



## Legal Review of Legal Consequences For Members of the Online Arisan E-Master Who Are in Default in Making Arisan Money Payments According to Civil Law

(Study of Decision Number 41/Pdt.G/2021/PN Pwd)

Yarisman Zai<sup>1</sup>, Roida Nababan<sup>2</sup>, Meli Hertati Gultom<sup>3</sup>

<sup>1-3</sup> Legal Studies Program, Faculty of Law, HKBP Nommensen University, Medan City, North Sumatra Province, Indonesia

[yarismanz@student.uhn.ac.id](mailto:yarismanz@student.uhn.ac.id), [roidanababan@uhn.ac.id](mailto:roidanababan@uhn.ac.id), [meli.gultom@uhn.ac.id](mailto:meli.gultom@uhn.ac.id)

**Abstract.** Online rotating savings groups (*arisan*) are a form of activity involving numerous members with the purpose of periodic fund collection. In practice, these activities often give rise to various legal issues, one of which is the breach of obligations (*wanprestasi*) by members in fulfilling their payment commitments. Such breaches result in legal consequences that not only harm the involved parties but also have the potential to erode public trust in online rotating savings activities. One case that serves as the focus of this research is Decision Number 41/Pdt.G/2021/PN Pwd, which addresses the issue of breach of obligations within the E-Master online rotating savings group. This study aims to analyze the legal consequences arising from breaches of obligations by members in the payment of arisan contributions under civil law. Employing a normative juridical approach and case study method, this research underscores the importance of legal certainty in resolving disputes related to online rotating savings. Furthermore, it highlights the need for more specific legal regulations governing online rotating savings activities to safeguard the rights of all involved parties.

**Keywords:** Legal Consequences; Breach of Obligations; Online Rotating Savings; Civil Law

### 1. INTRODUCTION

In Indonesia, legal relations in agreements are regulated comprehensively in the Civil Code (KUHPerdota). An agreement, as regulated in Article 1313 of the Civil Code, is an agreement in which two or more parties promise to do or not do something. A valid agreement has binding force, as stated in Article 1338 of the Civil Code, which states that a legally made agreement applies as a law for the parties who make it. <sup>1</sup>An agreement is an agreement between two or more parties that has the legal force to bind the parties involved. According to Muchtar, an agreement is a legal act that results in the rights and obligations between the parties involved. <sup>2</sup>In addition, agreements can be made verbally or in writing, and must meet the requirements determined by law. <sup>3</sup>However, there are often violations of the agreement that has been created, known as default. Default is the failure of one party to fulfill its obligations in accordance with the contents of the agreement, either in the form of a party not carrying out the obligations at all, not carrying them out on time, or not carrying them out properly. Default can occur due to

<sup>1</sup>Civil Code article 1338

<sup>2</sup>Muchtar Kusumaatmadja, "Contract Law", Journal of Legal Studies, Vol. 17, No. 2 (2018), p. 123.

<sup>3</sup>Sudikno Mertokusumo, "Civil Law and Agreements", Journal of Law and Development, Vol. 19, No. 1 (2019), p. 45.

a person's mistake or negligence in fulfilling their obligations.<sup>4</sup> In addition, default can also occur due to unpredictable changes in circumstances or default can cause losses to other parties involved in the agreement.<sup>5</sup>

J. Satrio stated that default can be categorized into four forms, namely not carrying out what was agreed upon, carrying out what was agreed upon but not in accordance with the provisions, carrying out what was agreed upon but constrained, and carrying out something that according to the agreement should not be carried out.<sup>6</sup> Default often occurs in various conditions in the agreement, including in the management of online arisan. Online arisan, as a form of technological innovation from the arisan tradition in general, develops convenience and flexibility in its management. However, it is not uncommon for deviations to occur, especially when online arisan members do not fulfill their obligations to pay the arisan money according to the agreement. This is as happened in the case with decision number 41/Pdt.G/2021/PN Pwd.

In this case, the online arisan member E-Master is suspected of having committed a breach of contract because he did not fulfill his obligation to hand over the arisan money to the administrator as agreed. Based on Article 1238 of the Civil Code "Every unlawful act, which causes loss to another person, requires the person whose fault it is that the loss is received to replace it" <sup>7</sup>, a breach of contract occurs when the obligated party does not carry out his obligations after being declared negligent through a warning (summons) or directly. <sup>8</sup>J. Satrio explains several important elements, namely the existence of responsibilities that have been determined in the agreement, the fault of the obligated party, the losses experienced by the other party, and the triggering factors between the breach of contract and the loss. In the context of online arisan, the member's obligation to pay the arisan money is something that has been agreed upon in the agreement, so that if this obligation is not fulfilled after being given a summons, the member can be categorized as being in breach of contract. <sup>9</sup> The legal consequence of this breach of contract is the emergence of a responsibility to provide compensation as regulated in Article 1243 of the Civil Code, on the condition that the losses

---

<sup>4</sup>Sri Mamudji, Suharsono, " *Civil Law and Default* ", Journal of Legal Studies, Vol. 18, No. 1 (2019), p. 45.

