

ABSTRACT

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“THE CHARACTERISTICS OF BREACH OF CONTRACT DUE TO LEGITIMATE SALES AGREEMENT IN E-COMMERCE”

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Sales agreement in e-commerce is not much different from an ordinary agreement, the only difference use electronic media. The formulation of problem, how to validity of sales agreement in e-commerce related to Article 1320 of the Civil Code? and how to the legal consequences if there is a breach of contract in e-commerce? The purpose of research to describe and explain validity of sales agreement and consequences of breach of contract in e-commerce. Research uses normative legal with secondary data and additional data. This research approach uses principles of contract law and principle of preference also with interpretation, as well as legal norms. Results of study there was a mechanism for buying and selling agreements in e-commerce, namely, offering, receiving, paying, and sending. Article 1320 of the Civil Code regarding validity of the agreement namely, consent between those who bind themselves, capacity of the respective parties to conclude an obligation, certain subject matter, and legal cause. So, the conditions must be met in order for the agreement to be implemented. In e-commerce sometimes lead to legal consequences that may harm the interests of parties, especially buyers who are harmed by the seller because the seller has breach of contract. So that, buyer may request compensation from the seller based on Article 1267 of the Civil Code. If the seller is not responsible, the parties can resolve the dispute first in e-commerce, if the dispute is not resolved, then last ways in court. To avoid disputes, the parties must guarantee legal certainty in e-commerce.

Keywords: Sales agreement, E-commerce, Breach of contract, Compensation.

References: 57 (1983-2021)