

Legal Protection and the Position of Minors in Electronic Contracts

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ABSTRACT

The massive shift of economic activity toward the digital environment presents substantial challenges regarding the involvement of minors as transaction actors. The glaring gap between the ideal validity requirements of agreements and the reality of children's participation triggers a high vulnerability in civil law protection. This paper aims to formulate the validity status of electronic consent by immature subjects along with its legal consequences, and to map relevant dispute resolution mechanisms. This normative legal research utilizes statutory and conceptual approaches to analyze these various issues. The results of the analysis indicate that electronic transactions by children completely fail to fulfill the subjective competency requirement, thereby rendering such agreements voidable. The ambiguity of regulations concerning the age of majority in Indonesia exacerbates legal certainty for child consumers. In the event of a commercial dispute, children absolutely require the representation of a legal guardian to claim the restoration of rights through the judiciary or alternative resolution. The implications of these findings emphasize the urgency of harmonizing age limit regulations to ensure the security of children's transactions.

INTRODUCTION

The contemporary civil law landscape is facing significant challenges alongside the socio-economic climate shift toward the digitalization era. The classical legal construction of contracts grounded in the doctrines of legal capacity and freedom of contract was designed to govern conventional transactions with clear identification of legal subjects. However, the integration of technology into the economic system has blurred these boundaries and introduced new complexities in enforcing legal certainty (Awang, 2024). Fundamental challenges arise when the ease of accessibility of digital platforms is not balanced by adequate juridical verification mechanisms regarding the capacity of their users. In the civil law structure, legal capacity is the primary premise to guarantee the validity of an engagement. When transactions in cyberspace eliminate precise legal capacity testing, the risk of defects of consent and disputes over the validity of agreements becomes increasingly open (Hosseininasab & Hosseininasab, 2024).

Rapid developments in information technology have shifted trading activities into the digital environment. Ideally, every subject taking part in a

virtual transaction must have the capacity to act so that the agreement reached is legally binding. Civil law in principle holds that the validity of an obligation depends on fulfilling the subjective requirements in order to protect parties considered legally immature (Badu et al., 2023). Individual traits shape how a person judges risks and makes choices, so maturity of judgment cannot be assumed to be equal among all users (Darmawan, 2017). Many minors actively take part in various electronic commerce activities without adult supervision. Adolescents also tend to decide under social pressure, which makes their choices in online spaces easy to influence (Fajar et al., 2021). Without an adequate age-screening mechanism, legal certainty in electronic transactions risks degrading into a mere digital formality. Legal rules must also keep pace with technology, because new practices often outrun existing norms (Yasif et al., 2024). The gap between the requirements for valid consent and the reality of children's participation creates vulnerability in the protection of their civil rights and opens the possibility of financial loss due to the lack of legal validity. Children's rights need a firm legal guarantee, including in matters that affect their

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welfare (Hariani et al., 2021). The protection of children's civil rights must be placed as a normative priority to prevent economic exploitation and unwanted risks of loss (Nurfieni & Lestari, 2024).

The fundamental problem begins with how the basic framework of the law of obligations regulates the position of children when they are involved in the digital environment. Traditional doctrine of the law of obligations explicitly limits the authority to act in order to protect parties who have not yet attained maturity of will in making promises. The legal status of a child determines which rights may be exercised independently and which require legal representation (Priyatama et al., 2022). The requirements for a valid agreement demand a party who is authorized to make legal decisions consciously. The application of standard clauses on digital platforms often ignores testing the free and legally grounded will of underage users (Gangwar, 2022). The absence of limits on a child's understanding raises questions about the status of agreements they make independently through technological devices. A lack of understanding requires adequate protection so that no party is placed in a disadvantaged position (Faridi et al., 2023). Such conditions call for reinterpreting the relevance of the norm of legal capacity so that it can mitigate the risk of defects of will in agreements. This raises the question of how the normative construction of electronic contracts holds when confronted with legal subjects who have not reached adulthood.

