

Electronic Stamp Related to Implementation of Electronic Contracts Based on Indonesian Positive Law

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DOI: <https://dx.doi.org/10.47772/IJRISS.2024.8100243>

Received: 15 October 2024; Accepted: 22 October 2024; Published: 20 November 2024

ABSTRACT

Provisions regarding how to carry out stamp in electronic contract transactions often become problematic in themselves. In practice, an electronic contract will be stamped if it faces a special need that requires the contract to be an authentic deed. For example, this is for court requirements, as specified formal requirements and so on. Stamping is carried out by post-stamping, as in Law Number 13 of 1985 or by carrying out a non-digital contract process and affixing a stamp. A breakthrough was made with Law 10 of 2020 concerning Stamp Duty, repealing Law Number 13 of 1985 concerning Stamp Duty. In this provision, there are provisions regarding Electronic Stamps which have good prospects and can increase state revenue in the form of taxes. The research method used in this research is the normative legal method, namely legal research which focuses on a scientific research procedure to find the truth based on legal scientific logic from the normative side. This research discusses how the position of the stamp is related to the terms of the validity of the agreement and what the prospects are for electronic stamp which is starting to be regulated with Law Number 10 of 2020 concerning stamp duty.

Keywords: Contract, Electronic Stamps, Authentic Deed, Tax.

INTRODUCTION

Humans live together because they need each other. Humans as individuals interact with each other to survive. Based on this, Aristotle called humans as *zoon politicon*, which means humans as social creatures who live in society and have relationships with one another. As legal subjects, of course humans have the rights and obligations to take legal action. The Republic of Indonesia is a legal state based on Pancasila and the 1945 Constitution which provides equal rights and obligations to all citizens to participate in national development.^[1]

Country In administering a government, it has an obligation to safeguard the interests of its people, both in the fields of welfare, security, defense and intelligence of life. This is in accordance with the State's objectives stated in the Preamble to the 1945 Constitution in the fourth paragraph which reads "To protect the entire Indonesian nation and all of Indonesia's blood and to promote general welfare, educate the life of the nation and participate in implementing world order based on independence, eternal peace and social justice".^[2] Almost all development projects implemented by the Government always publish that the projects being built are financed from tax funds that have been collected from the community.

The juridical basis for tax collection refers to Article 23 letter (a) of the 1945 Constitution which states that: "Taxes and other coercive levies for State needs are regulated by law."^[3] In the context of national development, the participation of the entire community needs to be increased in collecting financing funds, the source of which is mostly from the taxation sector, so one way to make this happen is by fulfilling the obligation to pay Stamp Duty on certain documents used.^[4] In accordance with Law Number 13 of 1985 concerning Stamp Duty (State Gazette of 1985 Number 69, Supplement to State Gazette Number 3313), with

Government Regulation Number 24 of 2000 (State Gazette of the Republic of Indonesia of 2000 Number 51, Supplement to State Gazette of the Republic of Indonesia Number 3950), determine the amount of the Stamp Duty rate and changes to the Stamp Duty rate and the amount of the nominal price limit subject to Stamp Duty. The latest development is the implementation of changes to the statutory regulations as mentioned above with the enactment of the Stamp Duty Law (UU) number 10 of 2020 which revokes the provisions of the Law.

Generally in daily practice, apart from the signature, every agreement letter always includes a seal. The affixing of the signature and seal is none other than to provide legal certainty in the agreement. So that if at any time there is a dispute or dispute in the implementation of the contents of the franchise agreement, each party can claim their rights which have been violated by the other party. However, in society there is often a misunderstanding about the essence of the seal in a letter of agreement/contract. The reason for using a seal in a contract is none other than for the validity of the contract. People tend to use seals as an indicator in determining whether an agreement is valid or not.^[5] Currently, many people think that if an agreement/contract is only signed without a seal, then the agreement/contract made is invalid. Because of people's belief in this, quite a few people are willing to re-make their agreements just because they forgot to give or pay off the stamp duty in the contract they made. Apart from that, there are also people who do not want to fulfill their promises as stated in the agreements that have been made on the grounds that the agreements made are invalid because they do not have a seal.^[6] If this is the basis for this, it will be very difficult for electronic transactions where the affixing of a stamp requires a physical document if the stamp is a condition for the validity of the agreement. This erroneous assumption needs to be corrected with the understanding that the presence or absence of a seal in an agreement is not a condition that is a parameter for saying whether an agreement is valid or invalid.

