



# Legal Protection for Auction Buyers Who Are Disadvantaged Regarding the Validity of the Auction Deed Attended by Online Auction Officials (E-Auction)

Safa Luthfia Gumilang<sup>1</sup>, Not. Ranti Fauza Mayana<sup>2</sup>, Amelia Cahyadi

<sup>1,2,3</sup>Universitas Padjajaran, Bandung, Indonesia

**Abstract:** This research aims to investigate legal protection for auction buyers who experience losses related to the validity of the relaas deed attended by online auction officials (e-auction). This research uses a normative legal approach Legislative Approach (Statute Approach) and Conceptual Approach (Conceptual Approach). This legislative approach is carried out by reviewing the laws and regulations that regulate the Auction implementation regulations. The research results show that legal certainty regarding the validity of the auction deed attended by online auction officials (e-auction) is very important to ensure that the auction meets the established principles, such as openness, competition, fairness, legal certainty and accountability. This is in line with the mandate of PMK 213/2020. The auction minutes prepared by the auction official are authentic deeds that reflect the implementation of the auction. Legal protection for auction buyers who suffer losses related to the validity of the relaas deed attended by online auction officials includes provisions in the Civil Code, PMK 213/2020, as well as other related regulations. Auction officials, both in Class I and Class II, have the authority stipulated by law to carry out auctions and prepare Auction Minutes as proof of the validity of the auction.

**Keywords:** *Legal Protection, Auction Buyer, Relass Deed, E-Auction.*

## 1. Introduction

The era of globalization, the development of technology and information is progressing very rapidly and has had various impacts on people's lives. The internet is used by almost all people on the face of the earth and is the largest information network in the world (Siregar & Nasution, 2020), (Setiawan, 2018). There are various conveniences offered by the development of technology and information which can make relationships between people take place quickly and easily (Danuri, 2019). The era of globalization, the development of technology and information is progressing very rapidly and has had various impacts on people's lives. The internet is used by almost all people on the face of the earth and is the largest information network in the world (Cholik, 2021). There are various conveniences offered by the development of technology and information, which can make relationships between people take place quickly and easily (Nashihin, Baroroh, & Ali, 2020), (Cahyono, 2016).

Minister of Finance Regulation Number 213/PMK.06/2020 concerning Instructions for Implementing Auctions Article 1 number 17 explains the meaning of auction in written bids without the presence of participants through an internet-based auction application, hereinafter referred to as auction through an auction application, is the sale of goods that are open to the public with written price offers without the presence of auc-

Correspondence:

Name: Safa Luthfia Gumilang

Email: safa.luthfia@gmail.com

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tion participants to achieve the highest price which is done through an auction application (Turnip, 2024),(Bahri, 2021). The Auction Officer is a public official who has been given special authority by the Minister of Finance to carry out auctions based on statutory regulations. Auction Officials are also tasked with preparing and carrying out auctions, both in pre-auction preparation activities, auction implementation, and after the auction (post-auction ) (Usman, 2022), (Karina, Sukarmi, & Kawuryan, 2020).

However, as time goes by and the continuous development of technology, nowadays everything is based online. Such as newspapers, trade transactions, product advertisements, education, and filling in personal data is very easy via the latest gadgets such as cellphones or laptops online (Andriani et al., 2022), (MAS DIYASA, YULISTIANI, & SIHANANTO, 2022). So from this, online auctions have become very popular and are in great demand by the public, because online auctions have advantages that we don't have when participating in offline auctions in general, namely that participating in online auctions does not require auction participants or sellers of goods to come (Sibarani, 2023). and meet at a location like an auction event in general, the perpetrator only needs to sit or relax at home by playing on a platform such as a cellphone or laptop to place an offer on the item (Febriani & Dewi, 2019), (Priadi, 2020).

