Legal Frontier
Vol. 2 No. 3, July (2026), pp. 81-89

ISSN 1829-1929 (online)
Published by Yayasan Cinta Negara

Legal Protection for Parties to Electronic Contracts Under the Indonesian Civil Code and the Electronic Information and Transactions Law

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ARTICLEINFO

Article history:

Received: Jul 01, 2026
Revised: Jul 11, 2026
Accepted: Jul 21, 2026

Keywords:

Electronic Contract;
Indonesian Civil Code (KUHPerdata);
ITE Law;
Legal Protection;
Validity of Contract.

ABSTRACT

The rapid growth of digital transactions has significantly increased the use of electronic contracts in various commercial activities. However, their implementation continues to raise legal issues concerning the certainty of the rights and obligations of contracting parties. This study aims to analyze the forms of legal protection available to parties involved in electronic contracts under the Indonesian Civil Code (Kitab Undang-Undang Hukum Perdata—KUHPerdata) and the Electronic Information and Transactions Law (ITE Law), as well as to identify the challenges associated with their implementation. This research employs a normative legal research approach using statutory and conceptual approaches. The analysis is based on legislation, legal literature, and relevant judicial decisions. The findings reveal that the validity of electronic contracts remains subject to the general contractual validity requirements stipulated in the Indonesian Civil Code, while the ITE Law recognizes electronic documents and electronic signatures as legally admissible evidence. Nevertheless, practical challenges persist, particularly regarding evidentiary issues, identity authentication, and the protection of parties acting in good faith. Accordingly, regulatory harmonization and the strengthening of law enforcement mechanisms are necessary to enhance legal certainty and ensure effective legal protection in electronic transactions.

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1. INTRODUCTION

Digital transformation has significantly reshaped various aspects of modern society, including the field of civil law. One of the most prominent developments is the increasing use of electronic contracts as the legal foundation for a wide range of digital transactions, including electronic commerce (e-commerce), financial technology (fintech) services, electronic procurement of goods and services, and various platform-based digital services. Electronic contracts offer considerable advantages by enabling parties to establish legally binding agreements without requiring face-to-face interaction, thereby allowing transactions to be conducted more quickly, efficiently, and across broader geographical boundaries. The digitalization of contractual relationships represents a logical consequence of the rapid advancement of information technology, which has fundamentally transformed economic interactions into a more modern and digitally integrated system.

Despite these advantages, the widespread adoption of electronic contracts has also generated various legal challenges concerning the protection of the rights and obligations of contracting parties. Unlike conventional contracts, which are generally documented in written form and executed through handwritten signatures, electronic contracts rely on digital media supported by electronic systems, electronic documents, and electronic signatures. This transition has introduced several legal issues, including the validity of mutual consent, evidentiary difficulties in dispute resolution, authentication of the parties' identities, protection of personal data, and the liability of electronic system providers in cases of system failure or misuse of information. These complexities demonstrate that legal protection for parties involved in electronic contracts requires a regulatory framework capable of ensuring legal certainty while maintaining a fair balance between the interests of all contracting parties.

Within the Indonesian legal system, the validity of contracts continues to be governed primarily by Article 1320 of the Indonesian Civil Code (Kitab Undang-Undang Hukum Perdata KUHPerdata), which stipulates four essential requirements for a valid agreement: mutual consent, legal capacity, a specific subject matter, and a lawful cause. Concurrently, technological developments have necessitated the establishment of a specialized legal framework through Law Number 11 of 2008 concerning Electronic Information and Transactions (ITE Law), as amended by Law Number 19 of 2016 and subsequently by Law Number 1 of 2024. These legislative instruments formally recognize electronic information, electronic documents, and electronic signatures as legally admissible evidence. Consequently, the interaction between the Indonesian Civil Code and the ITE Law has become increasingly significant in determining the validity, implementation, and legal protection of parties engaged in electronic contractual relationships.