The main indicator of the validity of an agreement is the conditions for the validity of the agreement as in Article 1320 of the Civil Code. However, the stamp still has its main function as proof of tax payment which causes the stamped agreement document to be considered an authentic deed and not a private deed. The post-stamping of the agreement is important so that the agreement can be used as a means of proof regarding actual acts or circumstances of a civil nature. Law number 13 of 1985 concerning Stamp Duty does not regulate the imposition of stamp duty on transactions *e-commerce*. This is often underestimated by many people, but it will feel very important when there is a case of fraud where the buyer or seller goes through a transaction *e-commerce*. To provide strong evidence, there should be a statement that can be printed by both parties and has a stamp attached, so that the parties themselves feel safe in carrying out the transaction. Law Number 13 of 1958 concerning Stamp Duty does not regulate the provision of stamps for transactions *e-commerce*, this causes a legal vacuum in providing stamps on transactions *e-commerce*. Article 2 of Law Number 13 of 1958 concerning Stamp Duty states that one of the objects subject to stamp duty is a letter of agreement and other things which are made for the purpose of being used as a means of proof regarding acts, facts or circumstances of a civil nature. This article does not regulate transactions *e-commerce* in Indonesia.

Law Number 11 of 2008 concerning Information and Electronic Transactions (hereinafter referred to as the ITE Law). Transaction *e-commerce* must be subject to Stamp Duty. This is based on article 5 of the ITE Law which essentially explains that electronic information and/or printed electronic documents are valid documents. This is basically in continuity with Law Number 13 of 1958 concerning Stamp Duty which regulates sale and purchase agreements and is also supported by the rules of the ITE Law so that transactions *e-commerce* needs to be subject to Stamp Duty as regulated in Law Number 13 of 1958 concerning the latest Stamp Duty which contains a new form of stamp in the form of an electronic stamp.

It is interesting to see how electronic contracts developed before electronic stamp and with electronic stamp, and what the prospects for electronic seals are in proving and authenticating electronic contracts. Even though up to now there are still no implementing regulations regarding this matter, it would be interesting to carry out further research on the general practice conditions when electronic agreements are used as court evidence before electronic stamp and after electronic stampelekt. From this research, several problem formulations will

be drawn as follows, namely what is the practice regarding post-stamping in digital agreements and what are the prospects for electronic seals in the Stamp Duty Law Number 10 of 2020.

RESEARCH METHODS

The research method used in this research is the normative legal method, namely legal research which focuses on a scientific research procedure to find the truth based on legal scientific logic from the normative side.^[7] The legal materials used in this writing are primary legal materials in the form of statutory regulations, secondary legal materials consisting of textbooks, legal journals, legal dictionaries, legal research results, as well as other supporting documents and tertiary legal materials, especially those related to legal consequences of the position of illegitimate children and their protection in Indonesia.

DISCUSSION

Practices About Signing On Digital Agreements

Sudikno Mertokusumo stated, an agreement is a legal act and legal relationship between two (2) or more parties based on an agreement to give rise to legal consequences.^[8] The agreement contains binding rules or rights and obligations to be obeyed and implemented by both parties. While R. Soebekti stated, an agreement is an event where one person promises to another or where two people mutually promise to do something.^[9] Furthermore, Wirjono Prodjodikoro is of the opinion that the definition of an agreement is a legal act regarding assets between two parties, in which one party promises or is deemed to have promised to do something, while the other party has the right to demand the implementation of the agreement.^[10]

The Civil Code wants to explain to all of us that an agreement is only possible if there is a real act, either in the form of speech or physical action, and not just in the form of mere thoughts. On this basis, it is known that there are consensual agreements, formal agreements and real agreements. Contract law in the Civil Code adheres to an open system, which is the opposite of the closed system adopted by object law, the articles in contract law are complementary law, which means that the articles are set aside if desired by the parties making the agreement, the parties may regulate their own interests in the agreement entered into if they do not regulate themselves, that means they will be subject to the law.^[11]

Trading system using internet facilities (*interconnection networking*), hereinafter referred to *e-commerce* has changed the face of the Indonesian business world. Apart from being caused by developments in information technology, *e-commerce* was born based on the public's demand for fast, easy and practical service. Through the internet, people have wider latitude in choosing products (goods and services) that will be used, of course with various qualities and quantities as desired. *E-commerce* is one form of trade transaction that is most influenced by developments in information technology. Through these trade transactions, the traditional market concept (where sellers and buyers physically meet) changes to the telemarketing concept (long distance trading using the internet).^[12]

