



Legal Consequences of Electronic Contracts Entered into by Minors on Marketplace Platforms under Indonesian Contract Law

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Abstract

This study examines the legal consequences of electronic contracts entered into by minors on marketplace platforms under Indonesian contract law and their implications for legal certainty in electronic transactions. Using normative legal research with statutory and conceptual approaches, this study analyzes primary, secondary, and tertiary legal materials through a literature review. The findings show that electronic transactions entered into by minors may establish contractual relationships where consent has been expressed. However, failure to satisfy the legal capacity requirement under Articles 1320 and 1330 of the Indonesian Civil Code renders the contract voidable rather than null and void. Unclear age-verification mechanisms on marketplace platforms further create legal uncertainty. Therefore, stronger regulation on age verification and clearer responsibilities for marketplace operators are necessary to protect minors, ensure legal certainty, and maintain a fair balance of interests among parties to electronic transactions.

Keywords: *Electronic Contracts; Minors; Marketplace Platforms; Legal Consequences; Legal Certainty.*

A. Introduction

The development of information technology has transformed commercial transactions from traditional methods into electronic-based systems. This transformation has not only altered the manner in which business actors and consumers interact, but has also changed the way legal relationships are established, from relationships previously formed through physical interaction to contractual relationships created through electronic systems. The growth of Indonesia's digital economy indicates that electronic transactions have become an integral component of national commercial activities. Bank Indonesia projects that the value of e-commerce transactions will reach USD 89 billion, or approximately IDR 1,446 trillion, by the end of 2026. Meanwhile, Statistics Indonesia (Badan Pusat Statistik) recorded a 6.2% increase in e-commerce transactions in the first quarter of 2026 compared with the preceding quarter. This growth indicates that electronic contracts are no longer merely supplementary legal instruments, but have become a primary mechanism for establishing legal relationships between business actors and consumers. Consequently, issues concerning the validity and legal consequences of electronic contracts have become increasingly relevant for examination from the perspective of Indonesian contract law.¹

¹ Warta Ekonomi, "Transaksi Digital RI Tembus Rp51 Ribu Triliun, QRIS Melonjak 116% di Awal 2026," Investing.com Indonesia, Saham Global, 23 April 2026,



The Internet offers significant benefits to both consumers and businesses. Electronic commerce is generally accessible to various segments of society, including children and adults. The ease of access to digital technology has further expanded the use of e-commerce as a means of conducting economic transactions. This development has made electronic commerce increasingly integrated into the economic activities of society.² The involvement of children in electronic commerce has also become increasingly common. In practice, children may act either as buyers or sellers. Legal relationships in e-commerce transactions are generally established through terms and conditions or agreements prepared in advance by business actors. Such agreements are commonly used because they enable transactions to be conducted rapidly and uniformly. However, this transactional model also raises concerns regarding the identity and legal capacity of the parties. Business actors and consumers may not always know whether the person with whom they are transacting has reached the age of majority or remains a minor. Another concern arises from the possibility of fraud in electronic transactions, including where such conduct is committed by a minor. This situation demonstrates that children's participation in e-commerce remains possible because there is no specific regulation that expressly establishes an age restriction for individuals engaging in electronic commerce. This trend is reflected in the age composition of e-commerce actors, which is dominated by younger age groups. Data indicate that 42% of e-commerce sellers are between 21 and 30 years of age.³

Under Indonesian national law, transactions conducted through electronic media have received legal recognition. Such recognition is provided, among others, under Law Number 1 of 2024, which constitutes the second amendment to Law Number 11 of 2008 concerning Electronic Information and Transactions (Electronic Information and Transactions Law). This legislation establishes legal consequences for Electronic Information, Electronic Documents, and Electronic Transactions insofar as their use satisfies the requirements prescribed by applicable laws and regulations.⁴ This regulatory framework demonstrates that the use of electronic media in establishing contractual relationships does not eliminate the fundamental principles of contract law. The primary change concerns the medium through which the parties

<https://id.investing.com/news/stock-market-news/transaksi-digital-ri-tembus-rp51-ribu-triliun-qris-melonjak-116-di-awal-2026-2952499>.

