

LEGAL REVIEW OF THE VALIDITY OF ONLINE-BASED VOLUNTARY NON-EXECUTION AUCTIONS WITHOUT THE INVOLVEMENT OF AUCTION OFFICIALS

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Abstract: *Along with technological advances, the implementation of auctions in Indonesia has shifted from conventional methods to online-based auctions. Online-based voluntary non-execution auction is a process of selling goods or assets through a digital platform without the involvement of third parties such as the court, which is carried out voluntarily by the asset owner. Minister of Finance Regulation (PMK) Number 213/PMK.06/2020 provides complete guidance on the implementation of this auction. Online auctions offer various advantages such as access without geographical restrictions, transparency, accountability, and process efficiency. However, the absence of auction officials in the implementation of online-based voluntary non-execution auctions raises questions about its legal validity. This research uses normative juridical method with statutory, comparative, and conceptual approaches. Data were analyzed descriptively and qualitatively. The results show that although online auctions facilitate wider access and participation, their validity must meet strict legal requirements. The absence of an auction official may pose legal risks regarding the validity of the transaction. Therefore, auction platforms should implement alternative mechanisms such as escrow to ensure the security and fairness of transactions. The conclusion of this study emphasizes the importance of strict regulations and efficient dispute resolution mechanisms to protect the rights of all parties involved in online-based voluntary non-execution auctions. This research provides recommendations for the adjustment of existing regulations to accommodate technological developments in the field of auctions, so as to ensure security and legal validity for all parties involved.*

Keywords: auction, non-execution, voluntary, online

I. INTRODUCTION

Along with the times and technological advances, the implementation of auctions has also developed from conventional methods to internet-based (online). Online auctions make the process more practical, effective, and efficient for all parties who want to participate in the auction (Novita dkk., 2022). In addition, online auctions provide ease of access without geographical restrictions, allowing participants from different locations to take part. It also increases transparency and accountability, as all transactions and bids can be monitored in real-time. With additional features such as automatic bidding and instant notifications, online auctions make it easier for users to follow the auction process from start to finish without having to be physically present.

Online-based voluntary non-execution auction is a process of selling goods or assets carried out through a digital platform without coercion from third parties such as courts or other institutions, and is carried out voluntarily by the owner of the goods or assets (Yucha, 2021). In the context of Indonesian legislation, this auction is regulated by Minister of Finance Regulation (PMK) Number 213/PMK.06/2020 concerning Guidelines for the Implementation of Auctions. PMK 213/2020 provides complete guidelines on the implementation of auctions, including voluntary non-execution auctions conducted online. These auctions allow item owners to offer their assets to potential buyers through government-recognized auction sites, thus creating a more efficient and transparent process. MoF Regulation 213/2020 also stipulates the requirements and procedures to be followed, including the registration of bidders, bidding mechanism, and transaction settlement, to ensure that the auction is conducted fairly and legally. With this regulation, online voluntary non-execution auctions in Indonesia are expected to provide a practical and legal solution for buying and selling assets by involving more participation from the wider community through digital technology.

Auction, as a method of selling goods to the highest bidder, has a long history that can be traced back to the past. In Indonesia, the practice of auction has been regulated and supervised by the prevailing laws and regulations (Ritonga & others, 2018). Traditionally, auctions are conducted in person at a predetermined place, with the physical presence of bidders and led by an authorized auction official. Since the Dutch colonial period, auctions in Indonesia have been regulated by the *Vendu Reglement* (Staatsblad 1908 No. 189), which was later adapted by various other regulations such as the Minister of Finance Regulation No. 27/PMK.06/2016 concerning Guidelines for the Implementation of Auctions.

The development of digital technology has brought significant changes in the conduct of auctions. The emergence of online auction platforms has changed the way auctions are conducted, allowing the auction process to take place without physical presence and with a wider scope. Online auctions in Indonesia are now regulated by Minister of Finance Regulation No. 213/PMK.06/2020 on Internet Auctions, which provides a legal basis for the implementation of online auctions. Online auctions facilitate wider access and participation from the public, reduce operational costs, and increase the transparency and efficiency of the auction process. Nevertheless, the validity of online auctions must still meet strict legal requirements to ensure the legitimacy and fairness of the auction process (Alviana dkk., 2023). The history and development of auctions in Indonesia reflects the adaptation to changing times, from traditional methods to the more modern digital era.

