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An Analysis of Indonesian E-Commerce Contract Subjects' Legal Proficiency

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Abstract

The objective of this study is to examine the legal competence of contract subjects in the context of transactions involving e-commerce in Indonesia. This will be done through the lens of normative juridical theory. According to Article 1320 of the Indonesian Civil Code, the verification of the legal competence of parties has grown exponentially more complicated as a result of the fast increase of electronic transactions. This is a consequence of the fact that such transactions have become more prevalent. The fact that there has been a rise in the amount of transactions conducted electronically is consistent with this. With regard to the legitimacy of agreements, this is a requirement. For the purpose of this investigation, a descriptive-analytical research approach within the normative legal research framework is used. In the course of doing the study, this method is used. via the process of conducting an analysis of the rules that are now in place, such as Government Regulation 71/2019 and the ITE Law, and comparing and contrasting these regulations with the practices that are followed in other countries. Clearly, there is no regulation that explicitly regulates the verification process of legal competence in electronic transactions. This is shown by the findings, which indicate that there is a significant gap in the legal system. Only the most fundamental verification methods are utilized by e-commerce platforms in Indonesia, which is insufficient to verify the legal capability of users. As a consequence of this, children and those who are placed under the supervision of an adult are able to carry out transactions without encountering any obstacles. Another factor that leads to the creation of legal uncertainty is the presence of a plurality in legislation that was passed during the age of majority. Through the implementation of risk-based proportional verification obligations, the development of national digital identity verification infrastructure, the implementation of parental consent mechanisms, and the strengthening of dispute resolution mechanisms through online dispute resolution, the findings of this study suggest that regulatory improvements should be implemented. The goal of these proposals is to provide a framework for electronic commerce that not only ensures compliance with the law but also fosters the expansion of the digital economy without compromising its sustainability.

Keywords: *Legal Certainty, E-Commerce, Electronic Transactions, Agreement.*

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INTRODUCTION

As a result of the growth of communication and information technology, significant life changes have taken place in a range of aspects of people's lives, including the domain of business. The concept of electronic commerce is one that has surfaced as a consequence of the emergence of the internet as a platform for conducting commercial transactions. Through the implementation of this concept, the paradigm of conventional transactions is shifted to that of electronic transactions, which can be carried out at any time and in any place; there are no geographical limitations (Faisal et al., 2025).

The expansion of e-commerce in Indonesia has been expanding at a rapid pace over the past decade. This is largely attributable to the proliferation of various electronic commerce platforms in Indonesia, such as marketplaces, online shops, and buying and selling apps that simplify the process of conducting business transactions for individuals. In addition to the fact that this phenomenon carries with it a substantial economic potential, it also gives rise to a wide range of novel legal issues that require in-depth research, particularly in relation to the civil aspects of electronic transactions.

Every single transaction that takes place via the use of the internet is, in essence, an agreement or contract that binds the individuals on both sides of the transaction. According to Article 1320 of the Civil Code, in order for an agreement to be legally binding, it must fulfill all four of the aforementioned requirements. The following are the elements that must be met: the consent of people who are obligated to be bound by it, the authority to make an agreement, a particular purpose, and a suitable justification (Ginting, Medaline, & Syafriana, 2025). There are a number of fundamental elements that are used to establish whether or not an agreement is genuine. One of these criteria is the legal skill of the party to the contract. The preceding discussion covered four prerequisites, and this is one of them. In the event that the legal subjects engaged are unable to reach an agreement with one another, there is a potential that the agreement will result in its cancellation. Face-to-face interaction and the verification of identity documents in the context of conventional transactions are two methods that can be utilized to directly verify the legal proficiency of an individual. On the other hand, when it comes to transactions that are carried out online, which are virtual and do not need physical presence, this verification method becomes substantially more sophisticated, and as a result, it is more subject to manipulation.

The problem of legal competence in e-commerce is becoming an increasingly serious topic as a result of the absence of suitable technical constraints that would prevent those who are unlawfully incapable of participating in electronic transactions from doing so. Individuals who are regarded to be legally incompetent, juveniles, or who are under the care of another person are able to easily access e-commerce platforms and make transactions. This is accomplished by the simple act of filling out registration information, which is not always adequately vetted (Toumahu & Anggarini, 2024). This condition creates legal ambiguity for e-commerce business actors regarding the status and legality of the contracts they establish when one of the parties asserts that he is unable to carry out the legal act of the agreement. Therefore, in the event that one of the parties makes the argument, it increases the likelihood that there will be future disagreements. This problem is further complicated by the emergence of financial technology that is connected with e-commerce. Examples of fintech include paylater services, digital credit, and e-wallets. These technologies include more complex aspects of involvement that have larger legal ramifications (C. P. Law, Sibagariang, Yanto, & Ruhaeni, 2025). These technologies include more sophisticated elements of involvement, which is the reason why this is the case.