Children are considered not yet to have the rational maturity to analyze the risks of a commercial obligation. Normatively, consent given by a legally incapable subject results in an agreement that can be annulled in order to protect the child's legal interests. Digital consent agreed to by an incapable subject results in an agreement that is vulnerable to annulment by certain parties (Usman & Putra, 2024). The inability of children to understand the implications of rights and obligations in digital contracts potentially creates legal uncertainty for the transacting parties. This problem leads to the legal consequences of consent given by minors as electronic consumers. Private law protection should also reach vulnerable persons whose capacity to understand their own situation is limited (Zahid et al., 2022). Therefore, determining firm limits on legal consequences becomes crucial for providing a fair proportion of liability in accordance with the principle of consumer protection. Aryanto et al. (2023) explain that the existence of a legal liability mechanism is an

important part of ensuring consumer protection and creating a fair contractual relationship.

There are differing age-of-majority criteria across various regulations, which creates ambiguity in their application to the virtual transaction sector. Harmonizing regulations on the age of majority is the main foundation for creating unity and legal certainty amid a plurality of rules. Clear and specific rules are also needed so that they can be enforced consistently (Prabowo et al., 2024). The absence of a single reference makes it difficult for business actors to verify the age of their service users. Uncertainty over the age standard creates legal loopholes that can hinder the balanced enforcement of civil rights and obligations. The problem to be examined is how to overcome interpretive bias regarding age limits in the digital commerce ecosystem in order to achieve legal certainty. Legal norms also need to adapt to social change so that they remain just and relevant (Halizah & Mardikaningsih, 2022). Aligning these norms is needed so that the digital economy ecosystem continues to uphold the principle of prudence without sacrificing transaction certainty.

Disputes involving underage subjects require an adaptive settlement approach focused on protecting the child's interests. The principle of the best interests of the child must be the main foundation in every civil dispute settlement mechanism. Children cannot appear in court independently, so they always need representation by a legitimate party. The role of parents in child development also makes their involvement as legal representatives important (Fajar et al., 2025). Conventional dispute settlement mechanisms are often inefficient and unaffordable for restoring children's rights in the fast-moving scale of electronic transactions. Restorative approaches, which prioritize repairing losses over punishment, offer a useful reference for finding more proportionate settlements (Wijaya et al., 2022). Child-friendly mechanisms such as diversion likewise show that special handling of minors is possible within formal legal processes (Utama et al., 2024). The recovery of harmed parties, including their psychological condition, also deserves attention when determining a remedy (Issalillah & Khayru, 2021). The problem is how to formulate the most appropriate settlement route for children who suffer losses in digital economic activity. A legal framework is needed that guarantees access to justice that is fast, inexpensive, and measurable while still involving the role of a legitimate legal representative.

This research is designed to address the series of problems previously outlined. This study aims to formulate the normative foundation for the validity

of electronic consent involving children as civil law subjects. The next target is to analyze the legal implications of the legal incapacity of minors when acting as consumers in virtual transactions. A further objective is to map and formulate solutions for the uncertainty regarding the criteria for the age of majority within the national consumer protection regime. This study also aims to structure an effective and equitable dispute resolution mechanism for children when facing electronic commercial disputes. All of these objectives are directed toward building a comprehensive legal protection scheme for children in the digital era.

RESEARCH METHOD

This research employs a normative legal research type focused on examining the principles of pure civil law. The applied approaches include the statutory approach and the conceptual approach to analyze the problems regarding the legal position of underage subjects. Primary legal materials are collected from various positive legal instruments regulating the realms of engagements and child protection. Secondary legal materials are obtained from academic literature relevant to the discourse of consumer protection and electronic transactions. The application of the statutory approach facilitates the systematic mapping of the normative framework governing the rights and obligations of the parties. The conceptual approach complements the analysis through doctrinal interpretation of the concept of legal capacity in cyber engagements. The integration of primary and secondary legal materials provides the analytical depth necessary to objectively describe the vulnerability of children's legal position.