Auctions have been part of trading practices since ancient times, with evidence showing that the first auction was conducted in Babylon in 500 BC. In Indonesian history, the practice of auctions has been known since the Dutch colonial era, governed by various regulations that were later refined after independence. In the beginning, auctions were conducted in a traditional manner, where the goods being auctioned were physically displayed and bidders were present in person. This process was regulated in the Civil Code (KUHPer) and the

Auction Regulations promulgated through the *Vendu Reglement* (Staatsblad 1908 No. 189). Over time, the implementation of auctions in Indonesia is also regulated by the Decree of the Minister of Finance of the Republic of Indonesia, which regulates various aspects of auction implementation, including the involvement of legally recognized auction officials.

The development of digital technology has brought significant changes in the implementation of auctions. Digitalization has enabled the emergence of online auction platforms that offer ease of access and wider participation (Bela dkk., 2022a). In Indonesia, these developments are accommodated by more modern regulations, including the Minister of Finance Regulation No. 27/PMK.06/2016 on Guidelines for Auction Implementation. Digital technology allows the auction process to be conducted electronically, where the items being auctioned can be displayed through images or videos, and bidders can bid through online platforms. Platforms such as e-auction managed by the Directorate General of State Assets (DJKN) are examples of online auction implementation in Indonesia. With this, transparency and efficiency in the implementation of auctions can be improved, although it is still strictly regulated to maintain the validity and validity of the auction in accordance with applicable laws.

Article 21 of Minister of Finance Regulation No. 213/2020 states that, "every auction must be conducted by and/or in the presence of an Auction Officer, unless otherwise provided by Law or Government Regulation." However, in practice, online auction processes, such as those conducted on eBay, often take place in the absence of an auction officer. The auction officer in the implementation of a voluntary non-execution auction has an important duty to organize the implementation of the auction between the seller and the buyer, even if the auction is conducted online (Setiawan dkk., 2017). The auction official is responsible for ensuring the completeness of the documents and managing the auction security deposit given to protect the interests of all parties involved. Without the presence of an auction officer, the implementation of an auction can potentially lead to defaults from bidders. Therefore, it is important to examine the validity of voluntary non-execution auctions conducted online without an auction officer. This research also needs to highlight how legal protection for parties who suffer losses due to such defaults, to ensure that even though the auction is conducted online, the interests of all parties are still protected in accordance with applicable legal provisions in Indonesia (Abi Bakri dkk., 2013).

The topic of the validity of online-based voluntary non-execution auctions without the involvement of auction officials is very important to study in the context of technological and legal developments in Indonesia (Melati, 2021). Along with the rapid development of information technology, electronic transaction methods, including online auctions, are becoming increasingly common and popular in society. This is in line with Law Number 11/2008 on Electronic Information and Transactions (ITE Law) which provides a legal basis for electronic transactions in Indonesia. However, the implementation of online-based voluntary non-execution auctions without the involvement of an auction official raises various legal issues, especially related to the validity and legal validity of the transaction. Regulation of the Minister of Finance of the Republic of Indonesia Number 213/PMK.06/2020 on Guidelines for the Implementation of Auctions states that auction officials have an important role in ensuring transparency and accountability of the auction process. PMK 213/2020 stipulates that the auction official must ensure that the auction is carried out in accordance with applicable regulations, and serves to verify and authorize each stage of the auction process.

Without the involvement of auction officials, there are concerns about potential irregularities and fraud that could harm the parties involved. Therefore, this study becomes very important to identify and analyze the legal implications of such practices, as well as to provide recommendations regarding the need for adjustments or updates to existing

regulations to accommodate technological developments in the field of auctions, so as to ensure security and legal validity for all parties involved in online auctions (Halim, 2015).

