIHHP)* 5.1 (2024).

³ Tarigan, Desi Pitria Br, Finta Aramita, and Hesti Sabrina. "Pengaruh Kepercayaan, Kemudahan, dan Keamanan terhadap Keputusan Pembelian Online Shopee pada Masyarakat Desa Baru Kecamatan Pancur Batu." *RIGGS: Journal of Artificial Intelligence and Digital Business* 4.3 (2025): 7667-7673.

economic relations has grown rapidly. In terms of users, it is also reported that e-commerce users in Indonesia are estimated to have increased from around 38 million people in 2020 to around 65 million users in 2024.⁴ This trend shows that online transactions are not merely a peripheral phenomenon, but have become an integral part of people's economic activities. Normatively, regulations in Indonesia have responded to this digital phenomenon by providing a legal basis for electronic transactions.⁵ For example, Law Number 11 of 2008 concerning Electronic Information and Transactions (ITE Law) in Article 11 paragraph (1) states that "electronic signatures have legal force and valid legal consequences" if they meet a number of requirements. Similarly, Government Regulation No. Law No. 82/2012 and its subsequent regulations detail the technical and security requirements for electronic signatures. However, despite this regulatory framework, there remains a gap between norms and actual practice.

The shift in transaction patterns from conventional to digital is an urgency that cannot be ignored. This is not only due to the significant economic scale, but also because the nature of transactions has changed: they are no longer limited to meeting in person, signing papers, and making payments face-to-face; instead, they involve clicks, platform checkouts, automated confirmations, and electronic documents. This transformation demands an adjustment in how we view contracts.⁶ If a sale and purchase agreement occurs through a digital platform and the parties agree with a "click" or checkout, the question becomes: Is this form of agreement and

documentation sufficient to fulfill the elements of a valid contract under civil law?

From the legal aspect of contracts, the classical norms contained in the Civil Code (KUH Perdata) emphasize that the validity of an agreement requires free consent, competence, a specific subject matter, and a lawful cause (Article 1320). Therefore, these conditions still apply as benchmarks. However, challenges arise when the agreement and evidence of the agreement are electronic: does a checkout click or chat agreement meet the requirements of "consent" and "agreement" as defined by traditional norms? Differences in media raise the possibility that perceptions of consent are changing, but norms have not yet fully adjusted. Furthermore, the phenomenon has emerged where electronic documents such as chats, emails, automatic invoices, and checkout logs are often used as proof of transactions. This practice raises the question: can these electronic documents be equated with "private deeds" as currently known in civil law. Private deeds are traditionally written documents, signed by parties, and without the involvement of public officials.⁷ If an electronic document does not meet the traditional formal elements (e.g., physical signatures, paper), does it have the same legal weight? This is the critical point of the existence of digital agreements that practically have consequences, but formally the old norms have not yet fully accommodated them.

The issue of legal certainty becomes even more acute when evidentiary norms are extended to the electronic realm. The Civil Code and civil procedure law regulate the verification of written documents, deeds, witnesses, and confessions. In the digital realm, electronic signatures are recognized through the

⁴ Saputra, Reynaldi Dwi, Dinda Marsyanadya Putri, and Jadianan Parhusip. "Proporsi Individu yang Memiliki Telepon Genggam dalam Perspektif Teknologi Informasi dan Komunikasi." *Jurnal Ilmiah Informatika dan Komputer* 1.2 (2024): 183-188.

⁵ Aprilianti, Astri. "Efektivitas dan Implementasi Undang-Undang Informasi dan Transaksi Elektronik sebagai Hukum Siber di

Indonesia: Tantangan dan Solusi." *Begawan Abioso* 15.1 (2024): 41-50.

⁶ Hakim, Muhammad Haris Abdul, Nur Aziz Muslim, and Aminatur Rosidah. "Transformasi Asas Hukum Perjanjian Konvensional melalui Integrasi Nilai-Nilai Syariah." *Jejak digital: Jurnal Ilmiah Multidisiplin* 1.4 (2025): 1465-1476.