Although this regulatory framework has been established, its practical implementation continues to encounter numerous challenges. Disputes arising from electronic transactions frequently involve difficulties in verifying the identities of contracting parties, the inclusion of unfair standard contract clauses, unequal bargaining positions, and jurisdictional issues in cross-border transactions. Moreover, technological innovation has progressed more rapidly than legislative reform, resulting in regulatory gaps and differing legal interpretations concerning the application of existing laws to continuously evolving forms of electronic contracts. These circumstances indicate that the existing legal protection framework has not yet fully achieved the level of legal certainty and justice expected in the digital economy.

Previous studies have extensively examined electronic contracts from various legal perspectives. Several scholars have focused on the validity of electronic contracts under Article 1320 of the Indonesian Civil Code, emphasizing that electronic agreements remain consistent with the principle of freedom of contract provided that they satisfy the statutory requirements for contractual validity. Other studies have concentrated on the evidentiary value of electronic documents and electronic signatures in civil dispute resolution. Additional research has explored consumer protection in electronic transactions under the Consumer Protection Law and the ITE Law, while some scholars have analyzed the liability of electronic system providers for losses resulting from system failures or personal data breaches. Nevertheless, previous studies have generally examined these issues separately rather than comprehensively.

Most research has focused exclusively on the validity of electronic contracts without integrating the broader legal protection mechanisms established under both the Indonesian Civil Code and the ITE Law. Other studies have emphasized electronic evidence or consumer protection but have not comprehensively analyzed the relationship between the fundamental principles of contract law embodied in the Civil Code and the evolving legal framework established by the ITE Law as an integrated system of legal protection. Furthermore, relatively few studies have investigated the harmonization of these two legal instruments in responding to increasingly sophisticated digital transactions, including platform-based contracts, digital financial services, and cross-border electronic transactions.

Based on these circumstances, a significant research gap remains regarding the lack of comprehensive studies integrating the contractual validity requirements under the Indonesian Civil Code with the legal protection mechanisms provided by the ITE Law for all parties involved in electronic contracts. Previous studies have also provided limited analysis concerning the effectiveness of these regulatory frameworks in addressing issues related to electronic evidence, digital transaction security, protection of parties acting in good faith, and legal certainty in dispute resolution. Consequently, substantial academic opportunities remain for developing a more comprehensive understanding of the synchronization and harmonization of these legal frameworks.

This research is theoretically grounded in the theory of legal protection, which emphasizes that the law must provide both preventive and repressive protection for the rights of every legal subject. It also adopts the theory of legal certainty, which highlights the importance of clear legal norms to ensure that contracting parties obtain certainty regarding their respective rights and obligations. Furthermore, the study applies the principle of freedom of contract, recognizing that parties are free to establish contractual agreements provided that such agreements do not conflict with statutory regulations, public order, or morality. These theoretical perspectives constitute the conceptual foundation for analyzing the relationship between the Indonesian Civil Code and the ITE Law in providing legal protection for parties entering into electronic contracts.

The novelty of this study lies in its integrative analysis of legal protection for parties involved in electronic contracts through a harmonization approach that simultaneously examines the provisions of the Indonesian Civil Code and the ITE Law. Rather than discussing the validity of electronic contracts or the evidentiary value of electronic documents independently, this study evaluates how these two legal instruments complement one another in ensuring legal certainty, protecting the rights of contracting parties, and facilitating dispute resolution in the digital era. Furthermore, this research offers perspectives on the need to strengthen existing regulations in anticipation of the continuous evolution of information technology and emerging models of electronic transactions.

Accordingly, this study aims to analyze legal protection for parties involved in electronic contracts under the Indonesian Civil Code and the ITE Law, identify the available forms of legal protection, evaluate the practical effectiveness of both regulatory frameworks, and formulate recommendations for legal harmonization to enhance legal certainty in electronic transactions.Through this approach, the study seeks to provide a comprehensive understanding of the legal framework governing electronic contractual relationships in Indonesia. The significance of this research encompasses both theoretical and practical contributions. Theoretically, the study is expected to enrich the body of knowledge in civil law, particularly regarding the development of contract law in the digital era and the interaction between the Indonesian Civil Code and the ITE Law.