² Emilda Kuspraningrum, *Keabsahan Kontrak Elektronik Dalam UU ITE Ditinjau Dari Pasal 1320 KUHPerdata dan UNCITRAL Model Law On Electronic Commerce*, Vol 7 No 2. (Desember 2011), <https://e-journal.fh.unmul.ac.id/risalah/issue/view/24>.

³ Sena Lingga Saputra, "Status Kekuatan Hukum Terhadap Perjanjian Dalam Jual Beli Online Yang Dilakukan Oleh Anak Dibawah Umur," *Jurnal Wawasan Yuridika* 3, no. 2 (2019): 199–216, <https://doi.org/10.25072/jwy.v3i2.219>.

⁴ Emilda Kuspraningrum, "Keabsahan Kontrak Elektronik Dalam UU ITE Ditinjau Dari Pasal 1320 KUHPerdata Dan UNCITRAL Model Law On Electronic Commerce," *Risalah Hukum*, 2011, 64–76, <https://e-journal.fh.unmul.ac.id/risalah/article/view/189>.



communicate their intentions and establish their agreement. Accordingly, legal issues arising from electronic contracts must remain situated within the framework of contract law, including where one of the parties to the transaction is a minor whose legal capacity to perform legal acts is limited.

Unlike conventional transactions, in which the identity and legal capacity of the parties can be verified directly, transactions conducted through marketplaces take place through electronic systems that enable agreements to be formed without the physical presence of the parties. Mechanisms such as selecting goods, agreeing to terms and conditions, placing orders, and making payments technically constitute a series of electronic actions capable of establishing a contractual relationship. However, the formation of a contract through such electronic mechanisms must be distinguished from the issue of the substantive validity of the agreement. An electronic system essentially facilitates the process of reaching an agreement, but does not, in itself, ensure that every user has fulfilled all legal requirements for undertaking a legal act. Accordingly, a contract may be technically formed through a marketplace platform while, at the same time, questions may remain concerning the legal capacity of the party entering into the contract.⁵

This distinction becomes particularly important when an electronic contract is entered into by a minor. At the formation stage, a minor's act of providing electronic consent may demonstrate the existence of an agreement and result in a transaction being completed within the marketplace system. However, the existence of such an agreement does not necessarily mean that all requirements for the validity of a contract have been satisfied. The validity of an electronic contract is, in principle, not governed by a contractual legal regime that is entirely distinct from that applicable to conventional contracts. The use of electronic media concerns only the manner in which the contract is formed and agreed upon, whereas its substantive validity must still be assessed under the applicable contract law.⁶ Article 1320 of the Indonesian Civil Code (*Kitab Undang-Undang Hukum Perdata* or *KUHPerdata*) requires the existence of the parties' consent, legal capacity to enter into an obligation, a specific subject matter, and a lawful cause. Therefore, the recognition of electronic contracts under Law Number 1 of 2024 on the Second Amendment to Law Number 11 of 2008 concerning Electronic Information and Transactions does not dispense with the requirements for contractual validity under the

⁵ Gede Eka Prasetya Dewantara dan I Wayan Novy Purwanto, "Keabsahan Kontrak Perdagangan Secara Elektronik (E-Contact) Ditinjau Dari Pasal 1320 Burgerlijk Wetboek," *Kertha Semaya* Vol 8 No 1 (2019), <https://Ojs.Unud.Ac.Id/Index.Php/Kerthasemaya/Issue/View/3367>.

⁶ Ida Hanifah dan Ismail Koto, "Akibat Hukum Keabsahan Kontrak Elektronik yang Dilakukan Oleh Anak Kecil," *Legalitas* 14(2) (Desember 2022): 187, <https://doi.org/10.33087/legalitas.v14i2.332>.



KUHPperdata. Rather, it provides a legal basis for the use of electronic media in the formation and performance of transactions.⁷

Accordingly, a distinction must be drawn between the existence of a contract as the outcome of an electronic process and the fulfilment of the legal requirements that determine its validity. Contracts formed through *click-wrap agreements* or *browse-wrap agreements* must still be assessed against the requirements for contractual validity, including the elements of consent and the legal capacity of the parties as subjective requirements. In electronic transactions, consent can generally be demonstrated more readily through acts of *electronic consent*, such as clicking an acceptance button or placing an order. By contrast, legal capacity cannot always be ascertained through the contract formation mechanism because the interaction takes place digitally and is not necessarily accompanied by adequate verification of the user's identity and age. This condition gives rise to a legal issue when the user conducting the transaction is, in fact, a minor: although the contract may be formed through an electronic mechanism, its substantive validity remains contingent upon whether the legal capacity requirement under Indonesian contract law has been satisfied.