⁷ Sihombing, Lyta Berthalina. "Keabsahan tanda tangan elektronik dalam akta notaris." *Jurnal Education and development* 8.1 (2020): 134-134.

Electronic Information and Transactions Law (ITE Law) and the Government Regulation on Electronic Transactions (PP PSTE). However, interpretation and application in court often differ. Article 11 of the ITE Law stipulates the requirements for the validity of an electronic signature: the creation data is only related to the signatory, changes after the time of signing can be identified, and so on. However, whether all digital transactions easily meet these requirements raises questions. Marketplaces or social media practices may not necessarily use clear electronic certificates, or users may be unaware of the authentication method. This situation creates uncertainty in the provision of evidence and risks for parties who become victims of digital transaction disputes.

Furthermore, the aspect of formal authority also emerged as a weak point in the analysis. Although electronic documents are legally acceptable, not all online agreements automatically qualify as "private deeds."⁸ Formalities such as clear signatures, party authentication, and a definite place and date remain problematic. For example, the use of digital signatures by notaries ("cyber-notaries") still faces regulatory and implementation challenges. Without clarity on these formalities, the legal weight of digital agreements remains weak when tested in litigation. This demonstrates a normative gap in the formal recognition of digital agreements as equivalent to private deeds. Finally, the urgency of this research is further clarified by empirical data showing that digital transactions are no longer a minority but have become a significant component of the national economy. Normative regulations exist but have not fully addressed the gaps, particularly in terms of evidence and formalities. The heterogeneity of interpretations by judges and legal practitioners, as well as the absence of generally applicable technical and formal standardization for online sales agreements, makes research to "explain whether and how online sales

agreements can be treated as private deeds" crucial. Without this kind of research, the potential for legal conflicts, consumer or business losses, and contractual uncertainty will continue to arise.

RESEARCH METHODS

This research uses a normative legal research method (doctrinal legal research) that focuses on the study of legal principles, statutory norms, expert doctrines, and court decisions related to the status of online sales agreements as private deeds. A statute approach is used to examine the provisions of the Civil Code regarding the requirements for the validity of private agreements and deeds, as well as provisions regarding information and electronic signatures in the ITE Law and Government Regulations related to the implementation of electronic systems. In addition, a conceptual approach is also used to examine the suitability of the traditional concept of "private deeds" based on physical documents with the form of electronic agreements based on digital data. Primary legal materials (regulations and decisions), secondary legal materials (literature, scientific journals, expert opinions), and tertiary legal materials are used to strengthen the argument.

In this study, data analysis was conducted in a prescriptive-analytical manner, that is, not only describing norms, but also analyzing whether these norms are able to provide legal certainty for online buying and selling practices involving digital evidence such as chats, invoices, and electronic signatures. The view of civil law expert, Subekti, states that agreements arise from the "agreement of wills" of the parties, and the form of the agreement does not always have to be written to have legal consequences.⁹ In line with that, R. Setiawan emphasized that "the most important thing in an agreement is the agreement of wills, not the formality of its form."¹⁰ This view is the basis for the digital

⁸ Sihombing, Lyta Berthalina. "Keabsahan tanda tangan elektronik dalam akta notaris." *Jurnal Education and development* 8.1 (2020): 134-134.

⁹ Panggabean, R. M. "Keabsahan Perjanjian dengan Klausul Baku." *Jurnal Hukum Ius Quia Iustum* 17.4 (2010): 651-667.

¹⁰ Setiawan, Budi. "PERLINDUNGAN HUKUM PARA PIHAK DALAM PERJANJIAN

agreement to in principle fulfill the element of consensus in civil law, even though the medium of agreement is realized electronically. By referring to this doctrine, this study is directed at providing a comprehensive argument regarding whether digital evidence of online buying and selling is worthy of being qualified as a private deed and whether the current legal system has provided legal certainty for parties who transact electronically.

