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## Reformulating the Concept of Breach of Contract in Electronic Agreements: Perspectives on Legal Certainty and Justice

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**Abstract:** The rapid advancement of information and communication technology has significantly transformed contractual practices, shifting from conventional agreements to digitally based electronic contracts. This transformation not only alters the mechanisms of contract formation but also affects the traditional concept of breach of contract, which has long been rooted in classical civil law paradigms. In practice, the distinctive features of electronic transactions such as their cross-border nature, the absence of direct interaction between parties, and the involvement of electronic systems and third parties like digital platforms create particular complexities in determining the forms of breach and identifying the responsible parties. This ambiguity may lead to legal uncertainty and an imbalance in legal protection, especially for consumers. This study aims to reformulate the concept of breach of contract in electronic agreements by emphasizing the principles of legal certainty and justice. The research employs a normative juridical method, utilizing both statutory and conceptual approaches. The analysis focuses on existing legal norms as well as the evolving practices of electronic transactions within society. The findings indicate that the concept of breach of contract in electronic agreements can no longer be narrowly interpreted as merely the non-performance of obligations. Instead, it should be broadened to include failures of electronic systems, algorithmic errors, network disruptions, and the negligence or liability of digital platform providers. Such a reformulation is essential to establish a legal framework that is responsive to technological developments while ensuring fair and proportional legal protection for all parties involved in electronic transactions.

**Keyword:** Breach of Contract, Electronic Agreements, Legal Certainty, Legal Justice, E-commerce

### INTRODUCTION

Over the past few decades, advances in information and communication technology have profoundly reshaped many aspects of human life, including the legal domain.

Digitalization has transformed how individuals and business actors interact, conduct transactions, and establish legal relationships. One of the most visibly affected areas is contract practice. Agreements that were traditionally concluded through face-to-face interactions and written documents have increasingly shifted toward electronic formats that rely on internet networks and digital systems. This phenomenon is closely linked to the Industrial Revolution 4.0, which emphasizes technology as the primary foundation of economic and social activities (Perdana et al., 2014).

This transformation offers numerous advantages, including greater time efficiency, reduced transaction costs, and expanded market reach beyond geographical boundaries. Through e-commerce platforms, online marketplaces, and various digital applications, parties can engage in transactions anytime and anywhere without the need for physical presence. Nevertheless, alongside these conveniences, new legal challenges have emerged, particularly in relation to legal protection and the assurance of legal certainty for parties involved in electronic agreements.

Within the framework of civil law, contracts serve as a fundamental source of legal relationships between parties. The principle of *pacta sunt servanda* establishes that a valid agreement is binding as law upon the parties who create it. Accordingly, contractual obligations must be performed in good faith and in accordance with the agreed terms. A failure to fulfill these obligations constitutes a breach of contract.

Traditionally, a breach of contract is defined as a situation in which a debtor fails to perform the agreed obligation. Such breaches may take several forms, including complete non-performance, improper performance, delayed performance, or actions that contravene the contractual terms (Tarigan et al., 2025). This classical understanding has long served as the basis for resolving civil disputes, particularly those related to contractual violations.

However, the conventional concept of breach of contract is built upon assumptions of direct interaction between parties and clearly identifiable contractual objects. In traditional agreements, contractual violations are relatively straightforward to detect, as they typically involve direct engagement and tangible evidence.

In contrast, electronic agreements involve more complex legal relationships. These relationships do not only encompass the contracting parties but also include electronic systems and third-party intermediaries, such as digital platform providers. In many electronic transactions, interactions occur without direct communication, relying instead on digital interfaces operated by automated systems. This shift has transformed the structure of legal relationships from relatively simple arrangements into more intricate frameworks involving multiple components (Matarani & Sudarwanto, 2025).

The complexity is further heightened by risks inherent in digital systems, including network disruptions, system errors, server failures, and cybersecurity threats. In certain cases, losses incurred by one party may not arise from the fault or negligence of another party but instead from system malfunctions beyond their control. This raises fundamental questions regarding whether such circumstances qualify as breaches of contract and who should bear liability for the resulting damages.

Moreover, technological developments have introduced new innovations in electronic transactions, such as the use of algorithms, artificial intelligence (AI), and automated contract execution systems. In practice, decisions within electronic transactions are not always made directly by human actors but may be determined by pre-programmed systems. This further complicates the notion of breach of contract, as errors cannot always be directly attributed to human intent or conduct as legal subjects.

