

ABSTRACT

In the quick developed information technology, it has been found a technique to carry out commerce transaction through the Internet, as a media to carry out the agreement without have to meet (*e-commerce*). By the presence of this *e-commerce*, it is still met many emerged constraints and problems. Among others are the *e-commerce* transaction law force, the legality of electronic documents, and the law choices.

The particulars have not been specifically arranged yet in the regulation of legislation in Indonesia, while the *e-commerce* have gone on and got the positive reception from the people. This can lead the negative impact because without the presence of the regulation that provide the basis for the occurrence of *e-commerce* transaction, then it can said that to the transaction become have no the law certainty.

There are indeed some old rules that can became the basis if occur the conflict, but it will clearer the validity if there is a regulation that expressly to arrange about *e-commerce*. The regulation about the electronic document to be the evidence of the agreement reached occurrence between the parties so that express the agreement, it is not yet arranged in the regulation of legislation in Indonesia. There is a regulation No. 8, 1997, about the Firm Document, but in the regulation is not relevant in studying or accommodating what is meant by the electronic document in *e-commerce*. While UNCITRAL Model Law cannot also applied its validity in Indonesia because have not been ratified yet. To follow up the case, then it is need to be formed immediately the rule of legislation that expressly to arrange about *e-commerce*.