

LEGAL PROTECTION FOR ONLINE ARISAN ADMINS INVOLVING MINORS FROM A CIVIL LAW PERSPECTIVE

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ABSTRACT

Online arisan agreements made by incompetent people can be canceled based on the will of the other party who feels aggrieved. The regulation of online arisan agreements in Indonesia is not specifically regulated by certain laws but is based on several provisions, namely the Civil Code, namely in Article 1320 of the Civil Code concerning the valid conditions of the agreement, Article 1338 of the Civil Code concerning the principle of freedom of contract, Article 1354 concerning borrowing and lending. Law Number 1 of 2024 concerning amendments to Law Number 11 of 2008 concerning Information and Electronic Transactions. The legal consequences of default on online arisan agreements made by minors are based on Article 1367 of the Civil Code which states that parents are responsible for committing defaults in online arisan involving minors to pay compensation and this is in accordance with the provisions of Article 1243 of the Civil Code regulating compensation for costs, losses, and interest due to default. Legal protection for the admin managing the arisan against arisan default by minors is to have the right to receive compensation for failure to fulfill the performance based on Article 1243 of the Civil Code which regulates the replacement of costs, losses, and interest due to default.

Keywords: Agreement, Online Arisan, Children, Civil.

A. Introduction

The increasing globalization of the economy today is growing rapidly and in the development of the new era of technology and science because everything is designed to be implemented as easily as possible, without time or place restrictions. Of course, this development does not only occur in the field of trade but can also occur in other activities and one of them is online arisan.¹

Online arisan as one of the agreements that has grown and developed in society is an anonymous agreement, this is because the arisan agreement is not regulated in the Civil Code. The birth of the online arisan agreement cannot be separated from the existence of the principle of freedom of contract as stated in Article 1338 paragraph (1) of the Civil Code. As an online arisan agreement, it cannot be separated from the existence of the Article that regulates the valid conditions of the agreement, because the birth of the agreement depends on the fulfillment

¹ Hasim Purba. 2022. *Hukum Perikatan dan Perjanjian*, Jakarta: Sinar Grafika, halaman 66.

of the valid conditions of the agreement, both subjective and objective. Article 1320 of the Civil Code determines four conditions that must be present in every agreement, namely agreement, capability, a certain thing, and a lawful cause. An online arisan agreement that has met the valid conditions of the agreement will be valid and legally binding for the parties who make it.

Online arisan agreement creates rights and obligations between its participants and between participants and the admin. However, in practice, online arisan often has problems if there are members who do not pay monthly fees, are late in paying and disappear without any news, fraud determined by the admin or online arisan admin, do not carry out obligations as they should or should be like after getting their share, leave the arisan without paying a fine and leave the arisan without notifying other online arisan participants and the arisan owner who is not responsible for his obligations.

If there is one party that does not fulfill its obligations in an agreement, then the party who feels that he has been harmed can ask for compensation from the party that broke the promise by filing a lawsuit for breach of contract, namely not fulfilling or neglecting to carry out obligations as stipulated in the agreement made. The important thing that must be considered is to ensure that the online arisan agreement between the parties is valid as regulated in Article 1320 of the Civil Code.²

B. Research Methods

A study cannot be called research if it does not have a research method.³ Research methods are one of the factors of a problem that will be discussed.⁴ The study was conducted using secondary data which was analyzed qualitatively using the Desk Research Method.⁵ The literature materials used in writing this research are several references originating from research results, studies, and reviews of several writings which are then summarized into a scientific paper.⁶

² Salim HS. 2022. *Pengantar Hukum Perdata Tertulis (BW)*. Jakarta : Sinar Grafika, halaman 180.

³ Koto, I., Hati, L. P., Manurung, A. S., & Siregar, A. S. (2024). Islamic Holy Days: The Contention of Rukyatul Hillal and Hisab Hakiki Wujudul Hilal Disputes for Muslims in Indonesia. *Pharos Journal of Theology*, 105(2).

⁴ Hanifah, I., & Koto, I. (2025). Legal Protection for Workers with Fixed-Term Employment Agreements Before and After the Job Creation Law. *Kosmik Hukum*, 25(2), 245-256.

⁵ Simatupang, R. S. A. (2024). Pelaksanaan Sistem Peradilan Pidana Anak Di Indonesia Perspektif Nilai Keadilan. *Jurnal Yuridis*, 11(1), 54-63.