In Indonesia, the legal recognition of electronic agreements has been established through various regulations, including Law Number 11 of 2008 on Electronic Information and Transactions and its amendments. This legislation affirms that electronic documents and

contracts hold the same legal validity as written documents, provided that certain requirements are fulfilled. Consequently, electronic agreements possess strong legal legitimacy within the national legal system (Palestina & Dilaga, 2025).

Despite this recognition, the regulation of breach of contract in the digital context remains insufficiently specific and comprehensive. Existing provisions largely rely on the general framework of breach of contract as stipulated in the Indonesian Civil Code, which does not fully accommodate the unique characteristics of electronic transactions. This creates a gap between established legal norms and the realities of contemporary digital practices.

The absence of clear legal standards regarding breaches in electronic agreements can lead to legal uncertainty. Parties often face difficulties in determining whether a particular incident constitutes a breach and in identifying the appropriate mechanisms for dispute resolution. Furthermore, such ambiguity may be exploited by certain parties to evade legal responsibility, thereby disadvantaging others, particularly consumers who are often in a weaker bargaining position (Atmoko & Noviriska, 2024).

From the perspective of legal justice, this situation is problematic. The law should provide balanced protection for all parties and ensure fairness in every legal relationship. The principle of justice requires that each party receives proportional treatment based on their respective roles and responsibilities. In the context of electronic agreements, this implies that liability should not be imposed solely on the contracting parties but must also take into account the role of third parties, such as digital platform providers.

In addition, legal certainty is a crucial element in electronic transactions. It ensures that legal events can be resolved based on clear and consistent rules. Without such certainty, parties face heightened risks in engaging in transactions, which may ultimately hinder the growth of the digital economy. Therefore, a legal framework is needed to clearly define the boundaries of breach of contract and the mechanisms of liability in electronic agreements (Wijaya et al., 2025).

Previous studies also indicate that legal protection in electronic transactions continues to face significant challenges, both in terms of regulatory frameworks and practical implementation. Issues such as differing interpretations of platform liability and limitations in evidentiary mechanisms in electronic disputes remain prevalent. These findings suggest that existing legal concepts have not yet fully adapted to the needs of a digitally driven society (Torong, 2021).

In light of these issues, a reformulation of the concept of breach of contract in electronic agreements is necessary. Such reformulation should not only expand the definition of breach but also align it with the evolving characteristics of digital transactions. In this context, breach of contract can no longer be narrowly understood as mere non-performance but must encompass various forms of failure arising from the interaction between human actors and technological systems.

This reformulation must also strike a balance between legal certainty and legal justice. While legal certainty provides clarity and stability in legal relationships, legal justice ensures fair and equitable protection for all parties. A redefined concept of breach of contract is therefore expected to offer a comprehensive solution to the challenges posed by electronic agreements.

Based on the foregoing discussion, it is evident that technological advancements have significantly transformed contractual practices, necessitating adjustments in existing legal concepts. As a fundamental concept in civil law, breach of contract must be reformulated to remain relevant and capable of providing effective legal protection in the digital era. Accordingly, this research is essential to re-examine and redefine the concept of breach of contract in electronic agreements, with a particular focus on legal certainty and justice.

## METHOD

This study adopts a normative juridical approach, a legal research method that concentrates on the examination of prevailing legal norms, both those embodied in statutory regulations and those developed within legal doctrines. This method is chosen because the research seeks to analyze and reformulate the concept of breach of contract in electronic agreements by referring to the existing legal framework as well as the evolution of legal thought in academic literature. The normative juridical approach enables the researcher to assess law as an autonomous system of norms while also evaluating its relevance to contemporary societal practices (Saebani, 2023).

The study employs both statutory and conceptual approaches. The statutory approach involves a thorough review of relevant legal instruments, including the Indonesian Civil Code, Law Number 11 of 2008 on Electronic Information and Transactions along with its amendments, and other regulations governing electronic commerce. Through this approach, the research aims to identify the legal norms regulating electronic agreements and breaches of contract, as well as to detect any gaps or inconsistencies between legal provisions and their practical application.