Electronic documents signed with electronic signatures in Indonesia's evidentiary law are recognized for their essence after being regulated in Law Number 11 of 2008 concerning Information and Electronic Transactions that electronic information/electronic documents and/or printouts are valid legal evidence. , and is an extension of valid evidence in accordance with procedural law in force in Indonesia. This is based on the provisions in Article 5 paragraph 2 of Law Number 11 of 2008. Based on Article 164 HIR and Article 284 RBg, valid evidence consists of written evidence, evidence with witnesses, allegations, confessions and oaths, whereas according to Article 184 of the Criminal Procedure Code, valid evidence consists of witness statements, expert statements, letters, instructions and statements. defendant. Therefore, evidence according to the procedural law above which is made in the form of electronic information/electronic documents, and electronic information/electronic documents themselves, is valid evidence according to the Electronic Information and Transactions Law.^[13]

Electronic documents are declared valid if they use a security system that can be accounted for in accordance with developments in information technology, and meet the following minimum requirements:

1. can re-display information and/or electronic documents in full in accordance with the retention period determined by statutory regulations;
2. can protect the availability, integrity, authenticity, confidentiality and accessibility of electronic information in the operation of the electronic system;
3. can operate in accordance with the procedures or instructions for administering the electronic system;
4. equipped with procedures or instructions announced in language, information or symbols that can be understood by the parties concerned with the operation of the electronic system; And
5. have an ongoing mechanism to maintain the freshness, clarity and accountability of procedures or instructions.

Electronic documents are documents that occur as a result of an electronic commercial transaction (*e-commerce*). To determine when an agreement occurs in an electronic commercial transaction (*e-commerce*). In general, in electronic transactions on digital contracts, online signing of electronic documents is carried out.

Article 1320 of the Civil Code determines four conditions for the validity of an agreement, namely:^[14] Agreement, Skill, Certain things, and lawful causes. Stamp Duty according to the 1985 Stamp Duty Law is not a replacement for services. The government imposes stamp duty on documents without any direct compensation being given by the government to stamp duty payers. In carrying out an act, the existence of a condition or reality (event) does not require a person to make a document for that purpose. Thus, it can be concluded that if no documents are produced there is no problem with the imposition of Stamp Duty or in short: no document, no Stamp Duty. The object of Stamp Duty is not the legal act itself, such as the act of buying and selling, receiving money, contracting out work and so on, but rather the document created to prove the existence of the act, such as a letter of agreement. As stated above, the object of Stamp Duty is a document, but not all documents are subject to Stamp Duty. Only documents that are mentioned in the law are subject to stamp duty, which is limited to documents that are mentioned in the latest stamp duty law, namely Number 10 of 2020.

In Article 3 of Law no. 10 of 2020 concerning Stamp Duty states that Stamp Duty is imposed on documents in the form of Stamp Duty Regulations with the aim of:

1. Documents created as a tool to explain a civil incident include;
 - a. agreement letter, statement letter, statement letter, or other similar letter, along with its copies;
 - b. notarial deed with grosses, copies, and extracts thereof;
 - c. deed of the Land Deed Making Office along with its copy and extract;
 - d. securities in name and in any form;
 - e. Securities transaction documents, including futures contract transaction documents, in any name and in any form;
 - f. Auction documents in the form of quotations from auction minutes, minutes from auction minutes, copies of auction minutes, and grosse from auction minutes;
 - g. Document stating the amount of money with a nominal value of more than IDR 5,000,000.00 (five million rupiah) which:
 - h. mentions receipt of money; or
 - i. contains an acknowledgment that the entire debt is:
 1. which states the bookkeeping of money or storing money in an account at a bank;
 2. containing notification of account balance at the bank;
 3. which contains an acknowledgment that the debt in whole or in part has been paid off or accounted for;

4. securities such as money orders, promissory notes, acceptances and checks whose nominal price is more than Rp. 1,000,000,- (one million rupiah);
5. securities in any name and in any form, as long as the nominal price is more than Rp. 1,000,000,- (one million rupiah).