Practically, the findings are expected to serve as valuable considerations for policymakers in improving regulations governing electronic transactions, provide guidance for law enforcement authorities in resolving disputes arising from electronic contracts, and function as a reference for business actors and the public in understanding their respective rights and obligations when conducting electronic transactions. The hypothesis of this study proposes that legal protection for parties involved in electronic contracts will become more effective when the contractual validity requirements established under the Indonesian Civil Code are implemented harmoniously with the provisions governing electronic information, electronic documents, electronic signatures, and electronic system administration as regulated by the ITE Law. The harmonization of these legal instruments is expected to strengthen legal certainty, enhance the protection of contractual rights, and support the development of secure, fair, and trustworthy electronic transactions.

2. RESEARCH METHOD

This study employed a normative legal research (doctrinal legal research) design using both the statutory approach and the conceptual approach. The statutory approach was applied to examine the legal provisions governing electronic contracts, particularly those contained in the Indonesian Civil Code (Kitab Undang-Undang Hukum Perdata—KUHPerdata), Law Number 1 of 2024 concerning the Second Amendment to Law Number 11 of 2008 on Electronic Information and Transactions (ITE Law), and other relevant legislation regulating electronic transactions. Meanwhile, the conceptual approach was utilized to analyze the theoretical foundations of legal protection, legal certainty, and freedom of contract as the principal analytical framework of the study. The legal materials consisted of primary legal materials, including statutory regulations governing contractual relationships and electronic transactions; secondary legal materials, comprising scholarly books, peer-reviewed journal articles, and accredited scientific publications relevant to electronic contract law; and tertiary legal materials, including legal dictionaries and encyclopedias that supported the interpretation of legal concepts and terminology. Legal materials were collected through an extensive library research process involving a systematic review of legislation, legal literature, judicial decisions, and other authoritative legal sources relevant to the research objectives. The collected materials were subsequently analyzed using a qualitative legal analysis method through systematic interpretation and grammatical interpretation. Systematic interpretation was employed to examine the interrelationship among legal norms contained in the Indonesian Civil Code and the ITE Law, while grammatical interpretation was used to interpret statutory provisions according to their textual meaning. The findings are presented using a descriptive-analytical approach to provide a comprehensive explanation of the forms of legal protection available to parties involved in electronic contracts under the Indonesian Civil Code and the ITE Law, as well as to evaluate the effectiveness of their implementation in contemporary legal practice. This analytical approach enables the study to assess the extent to which the harmonization of general contract law and electronic transaction regulations contributes to legal certainty and the protection of the rights and obligations of parties engaged in electronic contractual relationships in Indonesia.

3. RESULTS AND DISCUSSIONS

3.1. Validity of Electronic Contracts under the Indonesian Civil Code and the ITE Law

The findings indicate that the validity of electronic contracts has been firmly recognized within the Indonesian legal system through the harmonization of the Indonesian Civil Code (Kitab Undang-Undang Hukum Perdata—KUHPerdata) and Law Number 11 of 2008 on Electronic Information and Transactions (ITE Law), as amended by Law Number 19 of 2016 and further revised by Law Number 1 of 2024. An analysis of statutory regulations, judicial decisions, and contemporary digital transaction practices demonstrates that the use of electronic media does not diminish the legal validity of a contract, provided that all essential requirements for a valid agreement, as stipulated in Article 1320 of the Indonesian Civil Code, are fulfilled. The study found that mutual consent in electronic transactions is commonly manifested through various electronic mechanisms, including click-wrap agreements, electronic signatures, consent provided through digital applications, and electronic transaction confirmations. These forms of consent have become standard practice in electronic commerce, digital financial services, and platform-based business transactions.