For auctions via the Internet or online, you are required to attach a request to the Head of KPKNL or the Head of the Auction Hall accompanied by tender requirements documents where the request must be in writing. Apart from submitting a written application, the applicant then makes the application via an application (Dewani, 2023), (Syahdu, 2020). The Directorate General of State Assets (DJKN) through the Office of State Assets and Auction Services (KPKNL) is innovating to provide auction services through auction.go.id which aims to realize the modernization of auctions and capture wider market opportunities. Auctions as a safe and accountable means of buying and selling play an active role in creating more modern and easily accessible means of buying and selling services by switching from conventional auctions to online auctions (Rochaety & Tresnati, 2022), (Sriekaningsih, 2020).

Reading the Auction Minutes by the Auction Officer is an obligation in making an authentic deed, however, if this is not done during the auction via the internet then the authenticity of the deed will be doubted. In this way, the Auction Officer does not only witness the auction but actually organizes the sale himself (LUPIANTO, 2023). The Auction Minutes is a legal product which is a legal product of the Auction Officer, the status is the same as an authentic deed, Article 1870 of the Civil Code because the Auction Minutes include authentic deeds in accordance with Article 1868 of the Civil Code which is made by an authorized public official, namely an official Auction with the type of official deed (Relaas Deed) (Halim, 2021). A relaas deed is a deed made as proof of an action (including information given orally, it doesn't matter what the content is) and the facts witnessed by a notary in carrying out his duties in front of witnesses. Here the notary provides written testimony by adding his signature to what he saw and heard (MANNA, 2022), (Sari, 2021).

Article 1 Number 32 PMK 213/2020 explains the meaning of auction minutes, namely "Minutes of the auction held by the auction official which is an authentic deed and has perfect evidentiary power." The substance of Article 35 VR also defines "auction minutes"

as "auction minutes", as the basis for the authenticity of the auction (Yusrianti, 2022). The auction minutes contain information about all events that occurred during the auction, including what objects were being auctioned, why the auction was being held, when and where the auction was held, how the auction was carried out until the auction bid was made, and who was involved in it. Auction minutes prepared by and/or in the presence of the Auction Officer are authentic deeds whose authenticity must be maintained (Pratami, 2020).

One of the offices of the Asta Nara Jaya Auction Hall or called Auksi, the auction is carried out in a hybrid manner, namely partly offline (with the presence of auction participants) and online (without the presence of auction participants). However, the auction process did not present an Auction Officer until the end of the event. Based on the case above, remembering the provisions of Article 21 PMK 213/2020 in conjunction with Article 1a VR explains that: "Every auction must be carried out by and/or in the presence of the Auction Officer, unless otherwise determined by Law or Government Regulation." Therefore, auction officials still have the obligation to monitor the progress of the auction until it ends (Harahap, 1994).

In the implementation of auctions, especially non-voluntary executions, Class II Auction Officials must be present at the auction as mandated by PMK 213/2020, apart from obtaining legal certainty in the implementation of the auction by not abandoning the principles contained in the implementation of the auction, as well as maintaining legal certainty regarding the validity of the auction minutes as an authentic deed made by the Class II Auction Officer and so that no one is harmed by either the seller or the buyer in the future, apart from that the Class II Auction Official in every auction is to guarantee that everything done in the auction complies with existing legal regulations (Hernoko, 2019). The Auction Minutes as an authentic deed is binding evidence in the sense that what is written in it must be trusted and must be considered true so that it does not require additional proof (Al Qindy, 2021).

Based on the identification of the problems stated above, the aim of this research is to find out and understand the legal protection for auction buyers who suffer losses related to the validity of the deed of relaas attended by online auction officials (e-auction). From the research objectives stated above, it is hoped that this legal research can be useful for auction buyers who are disadvantaged regarding the validity of the relaas deed which is attended by auction officials online (E-auction) and can provide more understanding to auction buyers, in order to avoid future losses and provide input and additional knowledge for the parties involved with the problem under study.