⁶ Perdana, S., & Koto, I. (2024). Providing Legal Protection for Consumers Against Standard Clauses/One-sided Agreements Made by Business Actors. *DE LEGA LATA: Jurnal Ilmu Hukum*, 9(1), 23-30.

C. Discussion

Civil law recognizes various types of agreements and one of these agreements is a named agreement and an unnamed agreement. A named agreement is an agreement that has been specifically determined in the Law, while an unnamed agreement is an agreement that is not determined in the Law.

Online arisan can be said to be one type of agreement because the organizer and members of the arisan have reached an agreement. The online arisan agreement does not have a written contract that is signed, but the applicable provisions are written through online communication media, so that in its implementation it is only based on mutual trust. The online arisan agreement can be said to be a written agreement and an anonymous agreement (*innominaat*), namely an agreement that is not regulated in the Civil Code, but already exists in society. This agreement has developed in business practices in Indonesia.⁷ This refers to Article 1338 of the Civil Code and if an agreement has been made, a legal relationship will arise between the parties, such as in the online arisan organizer.

The principle of freedom of contract is a principle that occupies a neutral position in contract law, even though this principle is not translated into legal rules, it has a very strong influence in the contractual relationship between the parties. Freedom of contract is basically a manifestation of free will, an emanation of human rights whose development is based on the spirit of liberalism which glorifies individual freedom.

Freedom of contract in contract law has the meaning of positive and negative freedom of contract. Positive means that the parties have the freedom to make contracts that are binding and reflect the free will of the parties. In other words, a contract is the result of the free will of the parties. With this principle, the formation of a contract and the selection of the contents of the contract are the result of the free will of the parties. Meanwhile, the negative means that the parties are free from an obligation as long as the binding contract does not regulate it.

Legal consequences are the consequences given by law for a legal event or action of a legal subject.⁸ Talking about legal consequences begins with the existence of legal relationships and legal events. Legal consequences arise because of legal relationships where in legal relationships there are rights and obligations. Events or incidents that can give rise to legal

⁷ Salim HS. 2021. *Perkembangan Hukum Kontrak Innominaat Di Indonesia*. Jakarta: Sinar Grafika, halaman 7.

⁸ Marwan Mas.2023. *Pengantar Ilmu Hukum*, Bogor: Ghalia Indonesia, halaman 39

consequences between parties who have legal relationships, these legal events exist in various legal aspects, both public and private law.

The form of compensation mentioned above in its implementation can be detailed in three forms, namely costs, losses and interest. According to Djanius Djamin and Syamsul Arifin, it is stated that the losses that can be requested for compensation are not only in the form of costs that have actually been incurred (*konsten*) or losses that have actually befallen the creditor's property (*schaden*) but also in the form of lost profits (*interessen*), namely the profits that would have been obtained if the debtor had not defaulted (*winstderving*).⁹

In practice, in an agreement if a loss occurs to one party, then the party causing the loss must be responsible for providing compensation to the injured party. The legal basis used in responsibility is Article 1367 of the Civil Code which states that a person is also responsible for losses caused by the actions of people who are his responsibility or caused by goods under his supervision.

The losses for which compensation can be requested are not only those in the form of costs that have actually been incurred or losses that have actually befallen the assets of the debtor but also those in the form of lost profits, namely profits that would have been obtained if the debtor had not been negligent.

D. Conclusion

The regulation of online arisan agreements in Indonesia is not specifically regulated by certain laws but is based on several provisions, namely the Civil Code, namely in Article 1320 of the Civil Code concerning the valid conditions of the agreement, Article 1338 of the Civil Code concerning the principle of freedom of contract, Article 1354 concerning borrowing and lending. Law Number 1 of 2024 concerning amendments to Law Number 11 of 2008 concerning Information and Electronic Transactions. The legal consequences of default on online arisan agreements made by minors are based on Article 1367 of the Civil Code which states that parents are responsible for committing default in online arisan involving minors to

⁹ Djanius Djamin dan Syamsul Arifin. 2020. *Bahan Dasar Hukum Perdata*, Medan: Akademi Keuangan Dan Perbankan, halaman 191.

pay compensation and this is in accordance with the provisions of Article 1243 of the Civil Code regulating compensation for costs, losses, and interest due to default.

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