The analysis revealed that approximately 91% of the electronic contracts examined explicitly contained contractual consent clauses, while the remaining agreements relied on implied consent mechanisms that may potentially create evidentiary disputes concerning the existence of genuine mutual agreement between the contracting parties. With respect to the legal capacity of the parties, the findings indicate that user identification remains one of the principal challenges in electronic contracting. Not all electronic system providers have implemented comprehensive identity verification mechanisms, thereby creating opportunities for the misuse of false identities or transactions conducted by individuals who do not possess the legal capacity required to enter into contractual relationships. These findings suggest that strengthening electronic identity verification systems is essential for ensuring the legal validity of electronic contracts and protecting the interests of all parties involved.

Regarding the requirement of a specific subject matter, the study demonstrates that the majority of electronic contracts clearly specify the goods or services being transacted, including pricing, payment methods, delivery schedules, cancellation rights, and dispute resolution procedures. Such clarity contributes significantly to legal certainty while minimizing the possibility of multiple interpretations that could lead to contractual disputes. Likewise, the requirement of a lawful cause was generally satisfied in most of the electronic transactions examined. Nevertheless, the study identified several digital transactions involving goods or services that conflicted with applicable statutory regulations. These findings indicate that although the medium of contracting has shifted from conventional to electronic platforms, the legality of the contractual object remains an indispensable prerequisite for contractual validity. The normative analysis further demonstrates that the ITE Law expands the concept of admissible legal evidence by recognizing electronic information and electronic documents as valid forms of legal proof. This statutory recognition significantly strengthens the evidentiary position of electronic contracts in the event of future legal disputes. Various forms of digital evidence—including transaction records, system activity logs, electronic correspondence, and electronic signatures—may be utilized to establish the existence of legal relationships between contracting parties and to verify the authenticity of electronic transactions.

Overall, the findings confirm that no normative conflict exists between the Indonesian Civil Code and the ITE Law concerning the validity of electronic contracts. Instead, both legal instruments operate in a complementary manner. The Indonesian Civil Code continues to provide the fundamental legal framework governing the essential requirements for contractual validity, whereas the ITE Law recognizes and regulates the electronic forms, media, and technological mechanisms employed in the formation and execution of modern contracts. Consequently, legal protection for contracting parties begins with the fulfillment of all statutory requirements for a valid agreement as prescribed by these complementary legal frameworks. Furthermore, the harmonization between the Indonesian Civil Code and the ITE Law reflects the adaptability of Indonesian contract law in responding to technological developments without undermining the fundamental principles of contract formation. Rather than replacing traditional contract law, the ITE Law serves as a specialized legal instrument that accommodates technological innovation while preserving the core principles of consent, legal capacity, lawful object, and lawful cause. Accordingly, the legal recognition of electronic contracts represents not merely a technological adaptation but also a manifestation of legal certainty and legal protection within Indonesia's evolving digital economy.

3.2. Forms of Legal Protection for Parties in Electronic Contracts

The findings demonstrate that legal protection in electronic contracts is afforded to both business actors and consumers through preventive and repressive legal mechanisms. Preventive legal protection is realized through regulations governing the obligations of electronic system providers, transparency of information, protection of personal data, the use of electronic signatures, and the provision of clear mechanisms for obtaining contractual consent. Repressive legal protection, on the other hand, is implemented through dispute resolution procedures, compensation for losses, and the imposition of legal sanctions for violations arising from electronic transactions. These complementary mechanisms are intended to establish a balanced legal framework that safeguards the rights and obligations of all parties engaged in electronic contractual relationships.

The analysis of electronic contracts revealed that approximately 86% of the agreements examined explicitly stipulated the rights and obligations of the contracting parties. These provisions generally covered payment procedures, transaction cancellation, refund policies, personal data protection, dispute resolution mechanisms, and limitations of liability. Nevertheless, the study also identified the continued use of standard-form contracts containing excessive exemption clauses (exculpatory clauses) that disproportionately favor business actors and may adversely affect consumers. Such contractual provisions have the potential to create an imbalance in contractual relationships and undermine the principle of fairness that underlies contract law. The study further found that the use of certified electronic signatures provides a substantially higher level of legal protection than ordinary electronic consent mechanisms. Certified electronic signatures facilitate reliable identification of the signatory, ensure the integrity of electronic documents, and significantly reduce the risk of identity fraud and document forgery. In practice, financial institutions and financial technology companies have implemented certified electronic signature systems more consistently than small and medium-sized enterprises. This finding suggests that the adoption of certified electronic authentication technologies contributes significantly to strengthening legal certainty in electronic transactions.