## **2. Materials and Methods**

This type of research is a normative juridical approach where this research provides a detailed, systematic and comprehensive description of everything related to legal protection for auction buyers who suffer losses related to the validity of the deed of relaas attended by online auction officials (E-auction) (Moleong, 2007). Type of normative legal research, namely research carried out to obtain data from library materials, especially those related to legal issues, which is carried out by researching primary and secondary legal materials. Normative legal research is carried out by examining the law in the Law in Book which is conceptualized as what is written in statutory regulations. The type of

approach used is the Statutory Approach and the Conceptual Approach (Zainuddin, 2016). This legislative approach is carried out by reviewing the laws and regulations that regulate the Auction implementation regulations. Processing of legal materials is carried out by re-examining the legal materials obtained, especially for their completeness, suitability, clarity of meaning, and relevance to other groups. Then the next step is to provide notes or signs stating the type of source of the legal material, the name of the author, and also the year of publication, after that, rearrange the legal materials in an orderly, sequential, logical manner, with the aim of making them easy to understand and interpret. Analysis of legal materials is carried out by presenting legal issues with complete and clear descriptions, then systematizing the classification of written legal materials through an analysis process and linking them to theories, concepts and doctrines of scholars. Based on the results of this systematization, normative interpretation or interpretation techniques are then carried out.

### 3. Results and Discussion

#### 3.1 *Legal Certainty in the Era of Digital Auction Procedures regarding the Validity of Relaaas Deeds attended by online auction officials (E-Auction)*

Auctions are well known to the public as a means of buying and selling goods (movable and immovable). The price formed in the auction process is a direct interaction between the seller and the buyer which is carried out using a typical auction offer, so that a price that is suitable for both parties can be created. Auctions have been known for a long time, historically auction comes from the Latin "auctio" which means a gradual increase in prices. In the Explanation to Article 1 paragraph (1) PMK 213/2020, namely "the sale of goods which is open to the public with written and/or verbal price offers which increase or decrease to reach the highest price which is preceded by an auction announcement." More arrangements regarding auctions are regulated in the Burgerlijk Wetboek provisions. Buying and selling in BW is regulated in book III concerning Engagements (Hassanah, 2015). Auctions contain elements of buying and selling, where there must be legal subjects (seller and buyer), there is an agreement between both parties regarding the object of goods and price, then there are rights and obligations of the seller and buyer that arise as a result of these activities.

The auction was carried out effectively and efficiently, considering that originally the auction had to be carried out physically face to face, but now it can be carried out without the presence of the auction participants. Based on the provisions of Article 1 paragraph (12) PMK 213/2020, it explains that: An Auction Without the Attendance of Participants is an Auction that is not physically attended by the Bidder at the auction location or is carried out via the Auction Application. There are 2 (two) methods of bidding in the auction. written without the need for auction participants to attend via the internet, namely open bidding and closed bidding. Referring to the provisions of Article 63 paragraph (4) PMK 213/2020 explains that submitting auction bids without the presence of auction participants can be done via postal drum letter; Electronic mail (e-mail); Auction Application with open bidding (openibidding) or closed bidding (closedibidding); or Platform (E-Auction) (Lupianto, 2023).

For auction participants who bid beyond the limit value or reach the highest price, it can be decided that the auction participant is the winner of the auction and has the right to obtain the goods which are the object of the auction Article 7 PMK 213/2020,

which is the auction implementer, namely KPKNL, Auction Hall and Auctioneer's Office. The auction house and the Auction Officer's Office are voluntary non-execution auctions at the request of the seller or the auction house as the seller's proxy (Landina & Marjo, 2016). Furthermore, according to the provisions of Article 21 PMK 213/2020 in conjunction with Article 1a VR, it is explained that: "Every auction must be carried out by and or in the presence of an Auction Officer, unless otherwise determined by Law or Government Regulation." In Article 21 PMK 213/2020i Junto 1a VR there is a phrase that states "unless otherwise determined by law or government regulation", there are exceptions to holding auctions which can be carried out without the presence of an auction official as stipulated in Article 49 VR, namely: Auction of pawned goods; TPI fresh fish auction; Auction of small timber and government forest products.