Several previous studies have addressed issues relevant to the present discussion. Fitri Oktalisa et al. (2026)⁸ examined the legal protection of business actors engaging in electronic transactions with minors. Their study found that although minors do not satisfy the legal capacity requirement, transactions entered into by them may nevertheless have binding effects, thereby giving rise to parental liability under Article 1367 of the Indonesian Civil Code. Meanwhile, Purnowo and Pratiwi (2026)⁹ found that an electronic contract entered into by a minor may remain valid despite the minor's lack of legal capacity, provided that the contract does not cause harm to another party. Eria and Rahmayani (2026)¹⁰ further demonstrated that transactions conducted by minors through *in-app purchases* are legally imperfect and vulnerable to cancellation because minors lack legal capacity and have not yet attained sufficient understanding of the legal consequences of the agreements or transactions they enter into.

⁷ Aulia Fajriani Kamaruddin dan Istiqamah Istiqamah, "Menilik Keabsahan Transaksi E-Commerce Yang Dilakukan Oleh Anak Dibawah Umur," *Alauddin Law Development Journal* 2, no. 3 (2020): 401–12, <https://doi.org/10.24252/aldev.v2i3.14243>.

⁸ Fitri Oktalisa dkk., "Perlindungan Hukum Pelaku Usaha Dalam Jual Beli Online Dengan Anak COD," *Jurnal Niara* 18, no. 3 (2026): 925–35, <https://doi.org/10.31849/9scefy44>.

⁹ R. Tri Yuli Purnowo dan Wiwin Budi Pratiwi, "Perjanjian Jual Beli Melalui Sistem Elektronik Yang Dilakukan Oleh Anak Di Bawah Umur," *Private Law* 6, no. 1 (2026): 282–90, <https://doi.org/10.29303/xfzsa33>.

¹⁰ Endah Yuliana Eria Eria dan Nuzul Rahmayani, "Kerugian Akibat Transaksi Digital Melalui In-App Purchase Yang Dilakukan Oleh Anak Ditinjau Dari Perspektif Hukum Perdata Indonesia," *YUSTISI* 13, no. 2 (2026): 277–89, <https://doi.org/10.32832/yustisi.v13i2.23959>.



Similarly, Valoka and Adam (2023)¹¹ found that electronic contracts entered into by minors may be subject to cancellation and may generate other legal consequences, thereby necessitating preventive measures to restrict minors from engaging in such sale and purchase transactions.

Based on the foregoing discussion, although numerous studies have examined electronic contracts entered into by minors, most existing scholarship remains focused on the validity of such contracts, particularly on whether the requirements for a valid agreement under Article 1320 of the Indonesian Civil Code (*Kitab Undang-Undang Hukum Perdata* or *KUHPerdata*) have been satisfied. These studies generally conclude that the limited legal capacity of minors renders such contracts voidable. This focus is important; however, it does not fully address the legal issues that arise after an electronic contract has been formed and the transaction has begun to be performed by the parties. The voidability of a contract entails consequences that extend beyond merely determining whether the agreement is valid, as it also concerns the continuation of contractual performance, the restitution of performances (*restitutio in integrum*), and the protection of parties acting in good faith.

This gap has practical implications for the marketplace ecosystem because electronic transactions involve not only minors as users, but also sellers, consumers or other transacting parties, as well as platform operators acting as facilitators of the electronic system. Uncertainty regarding the legal consequences following the avoidance of a contract may create difficulties in determining the status of goods and payments that have already been exchanged, identifying the party that should bear any resulting loss, and defining the scope of the marketplace operator's liability where the contract was formed through a system incapable of adequately verifying the user's legal capacity. Accordingly, the legal issues surrounding electronic contracts entered into by minors do not end with an assessment of legal capacity as a subjective requirement for contractual validity, but also encompass legal certainty and the balancing of the interests of the parties throughout the continuation of digital transactions.