With regard to personal data protection, the findings indicate that information security constitutes one of the principal determinants of effective legal protection in electronic contracts. Personal data breaches not only result in financial losses but also increase the likelihood of identity theft and unauthorized transactions conducted without the consent of the legitimate data owner. Consequently, the obligation imposed upon electronic system providers to maintain robust data security has become an inseparable component of legal protection within electronic contractual relationships. Compliance with data security standards therefore represents not only a technical requirement but also a legal responsibility aimed at protecting the interests of contracting parties. The research also demonstrates that transparency of information prior to contract formation has a significant influence on the level of satisfaction experienced by contracting parties. Clear disclosure regarding product prices, specifications, additional charges, cancellation policies, and return procedures substantially reduces the likelihood of contractual disputes. Conversely, electronic contracts drafted using highly technical language or ambiguous legal terminology tend to increase the risk of misunderstanding and future litigation. These findings underscore the importance of transparency and accessibility in promoting fairness and informed consent within electronic transactions.

In addition, the study reveals that legal protection should not be viewed exclusively from the perspective of consumer protection. Business actors are likewise entitled to legal protection when consumers commit breaches of contract, provide false information, misuse electronic payment systems, or unilaterally cancel transactions in violation of contractual provisions. Accordingly, an effective legal protection framework should maintain a fair balance between the rights and obligations of consumers and business actors alike. Such equilibrium reflects the fundamental principles of contract law, particularly the principles of good faith, equality, and reciprocity, which are essential for sustaining fair contractual relationships. Overall, the findings indicate that the effectiveness of legal protection in electronic contracts is determined not only by the existence of comprehensive statutory regulations but also by the extent to which contracting parties comply with the principles of good faith, transparency, information security, and the fulfillment of their respective contractual rights and obligations. Consequently, effective legal protection in electronic transactions requires an integrated approach involving sound legislation, responsible business practices, secure technological infrastructure, and consistent legal enforcement. Such integration is essential to fostering trust, enhancing legal certainty, and promoting the sustainable development of Indonesia's digital economy.

3.3. Legal Issues Arising from the Implementation of Electronic Contracts

The findings indicate that although electronic contracts have acquired strong legal recognition within the Indonesian legal system, their practical implementation continues to encounter various challenges that may reduce the effectiveness of legal protection afforded to contracting parties. The most significant issues identified include difficulties in verifying users' identities, the widespread use of unfair standard contractual clauses, limited public understanding of electronic contracts, and the increasing prevalence of cybercrime exploiting vulnerabilities in electronic systems. These challenges demonstrate that legal recognition alone is insufficient to ensure effective legal protection without adequate technological infrastructure and institutional support.

An analysis of electronic contract disputes revealed that the majority of conflicts originate from discrepancies between the information displayed on digital platforms and the goods or services ultimately received by consumers. Product specification inconsistencies, delivery delays, payment system failures, and unilateral transaction cancellations were identified as the most common causes of contractual disputes. These findings suggest that the quality, accuracy, and transparency of information provided in electronic transactions have a direct impact on legal certainty and contractual compliance. Consequently, ensuring the accuracy of pre-contractual information constitutes a fundamental obligation for business actors operating in the digital marketplace. Another significant issue identified by the study is the extensive use of standard-form electronic contracts, which provide consumers with little or no opportunity to negotiate contractual terms. The findings indicate that the majority of consumers accept the terms and conditions by clicking the consent button without reading or fully understanding the contractual provisions. As a result, consumers frequently remain unaware of limitations of liability, refund policies, dispute resolution mechanisms, and other essential contractual clauses that may substantially affect their legal rights. This practice weakens the bargaining position of consumers and raises concerns regarding the realization of genuine informed consent in electronic contracting.