Systematic document tracing through literature studies guarantees the validity and reliability of the sources of legal material examined. The availability of structured legal materials underlies the success of normative qualitative analysis in producing appropriate prescriptions. Careful processing of library materials enables a detailed and objective mapping of interrelated norms. The technique of collecting legal materials is carried out through literature studies by systematically tracing legal documents. All collected legal materials are then analyzed using normative qualitative methods to discover coherent prescriptions. Deductive reasoning is applied to discover the relationship between general legal rules concerning engagements and specific conclusions regarding child protection. The presentation of the analysis results is structured in a descriptive and argumentative

narrative. Deductive reasoning facilitates the derivation of legal conclusions from abstract norms to concrete norms concerning the position of children. The normative qualitative method strengthens legal argumentation in formulating normative solutions to regulatory vacuums in digital transactions. The descriptive and argumentative delivery of the analysis yields coherent and relevant legal ideas for regulatory development.

RESULT AND DISCUSSION

The Normative Foundation of Electronic Contracts and the Position of Children in Contract Law

The transformation of commercial instruments within the national legal system demands a dogmatic adjustment to the construction of civil relationships. The evolution of modern transaction governance expands the scope of legal actions from the physical realm to the cyber domain. The existence of digital media as a medium for legal interaction requires clarity regarding the juridical qualification of each party's actions. The advancement of information and communication technology has converted conventional trading systems into electronic commerce (e-commerce). E-commerce activities utilize the internet network as the primary vehicle for conducting the buying and selling of goods and services. Electronic transactions are essentially legal actions performed using computers, computer networks, or other electronic media, as formulated in Article 1 number 2 of Government Regulation Number 71 of 2019 concerning the Implementation of Electronic Systems and Transactions. In electronic transactions, the parties engage in legal relationships embodied in the form of agreements known as electronic contracts (Rahma et al., 2022). The existence of electronic contracts occupies a central position as an instrument binding the rights and obligations of the parties within the digital ecosystem. The formalization of such digital engagements ensures that all virtual agreements possess a juridical relevance equivalent to conventional agreements. This electronic arrangement of legal relationships serves as the primary pillar in pursuing balanced legal protection for all transaction subjects.

The legitimacy of positive norms toward modern forms of transaction is an absolute prerequisite for legal certainty. Juridical recognition of electronic media guarantees the existence of obligations without diminishing the essence of freedom of contract. The dynamics of national legal reform have always been directed at responding to the need to form law that adapts to

technological progress. The existence of electronic contracts is recognized as valid in the Indonesian legal system through Law Number 11 of 2008 on Electronic Information and Transactions, which has been amended several times, most recently through Law Number 1 of 2024 (Second Amendment to the ITE Law). Law Number 19 of 2016 on the Amendment to Law Number 11 of 2008 on Electronic Information and Transactions. Law Number 19 of 2016 is the first amendment to Law Number 11 of 2008 on Electronic Information and Transactions, which regulates various aspects of the operation of electronic systems and electronic transactions. Negara and Darmawan (2023) show that agreements made online remain agreements with legal consequences and are included in electronic transactions, so they are subject to the applicable legal provisions. Recognition of electronic contracts as valid agreements provides legal certainty for the parties who transact through electronic media (Hanafie et al., 2022). Recognition of electronic contracts as valid agreements through these up-to-date regulatory instruments provides firm legal certainty for the parties who transact through electronic media. Legal certainty also depends on clear rules about liability and proof, because violations in digital technology are hard to settle without them (Sutanto et al., 2023). A normative and comprehensive regulatory foundation minimizes the potential for civil disputes in cyberspace. When a dispute does arise, established channels such as adjudication and mediation give the parties a clear route to resolution (Zahid et al., 2021). The enforceability of these statutory norms confirms that every right and obligation in a digital contract is protected by law. Even so, a norm only gives certainty if it is enforced consistently in practice (Lukmantara et al., 2022). Harmonization of rules within the legislative framework becomes the main foundation for the legal stability of the technology-based economy (Hasanah & Suparman, 2020). Rules that match the values held in society are also more likely to be accepted and obeyed (Mardikaningsih & Darmawan, 2023).