The main piece of legislation in Indonesia that regulates the conduct of electronic transactions is Government Regulation Number 71 of 2019, which deals with the establishment of electronic systems and transactions. The Electronic Information and Transactions Law Number 11 of 2008, as amended by Law Number 19 of 2016, is the law that addresses electronic transactions (Muhammad, Suparidho, & Muhammad, 2025). These rules have been in place since 2008 and were passed in 2012. The legal competency of the subject of a contract in the context of e-commerce has not been regulated in a way that is both comprehensive and specific, even though both regulations acknowledge the validity of electronic contracts and offer a legal basis for electronic transactions. Although the ITE Law emphasizes the technical and administrative aspects of the implementation of electronic systems and data protection, this method does not establish a specific method for determining the legal competence of those involved in electronic transactions (Setyawan, A, & Wirantaya, 2025). This has resulted in a lack of legal framework, which may result in legal uncertainty and has the potential to be damaging to both consumers and corporate entities operating within the e-commerce ecosystem. As a consequence of this, there is a lack of legal framework.

Despite the fact that there have been a number of instances involving disagreements in e-commerce that include legal competence that has begun to emerge in practice, not many of these cases have been able to effectively reach the court. There have been a number of situations that have been discovered, including the following: transactions carried out by parties who then claim that they are unable to escape contractual responsibilities; purchases of goods or services on credit made by individuals who do not have the appropriate legal capacity; and transactions carried out by children who did not have the approval of their parents. When this scenario involves transactions that take place across international boundaries, as well as when the parties involved are subject to different legal systems, the issue becomes far more problematic than it would have been otherwise. If there were not sufficient verification procedures and defined operational criteria that ensured legal proficiency in commerce, it is possible that the public's faith in the e-commerce system could be put in jeopardy, and the sustainable expansion of the digital economy in Indonesia could be hampered. Both of these outcomes would be undesirable (Munabari, Daryanto, Riyanta, & Hanita, 2024).

An assortment of unique legal approaches have been developed by a number of countries in order to regulate the legal competence of electronic contract issues. A few of countries have put in place strong digital identity verification systems, while other jurisdictions have delegated the responsibility of doing due diligence on their customers to e-commerce platforms on their behalf. Moreover, there are countries that have created electronic parental consent mechanisms for transactions involving minors, or that have adopted certain transaction amount constraints that need additional verification. Furthermore, there are countries that have implemented these limitations. For the purpose of establishing a legal framework in Indonesia that is more complete, the lessons that can be learned from this foreign experience may provide substantial comparative insights that can be employed (Bagus & Wicaksono, 2025). The social, cultural, and legal setting of Indonesia's legal system, which has its unique characteristics, must be taken into consideration while developing any solution. In addition to taking into account the amount of digital literacy that the community has, these traits also involve taking into account the technological infrastructure that is already available.

The description that came before this one demonstrates that there is a need for a comprehensive legal investigation of the legal understanding of contract themes in e-commerce agreements in Indonesia. That investigation is necessary. For a number of important reasons, including the identification of legal concerns that arise, the determination of whether or not the regulations that are now in place are sufficient, and the formulation of policy ideas that may provide legal clarity for all parties participating in the ecosystem of e-commerce, this research is required. It is hoped that by developing a thorough grasp of the legal aspects of the contract's subject, it will be possible to create a workable legal solution that strikes a balance between the parties' need for legal protection, especially for those who are vulnerable to abuse or exploitation in digital transactions, and the necessity for the convenience of electronic transactions. This study is expected to contribute academically to the field of civil law, specifically to the law of contracts in the digital age, and to offer policymakers helpful guidance to enhance Indonesia's e-commerce laws.