II. RESEARCH METHODS

This research uses a normative juridical research method that includes a comparative approach, conceptual approach, and statutory approach. This research relies on secondary data sources. The data is analyzed descriptively and qualitatively. The research specification uses descriptive analytics, namely describing data that aims to obtain a complete picture of certain legal events that occur in society and then analyzed using relevant rules.

III. RESEARCH RESULTS

Juridical Analysis of the Validity of Online-Based Voluntary Non-Execution Auctions

A voluntary non-execution auction is a method of selling assets that does not go through a formal legal process or court. This process allows sellers to voluntarily offer their assets on the auction market without any legal coercion. In this auction, assets are sold to the highest bidder through a digital platform, which facilitates access and participation from a wide range of potential buyers. This concept is different from execution auctions which are usually conducted as a result of a court order or other legal judgment, such as debt settlement. In the regulatory context, voluntary non-execution auctions are more loosely regulated than execution auctions, as they are not directly related to mandatory enforcement of the law (Nainggolan dkk., 2023). Although not explicitly regulated in a specific law, general principles regarding the transaction and sale of goods can be found in the Civil Code, particularly in articles governing sales and commercial transactions.

Auction is a process regulated in various laws and regulations to ensure transparency and fairness in the sale or transfer of rights to assets. In Indonesia, the auction process is regulated in several laws, including Law No. 42/1999 on Fiduciary Guarantee, which allows pledged assets to be auctioned to fulfill the debtor's obligations in the event of default. In addition, Law Number 2 of 2014, which is an amendment to Law Number 30 of 2004 on Government Administration, also regulates the administrative process that must be followed in the auction process conducted by the government. At the international level, auction processes, especially those related to electronic transactions, also often refer to the UNCITRAL Model Law on Electronic Commerce which aims to integrate electronic auction practices in various jurisdictions, facilitate cross-border sales and ensure the security of electronic transactions (Nugrohandini & Mulyati, 2019).

The implementation of online auctions, especially voluntary non-execution auctions, has experienced significant growth thanks to advances in information technology. In practice, online auction platforms offer various types of services ranging from collateral auctions, movable assets to immovable assets with various ease of access that can be reached from anywhere. The security and reliability aspects of technology are key, where the system must be able to protect users' personal data and financial transactions. In the Indonesian legal context, this implementation is regulated by the Minister of Finance Regulation (PMK) Number 213/PMK.06/2020 concerning Auction Implementation Guidelines which regulates further procedures regarding the implementation of online auctions. This regulation aims to ensure that online auctions are conducted in a fair, open, and accountable manner, while maximizing the value of auctioned assets (Siti Mariyam, 2024).

Auction officials have an important role in the auction process, both conventionally and online, which serves as a guarantor of the transparency and fairness of the auction process. The main responsibility of the auction official is to manage and ensure that the auction runs in accordance with the established rules, including verification of the validity of the auction object and the eligibility of the auction participants. In the online context, this

responsibility is adapted through the use of digital platforms that allow for greater oversight and higher accessibility. The law governing auction officials and auction procedures in Indonesia is Law No. 42/1999 on Fiduciary Guarantees, which includes provisions on the execution of pledged objects through auction officials (Putera, 2020). Adapting to an online system requires the integration of adequate information technology to support auction activities, which is further regulated in regulations issued by relevant agencies.

The auction process in Indonesia is regulated in detail through Law No. 42/1999 on Fiduciary Guarantees and Government Regulation No. 24/1997 on Land Registration. An auction begins with registration, where interested parties must register the assets to be auctioned with the auction office. Next, bidding is opened with a public announcement listing the details of the asset, time, and place of the auction. Bidders must register and may need to deposit a security deposit to join the bidding process. The bidding process is conducted in an open manner, where bidders can increase their bids until they reach the highest price. Finally, the auction is closed with the determination of the winner by the auction official, who is then authorized to issue a winner determination letter. Each step in this process is regulated to ensure transparency and fairness for all parties involved (putra perjuangan Ndruru dkk., 2024).