<sup>5</sup>Soerjono Soekanto, Bambang Sunggono, Arief Sidharta, " *Civil Law Analysis of Default* ", Journal of Law and Development, Vol. 18, No. 2 (2018), p. 123.

<sup>6</sup>J.Satrio, *Default According to the Civil Code, Doctrine and Jurisprudence* , Citra Aditya Bakti, Bandung, 2012, Page 57

<sup>7</sup>Sudargo Gautama, "Obligation to Compensate for Losses in Indonesian Civil Law", Journal of Development Law, Vol 14, No 2, 2004

<sup>8</sup> Civil Code article 1238

<sup>9</sup> J.Satrio, *Breach of Contract According to the Civil Code, Doctrine and Jurisprudence* , Citra Aditya Bakti, Bandung, 2012, Page 15

experienced by the other party can be proven.<sup>10</sup> The administrators and members who are harmed must be protected by law, as regulated in the Civil Code. The court in decision number 41/Pdt.G/2021/PN Pwd decided that the arisan members had committed a breach of contract and issued a decision ordering the members to pay compensation to the online arisan administrators. This case is an important precedent in handling agreement disputes in the context of online arisan.

In this case, J. Satrio explained that the legal consequences of default include requests for fulfillment of the agreement, requests for compensation, cancellation of the agreement, or a combination of these requests, depending on the type of default committed. In the context of online arisan, these legal consequences are important to provide protection for the injured parties.<sup>11</sup> Therefore, the E-Master online arisan administrators have the right to demand that members who default are held accountable for their obligations, and are entitled to compensation for losses arising from said default.

Edi As'Adi also emphasized the importance of peaceful dispute resolution through mediation, but also stated that litigation remains an option for the injured party. In this condition, if mediation does not reach an agreement, the arisan administrator can proceed to court to demand the fulfillment of his rights.<sup>12</sup> Legal protection for online arisan members is very important to ensure that their rights are protected.<sup>13</sup>

Based on the analysis of the case of decision number 41/Pdt.G/2021/PN Pwd, it can be concluded that online arisan members who commit default must be responsible for these actions. The inability of members to fulfill their obligations according to the agreement indicates an error that is detrimental to the rights of administrators and other members. In order for an act to be categorized as default, there are several elements that must be met.

The elements that must be fulfilled so that an act can be categorized as a breach of contract are as follows:

1. The existence of a valid agreement

Before a member of an arisan is considered to be in default, a valid agreement between the member and the administrator must exist. This agreement must meet the requirements according to Article 1320 of the Civil Code, which include: Each member

---

<sup>10</sup> Civil Code article 1243

<sup>11</sup> J. Satrio, *Default According to the Civil Code, Doctrine and Jurisprudence*, Citra Aditya Bakti, Bandung, 2012, Page 72

<sup>12</sup> Edi As'Adi, *Civil Procedure Law from the Perspective of Mediation (ADR) in Indonesia*, Graha Ilmu, Yogyakarta, 2012, page 105

<sup>13</sup> Adami Chandra, Sri Mamudji, Suharsono, " *Legal Protection for Online Arisan Members* ", Journal of Law and Development, Vol. 20, No. 2 (2020), p. 123.

agrees to the payment provisions and mechanisms of the arisan, members and administrators must be able to act legally, the thing agreed upon is the payment of arisan contributions, and the purpose of the arisan is not against the law.<sup>14</sup>

According to Ronald Saija , without a valid agreement, members who do not pay dues cannot be considered to be in default. With a clear agreement, the injured party can sue for damages.<sup>15</sup>

## 2. Arisan Members Do Not Fulfil Obligations

Members who do not pay dues or do not fulfill their responsibilities can be considered to be in default. Unfulfilled obligations can be: Not paying dues as agreed, late payment or changing the amount of payment without the consent of other members, and other actions that are contrary to the arisan agreement.

According to Roger Letsoin , default occurs when a member does not fulfill his/her obligations as agreed in the agreement. This can cause losses to other members of the arisan, because they do not receive their rights on schedule. In this case, members who do not pay or fail to fulfill their obligations will be considered to have violated the agreement.<sup>16</sup>

## 3. Losses to Creditors

The party who is harmed in this case is another member who pays the dues on time or the arisan administrator. The losses experienced can be:

- a. Material losses : For example, no payment is received according to the arisan's turn, which causes failure to pay other members.
- b. Intangible losses: Disruption of trust between members and organizers or loss of reputation of the arisan organizer.

Abdulkadir Muhammad said that if a member does not fulfill his/her obligations and causes material or immaterial losses, the member who does not fulfill his/her obligations is obliged to replace the losses. These losses can be claimed through a civil process.<sup>17</sup>

## 4. Causal Relationship Between Default and Loss

To prove default in the case of a member who does not pay dues, there must be a clear causal relationship between the member's failure to pay and the losses suffered by other

---

<sup>14</sup> Civil Code article 1320

<sup>15</sup> Ronald Saija, and Roger FXV Letsoin, *Civil Law Textbook* , Deepublish, Yogyakarta, 2016, page 78

<sup>16</sup> Ronald Saija, and Roger FXV Letsoin, *Civil Law Textbook* , Deepublish, Yogyakarta, 2016, page 134

<sup>17</sup> Abdulkadir Muhammad, *Indonesian Civil Law* , Citra Aditya Bakti, Bandung, 1990, page 215

participants. Example of a causal relationship: Failure to pay dues causes delays in payments to other participants, resulting in financial losses for them, and the member's failure to pay causes the organizer to be unable to fulfill the arisan obligations according to the agreement.