METHOD

This investigation makes use of a descriptive-analytical normative legal research method as its research strategy throughout the course of its investigation. Legal research that is conducted through the examination of literary resources or secondary data is referred to as normative legal research. This type of research encompasses primary legal materials, secondary legal materials, and tertiary legal materials. The purpose of the descriptive nature, when applied to the setting of an agreement pertaining to e-commerce, is to provide a full overview of the regulation of the legal competence of the subject of the contract. Analytical nature, on the other hand, strives to evaluate the legal challenges that occur and review the appropriateness of current rules in addressing these problems. This is in contrast to the nature of the analytical nature.

This study takes use of secondary data, which includes legal literature derived from primary, secondary, and tertiary sources within the jurisdiction. Rather than relying on primary sources of information, this research relies on secondary data. The Civil Code, Law Number 11 of 2008, which pertains to Information and Electronic Transactions, as revised by Law Number 19 of 2016, Law Number 7 of 2014 about Trade, Law Number 8 of 1999 concerning Consumer Protection, and Government Regulation Number 71 of 2019 concerning the Implementation of Electronic Systems and Transactions are all considered to be significant pieces of legislation. In particular, the Civil Code is considered to be the most authoritative piece of legislation. In addition to other pertinent laws and regulations, the most important legal papers are Law Number 27 of 2022, which is designed to safeguard personal information, as well as other rules and procedures. One of the few other rules and regulations that must be taken into consideration is the Civil Code.

Legal textbooks, scientific journals, academic articles, the results of previous research, the opinions of legal experts, and other academic publications that give interpretations of primary legal documents are examples of secondary legal materials. These materials are in addition to primary legal resources including primary legal information. Tertiary legal materials include not only primary and secondary legal papers, but also primary and secondary legal resources. Tertiary legal materials are comprised of both primary and secondary legal documents. Works such as dictionaries, encyclopedias, and other publications that provide explanations or instructions are examples of tertiary legal resources. This study also takes use of non-legal resources, such as statistical data related to e-commerce, reports from the industry, and business practices of e-commerce platforms, in order to provide an empirical foundation for the juridical analysis that was carried out. This was done in order to better understand the implications of the findings.

The statistical study that was carried out qualitatively used a descriptive-prescriptive technique as its methodology. When it comes to offering a methodical explanation of legal facts associated to the legal competence of the subject matter of the contract, the descriptive approach is used in the realm of electronic commerce. To provide evaluation, argumentation, and suggestions regarding the matter that is being investigated, on the other hand, the prescriptive method is utilized that is utilized.

RESULT AND DISCUSSION

The Civil Code regulates legal competence

A examination of the requirements of the Civil Code reveals that various sections of the Civil Code limit the rights and responsibilities of contract subjects in the legal system. The Civil Code, more particularly Article 1320, stipulates that one of the requirements that must be satisfied in order for the agreement to be regarded as legitimate is that the parties will need to be competent. Until the law specifically states otherwise, persons are presumed to be competent, as stated in Article 1329 of the Civil Code. This is the case until the law expressly indicates differently. The idea can be defined by this fundamental principle, which is it. The two categories of people who are considered to be incompetent are those who are considered to be immature and those who are placed under guardianship, as stated in Article 1330 of the Civil Code (Fitrilia, Damayanti, Akib, & Hamzah, 2025). Due to the fact that Indonesia has ratified the Convention on the Elimination of All Forms of Discrimination Against Women (CEDAW), the sections that referred to women as incompetent parties are no longer legitimate (Tabhina Putri Indraatmaja, 2026). In addition, throughout the course of history, there have been several judicial decisions that have acknowledged the concept of gender equality.

In the context of the law, the term "legal acuity" refers to the capability of engaging in legal behaviours that are permissible and have legal ramifications. Their level of legal skill within the Indonesian legal system is a significant factor in determining whether or not they are considered a topic of law.

Article 1329 of the Civil Code states that anyone is able to make a promise, unless the law declares them incapable of doing so under specified circumstances. In other words, unless certain requirements are satisfied, everyone is able to make a commitment (Radityo, Ginting, & Aldivie, 2026). The Civil Code, specifically Article 1330, states that individuals who are incapable of establishing agreements are considered to be immature. Additionally, women in areas that are mandated by law, as well as those who have been placed under guardianship, are also considered to be immature. The ruling of the Supreme Court and the development of legislation that acknowledge gender equality have rendered this rule about women invalid, and it is vital to emphasize that this provision is no longer legal (Magnus, Palit, Reba, Lian, & Purba, 2024).