Meanwhile, the conceptual approach focuses on analyzing legal theories and doctrines found in scholarly literature, particularly those related to breach of contract, electronic contracting, and the principles of legal certainty and justice. This approach is essential in constructing a theoretical framework that supports the reformulation of the breach of contract concept in a way that aligns with ongoing technological developments.

The legal materials used in this research are categorized into primary, secondary, and tertiary sources. Primary legal materials consist of statutory regulations related to contracts and electronic transactions. Secondary materials include national and international academic journals, legal textbooks, prior research findings, and scholarly articles relevant to the topic. Tertiary materials comprise legal dictionaries, encyclopedias, and other reference sources that provide supplementary explanations of primary and secondary materials.

The collection of legal materials is conducted through a library research method, involving the identification, review, and analysis of relevant literature. The gathered materials are then systematically selected and classified according to the needs of the analysis.

The analysis of legal materials is carried out qualitatively using deductive reasoning. The researcher examines applicable legal norms and compares them with the practices emerging in electronic transactions within society. This process also involves interpreting existing legal provisions and evaluating their consistency with the principles of legal certainty and legal justice.

Finally, the results of the analysis are used to develop a new formulation of the breach of contract concept in electronic agreements. Accordingly, this research is not merely descriptive but also prescriptive, as it aims to offer recommendations and legal reform ideas to address the issues arising in practice.

## RESULTS AND DISCUSSION

### 1. The Concept of Breach of Contract in Conventional Civil Law

In civil law, breach of contract constitutes a fundamental concept closely related to the execution of agreements. It is generally understood as the failure or negligence of a debtor to fulfill obligations (performance) as agreed with the creditor. Such performance may involve delivering something, carrying out a specific act, or refraining from certain actions in accordance with the contractual terms. When these obligations are not carried out as stipulated, the debtor may be deemed to have committed a breach of contract (Claudia et al., 2024).

From a doctrinal perspective, breach of contract is traditionally classified into several well-established forms. First, total non-performance, where the debtor entirely fails to fulfill

the agreed obligation. Second, improper performance, where the obligation is carried out but does not meet the agreed standards, such as when the quality of goods or services deviates from what was promised. Third, delayed performance, in which the debtor fulfills the obligation but exceeds the agreed timeframe. Fourth, performing an act that is expressly prohibited under the agreement. These classifications serve as key indicators in determining whether a particular act qualifies as a breach of contract (Sembada et al., 2025).

The concept of breach of contract in conventional civil law is inseparable from the principle of *pacta sunt servanda*, which asserts that legally valid agreements are binding as law upon the parties involved. This principle emphasizes that contractual obligations must be executed in good faith and with full responsibility. Consequently, a violation of contractual terms is not merely a breach of agreement but also a violation of legally binding norms (Muhammad et al., 2023).

In addition, the notion of breach of contract is closely linked to the principle of good faith. In civil law, the fulfillment of contractual obligations is assessed not only based on the formal completion of performance but also on the manner in which the obligations are carried out, which must reflect fairness, propriety, and honesty. The principle of good faith thus functions as both a moral and legal benchmark in evaluating whether a party has properly discharged its obligations. Therefore, the determination of breach does not rely solely on the outcome but also on the process of performance.

Furthermore, the legal consequences of breach of contract in conventional civil law are clearly regulated in the Indonesian Civil Code. A party suffering losses due to a breach has the right to demand specific performance, seek contract termination, claim damages, or pursue a combination of these remedies. Compensation may include costs, losses, and interest resulting from the debtor's failure to perform. These mechanisms demonstrate that civil law provides sufficient legal instruments to protect parties harmed by contractual breaches.

However, the application of this traditional concept is largely based on the assumption that legal relationships occur directly between parties who possess relatively equal bargaining positions. Conventional agreements typically involve face-to-face interactions or communication methods that ensure clarity regarding identity, intent, and the object of the contract. This facilitates dispute resolution, as the evidence involved is generally tangible and can be directly verified.

The limitations of the conventional concept of breach of contract become evident when confronted with the rapid development of information technology, which has transformed the structure of legal relationships. Traditional doctrines do not fully account for the involvement of electronic systems, automation, and third-party intermediaries in contract execution. In this context, breaches are no longer solely attributable to human fault or negligence but may also arise from technical factors beyond the control of the contracting parties.

