



Legal Protection For Victims of Online Auction Group As A Result of The Difficulty Of Getting New Members, As Seen From A Civil Law Perspective

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Abstract: Arisan (a social gathering) is an activity where several people pool money or goods of equal value and then draw lots among the participants to determine who wins. Arisan is recognized as an agreement, although it is often based on mutual consent of the participants without formal written agreement. Arisan falls into the category of anonymous agreements. Therefore, when conducting an arisan, the requirements stipulated in Article 1320 of the Civil Code must be considered.

The method used in this research is descriptive and analytical, addressing the research problem, specifically the legal protection of victims of online auction arisan due to the difficulty of attracting new members from a civil law perspective.

The results indicate that the implementation of online auction arisan, which relies on recruiting new members, poses significant legal risks, particularly due to the weak basis of the agreement, which is often verbal and lacks written evidence. Protection for victims of online auction arisan (raising) can be provided, despite the lack of explicit regulations, through general principles of agreements, provisions of the Civil Code, the Electronic Information and Transactions Law (UU ITE), and OJK regulations. Legal actions that victims can take include non-litigation resolutions such as mediation and negotiation, as well as litigation through lawsuit mechanisms.

Keywords: Legal Protection, Arisan, Online.

INTRODUCTION

The COVID-19 pandemic has had a significant impact on various aspects of social and economic life, including social interactions and informal economic activities such as arisan (social savings and credit associations). Large-scale social restrictions (PSBB) and health protocols requiring people to maintain physical distance have driven a shift in arisan activities from conventional face-to-face to online-based ones. Online arisan emerged as a form of community adaptation to maintain social values of togetherness and solidarity, while also serving as a mechanism for small-scale economic circulation amidst limited physical activity. This transition also poses legal and consumer protection challenges, given the lack of specific

regulations governing the mechanisms and accountability of digital-based arisan. The COVID-19 pandemic has not only created a social transformation in arisan practices but also opened up space for academic and legal discourse regarding the need for regulation and oversight of community-based economic activities in the digital realm.

Online arisan is currently very popular among the public, this is because online arisan activities no longer take up time or space and members are promised or lured with large profits, thus giving rise to quite complex problems, one of which is the matter of the agreement within it. Arisan activities are believed to be activities that include agreements or contracts because when holding an arisan, it can automatically be said that there has been an agreement to hold an arisan with certain provisions for a certain amount of money and a certain time period. Arisan can indeed be said to be an agreement even though it has become an activity that is often carried out only based on the agreement of the arisan parties even though there is no written agreement. (Pribadi 2022).

Book III of the Civil Code regulates *verbintenissenrecht*, which also includes the term *overeenkomst*. There are three translations of *verbintenis*, namely obligation, debt, and agreement, while for *overeenkomst* there are two translations, namely agreement and agreement as translations of *overeenkomst*. (Pribadi 2022). Based on Article 1313 of the Civil Code, an agreement is an act by which one or more people bind themselves to one or more other people. It should be noted that the position of arisan agreement in the Civil Code is an agreement that arises as a result of activities that are often carried out by the community, if we look at Article 1319 of the Civil Code which states that all agreements, whether they have a special name or are not known by a certain name, are subject to general regulations, which are contained in this chapter and the previous chapter. (Prastya, Ayu, and Benny Krestian Heriawanto 2023).

Anonymous agreements are agreements that are not regulated in the Civil Code or other laws and regulations, but these agreements arise, grow and develop in a society based on the principle of freedom of contract which states that everyone is free to enter into an agreement with anyone. The existence of anonymous agreements is permitted in society as long as they do not conflict with laws and regulations, public order, and moralit.

Arisan must require an agreement between the two parties, namely the arisan administrator and the arisan participants, then in making the arisan the parties must meet the requirements of being 21 years old as determined by the arisan administrator as a requirement to participate in the online arisan, in the achievement arisan agreement made by the parties, namely where the arisan administrator is required to hand over a sum of money to one of the parties who wins the draw and the arisan participants are required to hand over a sum of money to the administrator so that later the money will be used as money for the draw. The agreement in the arisan of goods or objects that are promised is money that will later be rotated at a specified time according to the provisions of each arisan group.

The problem regarding the arisan occurred at APS, which is the manager of an arisan called "Arisan Ayu" which was established in 2020 until now, to manage the arisan APS has a member, namely SMJ who joined since November 2022. On January 4, 2024, SMJ offered an arisan auction system to APS, the arisan auction was an action outside the internal Arisan Ayu. The arisan system offered by SMJ makes APS an intermediary that offers to Arisan Ayu participants to buy auction arisan. The arisan offered was then purchased by Arisan Ayu participants in accordance with the agreement agreed between APS and SMJ. However, as of July 11, 2024, an amount of money has been transferred from APS to SMJ amounting to Rp. 370,436.00 (three hundred seventy million four hundred thirty-six thousand rupiah). However, as of March 2024 until now, SMJ has not fulfilled its obligation to make arisan payments and has not granted arisan auction rights to Arisan Ayu participants who participated in the auction.