The juridical construction of the validity of an obligation is based on the general order of civil values. The basic principle of equivalence in the requirements for a valid contract guarantees the enforceability of the rights and lawful will of legal subjects. Da Silva et al. (2022) explain that the existence of a formal agreement is necessary to provide a clear basis for contractual relationships and to regulate the interests of the parties involved.

The application of general civil law norms remains the main test of the legitimacy of every legal relationship formed. The requirements for a valid electronic contract refer to the general provisions on the validity of agreements as regulated in Article 1320 of the Indonesian Civil Code (KUHPerduta). The KUHPerduta is civil law that remains in force in Indonesia based on Article I of the Transitional Rules of the 1945 Constitution of the Republic of Indonesia. Article 1320 of the KUHPerduta stipulates four requirements for a valid agreement, namely the consent of the parties, the capacity of the parties to make an agreement, a specific object, and a lawful cause (Qindy, 2024). These four requirements are cumulative, so that if one of them is not fulfilled, the agreement may be void by law or voidable. Fulfillment of these cumulative requirements functions as a protective instrument against potential defects of will in an obligation. Consent is only meaningful when the parties understand what they agree to, and such understanding can be improved through adaptive learning (Kurniawan & Darmawan, 2021). Consent can also be distorted when the parties stand in unequal positions, so the requirement of consent must be assessed critically (Sajapong et al., 2022). Consistent application of the requirements of capacity and consent provides firm limits in determining the validity of a contract. These protective requirements work best when regulations and institutions operate together to protect the weaker party (Sugiono et al., 2023). When a requirement is violated and a party suffers loss, legal protection and remedies that restore the party's position must remain available (Riyanto et al., 2023; Udjari et al., 2022). Normative testing of the four elements of a valid agreement becomes the standard measure for assessing the binding force of a legal act.

The presence of specific technical rules reinforces the mechanism for qualifying the validity of engagements within electronic systems. The principle of *lex specialis* provides a more measurable operational framework regarding the fulfillment of the parties' capacity. Legal certainty in electronic engagements requires harmonization between general civil law rules and implementing regulations. Provisions concerning the validity of electronic contracts are also specifically regulated in Government Regulation Number 71 of 2019, which revokes Government Regulation Number 82 of 2012. Government Regulation Number 71 of 2019 stipulates that an electronic contract is valid if it fulfills the following conditions: there is an agreement of the parties, it is conducted by a legal subject who is competent or authorized in

accordance with the provisions of laws and regulations, there is a specific subject matter, and the object of the transaction does not conflict with laws and regulations, morality, and public order. Specific arrangements regarding the limits of authority and the feasibility of the transaction object prevent the potential misuse of digital space. The principles of morality and public order in electronic contracts function as a balancing mechanism for national legal values. Compliance with these implementing norms reinforces the full validity of electronic contracts in every virtual trading activity.

The Legal Incapacity of Minors as Legal Subjects in Electronic Agreements

Protection against parties lacking legal capacity is a fundamental principle in civil law dogmatics. A person's legal capacity determines the validity and enforceability of any form of engagement they create. Legal boundaries concerning capacity are intended to prevent defects of consent in the formation of agreements. Under the law, minors are declared legally incompetent and lack the authority to perform legal actions, including making agreements (Hashim & Dusuki, 2023). The legal incapacity of minors in contract law is based on the provisions of Article 1320 of the Indonesian Civil Code, which requires the capacity of the parties as one of the subjective requirements for a valid agreement. If a minor enters into an electronic buying and selling agreement, such an agreement fails to fulfill the subjective requirement due to the absence of legal capacity to act. The absence of legal capacity directly implicates the vulnerability of the agreement's juridical standing. The principle of prudence requires precise verification of the legal subject's validity before an electronic engagement is declared binding. The assessment of the requirement of legal capacity serves as the standard benchmark in measuring the legitimacy of a digital legal action.