Moreover, conventional civil law tends to assign liability directly to the contracting parties without considering the more complex distribution of responsibility that characterizes modern transactions. In contemporary practice, contractual performance often involves multiple actors with distinct roles, thereby requiring a more flexible and adaptive approach in determining legal responsibility.

## **2. Characteristics of Electronic Agreements and Challenges of Breach of Contract**

Electronic agreements are contracts that are formed and executed through electronic systems, with the internet serving as the primary medium. Unlike conventional agreements, they do not necessarily involve direct physical interaction between the parties but are instead conducted through digital interfaces facilitated by technological devices. Key features of electronic agreements include the use of electronic systems in contract formation, the

involvement of digital platforms as intermediaries, and the reliance on electronic data and information both as transactional objects and as evidentiary tools.

In practice, electronic agreements are commonly found in e-commerce environments, online marketplaces, and various digital services that connect sellers and buyers through integrated systems. The legal relationships established in such agreements extend beyond the two primary parties (seller and buyer) to include third parties, namely platform providers that act as transaction facilitators. As a result, the structure of legal relationships becomes more complex than in conventional contractual arrangements (De Lima et al., 2025).

Another defining characteristic of electronic agreements is their borderless nature, allowing parties from different jurisdictions to engage in transactions. This creates legal challenges related to the determination of applicable law, dispute resolution forums, and enforcement mechanisms. Differences between national legal systems can often lead to uncertainty when disputes arise from contractual breaches.

A further notable feature is the use of automation in contract execution. In many instances, the entire process from contract formation to performance is carried out automatically through algorithms or pre-programmed systems. For example, in online marketplaces, ordering, payment processing, and delivery confirmation are often handled entirely by the system without direct human involvement. While this enhances efficiency, it also introduces the risk of system-related errors that may affect contractual performance.

In line with these developments, new forms of breach of contract have emerged that are not fully addressed within traditional civil law frameworks. In electronic agreements, breaches are not limited to failures by the contracting parties to fulfill their obligations but may also arise from technical issues such as system failures, data transmission errors, network disruptions, and data breaches or manipulation. In certain situations, the losses suffered by a party may not be attributable to human fault but rather to technological malfunctions inherent in the system used.

Additionally, the risk of data misuse presents a significant challenge in electronic agreements. Data, as a central element in digital transactions, carries substantial economic value and is therefore vulnerable to unauthorized access, manipulation, or leakage. In this context, a breach of contract may occur in the form of failure to ensure data security or the misuse of data in ways that violate the agreed terms.

Research findings indicate that electronic transactions are legally recognized as valid and binding acts, equivalent to traditional contracts. However, practical challenges persist, particularly in relation to evidentiary issues and the determination of legal responsibility among the parties (Syamsiah et al., 2026). Dispute resolution in electronic agreements often faces difficulties because the evidence consists of digital data, which may be easily altered, manipulated, or lost. Furthermore, disparities in technological literacy among parties can create imbalances in the ability to access and interpret electronic evidence.

Another important issue concerns the allocation of legal responsibility between contracting parties and platform providers. In many cases, platform operators position themselves as neutral intermediaries and disclaim liability for transactions conducted within their systems. However, given their significant role in structuring and controlling transaction processes, it is difficult to entirely absolve them of responsibility. This raises ongoing debates regarding the extent to which platform providers should be held accountable in cases of breach of contract.

On the other hand, the growth of e-commerce also highlights weaknesses in consumer protection. Consumers are often in a disadvantaged position compared to business actors, particularly in terms of access to information, control over evidence, and capacity to assert their rights. When breaches occur, consumers frequently encounter difficulties in claiming compensation or obtaining fair dispute resolution (Nugraha & Arya, 2025). This situation is

exacerbated by the widespread use of standard form contracts in electronic agreements, which tend to favor business interests and limit their liability.

Moreover, low levels of digital literacy among the public further weaken the position of consumers in electronic transactions. Many users do not fully understand the terms and conditions imposed by digital platforms and may unknowingly agree to clauses that are detrimental to their interests. In this regard, breach of contract in electronic agreements should not only be viewed as a failure to perform obligations but also as an imbalance in legal relationships that disadvantages one of the parties.

### **3. Legal Certainty in Breach of Electronic Agreements**

Legal certainty is a fundamental pillar of any legal system, ensuring that legal relationships operate in an orderly, consistent, and predictable manner. In the context of electronic agreements, this principle becomes increasingly crucial due to the complex, cross-border, and technology-driven nature of digital transactions. Without sufficient legal certainty, parties face heightened risks when engaging in such transactions, which may ultimately hinder the growth of the digital economy.