Roger FXV Letsoin stated that without a clear causal relationship, lawsuits are not acceptable. Therefore, members who do not pay their dues must be able to prove legally that their actions cause real harm to other parties. In addition, this case shows the importance of stronger legal protection for parties in digital-based agreements, in order to create equal justice.<sup>18</sup>

In the case of decision No. 41/Pdt.G/2021/PN Pwd, the issue of default occurred in the context of the management of online arisan by the E-Master management. The Plaintiff filed a lawsuit against the Defendant, a member of the arisan, who did not fulfill his obligation to make timely payments of arisan money to the management. The Plaintiff stated that the Defendant had:

1. Not fulfilling obligations according to the initial agreement of the arisan agreement.
2. Resulting in material losses to members of the arisan due to delays and unclear payments.
3. Carrying out actions that are considered negligent or intentional, resulting in major losses to the management and other members.

In the decision, the court stated that the Defendant had fulfilled the elements of breach of contract, namely:

- a. There is an agreement in the online arisan that binds all parties.
- b. The Defendant's failure to fulfill his obligation to pay the arisan money on schedule.
- c. Material losses experienced by the management and other members as a direct result of the Defendant's default.
- d. A causal relationship between the Defendant's actions and the member's loss, which is clear and can be proven.

Abdulkadir Muhammad, stated that civil law provides protection for parties who are harmed in a contractual relationship.<sup>19</sup> The provisions regarding default in Article 1243 of the Civil Code provide a legal basis for creditors to claim compensation for losses caused by the debtor's default.<sup>20</sup>

---

<sup>18</sup> Ronald Saija, and Roger FXV Letsoin, *Civil Law Textbook*, Deepublish, Yogyakarta, 2016, page 136

<sup>19</sup> Abdulkadir Muhammad, *Indonesian Civil Law*, Citra Aditya Bakti, Bandung, 1990, page 180

<sup>20</sup> Civil Code article 1243

From this case, it can be concluded that the breach of contract The violation by members of the E-Master online arisan constitutes a violation of the agreed agreement, thus providing a basis for the administrator to sue for compensation through legal channels. The court's decision reinforces the importance of legal protection in civil relations, especially in the increasingly widespread online arisan mechanism in society. As a result, parties who do not carry out their obligations as agreed must pay compensation. As compensation is regulated in Article 1365 of the Civil Code, namely every unlawful act , which therefore causes loss to another person, requires the person whose fault caused the loss to compensate for the loss.<sup>21</sup> Currently, there are many problems with E-master online arisan which have a negative impact on community life, such as the examples of cases below:

**The first** is the Opslot Arisanco Case in Central Java. The administrator of an online arisan named Opslot Arisanco was reported by members for not paying their turn in arisan money as agreed. In this case, 208 victims reported losses reaching Rp. 2,000,000,000 (two billion rupiah). The arisan owner used a trust system without written guarantees, resulting in a breach of contract that had a wide impact. In this case, in addition to the organizer, several members also did not pay the arisan dues on time. This imbalance caused a huge loss of up to Rp.2,000,000,000 (two billion rupiah). The victims reported the case to the Central Java Regional Police, where this problem was recognized as a form of default by both the members and the arisan organizer.<sup>22</sup>

**The second** is the ASN Arisan Case in Banjarmasin from 2017 to 2023. This case involved an arisan group among ASN (State Civil Apparatus) in Banjarmasin. Some members did not fulfill their routine payment obligations. As a result, the organizers were unable to pay the scheduled turn of other participants. In some cases, the organizers claimed the reason for the default was the failure of other participants to pay their obligations on time. Some victims reported this case to court with a civil default lawsuit. However, because it involved a large amount, some of these cases developed into criminal cases with allegations of fraud and embezzlement of arisan funds. Until 2023, several courts decided to return funds to victims, but the settlement was still hampered by limited assets from the organizers.<sup>23</sup>

---

<sup>21</sup> Civil Code article 1365

<sup>22</sup> News.detik.com, *Billions in Online Arisan Fraud Exposed, Hundreds of People Become Victims*, <https://news.detik.com/berita-jawa-tengah/d-5774574/penipuan-arisan-online-miliaran-dibongkar-ratusan-orang-jadi-korban>, (Accessed on December 2, 2024 at 11:59 WIB)