In the context of Indonesian law, the validity of an online auction contract is determined by several essential elements that must be met in accordance with the provisions stipulated in the Civil Code. These elements include the agreement between the parties (Article 1320 of the Civil Code), the capacity to enter into an agreement (Article 1330 of the Civil Code), the legitimate purpose of the agreement that does not conflict with regulations, decency, and public order (Article 1337 of the Civil Code), and the legal form if the law determines it (Article 1320 of the Civil Code). In the context of online auctions, transparency and clarity of information regarding the goods or services being auctioned are important to fulfill the requirements of a valid agreement. In addition, the use of information technology in online auctions must comply with Law Number 11 of 2008 concerning Electronic Information and Transactions (UU ITE), which regulates electronic transactions and the authenticity of electronic documents as a valid form of engagement (Mulayana, 2019).

The protection of third parties in online auctions in Indonesia is regulated in several regulations to guarantee their rights and interests. In accordance with Law No. 27 of 2022 on Personal Data Protection, any electronic transaction, including online auctions, must ensure security and fairness for all parties involved, including third parties who may be affected by the outcome of the auction. In addition, Law Number 19 of 2016 on Electronic Information and Transactions (ITE) and its amendments, stipulate that all electronic transactions must be conducted in a safe and fair manner. Government Regulation No. 71/2019 on the Implementation of Electronic Systems and Transactions also provides a legal framework on how personal data should be protected during the electronic transaction process. In the context of online auctions, it is important to ensure that all product information is accurately informed to bidders, and that dispute resolution mechanisms are in place to handle complaints or claims from aggrieved third parties (Priliasari, 2023a).

Dispute resolution in the context of online-based voluntary non-execution auctions in Indonesia is regulated through several mechanisms, both through litigation and non-litigation channels. First, litigation involving the district court in accordance with applicable laws and regulations, especially the Civil Procedure Code (KUHAPerdata). Second, non-litigation mechanisms such as mediation and arbitration as regulated in Law No. 30/1999 on Arbitration and Alternative Dispute Resolution. Mediation can be conducted before entering the court process, as a more efficient and time-saving dispute resolution effort. Arbitration becomes an option when the parties have agreed on an arbitration clause in the agreement they signed, providing a final and binding dispute resolution solution. Third, in the context of

e-commerce and digital transactions, Law No. 11/2008 on Electronic Information and Transactions (UU ITE) also provides a legal framework to resolve disputes arising from electronic transactions (Rahmawati dkk., 2018).

Cases and legal precedents relating to online auctions in Indonesia provide deep insight into how regulations are applied in practice. For example, online auction cases often involve aspects of the Electronic Information and Transaction Law (ITE Law) No. 11 of 2008 as amended by Law No. 19 of 2016, which regulates electronic transactions and its implications for the validity of electronic documents. In addition, Law No. 42/1999 on Fiduciary Guarantees, which regulates the use of fiduciary rights in financial transactions, is also relevant in cases where the assets being auctioned are pledged. Through the analysis of selected cases, it will be seen how courts interpret and apply these norms in the context of online auctions, as well as how this affects the parties involved. The analysis also reveals the dynamics between the applicable law and practice on the ground, as well as the challenges that arise in their application (Hansen, 2017).

In the context of Indonesian law, online voluntary non-execution auctions are non-coercive asset sale mechanisms conducted through digital platforms. This discussion will identify and elaborate on the application of relevant laws and regulations, including Law No. 42/1999 on Fiduciary Guarantee and Law No. 11/2008 as amended by Law No. 19/2016 on Electronic Information and Transactions (ITE). The ITE Law specifically provides a legal framework for all transactions conducted through electronic systems, which includes online auction activities. The legality and validity of online voluntary non-execution auctions are determined by compliance with these provisions, including verification of the identity of the seller and buyer, clarity of the legal status of the assets being auctioned, and transparency and accountability in the auction process (Pakpahan dkk., 2024). This evaluation also includes observing practices that may potentially violate legal requirements, such as price manipulation and fraud.