In Indonesian law, the criteria for maturity have developed throughout time, and there is a different regulatory framework for each of these needs (Risnandar, Ibnu, & Zaenudin, 2025). People are regarded to be immature in accordance with Article 330 of the Civil Code if they have not yet achieved the age of 21 and have not yet tied the knot. In spite of the fact that they have been married, this is still the case. When it comes to marriage, the minimum age for both men and females is established at 19 years old, as stipulated by the rules of Law Number 1 of 1974 regulating Marriage. Law Number 16 of 2019, which was passed in 2019, made the necessary adjustments to this age limit. Taking all of this into consideration, one can draw the conclusion that the maturity threshold has been reduced (Rahmadani, Aspan, & Siregar, 2025). There are a few examples of sectoral laws that have different age restrictions. Two examples include the Kid Protection Act, which states that a person is considered a kid if they have not yet reached the age of 18, and the rules in the criminal law that specify the limit of criminal culpability (Wulandari, Kaharuddin, Mohamad, & Permana, 2022). In addition, the rules that govern every industry are different from one another. Legal complexity arises as a consequence of the existence of several regulatory frameworks, which affects the process of determining whether or not a person is permitted to participate in activities related to e-commerce.

Guardianship is a legal institution that is supplied to individuals who are in a condition of ignorance, insanity, or serious mental disease, as defined in the wording of Article 433 of the Civil Code, lunacy, or black eyes, as well as wasteful. Guardianship is also provided to people who are in a situation where they are unable to care for themselves (Dinanti & Harapan, 2026). Due to the fact that the person being guarded is unable to engage in legal actions, it is essential for a curator who has been appointed by the court to offer assistance to the individual. These guardianship positions need to be declared by a court decree in order to achieve the goal of providing complete and total legal certainty. Regarding the act of doing business online, there is no mechanism that can determine whether or not a person is currently under detention. Thus, presuming that the transaction that has been carried out involves people who are now being held in custody, it has the potential to give rise to legal issues in the future. This is because of the fact that the transaction has been carried out.

An individual is regarded to be immature if they have not yet reached the age of twenty-one and have never been married. One can locate this definition in Article 330 of the Civil Code, which is the statute that regulates the maturity limit. This definition can be found in the Civil Code (Indradewi & Siswanto, 2024). This provision has been modified as a result of the adoption of more recent law, which has resulted in the amendment. Because the minimum age for marriage is established at 19, the maturity limit is shifted in a circuitous manner. This is because the age restriction for marriage is set at 19. This is expressed in accordance with the legislation, which was changed by legislation Number 16 of 2019, which was enacted in accordance with Law Number 1 of 1974 Governing Marriage. According to Law Number 35 of 2014 Protecting Child Protection, a child is defined as a human being who has not yet attained the age of 18 years old. This definition is specific to the definition of a kid. In accordance with this criteria, a kid who is still in the womb was included.

Under the provisions of Article 433 of the Civil Code, all adults who are consistently in a condition of ignorance, craziness, or dark eyes are obliged to be put under care. This is the case in terms of custody (Tamba & Habeahan, 2025). Therefore, this is the case regardless of whether or not the adult is occasionally able to make use of his or her ideas. In addition, there is the potential of awarding a pardon to an adult who has committed an act of excess. When it comes to the provisions of Article 436 of the Civil Code, the following is stated: the status of custody must be evaluated by a court in order to guarantee that it is a subject of clear legal clarity. When it comes to the execution of legal actions, the curator acts as the person who is under guardianship of the person.

This law, which was enacted in 2008, contains the regulations that apply to transactions that are conducted electronically. It was specifically enacted to address information and electronic transactions, and the most recent version of this law, which was published in 2016, is the Law Number 19 of 2016 (Kemkominfo, 2016). It is generally accepted that transactions that are carried out electronically are legal activities. These transactions are carried out via the use of computers, computer networks, and/or other kinds of electronic media. This term may be found in the second article of the first law. Electronic information and/or electronic documents are recognized by the law as acceptable kinds of evidence during court proceedings, as stated in the first paragraph of Article 5 of the Constitution. In accordance with the provisions of the first paragraph of Article 11 of the Constitution, electronic signatures are accorded the same legal authority and consequences as traditional signatures, provided that they meet the requirements that have been specified (Naib, 2026).