In the implementation of auctions, especially non-voluntary executions, the Auction Officer must be present at the auction as mandated by PMK 213/2020, apart from obtaining legal certainty in the implementation of the auction by not abandoning the principles contained in the implementation of the auction, also maintaining legal certainty regarding its validity. auction minutes as an authentic deed made by the Auction Officer. The certainty in question is that all the principles that form the basis of the auction are fulfilled without leaving anything out, namely the principle of openness (transparency), the principle of competition, the principle of justice, the principle of legal certainty and the principle of accountability. It is said to be an authentic deed if it meets the elements contained in Article 1868 BW, namely; (a) Must be made by (door) or in the presence (ten overstaan) of a Public Official;" (b) Must be made in the form determined by law;" (c) The public official by whom or in the presence of whom the deed is made must have the authority to make the deed.

Auction minutes have special characteristics, namely that they are made by an auction official appointed by the Minister of Finance, who has a working area and the form of the minutes is regulated in special regulations in accordance with the provisions of PMK 213/2020. The Auction Minutes are authentic deeds that can be equated with notarial deeds. It is said to be an authentic deed not only because it is stipulated by law but also because it is made by or in the presence of a public official who has the authority to do so (Puspaningrum, 2019). Auction minutes if related to the definition of a deed as explained above, namely: (a) Every auction minutes must be signed by the parties, including the auction official, seller and buyer (Article 38 VR); (b) The substance of the auction minutes is an official report regarding events or occurrences that occurred and were experienced by the parties, both in public and online auctions, which were witnessed by auction officials. It can be said that the auction minutes are a series of events that form the basis of the rights to an agreement; (c) Auction minutes are prepared by auction officials as valid evidence.

Auction minutes as authentic deeds have 3 (three) types of evidentiary powers, namely: (a) Strength of external evidence, meaning that the auction minutes which are seen in person are considered to be authentic deeds as long as they are not proven otherwise, meaning they have the ability to prove themselves as authentic deeds as long as there is no evidence to the contrary. (b) The strength of formal proof is the certainty that the things that happened which are contained in the auction minutes were actually car-

ried out and known to the auction officials. (c) The strength of material evidence is that the auction minutes are true and constitute perfect and valid evidence unless it can be proven otherwise.

Based on the description above, it can be said that in carrying out auctions as regulated in PMK 213/2020, officials who carry out online (e-auction), offline or hybrid auctions still require the Auction Officer to be present to witness the auction. If this is not done, then the Auction Official's preparation of auction minutes without being present at the auction has the potential for fraud which is detrimental to both the seller and the buyer

### *3.2 Legal Protection for Auction Buyers who suffer losses related to the validity of the Relaa Deed attended by the Auction Official online (E-Auction)*

The law only allows parties whose rights have been damaged by the act of buying and selling auctions carried out through the Auction Office, to defend their rights/interests by filing a lawsuit in court, with the hope that the court will provide the law for the dispute they are facing. The judge at the trial consolidates concrete events, which also means formulating concrete events, qualifying concrete events and constituting or giving the law or punishment. For this reason, several judge's decisions need to be taken into account in order to seek legal protection for the rights of auction buyers (Metrokusumo, 2007).

The term legal protection arises because there is a violation of statutory regulations that apply specifically to the act of buying and selling in this research auction, explained in Article 1365 of the Civil Code that every unlawful act, which brings harm to another person, obliges the person who because it was wrong to publish the loss, compensate for the loss (Muhammad, 2006). The principle of legal protection for the people against government actions is based on and originates from the concept of recognition and protection of human rights because historically in the West, the emergence of concepts of recognition and protection of human rights was directed towards limitations and placing obligations to society and government (Moelyoto, 2009). If an act violates the law or is against the law, the victim must be given protection, because the law recognizes certain rights for auction buyers. The law recognizes certain rights, both regarding personal rights and material rights, and will protect them by forcing the party who violates these rights to pay compensation to the party whose rights are violated. Law functions as the protection of human interests. In order for human interests to be protected, the law must be implemented. The implementation of the law can take place normally, peacefully, but it can also occur due to violations of the law. Violations of law occur when certain legal subjects do not carry out the obligations they are supposed to carry out or because they violate the rights of other legal subjects. Legal subjects whose rights are violated must receive legal protection (Muhammad, 2006).