In essence, legal certainty in electronic agreements depends on the clarity of the governing regulations and the consistency of their enforcement. In Indonesia, the legal framework regulating electronic contracts has developed considerably, including provisions within the Indonesian Civil Code, Law Number 11 of 2008 on Electronic Information and Transactions along with its amendments, and various implementing regulations concerning electronic commerce. These legal instruments recognize the validity of electronic contracts and establish a foundational framework for digital transactions (Purba, 2026).

Nevertheless, despite the existence of this regulatory framework, several issues continue to generate legal uncertainty, particularly in relation to breach of contract. One of the primary concerns is the absence of specific provisions that clearly define the scope and forms of breach within electronic agreements. Existing regulations largely rely on the general concept of breach under the Civil Code, which often leads to differing interpretations when applied to cases involving digital technologies.

Uncertainty also arises in determining liability when a breach occurs. In traditional agreements, identifying the responsible party is relatively straightforward, as the legal relationship typically involves only two main actors: the creditor and the debtor. However, in electronic agreements, the structure becomes more intricate due to the involvement of third parties such as platform providers, payment service providers, and logistics operators. This complexity raises important questions regarding who should be held accountable when contractual performance fails: whether it is the seller, the buyer, or the platform provider.

In practice, platform providers frequently position themselves as neutral intermediaries and disclaim responsibility for the content and execution of transactions conducted through their systems. However, given their substantial role in facilitating and regulating transactions—ranging from system provision and data management to payment processing—it is difficult to completely exclude them from legal accountability. The ambiguity surrounding the role and responsibility of platform providers thus constitutes a major source of legal uncertainty in electronic agreements.

Another significant challenge in ensuring legal certainty lies in evidentiary issues. Evidence in electronic agreements typically exists in the form of digital data, which is inherently susceptible to alteration, duplication, or deletion. Although the law recognizes electronic documents as valid forms of evidence, practical challenges remain regarding their authenticity, integrity, and reliability. These issues can complicate law enforcement processes and create uncertainty in dispute resolution (Suhadi & Fadilah, 2021).

To uphold legal certainty, the principle of good faith plays a critical role. This principle requires parties to act honestly, fairly, and without causing harm to others in the execution of agreements. In the context of electronic transactions where direct interaction is often minimal the principle of good faith serves as a key for evaluating the conduct of the parties, particularly in situations where legal rules do not provide detailed guidance (Winfernando, 2023).

The principle of good faith applies not only during the performance stage but also throughout the entire contractual lifecycle, from pre-contractual negotiations to post-contractual obligations. In electronic transactions, it is reflected in transparency of information, honesty in data disclosure, and a commitment to fulfilling agreed obligations. As such, it functions both as a mechanism to fill legal gaps and as an ethical standard governing digital legal relationships.

Furthermore, legal certainty is closely linked to the protection of parties, especially consumers. In many cases, consumers occupy a weaker position due to limited access to information, restricted control over evidence, and reliance on systems controlled by business actors or digital platforms. Therefore, ensuring legal certainty also requires the establishment of effective legal protections for consumers, particularly in situations involving breach of contract.

#### **4. Reformulating the Concept of Breach of Contract from a Legal Justice Perspective**

Revisiting and redefining the concept of breach of contract in electronic agreements has become an inevitable step in response to the increasingly complex evolution of digital technology. The traditional notion of breach of contract, rooted in classical civil law, is no longer sufficient to capture the diverse forms of violations emerging in digital transactions. Therefore, it is necessary to broaden its meaning so that it not only refers to a debtor's failure to perform contractual obligations but also encompasses failures arising from the interaction between human actors and technological systems. In this broader sense, breach of contract should be understood as any failure to fulfill obligations that results in loss, whether caused by human error or technical deficiencies within electronic systems.

In the context of electronic agreements, system failure represents a critical form of breach that requires particular attention. Disruptions such as server breakdowns, data processing errors, or network interruptions may prevent contractual obligations from being carried out as intended. Even though such failures are not always directly attributable to the fault of the contracting parties, they can still produce tangible losses. Accordingly, within a redefined legal framework, system failures should be recognized as a form of breach carrying specific legal consequences.