The normative setting of the age limit for children functions to provide a firm boundary for legal subjects who require special protection. Unclear limits and indicators in applying legal principles can create legal uncertainty and can even be exploited by the more dominant party in a contract (Irfansyah et al., 2024). Certainty about the age of majority is the main juridical instrument for identifying the legal authority of a subject to act (Setiawan & O, 2024). Because the child's best interests are the main principle in matters concerning children, the age limit should be set with that principle in mind (Fajar et al., 2021). The constitution affirms the state's obligation to guarantee the fulfillment of rights and

legal protection for every child. The definition of a minor in the Indonesian legal system is expressly formulated in Law Number 35 of 2014 on the Amendment to Law Number 23 of 2002 on Child Protection. The Law stipulates that a child is a person who is not yet 18 (eighteen) years old, including a child still in the womb. Protection of children is also guaranteed in Article 28B paragraph (2) of the 1945 Constitution, which states that every child has the right to survival, growth, and development, as well as the right to protection from violence and discrimination. Protection from discrimination also means that children should not be disadvantaged or stigmatized because of their status (Pakpahan et al., 2022). Early commitments made before a person is mature can harm welfare, which shows why a clear age limit matters (Aliyah et al., 2023). Synchronizing the age limit for children in civil and child protection regulations is important to ensure consistent application of the law. Consistency across regulations is needed because protection for children is often scattered over several legal systems (Aliyah & Mardikaningsih, 2023). This constitutional protection includes protecting children's civil rights from the risk of unbalanced legal acts. The position of the child as a legal subject who is normatively protected limits the freedom to transact without legitimate assistance.

A defect in the subjective requirements of an agreement results in an imperfect legal bond. The qualification of voidability provides a legal protection mechanism for a party considered normatively incapable. The right to request annulment of an obligation lies entirely with the legal subject or their representative (Achfas, 2024). The legal consequence of an electronic agreement made by a minor is that the agreement is "voidable" (*vernietigbaar*). Annulment of the agreement can be requested at the will of the party representing the child (parent/guardian) who feels harmed because of the incapacity. This agreement has weak legal force because the requirement of capacity is not fully met. The existence of the right of annulment serves to maintain a balanced legal position and to prevent loss on the part of the child. When a child suffers loss, a restorative approach that repairs the situation is more suitable than strict enforcement of the agreement (Bagaskara et al., 2025). Testing the subjective requirements of validity ensures that the will underlying the agreement arises from lawful capacity. The absence of the requirement of capacity means the rights and obligations arising from the electronic transaction always have the potential to lapse.

The legal nature of a voidable agreement gives it temporary effect as long as no request for annulment has been made. Civil law doctrine recognizes the continuation of an obligation if there is no claim from the authorized party. The role of the legitimate representative is key in determining the continuation or termination of an electronic obligation (Momani, 2022). Nevertheless, an electronic agreement involving a minor remains binding and enforceable as long as no party demands its annulment. The involvement of the family, especially in guiding and supporting the child, also affects whether the representative acts promptly when a problem arises (Evendi et al., 2024). If the parties (especially the child's guardian) wish to continue the agreement, the transaction continues. Fulfilling the age-of-majority requirement is still regarded as an essential element for guaranteeing legal certainty in order to prevent loss to both the child and the business actor. Recognition of this temporary enforceability does not remove the importance of meeting the maturity requirement as the standard of validity. The balance between legal certainty in transacting and protection of children's rights must remain the main concern of regulation. That balance should stay guided by principles of child protection and the restoration of the child's position (Al Haibah et al., 2024). Legal certainty in the electronic commerce ecosystem requires an arrangement of verification frameworks capable of protecting all parties. Verification matters because agreements made remotely still depend on confirming who the parties are and whether they meet the legal requirements (Aliyah et al., 2023).