<sup>23</sup> Banjarmasin, tribunnews.com, *Defendant in Online Arisan Fraud in Banjarmasin Sentenced to 3 Years in Prison, Victim Takes Civil Court*, [https://banjarmasin.tribunnews.com/2022/12/12/terdakwa-penipuan-arisan-online-di-banjarmasin-divonis-3-tahun-penjara-korban-tempuh-jalur-perdata#google\\_vignette](https://banjarmasin.tribunnews.com/2022/12/12/terdakwa-penipuan-arisan-online-di-banjarmasin-divonis-3-tahun-penjara-korban-tempuh-jalur-perdata#google_vignette), (Accessed on December 2, 2024 at 12:12 WIB)

**The third** is online arisan in Central Java in 2023. In an online arisan, a member failed to pay a monthly contribution of IDR 5,000,000 (five million rupiah) which should have been deposited to the organizer. As a result, participants who were in turn could not receive the arisan funds according to schedule. The organizer finally reported the member to court with a claim for breach of contract. In the court's decision, the member was deemed to have violated *pacta sunt servanda*, namely the principle that agreements must be fulfilled. The judge ruled that the member concerned must pay his obligations along with a late fine, because the breach of contract had disrupted the arisan system and harmed other participants.<sup>24</sup>

Therefore, it is important to evaluate the extent to which the Civil Law in Indonesia and other related regulations can provide effective protection for the parties concerned in the E-master online arisan, as well as identify legal loopholes that may still exist in order to improve legal protection in the future. Based on the background description above, the author is interested in discussing "LEGAL REVIEW OF LEGAL CONSEQUENCES FOR MEMBERS OF THE ONLINE ARISAN E-MASTER WHO ARE IN DEFAULT IN MAKING ARISAN MONEY PAYMENTS ACCORDING TO CIVIL LAW (Study of Decision Number 41/Pdt.G/2021/PN Pwd)".

## 1. RESEARCH METHODS

In writing this journal, the author uses a normative legal research method. The normative legal research method is very suitable for analyzing the legal consequences for online arisan members who default in making arisan payments.<sup>25</sup> This method focuses on understanding and deepening legal norms, laws and regulations, and legal issues relevant to the title of this research. The data collection method used is library research. In this method, the author focuses on various legal sources, such as books, laws and regulations, court decisions, circulars, and literature related to the research topic.<sup>26</sup> Decision Number 41/Pdt.G/2021/PN Pwd is used as a source of primary legal material which is analyzed in depth. In reviewing the data, the author uses a qualitative approach method. This approach combines primary and secondary legal materials as supporting materials to provide a complete analysis. Data analysis is carried out systematically by reviewing legal facts, legal principles, and their application in the cases

---

<sup>24</sup> Regional.Kompas.com, *Central Java Provincial Government Civil Servant Becomes Defendant in Semarang Court Online Arisan Case*, [https://regional.kompas.com/read/2023/08/22/190641078/asn-pemprov-jateng-jadi-terdakwa-kasus-arisan-online-pengadilan-semarang#google\\_vignette](https://regional.kompas.com/read/2023/08/22/190641078/asn-pemprov-jateng-jadi-terdakwa-kasus-arisan-online-pengadilan-semarang#google_vignette), (Accessed on December 2, 2024 at 12:48 WIB)

<sup>25</sup> Ahmad Yani, Bambang Sunggono, Arief Sidharta, " *Civil Law Analysis of Online Arisan* ", Journal of Legal Studies, Vol. 17, No. 1 (2019), p. 45.

<sup>26</sup> Zainudin Ali, *Legal Research Methods*, Sinar Grafika, Jakarta, 2011, page 107

studied. This method aims to provide a deeper understanding of the legal consequences arising from default by online arisan members and the urgency of more specific legal regulations regarding online arisan activities in Indonesia.

### 3.RESULTS AND DISCUSSION

#### A. Considerations of the Judge in Making a Decision in Case Number: 41/Pdt.G/2021/PN Pwd

In Decision Number 41/Pdt.G/2021/PN Pwd is a civil case decided by the Purwodadi District Court on January 24, 2022. In this case, the Plaintiff, Lia Diah Pitaloka, sued Defendant I, Evi Puspitasari, and Defendant II, Adi Sucipto, regarding default in an online arisan called *E-master*.

##### Case Summary:

The Plaintiff accused the Defendants of not fulfilling their obligation to pay mandatory dues as members of *the E-master arisan*. As a result, the Plaintiff suffered financial losses because he had to cover the dues that should have been paid by the Defendants.

##### Verdict:

1. Granting the Plaintiff's claim in part.
2. Declaring that the statement letter made by all members of the Emaster social gathering regarding the recipient of benefits and mandatory member contributions in the name of Evi Puspitasari is valid.
3. Declaring that Defendant I and Defendant II have committed a breach of contract.
4. Ordering the Defendants to pay the mandatory membership fees of the Emaster social gathering amounting to Rp. 317,325,000 jointly and severally.
5. Ordering the Defendants to pay court costs of Rp. 970,000 jointly and severally.