2. Documents used as evidence in court.

Thus, the absence of a seal in a letter of agreement does not mean that the legal act is invalid, but only that the letter of agreement does not meet the requirements as a means of proof. If a contract document made without a seal, or made on plain paper other than seal paper will be used as evidence in court, it must first be sealed or *nachzageling*. [\[15\]](#)

For digital contract documents that are to be submitted as evidence, generally formalization is carried out later. Written or letter evidence is the most important form of evidence in civil cases so it is placed first and at the top. In the field of civil law, people who carry out civil legal acts generally deliberately create written evidence for the purposes of proving it at a later date. [\[16\]](#) In civil cases, proof becomes very important when a dispute occurs between the parties relating to a party feeling that their civil rights have been harmed by filing a lawsuit in court to obtain legal certainty and appropriate resolution. Because the court is the last bastion of every legal subject to obtain justice as we all hope for.

However, the absence of a seal in a piece of written evidence, for example a letter of agreement, does not mean that the legal act (the agreement is invalid), but only that it does not meet the requirements as a means of proof, while the legal act remains valid because whether an agreement is valid or not is not determined by the seal, but is determined by Article 1320 Civil Code. This can be seen from the provisions of the Stamp Duty Law prior to the enactment of the latest Stamp Duty Law, namely Number 13 of 1985 concerning Stamp Duty, that a document which was not initially stamped and will be used as evidence in court can then be stamped later. /Then. [\[17\]](#)

Stamp duty is then a method of paying off Stamp Duty which is carried out by Postal Officials at the request of document holders whose Stamp Duty has not been paid properly. If a letter of agreement was not previously stamped and will be used as evidence in court, the post-stamping can be carried out later (*nazeggellen*). It needs to be reiterated that non-payment of Stamp Duty in the agreement will have an impact on its strength as evidence. As previously explained, Stamp Duty is a tax on documents, including letters of agreement which are made with the aim of being used as a means of proof regarding acts, facts or circumstances of a civil nature. If an agreement or contract document that is not affixed with a stamp turns out to be used as evidence, the Stamp Duty Law regulates that documents for which the Stamp Duty is not or is not paid properly is subject to an administrative fine of 200% (two hundred percent) of the Stamp Duty. not or underpaid. The method of payment is that the document holder must pay the Stamp Duty owed along with the fine by means of subsequent stamping which can be done through the Post Office Official. [\[18\]](#)

Post-stamping must then be done by the holder of the document using a stick-on seal or SSP (Tax Deposit Letter). Post-stamping then using an affixed seal or SSP must be verified by the Post Office. The first and third sheets of the SSP used for later post-stamping must be attached with the list of documents that are sealed later and the list of documents is an attachment of the first and third sheets of the SSP which are inseparable. Confirmation of the seal can then be done after the document holder pays the fine. The amount of Stamp Duty that must be paid by way of post-stamping is then: [\[19\]](#)

1. Documents that originally did not owe Stamp Duty, but will be used as evidence in court are equal to the amount of Stamp Duty that is owed in accordance with the rules in force at the time the post-stamp is then done.
2. Documents for which Stamp Duty is not or is not paid properly is equal to the Stamp Duty owed.
3. Documents made abroad that will be used in Indonesia are as much as the Stamp Duty that is owed in accordance with the regulations in force at the time the stamping is then done.

Paying a fine of 200% (two hundred percent) for document holders whose Stamp Duty is not or less than paid as it should be. Paying a fine of 200% (two hundred percent) for holders of documents made abroad that will be used in Indonesia, only done after the document is used. Then based on the decision of the Director General of Taxes on Post-Stamping Procedures, then stipulates that:

1. The procedure for post-stamping then is to use a stick-on seal as follows:

- a. The holder of the document brings the document that will be paid for by post-stamping then to the Post Office at the nearest Post Office.
- b. The holder of the document pays the Stamp Duty owed on the document that is then sealed by affixing a sticker seal to the document that will be sealed later.
- c. Document holders whose Stamp Duty is not or is not paid properly are obliged to pay an administrative fine of 200% (two hundred percent) of the Stamp Duty which is not or is not paid enough by using a tax deposit letter with type code MAP 0174.
- d. The document was then sealed and the SSP stamped " Has been sealed then in accordance with Law Number 13 of 1985 as further regulated by the Minister's Decree

Finance Number 476/KMK.03/2002" by the Postal Official accompanied by the signature, name and number of the Postal employee concerned. In accordance with the explanation above, the payment of Stamp Duty is very dependent on the community because in this case the community is given the responsibility to pay off its own obligations in paying Stamp Duty. This trust requires honesty and obedience from every member of society

