

ABSTRAK

Perikatan Para Pihak Dalam Transaksi Jual Beli *Bitcoin* Melalui *Website*

Indodax

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Indonesia hanya memperbolehkan *Bitcoin* sebagai perdagangan jual beli melalui *exchange* yang sudah terdaftar di BAPPEBTI, tentunya dalam perdagangan jual beli *Bitcoin* dengan pihak *exchange (indodax)* harus berbentuk badan hukum, secara tidak langsung hubungan antara kedua belah pihak ini terikat melalui pasal 1320 KUH perdata tentang syarat sahnya perjanjian, karena jual beli *Bitcoin* melalui internet maka harus mengikuti Peraturan No. 19 tahun 2016 perubahan ke-2 atas Undang-Undang No. 11 tahun 2008 Tentang Informasi Dan Transaksi Elektronik.

Perumusan masalah dalam penulisan ini bagaimana keabsahan perjanjian jual beli *Bitcoin* secara elektronik melalui *website indodax* dan bagaimana perlindungan hukum terhadap pembeli *Bitcoin* yang melakukan transaksi jual beli *bitcoin* pada *website indodax*.

Penulisan ini menggunakan metode penelitian normatif. Dengan pendekatan perundang-undangan dan pendekatan konseptual. sumber bahan hukum terdiri dari bahan hukum primer, sekunder dan tersier. Teknik penelusuran bahan hukum menggunakan studi kepustakaan. Pada analisis bahan hukum, menggunakan analisis kualitatif normatif, analisis preskriptif dan dianalisis den teknik deduktif.

Keabsahan perjanjian jual beli *Bitcoin* secara elektronik melalui *website indodax* dapat menerapkan KUH Perdata sebagai tolak ukur keabsahannya dimana syarat sahnya perjanjian tercantum dalam pasal 1320 KUH Perdata yaitu : kesepakatan, kecakapan, suatu hal tertentu dan suatu sebab yang halal. Transaksi jual beli *Bitcoin* juga disahkan menurut Undang-Undang No.19 tahun 2016 perubahan ke-2 atas Undang-Undang No.11 tahun 2008 Tentang Informasi dan Transaksi Elektronik. Serta perlindungan terhadap pembeli *Bitcoin* dalam melakukan transaksi jual beli *Bitcoin* secara elektronik dalam *website indodax* meliputi privasi, otentisitas subjek hukum, objek transaksi, dan tanggung jawab para pihak

Kesimpulan Keabsahan dalam transaksi jual beli *Bitcoin* secara elektronik dalam *website indodax* berdasarkan perjanjian jual beli maka sah karena tidak menyimpang dari syarat perjanjian dalam pasal 1320 KUH Perdata. Perlindungan hukum terhadap pembeli *Bitcoin* dalam transaksi jual beli *Bitcoin* dengan pihak *indodax* sebagaimana diatur dalam Peraturan BAPPEBTI, UU ITE dan UU Perlindungan Konsumen. Saran pihak pembeli *Bitcoin* harus memperhatikan penyedia jasa yang telah mendapatkan izin dari kepala BAPPEBTI.

Kata kunci : Perjanjian, *Bitcoin*, *Indodax*, Perlindungan.

ABSTRACT

The Engagement of the Parties in Bitcoin Buying and Selling Transactions Through the Indodax Website

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Indonesia only allows Bitcoin as a buying and selling trade through an exchange that has been registered with BAPPEBTI, of course, in buying and selling Bitcoin with the exchange (indodax) it must be a legal entity, indirectly the relationship between these two parties is bound by article 1320 of the Civil Code concerning terms and conditions. the validity of the agreement, because buying and selling Bitcoin via the internet must follow Regulation no. 19 of 2016 the 2nd amendment to Law no. 11 of 2008 concerning Information and Electronic Transactions.

The formulation of the problem in this paper is how the validity of the Bitcoin buying and selling agreement electronically through the indodax website and how the legal protection for Bitcoin buyers who make bitcoin buying and selling transactions on the indodax website.

This writing uses normative research methods. With a statutory approach and a conceptual approach. sources of legal materials consist of primary, secondary and tertiary legal materials. The technique of tracing legal materials uses library research. In the analysis of legal materials, using normative qualitative analysis, prescriptive analysis and analyzed with deductive techniques.

The validity of the Bitcoin sale and purchase agreement electronically through the indodax website can apply the Civil Code as a basis for recognizing its validity where the conditions for the validity of the agreement are stated in Article 1320 of the Civil Code, namely: agreement, skill, a certain thing and a lawful cause. Bitcoin buying and selling transactions are also legalized according to Law No.19 of 2016 the 2nd amendment to Law No.11 of 2008 concerning Information and Electronic Transactions. As well as protection for Bitcoin buyers in buying and selling Bitcoin electronically on the indodax website including privacy, legal subject authenticity, transaction objects, and the responsibilities of the parties.

Conclusion The legitimacy of buying and selling Bitcoin electronically on the indodax website based on a sale and purchase agreement is valid because it does not deviate from the terms of the agreement in article 1320 of the Civil Code. Legal protection for Bitcoin buyers in Bitcoin buying and selling transactions with indodax as regulated in BAPPEBTI Regulations, ITE Law and Consumer Protection Law. Bitcoin buyers should pay attention to service providers who have obtained permission from the head of BAPPEBTI.

Keywords : Agreement, Bitcoin, Indodax, Protection.