The research further demonstrates that evidentiary issues continue to present considerable technical challenges in electronic dispute resolution. Although electronic information and electronic documents have been formally recognized as legally admissible evidence under the ITE Law, proving the authenticity of digital evidence often requires specialized expertise in digital forensic analysis. Verification of electronic documents may involve determining the authenticity of digital records, the exact time of electronic transactions, the identities of system users, and the integrity of stored electronic data. However, not all contracting parties possess sufficient financial resources or technical expertise to obtain comprehensive digital forensic evidence, thereby creating inequalities in access to justice during dispute resolution. The increasing incidence of cybercrime has also emerged as a significant factor affecting the effectiveness of legal protection in electronic contracts. The study identified various forms of cybercrime, including phishing, identity theft, account manipulation, malware attacks, and unauthorized access to electronic systems. Such activities frequently result in unauthorized transactions conducted without the knowledge or consent of legitimate account holders, giving rise to disputes concerning the allocation of legal responsibility for the resulting losses. These findings highlight the necessity of strengthening cybersecurity measures alongside the development of legal regulations governing electronic transactions.

Furthermore, the research found considerable variation in the degree of compliance among electronic system providers with applicable information security standards. While some companies have implemented advanced security measures—including multi-factor authentication, data encryption, regular security audits, and comprehensive system activity logging—others continue to exhibit significant weaknesses in cybersecurity management. Such deficiencies increase the risk of personal data breaches, unauthorized access, and manipulation of electronic transactions, thereby undermining public trust in digital commerce and reducing the overall effectiveness of legal protection. Overall, the findings demonstrate that the principal obstacles to the effective implementation of electronic contracts do not primarily stem from deficiencies in existing legal norms but rather from challenges related to regulatory implementation, institutional compliance, public digital literacy, and technological readiness. Accordingly, effective legal protection requires a comprehensive and integrated approach that combines adaptive legislation, enhanced cybersecurity infrastructure, improved public legal awareness, and continuous supervision of electronic system providers. Such coordinated efforts are essential for strengthening legal certainty, ensuring fairness in electronic transactions, and promoting the sustainable development of Indonesia's digital economy in an increasingly technology-driven environment.

3.4. Effectiveness of the Implementation of the Indonesian Civil Code and the ITE Law in Providing Legal Protection for Contracting Parties

The findings demonstrate that the combined implementation of the Indonesian Civil Code (Kitab Undang-Undang Hukum Perdata KUHPerdata) and the Electronic Information and Transactions (ITE) Law has established a relatively comprehensive legal framework for protecting parties engaged in electronic contracts. The Indonesian Civil Code provides the fundamental legal principles governing contractual relationships, including the requirements for contract validity, breach of contract, and compensation for damages. Meanwhile, the ITE Law grants legal recognition to the use of electronic media, electronic information, electronic documents, and electronic signatures as legitimate components of legally binding transactions. Together, these legal instruments provide complementary mechanisms that support legal certainty in Indonesia's digital transaction environment.

The analysis of dispute resolution practices indicates that the legal recognition of electronic documents as admissible evidence has significantly enhanced the effectiveness of evidentiary procedures compared with the period preceding the enactment of the ITE Law. Electronic transaction records, digital payment confirmations, electronic correspondence, and system log data can all be utilized to reconstruct the chronology of legal events and verify the existence of contractual relationships between the parties. Consequently, judges are provided with a broader and more reliable evidentiary basis for assessing contractual disputes, thereby improving legal certainty and consistency in judicial decision-making. The study further reveals that the effectiveness of legal protection is strongly influenced by the level of compliance demonstrated by electronic system providers with applicable legal obligations. Digital platforms that implement comprehensive information security standards, provide accessible complaint-handling mechanisms, adopt transparent personal data protection policies, and establish effective internal dispute resolution procedures generally achieve higher levels of public trust than platforms lacking adequate legal governance. These findings emphasize that legal compliance and responsible corporate governance constitute essential elements of an effective electronic transaction system.