Accordingly, this article focuses on the legal consequences of electronic contracts entered into by minors from the perspective of Indonesian contract law by examining the implications of contract cancellation for the rights and obligations of the parties under the Indonesian Civil Code and the doctrines of contract law. This approach is intended to provide a more comprehensive perspective than previous studies, which tend to limit their analysis to the validity of the contract.

¹¹ Metta Valoka dan Richard C. Adam, "Upaya Pentingnya Keabsahan Suatu Kontrak Elektronik Yang Dilakukan Anak Dibawah Umur Dalam Aplikasi Perdagangan Elektronik," *UNES Law Review* 6, no. 2 (2023): 5641–46, <https://doi.org/10.31933/unesrev.v6i2.1391>.



B. Research Method

This study employs a normative juridical research method using a statutory approach and a conceptual approach. The statutory approach is applied by examining various legal provisions governing the validity of agreements, the legal capacity of the parties, and electronic transactions, particularly those contained in the Indonesian Civil Code, Law Number 1 of 2024 concerning the Second Amendment to Law Number 11 of 2008 concerning Electronic Information and Transactions, as well as other relevant regulations.¹² The conceptual approach is employed to examine legal capacity, electronic contracts, and the cancellation of agreements based on prevailing views and doctrines in contract law. The legal materials used in this study consist of primary legal materials in the form of legislation; secondary legal materials, including books, scholarly articles, research findings, and legal doctrines; and tertiary legal materials, including legal dictionaries, encyclopedias, and other supporting sources.

The legal materials were collected through a literature review by identifying and inventorying various sources relevant to the subject matter of the study and subsequently classifying them according to their relevance to the issues under examination. All legal materials were analyzed qualitatively using a prescriptive method by interpreting and correlating legal provisions with relevant legal doctrines.¹³ The analysis focuses on the legal capacity of minors in the formation of electronic contracts, the legal consequences arising from the failure to satisfy the legal capacity requirement, and the relationship between age verification and the liability of marketplace operators in ensuring legal certainty for the parties.

C. Results and Discussion

1. Legal Status of Electronic Contracts Entered into by Minors from the Perspective of Indonesian Contract Law

A contract is fundamentally a legal agreement between two or more parties that gives rise to certain legal consequences for their legal relationship. Henry Campbell defines a contract as an agreement between two or more persons that may create, modify, or terminate a legal relationship.¹⁴ This definition corresponds to Article 1313 of the Indonesian Civil Code, which defines an agreement as a legal act whereby one or more persons bind themselves to another party.

¹² Soerjono Soekanto, *Pengantar penelitian hukum* (Universitas Indonesia, 1981), 12.

¹³ Mahmud Marzuki, *Penelitian Hukum: Edisi Revisi* (Prenada Media, 2017), 181.

¹⁴ Siti Nur Azizah Ma'ruf Amin, *Buku Ajar Hukum Perjanjian* (Deepublish, 2023).



The enforceability of a contract is determined not only by the existence of consent but also by the fulfillment of the requirements prescribed by law. Article 1320 of the Indonesian Civil Code establishes four requirements for the validity of an agreement: the consent of the parties, the legal capacity to enter into an obligation, a specific subject matter, and a lawful cause. Once these requirements are satisfied, Article 1338 of the Indonesian Civil Code establishes that the agreement is legally binding upon the parties who entered into it. Conversely, failure to satisfy the requirements for validity may affect the binding force of an agreement. The requirement concerning a lawful cause is further addressed in Article 1335 of the Indonesian Civil Code, which essentially provides that an agreement without a cause, or one based on a false or unlawful cause, has no legal force. Article 1337 further defines an unlawful cause as one that contravenes statutory provisions, morality, or public order.

In the context of this study, minors constitute a particular concern because they can access online marketplace platforms, create user accounts, accept applicable terms and conditions, and independently conduct transactions. This phenomenon reveals a gap between the formation of electronic contracts and the traditional concept of contractual consent under contract law. Electronic systems generally focus on the expression of consent through a click, while the identity and age of users are often not adequately verified. Consequently, although a contract may be technically formed through an electronic system, its validity from the perspective of civil law remains subject to legal scrutiny.¹⁵

