

## FRAUD THROUGH ONLINE BUYING AND SALES AS REVIEWED FROM THE CIVIL CODE IN INDONESIA

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### Abstract

#### Keywords:

*Fraud,  
Sale and Purchase,  
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*Innovations in information technology have accelerated the expansion of e-commerce in Indonesia while simultaneously giving rise to legal issues, particularly related to e-commerce fraud in business transactions. With an emphasis on torts and breach of contract, this study aims to investigate fraudulent behavior in online transactions from a civil law perspective. Drawing on legal frameworks including the Indonesian Criminal Code, the Consumer Protection Law, and the Electronic Information and Transactions Law, the analysis uses a normative legal approach and is supported by relevant scholarly sources. The results show that inadequate digital data verification and a lack of mutual consent and trust in online contracts are often the main causes of online fraud. These actions can violate contracts and the law, which can lead to civil liability. Furthermore, effective consumer protection is difficult due to legal differences. This study demonstrates that normative changes are crucial to align conventional civil law criteria with the reality of online transactions, emphasizing the need for improved verification methods and clearer accountability. The study also suggests establishing specific guidelines for verifying digital evidence and increasing public awareness of the law to provide justice and legal assurance in the digital economy era.*

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### INTRODUCTION

The advancement of information technology has significantly changed global economic transactions. This has led to the rise of electronic commerce ( *e-commerce* ) in Indonesia, which makes it easier for the wider community to conduct transactions without time and place restrictions. However, as explained by Brammantyo and Rahman (2019, p. 362), this ease of use



raises new legal challenges, such as cases of fraud and default in online shopping that cause difficulties for consumers (Bramantyo & Rahman, 2019) . This phenomenon shows that the development of the digital economy has not been fully supported by an effective legal system and consumer protection system.

According to Ferdhiyanto and his colleagues, although digital transactions are increasing rapidly, existing civil law is not yet strong enough, especially in terms of evidence and consumer rights protection (Ferdhiyanto et al., 2025) . In reality, many cases of online fraud begin with seller failure, such as when they do not deliver goods as promised or provide false information to deceive consumers. This raises questions about how legal responsibility is applied to perpetrators of online fraud, considering that these transactions are regulated by legal relationships described in Articles 1313 and 1320 of the Civil Code (Narwadan et al., 2025) . Therefore, it is important to analyze the issue of fraud in *online transactions* from a civil law perspective to understand how important these legal contract principles are in the digital world (Rahman & Ardiansyah, 2023) .

In 2018, Amirulloh and Rachmadini stated that Indonesia's civil law system must keep pace with developments in digital economic technology (Amirulloh & Rachmadini, 2018) . This is crucial to ensure that everyone involved in *online transactions* has legal certainty. Hayati, in 2025, observed that consumer protection on the internet was not yet optimal, even though Indonesia had launched Law Number 8 of 1999 concerning Consumer Protection and Law Number 11 of 2008 concerning Information and Electronic Transactions (Hayati, 2024) . This failure was caused by a lack of supervision and difficulties in proving cyber cases. As a result, many consumers who were victims of fraud faced difficulties in obtaining justice through administrative and civil legal channels (Indonesia, 1999) .

Several previous studies have looked at the civil law aspects of *online transactions*, but *these studies are still limited*. In his study on *negligence in online buying and selling*, Daulay. showed that most electronic contracts do not meet the requirements of a valid agreement according to Article 1320 of the Civil Code, especially regarding the consent of the parties (Daulay, 2023) . According to Hertanto and Djajaputra (2024, p. 17), the absence of adequate procedures to prove the aspect of default in electronic transactions often causes difficulties in resolving civil disputes. (Hertanto & Djajaputra, 2024) . Furthermore, according to Rohmah (2025, p. 13), consumer protection laws often concentrate on administrative issues and have not yet established civil liability in cases of cyber fraud (Rohmah & Karim, 2025) .

However, there is still a gap in research, as many existing studies fail to conduct an in-depth analysis of the element of fraud called *fraudulent misrepresentation in the context of online contractual legal relations* . Sari and Puspitasari (2024, p. 60) emphasize that fraudulent acts in *online buying and selling activities* can not only be classified as a breach of contract, but also as *onrechtmatige daad* (unlawful acts) that can cause civil losses (Puspitasari & Setjoatmadja, 2025) . This perspective shows that fraud in *online transactions* carries certain complexities, so it needs to be examined normatively regarding the application of the principle of civil responsibility.

This study is designed to address this gap through an in-depth investigation of how fraudulent acts in online transactions can be classified within the civil law framework, both as a premise of default and as a basis for unlawful acts. As stated by Wicaksono and Anwar (2023, p. 107), a coherent synchronization is needed between the Civil Code, the Law on Consumer Protection, and the Law on Information and Electronic Transactions to increase the effectiveness of legal protection for consumers in the cyber realm (Putra, 2015) . Thus, this research aims to propose a normative framework that integrates the traditional paradigm of obligations with the realities faced in the spectrum of contemporary digital transactions (Rohmah & Karim, 2025) .

Theoretically, this research is expected to enhance knowledge of civil law, particularly regarding how the concept of breach of contract and the principle of compensatory liability will change along with advances in information technology. Practically, the findings of this study are

expected to help policymakers, business actors, and the general public understand legal protection procedures and dispute resolution in the context of increasingly effective digital transactions. Therefore, the main objective of this research is to conduct an in-depth analysis from a juridical-normative perspective regarding the forms and legal consequences of fraudulent practices in *online commerce*. In addition, this research will also produce constructive normative recommendations to strengthen the civil legal protection system in the digital era (Indonesia, 2008).