Electronic contracts that define electronic transactions are legally binding on the parties concerned, as stated clearly in the first paragraph of Article 18 of the Information Technology and Electronic transactions Law (Utomo & Thukuse, 2025). As far as the international electronic transactions that are carried out by the parties are concerned, the article stipulates in paragraph two that the parties have the opportunity to choose the law that will be observed. According to the first paragraph of Article 17, which specifies all of these options, the implementation of electronic transactions may take place in either the public or private sector. This is stated clearly. In order for the parties involved in the electronic transaction to engage with one another and/or exchange electronic information and/or electronic documents while the transaction is taking place, they are necessary to exhibit good faith towards one another (I. C. Law, Suparidho, Mulyana, & Law, 2025). It is in the second paragraph of Article 17 that this obligation is highlighted.

It should be noted, on the other hand, that the ITE Law does not include any explicit criteria that pertain to the verification of the legal understanding of the parties who are engaging in electronic transactions. Because Article 9 just states that business actors that supply things via electronic systems are obligated to give information that is full and correct, there is no duty to examine the legal competence of consumers. This is because there is no requirement to analyze the legal competence of customers. Article 22 does not regulate the verification process for users of electronic systems, despite the fact that it is responsible for controlling the registration of operators of electronic systems (Widjaja, Rahma, & Riyanto, 2025). The absence of this arrangement results in the creation of a legal void, which serves the purpose of ensuring that the party that is responsible for carrying out the electronic transaction is a competent party in accordance with the law.

The deployment of electronic systems and transactions is addressed in a regulation that was published by the government in 2019 and given the number 71. This regulation offers further technical arrangements in relation to electronic transactions. In accordance with the provisions of the first paragraph of Article 40, electronic transactions are required to contain, at the very least, the identifying information of the parties involved, the aims and specifications, the transaction requirements, and the transaction prices or values. Article 48 governs the bidding procedure, which must be carried out via an electronic system, and Article 49 supervises the acceptance of bids. Both of these articles are concerned with the acceptance of bids that result in legally binding agreements between the parties.

Authentication in electronic transactions is governed by Article 52, which states that transactions that are handled electronically are required to use the electronic system that has been agreed upon among the parties involved (Hayati, 2026). Authentication of electronic transactions may be conducted by the use of access codes, biometrics, or any other means that have been mutually agreed upon by both parties, as stated in Article 53. This has the potential to be accomplished. Instead of focusing on the verification of the party's legal knowledge, this legislation on authentication puts a higher emphasis on the technical verification that the party starting the transaction is the party that is permitted to access the account. This is in contrast to the law that was previously in effect.

Regulatory provisions in Article 65 of the Electronic Communications Regulations stipulate that it is the responsibility of operators of electronic systems to ensure that the systems they employ are secure, dependable, and accountable (Jurisprudence, Mustika, Anggraini, Octaviani, & Hasmiati, 2026). It is important to note, however, that the operator of the electronic system is not obligated to investigate the user's legal competence in any manner, shape, or form under any circumstances. This is because there is no legislation that expressly mandates that this be done. Article 81 is a regulation that governs the protection of personal data; however, it places a greater emphasis on the privacy and security of data, rather than on the verification of identity in order to guarantee legal competence. This is because these two aspects are more important than the verification of identity. To add insult to injury, the difficulty of demonstrating legal expertise in electronic transactions has not been resolved by PP 71/2019, which has not provided a remedy to the issue.

Indonesian E-Commerce Legal Gaps Analysis

A examination of the legislative framework that controls e-commerce in Indonesia reveals that there is a significant gap in the judicial system in Indonesia with regard to the legal competence of contract topics. Even though the ITE Law and PP 71/2019 have laid the groundwork for electronic transactions from a legal standpoint, none of these regulations address the mechanism that is accountable for verifying the legal knowledge of the parties participating in the transaction (Siregar, 2025). The laws that are now in existence put a larger focus on the technical aspects of the deployment of electronic systems, data security, and the authenticity of electronic documents. As a consequence, this gap is created as a result of this increased emphasis. On the other hand, they do not take into account the elements of the criteria that are crucial in determining whether or not the agreement is legitimate in accordance with the Civil Code.

When the ecology of internet commerce is taken into account, the lack of a legal vacuum leads to legal uncertainty for the various parties who are involved. It is not clear if and to what extent e-commerce platforms have a legal obligation to verify the legal competence of its users or whether they just provide a means of transaction. In the event that it is discovered that the purchaser is a person who lacks the necessary understanding, there is no guarantee that the transaction that has been carried out is legitimate. Sellers and merchants alike are affected by this fact. It's possible that consumers, especially minors, might not have enough legal protection against transactions that could not be beneficial to them from a legal standpoint. With regard to financial dealings, this is particularly true.