Under Articles 1330 and 330 of the Indonesian Civil Code, minors are generally regarded as lacking the legal capacity to enter into an agreement. Accordingly, contracts entered into by minors fail to satisfy the capacity requirement stipulated in Article 1320 of the Indonesian Civil Code. Such failure does not, however, render the agreement automatically null and void. Rather, the agreement is voidable (*vernietigbaar*) upon a claim for cancellation by the legally incapacitated party or their legal representative. In the absence of a claim for cancellation, the contract continues to be recognized as valid and binding upon the parties.¹⁶

The issue becomes more complex in online transactions because marketplace platforms generally employ standard-form contracts that provide users with little or no opportunity to negotiate their terms. Consent is typically expressed by clicking an “Agree” button without any

¹⁵ I. Kadek Ari Pebriarta dan A. A. Ketut Sukranatha, “Keabsahan Kontrak Elektronik Dalam Kaitan Dengan Kecakapan Melakukan Perbuatan Hukum Oleh Para Pihak,” *Kertha Semaya: Journal Ilmu Hukum*, 2015, <https://ojs.unud.ac.id/index.php/kerthasemaya/article/view/13153>.

¹⁶ Diana Jevanya Marbun Ni, “Tinjauan Hukum Perdata Terhadap Pembatalan Transaksi Jual Beli Online Oleh Anak Di Bawah Umur,” *Jurnal Fatwa Hukum* 8, no. 4 (2025), <https://jurnal.untan.ac.id/index.php/jfh/article/view/103765>.



prior verification of the user's legal capacity. As a result, the formation of electronic contracts tends to prioritize the technical process of expressing agreement over compliance with the legal capacity requirements established under Indonesian contract law. This situation creates legal uncertainty when it is subsequently discovered that the contract was entered into by a minor.

The legal status of an electronic contract entered into by a minor cannot be determined solely on the basis of the electronic system's successful recording of consent. Its validity must remain assessed in accordance with the provisions of contract law under the Indonesian Civil Code. Accordingly, the electronic nature of a contract does not eliminate legal capacity as an essential requirement for the formation of an agreement. Instead, technological developments demonstrate the need to harmonize electronic contracting mechanisms with effective age-verification systems capable of ensuring that the person expressing consent possesses the legal capacity to bind themselves to an agreement.

2. Implications of Applying Contract Law to Electronic Contracts on Marketplace Platforms

The regulation of electronic contracts within the Indonesian legal system is governed by Law Number 11 of 2008 concerning Electronic Information and Transactions, as amended by Law Number 1 of 2024. These provisions place electronic contracts within the broader framework of contract law applicable in Indonesia. Accordingly, the validity of contracts formed through electronic media remains subject to the requirements for a valid agreement stipulated in Article 1320 of the Indonesian Civil Code. These requirements include¹⁷:

- a) Mutual consent between the parties, meaning that an electronic contract must be formed on the basis of the voluntary agreement of all parties involved and without coercion.
- b) The legal capacity of each party to enter into an agreement, meaning that the individuals or entities involved must possess the requisite legal capacity to undertake contractual obligations.
- c) A specific subject matter, meaning that the goods, services, or other subject matter constituting the object of the agreement must be clearly identified.
- d) A lawful cause, meaning that the purpose of the contract must comply with applicable laws, ethical standards, and public order.

¹⁷ Zidna Ilma Nafi'a dan Ery Agus Priyono, "Perkembangan Hukum Perjanjian di Era Digital : Tinjauan atas Kontrak Elektronik," *Jurnal Ilmu Hukum, Humaniora dan Politik* 5, no. 4 (2025): 3327–33, <https://doi.org/10.38035/jihhp.v5i4.4452>.



The user's act of clicking the “Agree” button in a click-wrap mechanism may be regarded as a legally valid expression of intent under Indonesian law. From the perspective of contract law, such an act constitutes acceptance of an offer and therefore satisfies the consent requirement under Article 1320 of the Indonesian Civil Code. Nevertheless, the formation of an electronic agreement does not, in itself, demonstrate that all substantive requirements for a valid contract have been satisfied. The validity of an electronic contract is determined not only by the existence of consent but also by the fulfilment of the parties’ legal capacity. This issue is particularly significant because electronic systems generally remain incapable of adequately verifying users’ age and legal capacity.¹⁸