RESULTS AND DISCUSSION

The Position of Online Sales and Purchase Agreements in the Civil Law System: Analysis of the Validity of Contracts and Proof of Private Deeds

Sale and purchase agreements made via digital platforms are basically a manifestation of the principle of freedom of contract as regulated in Article 1338 of the Civil Code, which states that all agreements made legally apply as law for the parties who make them. These norms do not limit the form of media or means of forming contracts, so that agreements that are born through digital interactions on marketplace platforms, applications or social media have the same potential to produce binding legal relationships. Technological advances only change the way the parties express their will, not the essence of the agreement.¹¹ Thus, digitalization does not eliminate the character of the agreement, but rather expands the way in which wishes can be agreed in contracts.

Article 1320 of the Civil Code requires four elements for a valid agreement: agreement between the parties, capacity to enter into an agreement, a specific subject matter, and a lawful cause. In the context of online transactions, the element of agreement arises

when consumers select a product and check out or provide approval by clicking the agree button in the terms of service.¹² The capacity element is considered fulfilled when the parties are capable of conducting the transaction and are not under guardianship. The specific object element is fulfilled because the goods being traded are clearly identified in the product catalog or digital contract. Meanwhile, the element of a lawful cause is fulfilled as long as the transaction does not conflict with law and morality. Normative analysis shows that online transactions can fulfill all elements of Article 1320 without requiring a physical agreement.

The element of agreement as the primary requirement in Article 1320 of the Civil Code is a crucial point demonstrating the flexibility of digital agreements. Agreements do not have to be formalized through a wet signature or face-to-face; as long as there is a mutual agreement of wills between the parties, an agreement is considered formed. Subekti emphasized that an agreement is born when mutual wills are expressed¹³, while R. Setiawan stated that the essence of a contract is agreement, not its formal form.¹⁴ This statement is increasingly relevant when in digital transactions, agreement is expressed through conductive actions such as clicking checkout or agreeing to terms and conditions. Thus, even though the medium changes, the substance of the agreement remains legally fulfilled.

The element of a specific object, as the third requirement in Article 1320 of the Civil Code, is intended to ensure that the contract provides certainty regarding the goods being traded. In online transactions, the object of the contract is clearly displayed in the form of product photos, detailed specifications, prices,

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¹¹ Sari, Emma Nurlaela. "Telaah Terhadap Pemenuhan Syarat Subjektif Sahnya Suatu Perjanjian Di Dalam Transaksi Elektronik Yang Dilakukan Anak Di Bawah Umur." *Jurnal Poros Hukum Padjadjaran* 1.1 (2019): 118-134.

¹² Sari, Emma Nurlaela. "Telaah Terhadap Pemenuhan Syarat Subjektif Sahnya Suatu Perjanjian Di Dalam Transaksi Elektronik Yang

Dilakukan Anak Di Bawah Umur." *Jurnal Poros Hukum Padjadjaran* 1.1 (2019): 118-134.

¹³ Umar, Dhira Utara. "Penerapan Asas Konsensualisme Dalam Perjanjian Jual Beli Menurut Perspektif Hukum Perdata." *Lex Privatum* 8.1 (2020).

¹⁴ Ramadan, Suta, Dodi Setiawan, and Rian Setiawan. "Kekuatan Hukum Perjanjian Sewa Menyewa Dihadapan Notaris." *Birokrasi: JURNAL ILMU HUKUM DAN TATA NEGARA* 2.1 (2024): 278-289.

and quantities on marketplace systems or applications. Digitization actually strengthens the evidence of the object of the contract because all information is recorded in the system and can be traced back. Unlike verbal transactions that have the potential to lead to different interpretations, digital systems maintain permanent, traceable records, thus fulfilling the principle of object certainty in contracts.

Discussion of deed classification becomes relevant when online transactions must be proven in litigation. Article 1867 of the Civil Code distinguishes between authentic and private deeds. A private deed is a document drawn up by the parties without the presence of a public official, provided it contains a signature as a sign of agreement. In conventional transactions, the validity of a private deed depends on the identifiability of the parties' identities through their wet signatures.¹⁵ In digital transactions, physical signatures do not appear directly, but are replaced by electronic signatures or digital footprints.¹⁶ This is where the legal issue arises: can an electronic signature be equated with a signature in a private deed.