Based on the preliminary analysis presented, it is indicated that fraudulent schemes in *online buying and selling activities* present a series of complex legal problems within the private law domain. This complexity arises as a consequence of the unique attributes of electronic transactions that deviate from conventional trade mechanisms, including aspects of contract formation, evidentiary methodology, and the allocation of responsibility for the legal entities involved. Consequently, in order to provide a focused research focus and limit the scope of exploration, the following fundamental issues are formulated:

1. *online buying and selling transactions from a civil law perspective in Indonesia?*

## RESEARCH METHODS

This research was conducted with normative juridical approach, which means legal research that focuses on applicable legal principles, principles and regulations. (Soekanto, 2007). This method was used because the focus of the research was to study positive legal norms governing fraud through *online buying and selling*. The normative juridical method aims to examine whether government policies and their implementation are in accordance with the principles contained in national civil, contract, and economic law.

According to Abdulkadir Muhammad, there are three types of research: normative legal research, empirical normative legal research, and empirical legal research. Legal case studies can also be used to support these three types of research (Muhammad, 2004). The data collection method uses secondary data types. and uses primary legal materials, namely the Constitution and Laws such as the Civil Code, secondary legal materials, namely books and journals such as research conducted by R. Wicaksono & H. Anwar on Legal Protection for Consumers in *Online Buying and Selling Transactions Based on the ITE Law and the Civil Code* in legal journals.

## RESULTS AND DISCUSSION

The growth of *e-commerce*, or electronic commerce, has significantly changed Indonesian transaction habits. The ease of use of digital applications and websites has driven economic growth but has also raised concerns and new legal issues, particularly related to fraud and abuse. *Online sales transactions* are considered a type of contract under civil law and are regulated by Articles 1313 and 1320 of the Indonesian Civil Code. However, due to the lack of direct communication between parties and the lack of digital verification methods, the elements of agreement and good faith in *online contracts* are often not fully met in practice. This then turns into a loophole for fraud when perpetrators deliberately provide false information to gain financial gain.

The legal relationship that develops in cases of *online fraud* can be classified as illegal behavior in addition to being considered a breach of contract. A breach of contract occurs when the perpetrator fails to fulfill an agreed-upon obligation, such as supplying a different product or failing to provide goods that have been paid for. However, such activities meet the requirements for unlawful acts as stipulated in Article 1365 of the Civil Code if there is an element of fraud or data manipulation from the outset. Therefore, the perpetrator's legal responsibility includes compensation to consumers for material and immaterial losses, both in the form of financial losses and loss of trust in the electronic transaction system.

Lack of evidence is a significant barrier to online fraud law enforcement. Digital evidence, such as images, text messages, or proof of transfer, may not always have the best

probative value due to limitations in digital authentication. Online evidence still faces challenges due to the lack of national standards governing the authenticity of electronic documents in legal disputes. Because their evidence does not meet formal legal requirements, many fraud victims struggle to obtain justice due to this issue. To strengthen digital evidence, the Indonesian legal system needs more specific regulations regarding electronic signatures, data verification, and online transaction traces.

The Civil Code, Law No. 11 of 2008 concerning Electronic Information and Transactions, and Law No. 8 of 1999 concerning Consumer Protection must be aligned to ensure consumers are adequately protected by law. The ITE Law legitimizes digital evidence and personal data protection, while civil law regulates agreements and obligations. However, the Consumer Protection Law ensures that the rights and obligations of parties involved in electronic transactions are balanced. These three technologies must be harmoniously integrated so that the Indonesian legal system can address the legal challenges of the digital age and protect the public from potential *online fraud*.

The research findings indicate that Indonesian civil law must continue to evolve to keep pace with advances in information technology. The definitions of breach of contract and criminal activity should be broadened to encompass new phenomena arising from digital transactions. Practically, this research validates the need to improve public legal literacy and government regulation of *e-commerce*. Policies that encourage greater accountability from digital platform providers through transparent and verifiable transaction security measures are also needed. Therefore, it is hoped that civil law will provide legal certainty and a sense of justice for the public amidst ever-evolving technological innovations.

## CONCLUSION

Based on Indonesian civil law, the discussion presented demonstrates that fraudulent practices in online sales transactions have complex and diverse characteristics. The provision of misleading information, alteration of digital data, and a lack of good faith from the contract formation stage are key characteristics of fraud in online transactions. Internet sales contracts can be invalid or voidable due to these conditions, resulting in a failure to fulfill the elements of a legal agreement as stipulated in Article 1320 of the Civil Code.

Legally, fraud in online buying and selling can not only be qualified as a breach of contract, which is the failure of the business actor to fulfill promised performance, but can also be categorized as an unlawful act (*onrechtmatige daad*) as regulated in Article 1365 of the Civil Code if there is an element of deliberate fraud against the consumer from the beginning. Thus, the perpetrator of fraud can be held civilly responsible for both material and immaterial losses suffered by consumers.

Due to the electronic nature of transactions, the geographical distance between the parties, the limited information typically available regarding the transaction, and the lack of means to easily ascertain the true identities of the parties to the transaction, it is more difficult to ascertain the facts and punish fraud *ex-ante* in civil dispute resolution. The application of civil law is unclear. To create legal certainty, consumer protection, and fairness in the sale and purchase of electronic goods and/or services in Indonesia, it is necessary to harmonize applicable laws and regulations, particularly in the areas of the Criminal Code, the Consumer Protection Law, and the Electronic Information and Transactions Law.

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