Furthermore, Article 1 point 17 of Law Number 11 of 2008 concerning Electronic Information and Transactions, as most recently amended by Law Number 1 of 2024, defines an electronic contract as an agreement between parties formed through an electronic system. This provision indicates that electronic media concerns the manner in which an agreement is formed, whereas the assessment of its substantive validity remains subject to the applicable law of contract. The definition further confirms that electronic contracts essentially share the same characteristics as traditional contracts, in that both establish legal relationships between the parties; the distinction lies primarily in the mechanism of formation, which takes place through an electronic system. Moreover, Article 17 of the Law on Electronic Information and Transactions provides that digital transactions may be conducted in both public and private spheres while continuing to adhere to the principles of legal certainty, good faith, prudence, accountability, and responsibility. These principles position electronic system operators not merely as providers of technical infrastructure, but also as parties subject to obligations to ensure that the systems used for electronic transactions operate reliably and responsibly.

The existence of a legal framework governing electronic contracts has not fully resolved the issues arising from their implementation in marketplace transactions. One aspect that requires particular attention is legal certainty, as it is directly related to the protection of the rights and obligations of the parties involved in a legal relationship. In electronic transactions, legal certainty is necessary to determine the extent to which contracts formed through marketplaces are legally binding, may serve as evidence, and provide a basis for protecting the

¹⁸ Abdul Halim Barkatullah, *Hukum Transaksi Elektronik Di Indonesia (Sebagai Pedoman dalam Menghadapi Era Digital Bisnis e-Commerce di Indonesia)* (Nusa Media, 2017).



parties should a dispute subsequently arise.¹⁹ In this context, the responsibility of marketplace operators becomes particularly relevant, especially where the systems they provide enable users who lack legal capacity to enter into transactions. Marketplace operators cannot automatically be regarded as parties to sales contracts concluded between users; however, their status as electronic system operators gives rise to distinct responsibilities concerning system reliability, information regarding the terms and conditions of transactions, user identification mechanisms, and preventive measures against the use of the system by persons who are legally incapable of entering into such transactions.

From the perspective of contract law, a user's act of clicking the "Agree" button in a *click-wrap* mechanism may, in principle, satisfy the requirement of consent because it constitutes an affirmative action indicating acceptance of the terms established by the marketplace operator. Nevertheless, electronic contracts are generally presented in the form of standard-form clauses, leaving users with no meaningful opportunity to negotiate their contents.²⁰ This situation may create an imbalance in bargaining power between platform operators and consumers. Accordingly, the application of the principle of freedom of contract must be balanced by the principles of good faith, reasonableness, and consumer protection to ensure that clauses contained in electronic contracts do not produce unfair outcomes for more vulnerable parties. This condition also requires marketplace operators to observe the limits of their responsibilities in designing and operating electronic systems, including ensuring that information concerning transaction terms is comprehensible to users and that the mechanisms provided do not disregard the legal risks arising from users' age or lack of legal capacity.

Legal certainty in online transactions depends not merely on the normative recognition of electronic contracts, but also on the extent to which marketplace operators can ensure system reliability, transaction security, clarity of information, personal data protection, and the availability of electronic records that may be used as evidence in the event of a dispute. Where a transaction is conducted by a minor, these considerations must be extended to the platform's capacity to identify and verify users' age and to provide mechanisms for addressing problematic transactions. Accordingly, the principal issue in applying contract law to electronic contracts on marketplaces no longer lies in recognizing electronic contracts as a form of agreement, but rather in the effectiveness of implementing the requirements for contractual validity,

¹⁹ Argadwi Saputra, "Analisis Kepastian Hukum Kontrak Elektronik Pada Transaksi Marketplace Dalam Mendukung Perlindungan Hukum Umkm (Studi Pada Umkm Putra Tapis Pringsewu)," *Integrative Perspectives of Social and Science Journal* 3, no. 06 Juni (2026): 3642–51, <https://ipssj.com/index.php/ojs/article/view/1525>.