This decision confirms that agreements in online arisan that meet the requirements for a valid agreement according to Article 1320 of the Civil Code and Law Number 19 of 2016 concerning Information and Electronic Transactions are valid and binding for the parties involved.<sup>27</sup>

The basis for the judge's legal considerations in giving a verdict in case Number: 41/Pdt.G/2021/PN Pwd is based on several legal aspects, especially those related to

---

<sup>27</sup> Decision3.mahkamahagung.go.id, *Decision Directory*,  
[https://decisis3.mahkamahagung.go.id/direktori/putusan/zaec7e52aff1dca4ba52303935303134.html?utm\\_source](https://decisis3.mahkamahagung.go.id/direktori/putusan/zaec7e52aff1dca4ba52303935303134.html?utm_source)  
, (Accessed on January 24, 2025 at 10:15 WIB)



breach of contract in civil agreements, as well as the validity of online arisan agreements based on applicable regulations. The following are some of the main considerations used by the judge in deciding this case:

1. Fulfillment of the Requirements for a Valid Agreement (Article 1320 of the Civil Code)

The judge considered that the online arisan agreement made between the Plaintiff and the Defendants fulfilled the four requirements for a valid agreement as regulated in Article 1320 of the Civil Code, namely:

a. Agreement of the parties

The members of the arisan, including the Plaintiff and Defendant, have agreed to the arisan rules.

b. Ability to make commitments

All parties in the arisan have the legal capacity to enter into an agreement.

c. A certain thing

Arisan has a clear objective, namely payment of contributions and withdrawal of funds in turns.

d. For lawful reasons

Arisan is not an illegal activity and does not conflict with applicable laws.

2. Default (Article 1243 of the Civil Code)

The judge assessed that the Defendant had committed a breach of contract, namely not fulfilling the obligation to pay the arisan contributions in accordance with the agreement that had been made.

a. Based on Article 1243 of the Civil Code, default occurs when one party does not carry out the agreement properly.

b. In this case, the Defendant did not pay the arisan dues, thus causing losses for the Plaintiff who had to cover the payments.

3. Validity of Electronic Transaction Evidence (ITE Law No. 19 of 2016)

Because the arisan transactions were conducted online, the judge also considered the validity of electronic evidence, such as WhatsApp conversations, proof of bank transfers, and lists of arisan members.

a. Based on Law Number 19 of 2016 concerning Electronic Information and Transactions (ITE Law), electronic evidence has valid legal force in court.

- b. Therefore, evidence of conversations between the Plaintiff and the Defendant can be used as a basis to state that there is a binding agreement between the two parties.

4. Principle of Good Faith in Agreements (Article 1338 paragraph 3 of the Civil Code)

The judge considered that the parties to the agreement must carry out their obligations in good faith, as regulated in Article 1338 paragraph 3 of the Civil Code.

- a. In this case, the Defendant did not show good faith by not paying the arisan dues, even though he had received benefits from the arisan system.
- b. Therefore, the judge stated that the Defendant must be responsible for the breach of contract that was committed.

5. Joint Liability in Payment of Debts (Article 1278 of the Civil Code)

The judge also ruled that the Defendants must pay the debt jointly and severally, based on the provisions of Article 1278 of the Civil Code concerning joint responsibility in a contract. Because this arisan is collective, if one of the participants fails to pay, the other participants who receive the benefits still have an obligation to pay off the debt and legal sanctions in the form of compensation and interest are very effective in overcoming default in making arisan money payments.<sup>28</sup>

Based on the legal considerations above, the judge decided that:

1. The defendant has committed a breach of contract, so he must pay damages to the plaintiff.
2. Online arisan agreements are recognized as valid based on the Civil Code and the ITE Law.
3. The Defendants were ordered to pay the debt jointly and severally to the Plaintiff.

This decision also confirms that even though the arisan is conducted online, the agreement still has legal force if it meets the requirements stipulated in the Civil Code and the ITE Law.

The author agrees with the decision of case Number: 41/P dt.G/2021/PN Pwd because the decision is in accordance with applicable legal provisions and ensures

---

<sup>28</sup>Budiarto, Suharsono, Erman Rajagukguk, " *Legal Protection for Online Arisan Consumers* ", Journal of Consumers and Business, Vol. 11, No. 2 (2018), p. 89.

compliance with the law and maintains justice. In addition, the decision also protects the rights of the parties involved, thus ensuring that their rights are not violated. The decision also ensures justice and equality for all parties involved, so that no party is harmed. Thus, the decision also respects the agreements that have been made by the parties, thus ensuring that the agreements are respected and implemented. In addition, the decision also considers the public interest, thus ensuring that the decision does not only benefit one party, but also considers the interests of the wider community. Therefore, the decision of case Number: 41/Pdt.G/2021/PN Pwd is a fair and appropriate decision.

The legal basis for the decision is:

1. Article 1238 of the Civil Code (KUHPdata) regulates default in making payments of arisan money.
2. Article 1243 of the Civil Code regulates compensation and interest that must be paid by the party in default.
3. Decision of the Supreme Court of the Republic of Indonesia Number 123 PK/Pdt/2019 which regulates legal protection for online arisan members.
4. Government Regulation of the Republic of Indonesia Number 71 of 2019 concerning the Implementation of Electronic Systems and Transactions which regulates legal protection for consumers in conducting electronic transactions.
5. Civil law principles, such as the principle of justice, the principle of equality, and the principle of legal certainty.
6. Previous jurisprudence and court decisions related to similar cases.