Positive legal norms already provide the answer. The Electronic Information and Transactions Law stipulates that electronic information and electronic documents are valid legal evidence. Article 11 of the ITE Law stipulates that electronic signatures have legal force and consequences as long as they meet authentication and verification requirements, namely, they can prove that the digital data relates only to the approving party and can detect any changes after the signature is given. This provision demonstrates that the law has recognized that digital consent has equal standing to a manual signature as required in private deeds.

The question that then becomes the substance of normative analysis is whether all electronic documents can be automatically treated as private deeds. In theory, an electronic document can only qualify as a private deed if it meets the elements of Article 1874 of the Civil Code, namely the presence of a signature indicating the parties' intentions. An electronic signature fulfills this function as long as the identity of the signatory can be verified.¹⁷ This is where the role of electronic certificates and authentication systems becomes significant. If a marketplace system can ensure that the checkout action was carried out by a specific account linked to the user's identity, then the transaction log can be positioned as a private deed in electronic format.

From a procedural law perspective, written evidence in Article 164 of the Indonesian Legal Code emphasizes the importance of documents as primary evidence in civil cases. When combined with Article 5 of the Electronic Information and Transactions Law, which states that electronic documents are equivalent to paper documents, electronic documents resulting from online sales transactions have the same status as written evidence in general. This strengthens the argument that the Indonesian legal system has accommodated the shift towards digital evidence. Thus, transaction evidence such as chat messages, invoices, and transaction records can be considered valid written evidence. Online sales agreements fulfill all the elements of a valid contract as stipulated in Article 1320 of the Civil Code, making them substantively valid and binding on the parties. Furthermore, electronic documents accompanying the transaction process can be classified as private deeds as long as they meet the requirements for agreement evidenced by an electronic signature or digital record. With the recognition of electronic documents in the Electronic Information and Transactions Law and the openness of the Civil Procedure Law to

¹⁵ Mayana, Ranti Fauza, and Tisni Santika. "Legalitas tanda tangan elektronik: kemungkinan dan tantangan notary digitalization di Indonesia." *ACTA DIURNAL Jurnal Ilmu Hukum Kenotariatan* 4.2 (2021): 244-262.

¹⁶ Lantang, Fritsky. "Penggunaan Tanda Tangan Elektronik Dalam Pembuatan Perjanjian." *Lex Privatum* 14.2 (2024).

¹⁷ Pelapu, Indah Julitah. "KEPASTIAN HUKUM PENGGUNAAN TANDA TANGAN ELEKTRONIK DALAM AKTA NOTARIS." *LEX PRIVATUM* 14.2 (2024).

electronic evidence, the status of digital agreements gains normative legitimacy and certainty in the field of proof.

Legal Certainty and Formal Authority in the Status of Digital Deeds: Conflict of Norms, Proof, and Legal Implications

The development of contract law in the digital era presents fundamental issues related to legal certainty, particularly regarding the status of electronic documents as valid evidence in online sales agreements. The Civil Code was originally designed for conventional transactions, which require face-to-face meetings and the signing of written documents as formal evidence.¹⁸ However, digital transactions shift the form of agreements from physical to electronic without changing the substance of the parties' obligations, so that civil relations persist despite the change in the intermediary medium. According to the principle of legal certainty, the law should be able to guarantee that agreements legally made through digital media retain the same protection as conventional agreements.¹⁹ Therefore, the primary issue is not whether digital transactions are permissible, but rather whether the Indonesian legal system is capable of providing a mechanism for formal proof and recognition of electronic documents and signatures as private deeds.