This gap in the law might be closed by a variety of different approaches, depending on the theoretical framework that the legal system is based on. Legal interpretation is the first way, and it begins with the application of the provisions of the Civil Code requiring legal competence to transactions that take place via e-commerce. In spite of this, the ITE Law, which is a lex specialis for electronic transactions, is required to be subject to the primary principles of contract law that are contained in the National Civil Code. These rules are lex generalis in aspects of the law that are not especially governed (Bangun & Prakarsa, 2025). This approach is based on the principle of lex specialis derogat legi generali, which emphasizes that the ITE Law must be subject to these general principles. This principle serves as the foundation for this approach. The second way in which this can be accomplished is through the utilization of legal analogy, which involves the utilization of laws from other industries that have regulated identity verification, such as the OJK legislation for digital financial services. Third, for the aim of creating new laws that expressly restrict legal competence in the context of transactions involving e-commerce, the objective of this legislative proposal is to create new laws.

Article 1320 of the Civil Code remains to be the fundamental reference for assessing whether or not electronic contracts are valid. This is especially true with regard to the criteria for competence involved. This recognition does not exempt the parties of the obligation to complete the standards that, according to the Civil Code, are essential for the agreement to be deemed legally binding. This is the case despite the fact that the ITE Law acknowledges the acceptance of electronic contracts as legitimate (Simamora, Ginting, Mariam, Rantung, & Kaunang, 2025). Despite the fact that it is allowed to repudiate contracts for e-commerce that were established by parties who had the essential skills, it is still feasible to do so on the basis of the criteria of Article 1330 jo on the subject. Due to the fact that the contract is formed electronically, Article 1446 of the Civil Code applies to it, despite the fact that it is affected by it.

One of the most significant difficulties that arises when attempting to apply Article 1320 of the Civil Code to the realm of online trading is the problem of establishing that the individual in question possesses legal knowledge (Meytiara & Dadek, 2026). In the case of conventional transactions, the ability to do the task at hand may be validated by the direct verification of identity documents. On the other hand, when it comes to electronic transactions, which are both anonymous and paperless, this verification becomes more difficult to do. Who is responsible for presenting proof that proves legal competence in the context of online commercial transactions? This is the most crucial question that arises from this situation. Who is the party that is relying on the legality of the contract, or who is the party that is asserting that the other party is incapable of taking responsibility for their actions?

In the Civil Code, Article 1865 serves as the foundation for the concept of evidence in the judicial system. It states that anyone who asserts that he has a right, wants to establish his own rights, or rejects the rights of others, referring to an event, is required to demonstrate that he possesses such a right or that the event in question actually took place on the date in question (Chai Chelsea Septiani Mentari, 2026). The assertion of this requirement is made in a manner that is in agreement with the idea of evidence. As a consequence of this, the party that asserts that the other side is incompetent is the one who is required to bring forward proof of such incompetence. However, when it comes to the actual practice of e-commerce, this evidence becomes difficult to provide because transactions are carried out electronically without the proper physical documentation verifying the identity and legal capacity of the individuals involved. This renders the evidence difficult to provide.

The implementation of a solution that requires the acceptance of the notion of presumption of capacity is something that must be considered. In accordance with this strategy, it is presumed that all individuals who participate in e-commerce transactions are competent, unless it can be demonstrated beyond a reasonable doubt that this is not the case. To be able to provide protection for parties that are conducting transactions in good faith, however, this assumption needs to be moderated by the requirement that e-commerce platforms establish a reasonable verification system. This is necessary in order for the platforms to be able to provide protection (Rahmayanti, 2026). This method, which is in line with the philosophy, adheres to the idea of striking a balance between legal clarity and legal protection in economic transactions. This is compatible with the philosophy.

The legal responsibility that is imposed by e-commerce platforms is one of the most crucial issues that has to be taken into account since it falls inside the framework of the legal knowledge that consumers possess. To what extent does the platform have the obligation to verify the amount of legal knowledge had by the user, or does it only operate as a middleman that provides a means of transaction without assuming responsibility for the legitimacy of the contract that is made via its infrastructure? This is a very important matter to consider, especially when one considers that there are no rules that are more specific.