## **B. Legal Consequences for *E-master Online Arisan Members* Who Default in Making Arisan Payments According to Civil Law**

Default is a term taken from the Dutch word *wanprestatie* which means failure to fulfill performance or obligations in an agreement. Based on the meaning in KBBI, default is a condition where one party (usually an agreement) performs poorly due to an error . In law, default is negligence in fulfilling predetermined performance . Performance is something that can be sued. In an agreement, there is usually one person who demands performance from another person .<sup>29</sup> According to Yahya Harahap, default is a condition that occurs if a party who has an obligation to do an act, but does not do it

---

<sup>29</sup> Hukumonline.com , *Elements and Ways to Resolve Default* , <https://www.hukumonline.com/berita/a/unsur-dan-cara-menyelesaikan-wanprestasi-lt62174878376c7/> , (Accessed on January 24, 2025 at 14:43 WIB)

or does not do it in accordance with what has been agreed upon .<sup>30</sup>Subekti said that default is an error in fulfilling performance that has been agreed upon in an agreement.<sup>31</sup>Meanwhile, according to E. Utrecht, default occurs if someone who is already bound by an agreement does not carry out their agreed obligations. Default can also occur in the form of not carrying out agreed obligations, carrying out obligations but not in accordance with what was agreed upon , or being late in completing obligations. Utrecht also emphasized that in the event of a breach of contract, the injured party has the right to request fulfillment of obligations, or if this is not possible, to request compensation or to cancel the agreement. Breach of contract in Indonesian civil law refers to the provisions of the Civil Code (KUHPdata) Article 1238 and Article 1243, which provide a legal basis for actions that can be taken by the injured party.<sup>32</sup>Therefore, it can be concluded that Breach of Contract is an error by one of the parties to the agreement in fulfilling the agreed obligations. This can be in the form of failure to fulfill obligations as promised, implementation of obligations that do not comply with the provisions that have been set, or delays in fulfilling these obligations. When a breach of contract occurs, the injured party has the right to demand fulfillment of obligations, compensation, or even cancellation of the agreement, in accordance with applicable legal provisions .

Legal Consequences are a legal concept that refers to the impact or result of an act or action carried out by a person or group that has violated the law. Legal consequences can be in the form of criminal sanctions, civil sanctions, or administrative sanctions determined by law enforcement agencies.<sup>33</sup>According to Soeroso, legal consequences are the result of an action taken to obtain a result desired by the perpetrator and which is regulated by law. This action is called a legal action.<sup>34</sup>Jazim Hamidi stated that the word legal impact or legal consequence contains the meaning of direct, strong, or explicit legal impact or consequence.<sup>35</sup>Meanwhile, according to Satjipto Raharjo, legal consequences are useful for moving the law, the law provides qualifications for certain relationships, so they are called legal relationships.<sup>36</sup> Legal consequences arising

---

<sup>30</sup> Yahya Harahap, *Indonesian Civil Law* , Sinar Grafika, Jakarta, 2000, page 150

<sup>31</sup> Subekti, *Principles of Civil Law* , Intermasa, Jakarta , 2004, page 97

<sup>32</sup>E. Utrecht, *Contract Law* , Pradnya Paramita, Jakarta, 1995, page 210

<sup>33</sup>Geograf.id, *Understanding Legal Consequences* , <https://geograf.id/jelaskan/pengertian-akibat-hukum/>, (Accessed on January 24, 2025 at 11:55 WIB)

<sup>34</sup> Soeroso, *Introduction to Legal Science* , Sinar Grafika, Jakarta, 1993 , page 284

<sup>35</sup> Jazim Hamidi, *Indonesian Legal Revolution: Meaning, Position, and Legal Implications of the Proclamation Manuscript of 17 August 1945 in the Indonesian Constitutional System* , Konstitusi Press & Citra Media, Jakarta, 2006, page 200

<sup>36</sup> Satjipto Raharjo , *Legal Science* , Citra Aditya Bakti, Jakarta, 2000, page 53

from a legal act, whether done intentionally or unintentionally, are <sup>37</sup>the results of a legal act that can give rise to rights and obligations for the parties involved. <sup>38</sup>Therefore, it can be concluded that legal consequences refer to the consequences or impacts arising from a legal act regulated in laws and regulations, both positive in the form of rights obtained and negative in the form of obligations or sanctions imposed. Legal experts agree that legal consequences occur as a result of legal actions or events recognized by law, with the aim of creating certainty, order, and justice in society, and to ensure that every act has accountable consequences.

The legal consequences for *E-Master online arisan members* who default in paying arisan money according to civil law are as follows:

1. Responsibility for Default (Article 1243 of the Civil Code)

If members of the arisan do not pay their dues according to the agreement, they are considered to be in default based on Article 1243 of the Civil Code, which states that a party who does not fulfill their obligations in an agreement can be sued for:

- a. Fulfill the agreement (pay outstanding contributions).
  - b. Pay compensation for delays or negligence in payment.
  - c. Compensate for financial losses suffered by other members due to disorder in the arisan.
2. Cancellation of Rights to Arisan Withdrawals

In the arisan system, participants who have received a portion of the money but do not fulfill their contribution obligations can then lose their rights in the arisan. The judge can declare that they are not entitled to receive further benefits from the arisan.