From the provisions as stated above, it can be interpreted that the previous document or agreement letter did not pay off Stamp Duty, resulting in the document or agreement letter being deemed to be unstamped and in accordance with the provisions of the Law, payment of Stamp Duty can be made with a later stamp duty. So, non-payment of Stamp Duty does not have an impact on whether the agreement must be canceled or whether a letter of agreement is invalid. If the agreement letter has been made based on Article 1320 of the Civil Code, it is legally valid and does not depend on the presence or absence of a seal. The effect given if the document or letter of agreement is not stamped is only that the document or letter of agreement cannot be served by public officials in legal traffic as in Article 11 of Law Number 13 of 1958 concerning Stamp Duty 1985 because the document or letter of agreement is considered does not comply with legal procedures in this case which applies Law Number 13 of 1958 concerning Stamp Duty 1985 with its Implementing Regulation PP 24 of 2000. However, this is often complained about because the stamp fee is 200 percent. Therefore, the Stamp Duty Law Number 10 of 2020 provides an alternative regarding electronic stamps.

Prospects for Electronic Stamps in Stamp Duty Law Number 10 of 2020

It is recognized that the development of information technology has had a positive impact on the development of business law, especially since the development of the internet, namely a connection between computer networks, which is used to support business activities, with its contribution to efficiency, speed, ease and practicality. The internet has made it easy to communicate locally, regionally, nationally and internationally without geographical barriers between countries, including electronic business communications which are then outlined in electronic contracts.

An electronic contract is an agreement made by the parties through an electronic system, this is as stated in article 1 number 17 of the ITE Law. In principle, electronic contracts are contracts in general.^[20] The difference is that electronic contracts use an electronic system while ordinary contracts do not use an electronic system. Meanwhile, what is meant by electronic system is a series of devices that are useful for preparing, collecting, managing and disseminating electronic information. This electronic system is used as a medium by the parties to create electronic contracts. This electronic contract is a contract whose creation is realized through real legal acts in the form of electronic transactions. This electronic transaction is a legal act that uses electronic media. Implementation of electronic transactions can be carried out within the scope of public law and private law.

This provides an opportunity for the use of information technology by state administrators, people, business entities or the community which must be done well, wisely, responsibly, effectively and efficiently in order to obtain maximum benefits for society.

Stamp Duty is a tax imposed on the use of documents, such as letters of agreement, notarial deeds, payment receipts, securities and securities, which contain amounts of money or nominal amounts above a certain amount in accordance with the provisions and documents used as evidence in court. Arrangements Stamp duty is currently deemed necessary for renewal. This is because existing regulations, namely Law Number 13 of 1958 concerning Stamp Duty, do not yet cover online transactions which are currently experiencing rapid progress. Basically a transaction *online* is also an agreement, but uses an informatics system. Apart from that, the ITE Law also supports this transaction, this is shown by the acknowledgment of the transaction *online*. However, the current Stamp Duty regulations still do not cover transactions *online*. Stamp Duty regulations only regulate certain objects.

The development of Information and Communication Technology (ICT) has brought about major changes in social, economic and societal systems. ICT is currently involved in every aspect of human life. ICT affects all aspects of human life, from the way he sends letters to making business deals with business partners who are even on other continents. The government has accommodated various changes caused by the use of ICT in business, government or everyday life by issuing the ITE Law. The ITE Law has quite a big influence regarding how everyone in Indonesia uses ICT. Article 5 of the ITE Law states that Electronic Information and/or Electronic Documents and/or printouts are valid legal evidence, Electronic Information and/or Electronic Documents and/or printouts as intended in paragraph (1) are an extension of evidence. which is valid in accordance with the procedural law in force in Indonesia. However, even with the ITE Law which regulates and recognizes electronic documents, electronic transactions and others.

In the Stamp Duty Law Number 10 of 2020, the implementation of electronic Stamp Duty or digital Stamp Duty has begun. Electronic Stamp Duty (e-Meterai) is a stamp used for electronic documents. Previously, Stamp Duty was only in paper form and was used for documents in physical or paper form as well. Now, digital stamp duty is used for electronic documents, considering that digital transactions are increasing. This is also supported by the Information and Electronic Transactions (ITE) Law no. 8 of 2011 in Article 5 paragraph (1) which states that electronic documents are valid legal evidence. This means that the position of electronic documents is equal to paper documents. So it's necessary *equal treatment* paper documents with electronic. Types of Seals in the latest Stamp Duty Law include affixed seals and electronic seals.