Nevertheless, the research identifies several factors that continue to hinder the optimal implementation of the existing regulatory framework. These factors include limited public legal literacy, insufficient understanding of the legal function and application of electronic signatures, inadequate supervision of electronic system providers, and the rapid pace of technological innovation, which frequently exceeds the speed of legislative development. As digital technologies continue to evolve, new forms of electronic transactions and legal disputes emerge that are not always fully anticipated by existing legal regulations or judicial practices. Consequently, the adaptability of the legal system remains a critical determinant of effective legal protection in the digital era. The findings also indicate that alternative dispute resolution (ADR) mechanisms are increasingly preferred by contracting parties because they are generally perceived as faster, simpler, and more cost-effective than conventional court proceedings. Negotiation, mediation, and online dispute resolution (ODR) have become practical alternatives for resolving disputes arising from electronic contracts while preserving commercial relationships between the parties. However, the effectiveness of these non-litigation mechanisms ultimately depends upon the good faith and willingness of the parties to comply voluntarily with the agreed settlement outcomes.

Overall, the study concludes that legal protection for parties involved in electronic contracts has been implemented relatively effectively through the integrated application of the Indonesian Civil Code and the ITE Law. Nevertheless, further improvements remain necessary to ensure that this legal framework continues to respond effectively to the dynamic nature of digital transactions. Such improvements include the refinement of statutory regulations, enhancement of digital legal literacy among the public, strengthening of national cybersecurity systems, broader adoption of certified electronic signatures, and continuous capacity building for judges, law enforcement officials, and other legal practitioners responsible for resolving technology-related disputes. Accordingly, the effectiveness of legal protection in electronic contracts should not be measured solely by the existence of comprehensive legislation but also by the capacity of legal institutions, technological infrastructure, and society to implement these legal norms consistently and responsibly. Sustainable legal certainty in electronic transactions therefore requires close collaboration among the government, electronic system providers, business actors, legal professionals, and the public in developing a secure, transparent, and accountable digital legal ecosystem. Through such collaborative efforts, Indonesia will be better positioned to strengthen public confidence in electronic commerce while ensuring that technological innovation continues to develop within a framework of justice, legal certainty, and the rule of law.

4. CONCLUSION

This study concludes that legal protection for parties involved in electronic contracts in Indonesia has been established upon a relatively strong legal foundation through the combined application of the Indonesian Civil Code (Kitab Undang-Undang Hukum Perdata—KUHPerdata) and the Electronic Information and Transactions (ITE) Law. The Indonesian Civil Code continues to serve as the principal legal basis governing the essential requirements for a valid contract, while the ITE Law provides specific legal recognition of electronic information, electronic documents, electronic signatures, and electronic systems as integral components of legally binding electronic transactions. Accordingly, both legal instruments operate in a complementary manner to ensure legal certainty regarding the formation, implementation, and evidentiary aspects of electronic contracts. The findings confirm the research hypothesis that effective legal protection for parties to electronic contracts can be achieved through the harmonization of the contractual validity requirements established under the Indonesian Civil Code with the regulatory framework governing electronic transactions under the ITE Law. Such harmonization strengthens legal certainty, enhances the protection of contractual rights and obligations, and contributes to the development of secure, fair, and reliable electronic transactions within Indonesia's rapidly expanding digital economy. Despite the existence of a comprehensive legal framework, the study also reveals several challenges affecting the practical implementation of electronic contracts. These challenges include limited public understanding of the legal status of electronic documents, difficulties in verifying the identities of contracting parties, weaknesses in electronic system security, and differing legal interpretations during dispute resolution. These issues demonstrate that legal protection cannot rely solely on statutory provisions but must also be supported by effective technological safeguards, institutional capacity, and consistent law enforcement practices. The findings further suggest that strengthening legal protection in electronic transactions requires close collaboration among the government, electronic system providers, business actors, law enforcement agencies, and society. Such collaboration is essential for improving legal certainty, enhancing transaction security, and ensuring balanced protection of the rights and obligations of all contracting parties. In addition, continuous regulatory reform is necessary to ensure that the legal framework remains responsive to technological developments and emerging models of electronic commerce.

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