Another case, reported by detiknews.com, involved an online arisan (social savings and credit) that occurred in October 2021. A person with the initials G, residing in Grobogan, Central Java, offered an arisan he managed through Facebook under the name Opslot Arisanco. This arisan system promised profits ranging from Rp 250,000.00 (two hundred and fifty thousand rupiah) to Rp 3,100,000.00 (three million one hundred thousand rupiah) within four days. Eventually, some online arisan members transferred between Rp 5,000,000.00 (five million rupiah) and Rp 19,000,000.00 (nineteen million rupiah). However, on September 13, 2021, the arisan did not run smoothly, and many members who were initially promised large profits actually lost their money and were not paid by the arisan owner. The number of victims of Opslot Arisanco reached 208 victims and the total loss reached IDR 2,000,000,000.00 (two billion rupiah). (Purbaya 2021).

The arisan case also occurred in Mojokerto, carried out by the initials E who deceived six women from Mojokerto and Pasuruan with the online arisan auction mode. The victims who suffered losses amounting to Rp 653,500,000.00 (six hundred fifty-three million five hundred thousand rupiah). The six victims were the initials N, a resident of Watukosek, Gempol, Pasuruan who lost Rp 369,000,000.00 (three hundred sixty-nine million rupiah), SFN, a resident of Wiyu Village, Pacet, Mojokerto who lost Rp 114,000,000.00 (one hundred and fourteen million rupiah), and L, a resident of Pekukuhan Village, Mojokerto who lost Rp 70,000,000.00 (seventy million rupiah). The initials EI, a resident of Pekukuhan Village, Mojokerto, lost Rp. 40,000,000.00 (forty million rupiah), TT, a resident of Randubango Village, Mojokerto, lost Rp. 32,000,000.00 (thirty two million rupiah), and FMF, a resident of Candiharjo Village, Ngoro, Mojokerto, lost Rp. 28,500,000.00 (twenty eight million five hundred thousand rupiah). (Budianto 2025).

Based on the problems above, the researcher is interested in researching and studying in more depth Legal Protection for Victims of Online Auction Arisan Due to the Difficulty in Getting New Members from a Civil Law Perspective.

METHOD

This research uses a normative juridical approach, an approach that relies on library research to explore relevant laws and legal literature to identify the legal concepts and principles underlying the issues under study. The research was conducted in two stages: library research and field research. The library research included the collection of primary legal materials (such as the 1945 Constitution, the Civil Code, the Electronic Information and Transactions Law, the Financial Services Authority Law, and other Financial Services Authority regulations), secondary legal materials (such as expert opinions in legal literature), and tertiary legal materials (such as articles or magazines that support the secondary materials). Meanwhile, the field research aimed to supplement the data by obtaining information to obtain primary data through interviews with relevant sources. Data collection techniques were carried out through documentation studies and interviews, using tools such as books, pens, laptops, and voice recorders. All data obtained were analyzed qualitatively, emphasizing the interpretation of interview results and legal documents to obtain conclusions relevant to the research focus.

RESULTS AND DISCUSSION

Implementation of Online Auction Arisan Due to the Difficulty in Obtaining New Members from a Civil Law Perspective

The definition of an agreement is regulated in Article 1313 of the Civil Code which states that an agreement is an act by which one or more people bind themselves to one or more other people. The definition in Article 1313 of the Civil Code according to Sri Soedewi is incomplete on the one hand because the agreement in Article 1313 of the Civil Code only covers unilateral

agreements, and those included in unilateral agreements are actions such as *zaakwaarneming*, *onrechtmatiggedaad*, and so on where the action that gives rise to the law (Ike 2023).

The agreement adopted in online *arisan* (social gathering) relies on a system of trust between members and the owner or dealer. This type of agreement is considered verbal because it relies solely on mutual trust and is limited to social media. However, it should be noted that two crucial factors are mutual agreement and good faith, making it still considered valid and enforceable, even if seemingly simple. Agreements that arise online are based on mutual trust. Although verbal agreements are regulated by the Civil Code and the principle of *pacta sunt servanda*, in practice, verbal agreements still have many loopholes for fraud in various ways due to the lack of written or documentary evidence. (Pribadi 2022).

A legally binding agreement is considered valid, as determined by Article 1320 of the Civil Code. J. Satrio argues that *bestaan baarheid* is translated as "validity." The term "validity" is more appropriate because it better aligns with the substance of Article 1320. (Satrio 2001).