The buyer is the person or legal entity/business entity who submits the highest bid and is confirmed as the auction winner by the auction official. The buyer of registered movable goods referred to here is an individual and not a legal entity, therefore the buyer hopes to obtain benefits in the form of material, justice, protection and legal

certainty. The advantages of buyers in auction sales include, among other things, fairness, because all auction participants have the same rights and obligations, the auction official in leading the auction must be independent, objective, transparent and able to provide legal protection in the implementation of the auction, because it is witnessed by all auction participants, and Establishing more competitive prices means that all auction participants are given the freedom to submit price bids in accordance with their assessment of the auction object, as long as the bids are made at least according to the limit price predetermined by the seller (Mertokusumo, 2006).

The discussion about legal protection focused on auction buyers who were disadvantaged regarding the validity of the deed of sale which was attended by online auction officials (E-Auction), this was because during the auction process the Auction Official did not present them until the end of the event. So it is necessary to question the guarantee of legal protection. Legal protection here actually already exists in the legal instruments as regulated in Article 1365 of the Civil Code which reads: "every person who commits an act that violates the law is obliged to compensate for the losses arising from his or her mistake".

An unlawful act is defined broadly as an act that violates another person's rights or that is contrary to the legal obligations of the person who committed it, or that is contrary to morality or appropriateness in society towards another person's person or property. The term unlawful act is not only an act that directly violates the law, but also an act that directly violates regulations other than the law, namely regulations in the field of decency, religion and manners.

Legal problems in Indonesia occur due to several things, both from the judicial system, legal instruments, inconsistencies in law enforcement, intervention by power, as well as legal protection that violates rights in order to pay compensation to parties whose rights have been violated (Heniaty, 2013). Legal protection to new auction buyers can be fulfilled or given and can be accounted for, if the auction buyer has fulfilled his obligations, including: 1) Depositing the auction bid security deposit according to the auction announcement with the following conditions: a) The auction bid security deposit from the auction participant who is authorized as the buyer, will be taken into account with the payment of auction payment obligations; b) Auction bid deposits from auction participants who are not authorized as buyers will be returned in full without any deductions; c) The auction bid security deposit will be deposited to those entitled to it according to the agreement between the auction house and the owner of the goods, if the auction participant who is authorized as the buyer does not pay off the auction payment obligations according to the provisions. 2) Bidders who have been authorized as buyers are fully responsible for paying off auction payment obligations and other official fees based on statutory regulations, even though in their bid they are not acting as the proxy of a person, company or legal entity. 3) Buyers are not permitted to take/possess the goods they have purchased before fulfilling their auction payment obligations. If a bidder or buyer violates this provision, they are deemed to have committed a crime which can be prosecuted by the authorities. 4) Bidders or their authorized proxies must be present at the time of the auction. 5) Goods sold at auction

become the rights and responsibilities of the buyer and must immediately take care of the goods.

Before registered movable goods are auctioned, in accordance with the Regulation of the Director General of State Assets Number 6/KN/2013, concerning Technical Instructions for Auction Implementation, namely: 1) Application for Voluntary Non-Execution Auction, must be submitted in writing by the seller/owner of the goods to the Head of the Auction Hall accompanied by documents. general and special auction requirements; 2) Applications for auctions submitted through the auction hall will be forwarded to the Class II Auction Officer. Class II Auction Officials are required to examine the completeness of the auction requirements documents and the formal legality of the auction subject and object; 3) Class II Auction Officials are obliged to reject auction requests that are not within their authority, the tender requirements documents are incomplete or do not meet the formal legality of the auction subject and object; 4) Completeness of the required documents is non-negotiable, because if it is for movable goods, the most basic document is the Motor Vehicle Ownership Book.

In the event that the Seller/Owner of the Goods has fulfilled the completeness of the general or specific auction requirements documents and has fulfilled the formal legality of the subject and object of the auction, the Head of KPKNL or the Auction Officer must determine and notify the Seller/Owner of the Goods about the auction schedule in writing, which contains: a) Determining the time and place of the auction; b) Request to carry out the auction announcement and submit proof of the announcement to the Head of KPKNL or the Auction Officer before the auction is held.