Legal Implications and Protection of Rights for Participants in Online-based Voluntary Non-Execution Auctions

An online voluntary non-execution auction without an auction officer is an auction process conducted through a digital platform, where there is no official auction officer to supervise or authorize the transaction. This mechanism has several legal implications for sellers, buyers, and the auction process itself. For the seller, Article 1133 of KUHPer provides the right to legal certainty in the auction process. In the context of an online auction without an auction official, the seller must ensure that the payment mechanism and delivery of goods are clearly and definitively regulated (Salim & Subagyono, 2022). Sellers also have the right to obtain correct and clear information about the goods being auctioned, in accordance with Article 21 paragraph (1) of the Consumer Protection Law. Complete and transparent information regarding the condition, specifications, and value of the goods is very important to avoid potential claims or disputes from buyers.

For buyers, consumer protection plays a crucial role, which includes a number of rights that must be guaranteed in every auction transaction. These include the right to receive accurate, clear and honest information about the goods to be purchased, as well as the right to obtain the goods in accordance with the description provided. It is important for buyers to conduct careful due diligence on the goods they are about to purchase, given the risks involved such as fraud or inaccurate information that may affect their purchase decision (Zhafari, 2024).

In addition, buyers should ensure that the certainty of payment and delivery of goods is guaranteed by the auction platform they are transacting with (Bela dkk., 2022b). This can be done through escrow mechanisms or other guarantees provided by the platform. These

escrow mechanisms ensure that payments made by buyers are not immediately forwarded to the seller until the goods are received in a condition that matches the description provided. This provides additional protection for the buyer from the risk of paying without getting the expected item or from fraud that may occur in the auction process (Gamayanto, 2018). By ensuring adequate consumer protection and secure transaction mechanisms such as escrow, buyers can minimize risks and increase confidence in participating in online or conventional auctions.

Without the involvement of auction officials, online auction platforms must ensure compliance with all applicable regulations related to auctions and electronic commerce, including personal data protection and electronic transactions. Transparency and accountability in the auction process must be maintained to provide confidence to users and ensure that all parties involved can see and understand the applicable auction mechanism (Jaha & Meldona, 2024). Accountability of the auction platform is also important to provide trust to users, by providing an effective dispute resolution mechanism that is accessible to both sellers and buyers (Choirunnisa dkk., 2023). The conduct of online voluntary non-execution auctions without an auction officer has significant legal implications for sellers, buyers and the auction process itself, so all parties should ensure that their rights are protected and that they understand the risks involved in this process.

Buyers in the auction process have strong rights guaranteed by law, in accordance with the provisions governing legal certainty and consumer protection. Article 1330 of the Civil Code (KUHP) gives buyers the right to obtain legal certainty in auction transactions. This includes the right to know clearly the mechanism of receiving the goods that have been purchased, as well as the guarantee of the condition of the goods in accordance with the description given (Suadi dkk., 2021). In addition, under Article 8 of the Consumer Protection Law, buyers are entitled to obtain correct and clear information about the goods being auctioned, including the condition of the goods, specifications, and other important aspects relevant to the purchase decision. This protection emphasizes the importance of transparency and accuracy of information in the auction process, to ensure that buyers can make informed and legally sound decisions, and are protected from dishonest or misleading business practices (Priliyasi, 2023b).

Potential disputes regarding the validity of the auction may arise due to the requirements stipulated in Article 21 of MoF Regulation 213/2020 which stipulates that the auction must be conducted by or in the presence of an Auction Officer. The presence of an Auction Officer is crucial as they are responsible for ensuring that the entire auction process takes place in accordance with applicable legal provisions and is transparent. Without the presence of an Auction Official, the validity of the auction may be questioned and deemed invalid, thereby increasing the legal risks related to the validity of the transactions conducted (Simanjuntak & SH, 2023).

The presence of an Auction Officer is not only a guarantee that the auction procedure is proceeding correctly, but also ensures that the rights of all parties are protected and that the outcome of the auction is legally reliable. This reduces the likelihood of future disputes relating to the process or outcome of the auction (Tista, 2013). Therefore, compliance with the attendance requirements of the Auction Officer is crucial to maintain integrity and trust in every auction transaction conducted both conventionally and through online platforms.