The principle of *pacta sunt servanda* is an open principle adopted by contract law or for the principle of binding force, this principle refers to Article 1338 paragraph (1) of the Civil Code which states that all agreements made legally apply as law for those who make them. Article 1338 paragraph (2) of the Civil Code states that an agreement cannot be withdrawn except by agreement of both parties, or for reasons which are stated by law to be sufficient for that. (Johanes and Sewu 2007).

The provisions contained in the Civil Code constitute an important function of law, aimed at regulating. The purpose of law can be viewed from three perspectives: first, from the perspective of positive-normative law, or dogmatic jurisprudence, where the purpose of law is emphasized on legal certainty. Second, from the perspective of legal philosophy, where the purpose of law is emphasized on justice. Third, from the perspective of legal sociology, where the purpose of law is emphasized on its utility. The function of law as a tool of social control is not the only means of social control. Law is only one form of social control in society. The function of law as a means of social control is to establish behavior that is considered to be within the legal rules. The second function is as a tool of social engineering, namely a means to change society, meaning that law is used as a tool by agents of change. (Ali 2002).

The implementation of online auction *arisan* results in the emergence of positive and negative sides, if the implementation runs smoothly then each member benefits by getting financial income, but in the case of this online auction *arisan* in its implementation there are irresponsible parties then it will cause a loss. The implementation of online auction *arisan* that causes this loss as happened to *Arisan Ayu* who suffered a loss because there were parties who did not carry out their obligations with the condition that money had been spent amounting to Rp 370,436.00 (three hundred seventy million four hundred thirty six thousand rupiah) also losses in other cases, namely the *Grobongan Central Java arisan* which suffered a total loss of Rp 2,000,000,000.00 (two billion rupiah) and the *arisan* that occurred in *Mojokerto* which suffered a loss of Rp 653,500,000.00 (six hundred fifty three million five hundred thousand rupiah). These three cases are a form of failure in the implementation of online auction *arisan* so that it causes quite large losses for the victims.

Legal Protection for Victims of Online Auction Arisan Reviewed from a Civil Law Perspective

According to Fitzgerald, as quoted by Satjipto Rahardjo, the origins of this legal protection theory stem from natural law theory or the natural law school. Legal protection is explained as a form of coordinating various interests in society. Protection of certain interests can only be achieved by limiting various interests on the other side. Therefore, it can be concluded that legal protection is an effort to protect a person's interests by allocating a human right to act in the context of those interests. (Satjipto 2000).

Arisan, which used to be held only in person or face-to-face, has now evolved into online arisan, or arisan, which can be held remotely and without face-to-face contact, thanks to the convenience of social media like Instagram, WhatsApp, Line, and so on. However, behind this convenience, there are certainly drawbacks, namely the inability to get to know the parties involved more closely. This makes online arisan vulnerable to irresponsible actions from one of the parties, such as default or broken promises. In the implementation of the agreement, there is the possibility of a breach of agreement, which is commonly known in legal terms as default. (Prastya et al. 2023).

Legal protection for victims of online auction arisan from a civil law perspective is an increasingly relevant issue along with the increase in fraud cases utilizing digital platforms. In civil law, the relationship between the organizer and the arisan participants can be qualified as a legal relationship based on an agreement (contractual), as regulated in Article 1313 of the Civil Code which states that an agreement is an act by which one or more people bind themselves to one or more other people. Therefore, when one of the parties, in this case the organizer, does not fulfill its obligations or commits a breach of contract, the arisan participants who are harmed have the right to claim compensation based on the provisions of Article 1243 of the Civil Code.

Legal protection for victims of online auction arisan is related to the ITE law, although the law does not explicitly regulate online arisan, but if a problem occurs, Article 28 Paragraph (1) of Law Number 1 of 2024 concerning the Second Amendment to Law Number 11 of 2008 concerning Electronic Information and Transactions can be applied. The threat of punishment stated in Article 28 Paragraph (1) of the ITE Law is stated in Article 45A paragraph (1). Legal protection is also provided by the Financial Services Authority based on Law Number 21 of 2011 concerning the Financial Services Authority (POJK Law). The OJK is tasked with supervising non-bank financial institutions and capital market financial institutions, such as pension funds, insurance, and finance companies. This also includes supervision of financial institutions in the banking sector. This is reinforced by Financial Services Authority Regulation Number 1/POJK.07/2013 concerning Consumer Protection in the Financial Services Industry. The actions of Financial Services Business Actors fall under consumer protection, as stipulated in Article 1 Number 3. Furthermore, this is further clarified in Chapter V Article 51 and Article 52 concerning Supervision of Consumer Protection in the Financial Services Sector. Handling of crimes in investment can be handled quickly, the OJK needs to involve inter-agency cooperation by establishing an Investment Alert Task Force or a Task Force for Handling Alleged Criminal Acts in the Field of Fundraising and Investment Management. The objectives of the Investment Alert Task Force (SWI), as stipulated in Law Number 4 of 2023 concerning the Development and Strengthening of the Financial Sector (PPSK Law), stipulate the role of regulators and supervisory institutions in investment management and public fundraising as the objectives of the Investment Alert Task Force. (Abshor 2020).