Other matters that need to be conveyed to the Seller/Owner of the Goods, for example regarding the limit value, physical control of the movable goods being auctioned and so on. In the event that an auction application is submitted to the auction house, the auction house leader forwards the auction application to the auction official with a covering letter to request the determination of the auction implementation schedule. The auction official is obliged to examine the completeness of the auction requirements documents and the formal legality of the auction subject and object, and the auction official is obliged to reject auction requests that are not under their authority, the auction requirement documents are incomplete or do not meet the formal legality of the auction subject and object. In the event that the seller/owner of the goods has fulfilled the completeness of the required documents auctions that are general or special in nature and have met the formal legality of the auction subject and object, the class II auction official must determine and notify the seller/owner of the goods, regarding the auction schedule in writing.

The special voluntary non-execution auction requirements documents are as follows: 1) Statement letter from the owner of the goods that the goods are not in dispute; 2) Original and/or photocopy of proof of ownership of registered movable goods. In this regard, the law continues to protect the rights of an auction buyer, if the auction winner/buyer has fulfilled his obligations, and only then can request or demand that his rights as an auction buyer be fulfilled, which can be fulfilled by the seller.

If the goods purchased are found to contain hidden defects, the buyer can first demand a refund of the money that has been paid to the seller by returning the goods



that have been purchased but are found to contain defects. This demand is called *actio redhibitoria*. If the seller knows that there is a hidden defect, then apart from the above he can also be sued for compensation (Articles 1507, 1508 and 1509 of the Civil Code). The provisions mentioned above only apply to ordinary buying and selling and do not apply to special buying and selling (auctions).

Legal protection is given to buyers in special buying and selling through auctions, and to buyers in ordinary (general) buying and selling. Researchers concentrate on movable goods only. The role of the Auction Officer is very important in auctioning registered movable goods, because the auction official must explain formal and material legal certainty. Because ownership of movable goods is difficult to prove, auction officials are still oriented towards the seller's credibility, in accordance with the provisions stipulated in Article 1977 of the Civil Code "In principle, the owner of a lost or stolen object, within 3 years has the right to claim his object back from the hands of whoever finds the object."

One of the very crucial clauses mentioned in the auction minutes is that as the owner of the auction object, we state that up to now we guarantee and hold harmless the Auction House and Auction Officials against all civil lawsuits and criminal charges, if they arise in the future and guarantee that there is no dispute. If there is a dispute in the future regarding the auction object, it is entirely the responsibility of the Auction Object Owner. This is a form of guarantee and legal protection for the buyer because it is expressly stated by the owner of the item to be auctioned that the owner is responsible if there is a civil lawsuit or criminal lawsuit in the future, and now guarantees that the object of the auction is not in dispute. That the validity of the Deed of Releasing during the auction process is the presence of the auction official until the end of the event

Based on the description above, buyers of goods through auctions must be protected by law. This problem is emphasized in the norms or rules of jurisprudence of the Supreme Court of the Republic of Indonesia, which state that: a) Buyers who have good intentions must receive legal protection; b) Buyers in good faith must be protected. A sale and purchase that is carried out only as a pretense (*proforma*) is only binding on the person making the agreement, and is not binding at all on the third party who buys in good faith; c) Buyers who purchase an item through a public auction by the State Auction office are buyers in good faith and must be protected by law; d) An auction that has been carried out in accordance with applicable regulations and won by an auction buyer who has good intentions, the auction cannot be canceled and the buyer/auction winner who has good intentions must be given legal protection.

According to researchers, philosophically and in essence, all auction buyers must be considered to be in good faith, because they have fulfilled and followed the procedures, mechanisms that have been regulated by the norms or rules and applicable laws and regulations.