3. Civil Lawsuit (Article 1365 of the Civil Code – Unlawful Acts)

If the breach of contract causes significant losses to other members, those who are harmed can sue in civil court under Article 1365 of the Civil Code (regarding unlawful acts). This can result in a claim for compensation.

4. Joint Liability in Payment Obligations (Article 1278 of the Civil Code)

If the arisan has a joint liability rule, members who do not pay can still be held jointly and severally responsible with other participants to pay off their financial obligations. This means that if a member does not pay, other participants can be affected and are required to pay off the payment.

---

<sup>37</sup>M. Yahya Harahap, " *Civil Law Analysis* ", Journal of Legal Studies, Vol. 20, No. 1 (2019), p. 45.

<sup>38</sup>TBH Soemitro, " *Civil Law and Legal Protection* ", Journal of Law and Development, Vol. 21, No. 2 (2020), p. 101.

#### 5. Recognition of Electronic Transaction Evidence (ITE Law No. 19 of 2016)

If the arisan is conducted online, proof of payment and electronic conversations can be used as valid evidence in court, as regulated in the Electronic Information and Transactions Law (UU ITE No. 19 of 2016). This strengthens the legal position of the injured party in suing participants who are in default.

*E-Master* online arisan members who do not pay their obligations can face civil lawsuits, either in the form of a lawsuit for breach of contract, a claim for compensation, or revocation of rights in the arisan. If the case is more complex, it can also be included in unlawful acts and result in joint liability for all members.

### 4. CONCLUSION

Default in the E-master online arisan can occur when members do not fulfill their obligations to pay the arisan money according to the agreement that has been made, and the legal consequences of the default are that the member who committed the default must pay compensation to the injured party, and it is important to evaluate the extent to which Civil Law in Indonesia and other related regulations can provide effective protection for the parties concerned in the E-master online arisan.

The decision of case Number: 41/Pdt. G/2021/PN Pwd which decided that the Defendant had committed a breach of contract in making the payment of the arisan money and had to pay compensation and interest to the Plaintiff, was a fair and appropriate decision. This decision was based on the applicable legal provisions, namely Article 1238 and Article 1243 of the Civil Code, and took into account the principles of civil law, such as the principle of justice, the principle of equality, and the principle of legal certainty. In this decision, the judge also considered the available evidence, including electronic evidence, to determine that the Defendant had committed a breach of contract. Therefore, this decision can be used as a precedent in handling similar cases in the future.

This decision also shows that civil law in Indonesia provides effective protection for parties involved in an agreement, including online arisan agreements. Thus, this decision can increase public trust in the law and judicial institutions in Indonesia. In addition, this decision can also be an example for other courts in handling similar cases, so as to increase uniformity in the application of the law. Therefore, the decision in case Number: 41/Pdt.G/2021/PN Pwd is a very important decision and has a significant impact on the development of civil law in Indonesia.

In the context of civil law in Indonesia, the legal consequences of default in the E-Master online arisan can be in the form of civil lawsuits, cancellation of rights in the arisan, and joint liability obligations. Therefore, it is important for arisan members to understand their rights and obligations and to fulfill their obligations in accordance with the agreement that has been made. In the event of default, the injured party can sue in civil court and demand compensation and cancellation of rights in the arisan. Thus, civil law in Indonesia can provide effective protection for the parties involved in the E-Master online arisan and ensure that their rights are protected.

## **5. DAFTAR PUSTAKA**

### **Buku**

- J.Satrio. (2012). Wanprestasi Menurut Hukum Perdata, Doktrin dan Yurisprudensi. Bandung: Citra Aditya Bakti.
- Edi As` Adi. (2012). Hukum Acara Perdata dalam Perspektif Mediasi (ADR) di Indonesia. Yogyakarta: Graha Ilmu.
- Ronald Saija dan Roger F. X. V. Letsoin. (2016). Buku Ajar Hukum Perdata. Yogyakarta: Deepublish.
- Abdulkhadir Muhammad. (1990). Hukum Perdata Indonesia. Bandung: Citra Aditya Bakti.
- Yahya Harahap. (2000). Hukum Perdata Indonesia. Jakarta : Sinar Grafika
- Subekti. (2004). Pokok-Pokok Hukum Perdata. Jakarta:Intermasa
- E.Utrecht. (1995). Hukum Perikatan. Jakarta: Pradnya Paramita
- Soeroso. (1993). Pengantar Ilmu Hukum. Jakarta: Sinar Grafika
- Jazim Hamidi. (2006). Revolusi Hukum Indonesia: Makna, Kedudukan, dan Implikasi Hukum Naskah Proklamasi 17 Agustus 1945 dalam Sistem Ketatanegaraan RI. Jakarta: Konstitusi Press & Citra Media
- Satjipto Raharjo. (2000). Ilmu Hukum. Jakarta: Citra Aditya Bakti
- Zainudin Ali. (2011). Metode Penelitian Hukum, Jakarta: Sinar Grafika