There are a few alternative models of intermediary duty in electronic transactions that may be found in legal theory. These models include a variety of possibilities (Lubis, 2026). When it comes to the first sort of model, which is referred to as the passive intermediary model, the platform is not responsible for the content or transactions that take place; rather, it only provides technological tools. The core of the transaction is not affected in any way by this situation. This second sort of model is referred to as the active intermediate model, and it is distinguished by the fact that the platform is in charge of and aware of the transactions that take place. As a result, it is accountable for certain responsibilities. The hybrid model is the third model, and its existence is contingent upon the level of engagement and control that the platform possesses. In this model, the responsibilities of the platform are gradually increased over the course of time.

The responsibilities of business actors who offer commodities using electronic systems are outlined in Article 9 of the Information Technology and Trade Law in Indonesia (Saleh, Supriyadi, Saleh, & Arief, 2026). It is necessary for them to provide information that is not just exhaustive but also correct in order to fulfill these standards. Despite the fact that it does not directly regulate the verification of legal competence, it is feasible to consider this article as an obligation for business actors to ensure that transactions that take place via their platforms are carried out legally and in conformity with the law. This is a reality that may be seen as a duty. The significance of this interpretation is greatly increased in light of Article 65 of PP 71/2019, which stipulates that operators of electronic systems are obligated to ensure that the systems they use are safe, trustworthy, and responsible (Algamar & Munir, 2024).

On the basis of a juridical analysis, it is conceivable to assert that e-commerce platforms have a duty of care to make reasonable efforts in verifying the legal proficiency of users, especially for transactions that entail high-risk or high-value transactions. This is a claim that may be made. It is possible to adjust this level of "reasonable effort" in order to match the size of the platform, the kind of transaction that is being conducted, and the risks that are involved. It is necessary for larger platforms that possess the necessary technological and financial resources to develop verification standards that are more strict than those that are executed by smaller platforms. In the same way that straightforward cash transactions need more strict verification, credit or paylater transactions that include long-term relationships require verification that is even more demanding.

CONCLUSION

It is important to note that there is a significant legal void in Indonesia with regard to the regulation of the legal proficiency of contract subjects in e-commerce agreements. This is the situation that has arisen, despite the fact that Article 1320 of the Civil Code states that proficiency is one of the prerequisites for the legality of the agreement, and this provision continues to apply to electronic contracts, e-commerce rules such as ITE Law Number 11 of 2008 indicate that this is the situation that has arisen. There are no clear regulations regarding the procedure for measuring the legal competence of the parties participating in electronic transactions, and neither Law Number 19 of 2016 nor Government Regulation Number 71 of 2019 contain any such standards. Due to the fact that neither of these laws or rules were established in 2019, this is the case. The fact that there are several criteria for the age limit in a variety of laws and regulations makes this legal vacuum even more difficult to deal with. As an example, the Marriage Law stipulates that a person must be 19 years old, the Civil Code stipulates that a person must be 21 years old, and the kid Protection Law stipulates that a kid is defined as any individual who is less than 18 years old.

The manner in which e-commerce platforms are used in Indonesia demonstrates that the existing system for verifying the identity of users is still extremely fundamental and is not as effective as it should be in order to ensure that users are within the law. In order to bring about a thorough reform in the legislation, a number of strategic actions are required. To begin, the establishment of laws that directly oversee legal expertise in e-commerce is a step toward improving established regulations. For instance, platforms have to be mandated to verify with appropriate criteria based on a risk-based approach because of the risks involved. Creating a national digital identity verification infrastructure that is linked to a population database is the second step that has to be taken. Specifically, according to Law Number 27 of 2022, this will safeguard personal information while enabling e-commerce websites to do real-time examinations. Third, the establishment of channels through which parents may provide authorization for transactions involving their children and restrict them access to potentially hazardous products or characteristics. Fourth, there is a need to increase people's ability to use technology and educate them more about the legal hazards associated with doing business online than they already are. with the fifth place, the development of an efficient method for resolving differences via the use of Online Dispute Resolution (ODR) with respect to legal concerns. In order to put these recommendations into effect, the government, regulators, industry players, academia, and consumer protection organizations will need to collaborate in order to guarantee that everyone will reap the advantages of an e-commerce ecosystem that is secure, equitable, and in compliance with the law. In addition to this, this will assist in the growth of the digital economy in Indonesia in a manner that is sustainable.

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