²⁰ Nabilah Luthfiyah Chusnida, "Click-Wrap Agreement: Pengalihan Tanggungjawab Dalam Melindungi Konsumen," *PROGRESIF: Jurnal Hukum* 17, no. 2 (2023): 180–204, <https://doi.org/10.33019/progresif.v17i2.4368>.



particularly with respect to users' legal capacity, identity and age verification mechanisms, the fairness of standard-form clauses, and the responsibility of electronic system operators to protect the parties. This situation demonstrates that legal certainty does not depend solely on the availability of rules governing a particular transaction. It is also determined by the ability of marketplace operators to translate their legal obligations into technical mechanisms capable of preventing, detecting, and addressing transactions conducted by users who do not satisfy the applicable legal requirements. Accordingly, the technical aspects of system operation and the substantive aspects of contractual validity should be conceptually distinguished while nevertheless being analyzed as part of an integrated framework for determining the respective legal responsibilities of the parties.

D. Conclusion

Based on the findings of this study, electronic contracts entered into by minors on marketplace platforms may, in principle, be formed electronically through the parties' expression of consent, including through a *click-wrap agreement* mechanism. However, the technical formation of a contract does not automatically establish its compliance with all requirements for a valid agreement. Under Indonesian contract law, the validity of an electronic contract remains subject to Article 1320 of the Indonesian Civil Code, particularly the requirement concerning the legal capacity of the parties in conjunction with Article 1330. Where a minor lacks the requisite legal capacity, the subjective requirement for a valid agreement is not satisfied. Consequently, the contract is, in principle, voidable rather than null and void by operation of law. Until a cancellation claim is submitted by a party legally entitled to seek cancellation, the contractual relationship generally continues to produce legal effects for the parties.

The application of contract law to electronic contracts on marketplace platforms demonstrates that the principal issue no longer concerns the legal recognition of electronic contracts, but rather the effectiveness of applying the requirements for a valid agreement within the digital environment. Electronic consent mechanisms are capable of establishing the element of consent, but they do not automatically ensure the legal capacity of users. Inadequate identity and age verification may allow a contract to be formed even when one of the parties lacks the legal capacity to perform the relevant legal act. This situation may give rise to issues concerning the status and binding force of the contract, the fulfillment of the parties' respective rights and obligations, and the protection of parties acting in good faith. Therefore, legal certainty in marketplace transactions cannot be achieved solely through the normative recognition of electronic contracts. It also requires effective identity and age-verification mechanisms and the



operation of electronic systems based on the principles of prudence, good faith, accountability, and responsibility.

BIBLIOGRAPHY

- Abdul Halim Barkatullah. *Hukum Transaksi Elektronik Di Indonesia (Sebagai Pedoman dalam Menghadapi Era Digital Bisnis e-Commerce di Indonesia)*. Nusa Media, 2017.
- Amin, Siti Nur Azizah Ma'ruf. *Buku Ajar Hukum Perjanjian*. Deepublish, 2023.
- Chusnida, Nabilah Luthfiyah. "Click-Wrap Agreement: Pengalihan Tanggungjawab Dalam Melindungi Konsumen." *PROGRESIF: Jurnal Hukum* 17, no. 2 (2023): 180–204. <https://doi.org/10.33019/progresif.v17i2.4368>.
- Diana Jevanya Marbun Ni. "Tinjauan Hukum Perdata Terhadap Pembatalan Transaksi Jual Beli Online Oleh Anak Di Bawah Umur." *Jurnal Fatwa Hukum* 8, no. 4 (2025). <https://jurnal.untan.ac.id/index.php/jfh/article/view/103765>.
- Emilda Kuspraningrum. *Keabsahan Kontrak Elektronik Dalam UU ITE Ditinjau Dari Pasal 1320 KUHPerdata dan UNCITRAL Model Law On Electronic Commerce*. Vol 7 No 2. (Desember 2011). <https://e-journal.fh.unmul.ac.id/risalah/issue/view/24>.
- Eria, Endah Yuliana Eria, dan Nuzul Rahmayani. "Kerugian Akibat Transaksi Digital Melalui In-App Purchase Yang Dilakukan Oleh Anak Ditinjau Dari Perspektif Hukum Perdata Indonesia." *YUSTISI* 13, no. 2 (2026): 277–89. <https://doi.org/10.32832/yustisi.v13i2.23959>.
- Gede Eka Prasetya Dewantara dan I Wayan Novy Purwanto. "Keabsahan Kontrak Perdagangan Secara Elektronik (E-Contact) Ditinjau Dari Pasal 1320 Burgerlijk Wetboek." *Kertha Semaya* Vol 8 No 1 (2019). <https://ojs.unud.ac.id/index.php/kerthasemaya/issue/view/3367>.
- Ida Hanifah dan Ismail Koto. "Akibat Hukum Keabsahan Kontrak Elektronik yang Dilakukan Oleh Anak Kecil." *Legalitas* 14(2) (Desember 2022): 187. <https://doi.org/10.33087/legalitas.v14i2.332>.
- Kamaruddin, Aulia Fajriani, dan Istiqamah Istiqamah. "Menilik Keabsahan Transaksi E-Commerce Yang Dilakukan Oleh Anak Dibawah Umur." *Alauddin Law Development Journal* 2, no. 3 (2020): 401–12. <https://doi.org/10.24252/aldev.v2i3.14243>.
- Kuspraningrum, Emilda. "Keabsahan Kontrak Elektronik Dalam UU ITE Ditinjau Dari Pasal 1320 KUHPerdata Dan UNCITRAL Model Law On Electronic Commerce." *Risalah Hukum*, 2011, 64–76. <https://e-journal.fh.unmul.ac.id/risalah/article/view/189>.
- Marzuki, Mahmud. *Penelitian Hukum: Edisi Revisi*. Prenada Media, 2017.
- Nafi'a, Zidna Ilma, dan Ery Agus Priyono. "Perkembangan Hukum Perjanjian di Era Digital : Tinjauan atas Kontrak Elektronik." *Jurnal Ilmu Hukum, Humaniora dan Politik* 5, no. 4 (2025): 3327–33. <https://doi.org/10.38035/jihhp.v5i4.4452>.