Legal protection for victims of online arisan (social gathering) is essentially provided, although there are no regulations that explicitly discuss online arisan. However, this protection can be implemented in a preventive and repressive manner. According to Satijpto Raharjo, legal protection aims to protect the human rights of those who are harmed so that they can enjoy the rights granted by law. An agreement will be considered legally protected if the legal requirements specified in the Civil Code have been met. Therefore, an agreement will be considered valid based on the law that applies to electronic transactions that have been carried out. (Erlin Kusnia Dewi 2022).

The first objective of preventive legal protection is to provide legal subjects with the opportunity to file objections before a government decision becomes final. This aims to prevent problems or disputes from arising. Second, repressive legal protection aims to resolve problems that arise. Legal protection against government actions is based on the concept of recognizing

and protecting human rights, aimed at limiting and establishing obligations for both society and the government. Both forms of legal protection can be applied to provide legal protection to online arisan members.

Legal Actions That Can Be Taken by the Parties in Resolving the Online Auction Arisan

Before taking legal action through litigation, parties are generally advised to first pursue non-litigation avenues. If these efforts still fail to provide a legal resolution, then legal action through litigation is taken at the local District Court. Non-litigation is the resolution of legal problems outside the judicial process. (Wyasa Putra Ida Bagus 2013).

Non-litigation dispute resolution has several forms, namely negotiation, mediation, and arbitration. Non-litigation dispute resolution is essentially a method of resolving disputes through peace. The basis for dispute resolution is legal, but the construction of the settlement is adjusted to the wishes of the parties with the aim of ensuring that the parties are satisfied with the dispute resolution method. Peaceful dispute resolution is based on an agreement that the parties consider best. Considered best means that although the path to agreement to resolve the dispute requires a willingness to make mutual sacrifices, these sacrifices are considered the most reasonable and inexpensive when compared to resolving disputes through litigation. (Dewi 2022).

Most online arisan cases are resolved through criminal law. In fact, losses arising from online arisan activities are not solely criminal elements, especially if resolved through criminal law, then the perpetrator who caused the loss will only end up with a criminal sentence. This is different if resolved through civil law. The existence of an agreement that underlies the binding of the parties in an online arisan can be used as a reference when experiencing losses, so that civil law can be resolved through a lawsuit. This is because losses in online arisan agreements usually occur because one party fails or does not fulfill its performance. Therefore, it can be said that later the party that has caused the loss in the online arisan agreement, as the party who has committed a breach of contract, can be sued to fulfill the performance and even asked to pay compensation, through a lawsuit. The Supreme Court has a simple lawsuit procedure as stipulated in the Regulation of the Supreme Court of the Republic of Indonesia Number 4 of 2019 concerning Amendments to the Regulation of the Supreme Court Number 2 of 2015 concerning Procedures for Settling Simple Lawsuits. As per Article 3 of the Regulation of the Supreme Court of the Republic of Indonesia Number 4 of 2019 concerning Amendments to the Regulation of the Supreme Court Number 2 of 2015 concerning Procedures for Settling Simple Lawsuits, it states that simple lawsuits are filed for cases of breach of promise and/or unlawful acts with a maximum material lawsuit value of IDR 500,000,000.00 (five hundred million rupiah). This simple lawsuit procedure can be carried out for Arisan Ayu who has a loss value of IDR 370,436.00 (three hundred seventy million four hundred thirty-six thousand rupiah), while for cases that occurred in Grobogan, Central Java and cases in Mojokerto, a simple lawsuit cannot be carried out because the loss value has exceeded the maximum limit of a simple lawsuit, so that legal action taken if taking the litigation route through civil law is carried out by an ordinary lawsuit.

CONCLUSION

1. The implementation of online auction arisan (spinning savings and credit unions) that rely on recruiting new members poses significant potential legal risks, particularly in the context of civil law. When arisan fails due to a broken membership chain, the losses suffered by participants are a concrete manifestation of the weak legal protection within this system.
2. Legal protection, despite the absence of explicit regulations governing online arisan, provides legal protection for victims through civil law principles related to agreements and breach of contract, as well as provisions in the ITE Law and OJK regulations. This

- protection can be preventive through education and supervision, or repressive through law enforcement and compensation.
3. Legal action that can be taken by victims of online arisan from a civil law perspective includes non-litigation and litigation, while prioritizing the principle of peaceful resolution. If peaceful efforts fail, victims can file a lawsuit with the local District Court for breach of contract or unlawful acts.

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