The conflict of norms is clearly visible when positive legal provisions are systematically compared. Article 1869 of the Civil Code states that a private deed is a deed signed by the parties without the intervention of a public official. This article implicitly assumes the existence of a written signature as proof of authentication. In contrast, Article 11 of the Electronic Information and Transactions Law

recognizes that electronic signatures have legal force and valid legal consequences, provided they fulfill the elements of integrity, identity, and consent. This principle is reinforced by Article 5 paragraph 1 of the ITE Law, which states that electronic information and/or electronic documents constitute valid legal evidence. This means that normatively there has been an expansion of the forms of evidence without eliminating the principle of proof in civil procedural law.²⁰ The conflict arises not from legality, but from the formal authority regarding who has the right to authenticate the digital document so that it can be equated with a private deed.

The normative argument becomes stronger when linked to the principle of the social function of agreements, which states that contracts must provide benefits and protection for the parties in society. Subekti, a civil law expert, emphasizes that agreements are not merely about form, but about an agreement of wills that gives rise to legal consequences.²¹ This opinion shifts the focus from physical formalities to the substance of the legal relationship: as long as there is an agreement (consensus), a clear object, and a lawful cause, the agreement has binding force. From this perspective, digital agreements through marketplace checkouts, sending invoices, or electronic signatures are not merely a series of technical actions, but an explicit manifestation of an agreement of wills that fulfills the elements of Article 1320 concerning the agreement of the parties.

However, the legality of electronic documents does not automatically resolve evidentiary issues in court. Several court decisions in Indonesia demonstrate differing

¹⁸ Nasrul, Nasrul. "Kajian Yuridis Tanda Tangan Elektronik Sebagai Alat Bukti yang Sah dalam Perspektif Hukum Acara Perdata." *Jurnal Litigasi Amsir* 10.4 (2023): 386-403.

¹⁹ Arvisya, Winola Cheryl, and Made Aditya Pramana Putra. "KEKUATAN MENGIKAT PERJANJIAN ELEKTRONIK DAN IMPLIKASINYA TERHADAP KEPASTIAN HUKUM TRANSAKSI DIGITAL DI INDONESIA." *Jurnal Media Akademik (JMA)* 3.11 (2025).

²⁰ Trisnawati, Putri Ayu, Abintoro Prakoso, and Sapti Prihatmini. "Kekuatan Pembuktian Transaksi Elektronik dalam Tindak Pidana Perjudian Online dari Perspektif Undang-Undang Nomor 11 tahun 2008 tentang Informasi dan Transaksi Elektronik (Putusan Nomor 140/Pid. B/2013/PN-TB)." *Jurnal Ilmu Hukum Universitas Jember, I (1)* 63 (2015).

²¹ Lie, Cathleen, et al. "Pengenalan Hukum Kontrak dalam Hukum Perdata Indonesia." *Jurnal Kewarganegaraan* 7.1 (2023): 918-924.

interpretations by judges in assessing the validity of digital evidence. In some marketplace trade dispute cases, judges accepted chat screenshots, marketplace invoices, and even transfer receipts as valid evidence because they were deemed to meet authentication requirements.²² However, in other cases, the same evidence was deemed inadmissible because it was easily manipulated or its integrity could not be proven. This inconsistency creates legal uncertainty for parties conducting digital transactions, despite the clear recognition of its validity under the Electronic Transactions and Transactions Law (UU ITE).

Theoretically, this issue relates to the doctrine of formal authority in the law of evidence. A physically executed private deed has formal authority because the signatory's identity can be directly verified through a manual signature.²³ In contrast, electronic documents require a third party for verification, such as a certificate authority in a certified electronic signature. If an electronic document does not use a certified electronic signature, then formally the digital evidence requires the counterparty's acknowledgement to be considered a private deed (Article 1874 of the Civil Code concerning the validity of private deeds with acknowledgment of signatures). In many e-commerce disputes, buyers and sellers often do not fully know each other's identities, complicating the evidentiary process when one party denies the document. This is where legal certainty becomes problematic.