- Oktalisa, Fitri, Yaswirman, dan M.Hasbi. “Perlindungan Hukum Pelaku Usaha Dalam Jual Beli Online Dengan Anak COD.” *Jurnal Niara* 18, no. 3 (2026): 925–35. <https://doi.org/10.31849/9scefy44>.
- Pebriarta, I. Kadek Ari, dan A. A. Ketut Sukranatha. “Keabsahan Kontrak Elektronik Dalam Kaitan Dengan Kecakapan Melakukan Perbuatan Hukum Oleh Para Pihak.” *Kertha Semaya : Journal Ilmu Hukum*, 2015. <https://ojs.unud.ac.id/index.php/kerthasemaya/article/view/13153>.
- Purnowo, R. Tri Yuli, dan Wiwin Budi Pratiwi. “Perjanjian Jual Beli Melalui Sistem Elektronik Yang Dilakukan Oleh Anak Di Bawah Umur.” *Private Law* 6, no. 1 (2026): 282–90. <https://doi.org/10.29303/xfzsa33>.
- Saputra, Argadwi. “Analisis Kepastian Hukum Kontrak Elektronik Pada Transaksi Marketplace Dalam Mendukung Perlindungan Hukum Umkm (Studi Pada Umkm Putra Tapis Pringsewu).” *Integrative Perspectives of Social and Science Journal* 3, no. 06 Juni (2026): 3642–51. <https://ipssj.com/index.php/ojs/article/view/1525>.
- Saputra, Sena Lingga. “Status Kekuatan Hukum Terhadap Perjanjian Dalam Jual Beli Online Yang Dilakukan Oleh Anak Dibawah Umur.” *Jurnal Wawasan Yuridika* 3, no. 2 (2019): 199–216. <https://doi.org/10.25072/jwy.v3i2.219>.
- Soekanto, Soerjono. *Pengantar penelitian hukum*. Universitas Indonesia, 1981.
- Valoka, Metta, dan Richard C. Adam. “Upaya Pentingnya Keabsahan Suatu Kontrak Elektronik Yang Dilakukan Anak Dibawah Umur Dalam Aplikasi Perdagangan Elektronik.” *UNES Law Review* 6, no. 2 (2023): 5641–46. <https://doi.org/10.31933/unesrev.v6i2.1391>.
- Warta Ekonomi. “Transaksi Digital RI Tembus Rp51 Ribu Triliun, QRIS Melonjak 116% di Awal 2026.” *Investing.com Indonesia, Saham Global*, 23 April 2026. <https://id.investing.com/news/stock-market-news/transaksi-digital-ri-tembus-rp51-ribu-triliun-qrismelonjak-116-di-awal-2026-2952499>.