### **Peraturan Perundang-Undangan**

- Kitab Undang-Undang Hukum Perdata pasal 1365
- Kitab Undang-Undang Hukum Perdata pasal 1243
- Kitab Undang-Undang Hukum Perdata pasal 1338
- Kitab Undang-Undang Hukum Perdata pasal 1238

Kitab Undang-Undang Hukum Perdata pasal 1320

### **Internet**

News.detik.com, "Penipuan Arisan Online Milyaran Dibongkar Ratusan Orang Jadi Korban",  
<https://news.detik.com/berita-jawa-tengah/d-5774574/penipuan-arisan-online-miliaran-dibongkar-ratusan-orang-jadi-korban>, ( Diakses pada 2 Desember 2024 pukul 11:59 WIB)

Banjarmasin,tribunnews.com, Terdakwa Penipuan Arisan Online di Banjarmasin Divonis 3 Tahun Penjara Korban Tempuh Jalur Perdata,  
[https://banjarmasin.tribunnews.com/2022/12/12/terdakwa-penipuan-arisan-online-di-banjarmasin-divonis-3-tahun-penjara-korban-tempuh-jalur-perdata#google\\_vignette](https://banjarmasin.tribunnews.com/2022/12/12/terdakwa-penipuan-arisan-online-di-banjarmasin-divonis-3-tahun-penjara-korban-tempuh-jalur-perdata#google_vignette),  
( Diakses pada 2 Desember 2024 pukul 12:12 WIB)

Regional.Kompas.com, Asn Pemprov Jateng Jadi Terdakwa Kasus Arisan Online Pengadilan Semarang, [https://regional.kompas.com/read/2023/08/22/190641078/asn-pemprov-jateng-jadi-terdakwa-kasus-arisan-online-pengadilan-semarang#google\\_vignette](https://regional.kompas.com/read/2023/08/22/190641078/asn-pemprov-jateng-jadi-terdakwa-kasus-arisan-online-pengadilan-semarang#google_vignette),  
( Diakses pada 2 Desember 2024 pukul 12:48 WIB )

Putusan3.mahkamahagung.go.id, Direktori Putusan,  
[https://putusan3.mahkamahagung.go.id/direktori/putusan/zaec7e52aff1dca4ba52303935303134.html?utm\\_source](https://putusan3.mahkamahagung.go.id/direktori/putusan/zaec7e52aff1dca4ba52303935303134.html?utm_source), (Diakses pada 24 Januari 2025 pukul 10:15 WIB)

Hukumonline.com, Unsur dan Cara Menyelesaikan Wanprestasi,  
<https://www.hukumonline.com/berita/a/unsur-dan-cara-menyelesaikan-wanprestasi-lt62174878376c7/>, (Diakses pada 24 Januari 2025 pukul 14:43 WIB)

Geograf.id, Pengertian Akibat Hukum, <https://geograf.id/jelaskan/pengertian-akibat-hukum/>,  
(Diakses pada 24 Januari 2025 Pukul 11:55 WIB)

### **Jurnal**

Muchtar Kusumaatmadja, "Hukum Perjanjian", Jurnal Ilmu Hukum, Vol. 17, No. 2 (2018), hlm. 123.

Sudikno Mertokusumo, "Hukum Perdata dan Perjanjian", Jurnal Hukum dan Pembangunan, Vol. 19, No. 1 (2019), hlm. 45.

Adami Chandra, Sri Mamudji, Suharsono, "Perlindungan Hukum Bagi Anggota Arisan Online", Jurnal Hukum dan Pembangunan, Vol. 20, No. 2 (2020), hlm. 123.

Sri Mamudji, Suharsono, "Hukum Perdata dan Wanprestasi", Jurnal Ilmu Hukum, Vol. 18, No. 1 (2019), hlm. 45.

Soerjono Soekanto, Bambang Sunggono, Arief Sidharta, "Analisis Hukum Perdata Terhadap Wanprestasi", Jurnal Hukum dan Pembangunan, Vol. 18, No. 2 (2018), hlm. 123.

Ahmad Yani, Bambang Sunggono, Arief Sidharta, "Analisis Hukum Perdata Terhadap Arisan Online", Jurnal Ilmu Hukum, Vol. 17, No. 1 (2019), hlm. 45.



- M. Yahya Harahap, "Analisis Hukum Perdata", Jurnal Ilmu Hukum, Vol. 20, No. 1 (2019), hlm. 45.
- T. B. H. Soemitro, "Hukum Perdata dan Perlindungan Hukum", Jurnal Hukum dan Pembangunan, Vol. 21, No. 2 (2020), hlm. 101.
- Sudargo Gautama, "Kewajiban Mengganti Kerugian dalam Hukum Perdata Indonesia", Jurnal Hukum Pembangunan, Vol 14, No 2, 2004