In carrying out the auction of movable goods, it is carried out by the state auction office which is given the authority to be carried out by a General Official, namely the Auction Officer and is an official appointed by the government representing the state, and in this case the Ministry of Finance of the Republic of Indonesia, the Directorate

General of State Finance, in order to carry out its authority. provided by the applicable Legislative Regulations. Only norms or rules in the Jurisprudence of the Supreme Court of the Republic of Indonesia regulate legal protection for auction buyers, even though the Civil Code and specifically the *Vendu Reglement* and *Vendu Instructie* do not regulate legal protection for buyers. auction. In general, Article 28D of the 1945 Constitution regulates this. The Civil Code as a general provision governing buying and selling does not reflect the principle of certainty for auction buyers. The explanation above has provided sufficient evidence that there is a guarantee of legal certainty, even though you have to take the trouble of taking other legal measures and incur a lot of costs. Ironically, in fact, it seems as if legal protection protects the owner of the goods more, so that there is a perception of legal uncertainty among buyers, this is reflected in one of the clauses of the Auction Minutes which states that the goods being auctioned

According to researchers, sales or auctions of registered movable goods are more focused on hidden defects (physical defects), this is a form of exception that is justified in buying and selling auctions, however, if the defect is juridical, then the owner of the registered goods and the Class Auction Officer must be responsible for the liability. losses in accordance with Article 1365.1366 of the Civil Code.

In the absence of a limitative regulation in a law, regarding guarantees of legal certainty to buyers/auction winners, even though in the 1945 Constitution and several norms or jurisprudential rules of the Supreme Court of the Republic of Indonesia regarding buyers who suffer losses, it has filled a legal vacuum to provide guarantees. legal certainty to auction buyers.

#### 4. Conclusions

The Legal certainty regarding the validity of the *relaas* deed attended by the auction official online (e-auction), the Auction Official must be present at the auction as mandated by PMK 213/2020, in addition to obtaining legal certainty in the implementation of the auction by not abandoning the principles contained in the implementation of the auction, also maintains legal certainty regarding the validity of the auction minutes as an authentic deed made by the Auction Officer. competition), the principle of justice, the principle of legal certainty, and the principle of accountability. It is said to be an authentic deed if it fulfills the elements in Article 1868 BW of legal protection for auction buyers who suffer losses related to the validity of the deed of *relaas* attended by online auction officials (e-auction).

Legal protection for auction buyers who suffer losses related to the validity of the auction deed attended by online auction officials (e-auction), includes elements in the Civil Code, Minister of Finance Regulation Number 213/PMK.06/2020 concerning Instructions for Implementing Auctions and *Vendu Reglement*, *Staatsblad* 1908:189 concerning Auction Regulations. An Auction Officer is a person who is authorized by law to carry out an auction. These Auction Officials are grouped into two classes. Auction Officials in Class I are Civil Servants (PNS) from the Ministry of Finance who are appointed as Auction Officials. Meanwhile, Auction Officials in Class II are individuals, and come from private/public parties who are selected by the Minister of Finance to become Auction Officials. In each auction, a minute of the auction must be prepared. This minutes is an authentic deed referred to as Auction Minutes. The auction is valid if it can be proven by the existence of this deed made by the Auction

Officer as stated in Article 87 Paragraph (1) PMK No. 213/PMK.06/2020 which reads: "For each auction an Auction Minute is prepared by the Auction Officer.

This research contributes to the development of legal theory regarding legal certainty in the context of digital auction procedures. The results show that although the auction is conducted online, the physical presence of the auction official is still required to ensure the validity of the auction minutes as an authentic deed. This research also develops the theory of legal protection for buyers in digital auctions. Given the potential losses incurred due to the physical absence of auction officials, it is important to strengthen existing legal protection mechanisms, both in the form of more detailed regulations and through jurisprudence governing the rights of buyers. In terms of legal protection for buyers, there needs to be concrete steps that can be taken to ensure buyers' rights are well protected. This includes effective grievance mechanisms and strict law enforcement against violations of buyers' rights. This research provides valuable input for policymakers in formulating more comprehensive regulations related to digital auctions. By understanding the legal implications of online auction procedures, the government can develop policies that are more adaptive and responsive to technological change.

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