When analyzed using the principles of balance and protection, the legal system should

not only recognize the validity of electronic documents but also protect parties acting in good faith in digital transactions. The law should not allow defaulting parties to hide behind procedural formalities.²⁴ According to the principle of good faith, as affirmed by Article 1338 paragraph 3 of the Civil Code, agreements must be executed in good faith both at the time the agreement is made and during its implementation. Marketplaces have even provided digital footprints that are technically more verifiable than manual signatures. Thus, digital systems actually create more comprehensive evidence than manual systems, as they record transaction times, IP addresses, and traces of the parties' activities. The debate over the validity of electronic documents as private deeds is no longer a matter of the substance of the agreement, but rather an issue of authentication mechanisms. The evidentiary power of digital documents increases when using certified electronic signatures because the signatory's identity is verified by an electronic certification provider registered with the Ministry of Communication and Information Technology.²⁵ In this case, digital documents are not only valid as evidence, but also fulfill the elements of a private deed because they have perfect evidentiary power which can only be refuted through contrary evidence by the party who rejects them.²⁶

In practice, there remains a regulatory gap regarding the legalization or *waarmerking* of electronic documents by public officials (notaries or PPAT). There is no clear mechanism governing whether electronic documents can be legalized or registered as private deeds with formal force. This gap

²² Bhagaskara, Kevin Adwitiya, and Dwi Desi Yai Tarina. "Perlindungan Konsumen Terhadap Permasalahan Transaksi Online Dalam Platform Marketplace Tidak Resmi." *Jurnal Usm Law Review* 7.1 (2024): 393-411.

²³ Domini, Viona Ansila, Mohamad Fajri Mekka Putra, and Widodo Suryandono. "Tanggung Jawab Notaris/PPAT Terhadap Keabsahan Tanda Tangan dan Identitas Penghadap Dalam Akta Jual Beli." (2019).

²⁴ Fazriah, Dina. "Tanggung Jawab Atas Terjadinya Wanprestasi Yang Dilakukan Oleh Debitur Pada Saat Pelaksanaan Perjanjian." *Das*

Sollen: Jurnal Kajian Kontemporer Hukum Dan Masyarakat 1.02 (2023).

²⁵ Fachruddin, M. Rizal, and Arikha Saputra. "Keabsahan Tandatangan Elektronik (Digital Signature) yang Tidak Tersertifikasi Berdasarkan PP Nomor 71 Tahun 2019 tentang Penyelenggaraan Sistem dan Transaksi Elektronik." *YUSTISI* 12.1 (2025): 154-165.

²⁶ Soroinda, Disriani Latifah, and Anandri Annisa Rininta Soroinda Nasution. "Kekuatan Pembuktian Alat Bukti Elektronik Dalam Hukum Acara Perdata." *Jurnal Hukum & Pembangunan* 52.2 (2022): 384-405.

creates legal uncertainty for business actors seeking to secure digital transactions with strong legal standing. Therefore, the urgency of this research lies in the need for normative reformulation that integrates conventional deed systems with digital deeds by strengthening the authority of electronic signature certification providers and digital notaries.

CONCLUSION

Online sales agreements essentially fulfill the concept of an agreement as stipulated in Article 1320 of the Civil Code because the elements of agreement, capacity, specific object, and lawful cause are still fulfilled even though the medium of disclosure is digital. Electronic documents such as transaction checkouts on marketplaces, digital invoices, proof of transfer, and electronic signatures also have legal force as evidence based on Articles 5 and 11 of the ITE Law, so that in substance they can be categorized as private deeds if they are able to prove the identity of the parties and authenticate the agreement. However, problems arise in the formal aspects and legal certainty, especially when a dispute occurs and one of the parties denies their involvement in the transaction, because not all digital evidence meets the verification standards required by the Civil Code and civil procedure law to be considered private deeds. The conflict of norms between the Civil Code, which is still oriented towards physical signatures, and the ITE Law, which recognizes electronic signatures, indicates a lack of regulatory synchronization and the absence of a clear formal authentication mechanism, for example through a notary or electronic certification provider. Thus, this article emphasizes the need for legal harmonization between conventional and digital agreement regimes through the establishment of norms that provide clarity regarding the status of digital deeds, authentication standards, and the authority of parties who can validate electronic documents, in order to guarantee certainty, legal protection, and justice for parties conducting online buying and selling transactions.

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