Another key aspect in this reformulation concerns the role and responsibility of digital platform providers. In modern electronic transactions, platforms are no longer merely passive intermediaries; rather, they exercise significant control over the transaction process, including system provision, data management, and the regulation of payment and delivery mechanisms. Consequently, where losses arise due to system weaknesses or insufficient oversight by the platform, the provider should bear a proportionate degree of legal responsibility. This aligns with the principle of justice, which requires a fair balance between roles and responsibilities within legal relationships (Pahlefi et al., 2026).

Furthermore, technological advancements have introduced the widespread use of algorithms and automated systems in contract execution. Errors in algorithms or failures in automated processes may lead to discrepancies between what was agreed upon and what is actually performed. In such cases, it becomes essential to determine who should be held accountable whether it is the system developer, the platform provider, or another involved party. A redefined concept of breach of contract must therefore provide clear legal grounds for assigning liability in situations involving technological errors.

Another important dimension is the misuse of data in electronic transactions. Data serves as a central and valuable asset in digital agreements, making it highly vulnerable to unauthorized use, manipulation, or breaches of confidentiality. Violations of obligations related to data protection or the use of data beyond the agreed purposes can be categorized as forms of breach that harm one of the parties. For this reason, data protection should be integrated into the modern understanding of breach of contract, especially given society's increasing reliance on digital systems.

From the standpoint of legal justice, the reformulation of breach of contract must be grounded in the principle of proportional allocation of responsibility among all parties involved in electronic agreements. Justice requires not only legal certainty but also fairness in distributing liability according to each party's role, contribution, and degree of fault. Thus, legal responsibility should not be imposed solely on the contracting parties but should also extend to other actors who play a significant role in causing the loss, such as platform providers or electronic system operators (Fitriani, 2025).

Finally, a justice-oriented approach demands stronger protection for weaker parties, particularly consumers. In many instances, consumers have little to no control over the technological systems used in electronic transactions, making them especially vulnerable to losses resulting from system failures or data misuse. Therefore, the reformulation of breach of contract must ensure effective consumer protection, both through clear rules on liability and through accessible and fair dispute resolution mechanisms.

## CONCLUSION

The advancement of information technology has fundamentally transformed contractual practices, particularly with the emergence of electronic agreements that differ significantly from conventional ones. This transformation has directly impacted the concept of breach of contract in civil law, which was originally developed based on relatively simple legal relationships that did not involve technological systems. In the digital context, breach of contract can no longer be narrowly interpreted as a debtor's failure to perform obligations; instead, it must be understood more broadly by considering the complexity of legal relationships and the involvement of multiple parties and electronic systems.

The traditional concept of breach of contract in civil law has provided a solid foundation for regulating contractual violations, both in terms of their forms and legal consequences. However, it reveals limitations when applied to electronic agreements, which are characterized by automation, the involvement of digital platforms, and the central role of data in transactions. These developments have given rise to new forms of breach, such as system failures, algorithmic errors, and data misuse, which are not yet fully accommodated within the existing legal framework.

From the perspective of legal certainty, although various regulations have recognized the validity of electronic agreements, there remain normative gaps and ambiguities in defining the scope of breach and in allocating legal responsibility among the parties. This uncertainty is further complicated by the involvement of third parties, particularly digital platform providers, whose roles are highly influential but not yet clearly regulated in terms of liability. Therefore, strengthening regulatory frameworks and harmonizing legal norms are essential steps toward achieving greater legal certainty in electronic transactions.

From a legal justice standpoint, the reformulation of the breach of contract concept is both necessary and unavoidable. The concept must be expanded to include not only human error but also failures arising from technological systems and the roles of third parties in electronic transactions. A justice-oriented approach requires a proportional allocation of responsibility based on each party's role and contribution, thereby preventing imbalances in legal protection, especially for consumers who are often in a weaker position.

In conclusion, reformulating the concept of breach of contract in electronic agreements is expected to create a more adaptive, responsive, and equitable legal system. Law should function not only as a mechanism for ensuring certainty but also as a means of providing balanced protection for all parties within the digital transaction ecosystem. Moving forward, it is essential to develop more comprehensive regulations and enhance the capacity of law enforcement institutions to understand technological developments, so that the legal system remains relevant in an increasingly digital society.

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