In addition to risks related to the validity of the auction due to the absence of an Auction Officer, disputes in the context of auctions can also arise due to default. Default occurs when one of the parties in the auction transaction does not fulfill its obligations as agreed. For example, default can occur if the seller does not deliver the goods in accordance with the description that has been promised to the buyer. For example, the goods delivered do not match the conditions or specifications announced in the auction process, which can cause

dissatisfaction or loss to the buyer (Hertanto & Djajaputra, 2024). On the other hand, default can also occur if the buyer does not make payments in accordance with the agreed terms. This can mean late payments or even no payments at all, which is a violation of the buyer's obligations in the auction transaction.

This kind of default can trigger various legal disputes, such as demands for compensation or even canceling the transaction that has been carried out (Handriani, 2020). In this situation, the aggrieved party may file a legal claim to obtain compensation for the losses suffered as a result of the breach of obligations committed by the other party in the auction process. The importance of maintaining integrity and compliance in every stage of the auction not only includes the presence of the Auction Officer, but also involves the implementation of clear provisions regarding the obligations and rights of both parties. This aims to minimize the risk of disputes and ensure that all auction transactions can proceed fairly and in accordance with applicable laws.

Another issue that can cause disputes in the context of auctions is fraud. Fraud can occur when an unauthorized party holds themselves out as a seller or buyer for the purpose of unlawful personal gain. In an auction process, this may mean providing false information about the goods being auctioned, offering goods that are not owned, or using a false identity to deceive the other party (Hariyanto, 2021). This kind of scam can be very detrimental to both parties. For the seller, they could lose the item without getting the payment they were supposed to receive. For the buyer, they could suffer financial loss by paying for an item that doesn't actually exist or doesn't match the description provided.

Legal remedies are required to address the consequences of fraudulent acts in auctions. This may include legal proceedings to restore rights and losses to parties affected by the fraud, as well as to punish the perpetrators of the fraud in accordance with applicable laws (Indiantoro dkk., 2024). Therefore, it is important for all parties involved in the auction to exercise caution and conduct careful verification of the identity and validity of the information provided by the counterparty. Transparency and adherence to established procedures in auctions are also key to reducing the risk of fraud and ensuring that every transaction runs fairly and in accordance with applicable legal provisions.

Dispute resolution mechanisms can be carried out through several available means. First, disputes can be resolved through deliberation to reach consensus on a family basis, which may include mediation or negotiation between the disputing parties (Setiantoro dkk., 2018). Mediation involves a neutral third party to help reach an agreement that is acceptable to both parties (Dewi, 2017). Meanwhile, negotiation is a direct effort between the disputing parties to reach an agreement without the intervention of a third party. If the deliberation efforts are unsuccessful, the disputing parties can file a civil lawsuit with the court. The court will resolve the dispute based on the evidence and arguments presented by each party, and decide a binding legal decision (Sembiring & Sh, 2011).

In addition, if the dispute relates to a violation of consumer rights, the aggrieved party may file a complaint with the National Consumer Protection Agency (BPKN) for further handling. BPKN has a role to protect consumer rights and can mediate, provide advice, or facilitate dispute resolution between consumers and providers of goods or services (Ady dkk., 2022). Thus, the availability of these various dispute resolution mechanisms allows the parties involved in the dispute, be it consumers or businesses, to choose the path that suits the characteristics and needs of the dispute they face.

IV. CONCLUSION

In terms of the validity of online-based voluntary non-execution auctions conducted without the involvement of auction officials, it is revealed that although this practice has not been explicitly regulated in specific legislation, such activities must comply with the general

principles outlined in the Civil Code and the Law on Information and Electronic Transactions (UU ITE). Auction platforms should offer transparency and ease of access but require strict regulation to ensure the security and fairness of transactions. The main challenge lies in the absence of auction officials who usually guarantee the integrity of this process, so platform managers need to implement alternative mechanisms such as escrow accounts to ensure secure transactions. In addition, the auction process must be run in accordance with applicable regulations that protect consumers and third parties, and provide efficient dispute resolution mechanisms to prevent and resolve conflicts that may arise, combining market needs with fair protection for all parties involved.

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