The implementation of e-Meterai certainly requires its own technological support. This e-Seterai is planned to be shaped like a credit. So the concept is a kind of code generator created by the system. This code generator will be distributed through channels. This code generator will be filled with a kind of digital wallet (e-Wallet). This e-Meteri digital wallet contains the total value of stamp duty that has been paid. This channeling is implemented in 4 channels, namely:

1. All H2H electronic channels

This electronic seal will be directly connected to the electronic system that contains electronic documents. Where this electronic document has the concept of API (Application Programming Interface) integration or from system to system. Electronic documents created in the electronic channel will automatically be registered based on the documents created and in accordance with the criteria. This means that this channel is a Host to Host (H2H) system for e-Wallets created on a particular system.

2. Electronic channels are connected to e-Wallet

The electronic channel system for physical documents also uses e-Wallet. However, it is recorded by a machine connected to a digital wallet. So this document is entered into a machine connected to the e-Wallet, then immediately read electronically.

3. Channels on 'merchants' for affixed seals

This is a channel where 'merchants' use certain computers or certain 'printer' machines or certain paper to print sticky stamps. This option is a method when you need a sticky stamp for physical documents.

4. e-Meterai Saluran POS

This electronic seal system or e-Meterai is also connected to the POS (Point of Sales) system. Every receipt or transaction document generated by this POS, as long as it meets the criteria, will automatically be stamped.

Stamp Duty payable means that the nominal Stamp Duty must legally be remitted to the state. The 2020 Stamp Duty Law came into force on January 1 2021. This means that the use of electronic Stamp Duty will begin. However, when electronic stamp duty is implemented, paper stamp duty does not automatically apply. The DJP emphasized that paper stamp duty will still be used for the next 1 year throughout 2021. However, the value of the paper stamp duty used by combining the value stated on the stamp duty is at least IDR 9,000. This is valid until December 31 2021, while electronic stamp is still waiting for implementing regulations to be issued and the establishment of an established platform for electronic stamp.

CONCLUSION

The conclusions that can be drawn from this presentation are as follows. Firstly, in practice, regarding the post-stamping of digital agreements, the agreement is documented in a tangible document or if it is used as court evidence, then the document is sealed and then it is charged to the parties involved in the case. Basically, because the validity of an agreement is not determined by the presence or absence of a seal but by Article 1320 of the Civil Code, the seal is not absolute, but is still required as a condition for authenticating the deed. This means that the seal is not a benchmark that determines the validity of an agreement. The weakness of this is that subsequent stamping fees tend to be expensive and also the Stamp Duty regulations prior to the Stamp Duty Law Number 10 of 2020 did not fully regulate Stamp Duty transactions, this is because there are many factors that influence electronic contracts not being regulated in transactions. *e-commerce*, some of these factors were because at that time the internet was still not developing rapidly in Indonesia, apart from that the development of electronic transactions was still not fast, especially this was in line with the first factor, and there were still no regulations that facilitated and recognized transactions. *e-commerce* at the time. The documents that must be imposed by Stamp Duty in Law Number 13 of 1958 concerning Stamp Duty on digital transactions are carried out if the documents are physically present or documents that have been *printed* or documents that want to be used as court evidence that are done by post-stamping later.

Second, the prospect of an electronic seal in the Stamp Duty Law Number 10 of 2020 is very large, both in terms of state revenue, and in terms of digital contract signing, so there is no need to hold a later signing or *print* first from the document and a sticky seal and wet signature is carried out. However, this has weaknesses such as how this provision can create obstacles in the business sector because there are so many things that need to be sealed, especially transactions. *e-commerce*. Therefore, the implementing regulations of Law Number 10 of 2020 must be carefully reviewed so that electronic stamp does not end up hampering the business world.

SUGGESTION

Some suggestions that can be taken *stakeholder* related are as follows. Firstly, as a law-abiding citizen, it is best to have the correct knowledge regarding the function of the seal in a letter of agreement so that in the future you will not feel that your interests have been harmed by a problem that is actually very simple. Second, the public's erroneous perceptions and habits regarding the use of seals as requirements for the validity of an agreement need to be changed because this could have an adverse impact on the public's legal awareness in the future. The participation of the Government and all parties who have legal knowledge is very necessary in overcoming this to prevent the same mistakes in the next generation. Third, there needs to be an in-depth study

regarding the implementation of electronic stamp duty. Don't let this regulation actually hamper the business world and make business not run as it should.

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FOOTNOTES

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