Regulatory Uncertainty Regarding Age Limits in Electronic Transactions

The absence of explicit norms concerning the age limit of legal capacity in cyber law triggers complexities in qualifying the validity of digital engagement subjects. Legal certainty requires the unification of standards of majority that apply universally within the national legislative ecosystem. The pluralism of legal norms regarding the boundaries of the age of majority has the potential to cause distortions in interpretation when testing the validity of electronic contracts (Alulu et al., 2024). The ITE Law and its amendments (including Law No. 1 of 2024) as well as Government Regulation No. 71 of 2019 do not explicitly stipulate the nominal age limit of legal capacity in the execution of electronic transactions. This lack of explicit regulation creates legal uncertainty, which is exacerbated by the dualism of age limits of majority within the Indonesian legal system. This aligns with the

statement by Rahman et al. (2024) that limited specific regulations concerning electronic transactions can lead to legal uncertainty and increase the risk of loss. On one hand, Article 330 of the Civil Code determines the age of majority to be 21 years or having been married. On the other hand, the Child Protection Law defines the age of a child as under 18 years. Although modern legal practice and jurisprudence generally refer to the age of 18 as the standard for legal capacity, this regulatory gap in cyber law still holds the potential to cause interpretation bias. A firm adjustment of the criteria for majority is a juridical necessity to guarantee certainty for parties engaging in transactions. Securing the norm of the age limit for legal capacity in digital transactions will strengthen the protection of legal subjects and prevent disputes arising from differences in interpretation.

Consumer protection is an essential part of upholding the principles of justice and balance in civil legal relations. Legal subjects who are not yet adults need special juridical protection because they have not yet reached rational maturity in assessing the risks of agreements (Badu et al., 2023). A child's ability to judge risks develops gradually, so it cannot be treated as equal to that of an adult (Masfufah & Darmawan, 2023a). The principle of consumer protection mandates adjusting legal instruments to the dynamics of transactions involving parties in a vulnerable position. As consumers, children's protection in electronic transactions is subject to Law Number 8 of 1999 on Consumer Protection. This Law places consumers in a vulnerable position in the era of technological advancement. Where the consumer is a minor, that vulnerability is doubled because of their limited rationality in assessing transaction risks (for example, standard clauses or privacy consent). Children's frequent use of gadgets also makes them easily drawn into online purchases without realizing the consequences (Masfufah & Darmawan, 2023b). Parents with limited time often cannot monitor what their children do online, which widens this vulnerability (Evendi et al., 2023). The need for such protection becomes even more important because children's limited legal capacity and understanding of the consequences of agreements can result in the risk of loss in electronic transactions (Hardyansah et al., 2022). Habits and self-control formed through upbringing and school also influence how children make spending decisions, so the level of caution among child consumers varies (Djazilan & Darmawan, 2021). The application of standard clauses without screening users' capacity potentially ignores the lawful freedom of will of children as

consumers. The consumer protection framework must accommodate proportional limits on rights and obligations in order to prevent civil loss to children.

The presence of sectoral and specific rules is an important instrument for closing legal gaps in electronic transactions. The position of children, who are more vulnerable than business actors, demands stronger legal protection to prevent loss and ensure that their civil rights are fulfilled (Indaryanti et al., 2023). Recognizing children's rights regardless of their legal status shows why protection must be stated explicitly in the rules (Fajar et al., 2022). Effective legal protection for children as consumers requires normative synergy among the relevant laws and regulations. The arrangement of statutory norms must be directed at realizing certainty and fairness in transactions for all parties. The Consumer Protection Law does not yet specifically regulate the protection of children who act directly as electronic consumers (Suwardi et al., 2024). This gap can be exploited by irresponsible business actors. Clear rules with defined responsibilities help business actors act accountably and make their conduct easier to assess (Darmawan, 2024). Clarity of cross-sectoral rules that set the age of legal capacity in the digital space is urgently needed. Rules for the digital space also need clear and proportionate responses to violations so that responsibility can be determined fairly (Rianto et al., 2023). Legal certainty in electronic transactions will only be optimally achieved if regulations firmly lock in the criteria for authorized legal subjects, so that every electronic contract has valid and secure binding force for all parties. Consistent legal reform is needed to provide clear legal guarantees in digital economic transactions. Adaptation to change works best when it fits the social conditions of those affected, so legal reform should follow how children actually use digital services (Oluwatoyin & Mardikaningsih, 2022). Integrated regulation will clarify the limits of the parties' responsibilities and create stability in the national legal order.

Dispute Resolution Mechanisms in Electronic Transactions Involving Minors

Civil dispute resolution in the realm of electronic transactions is grounded in the principles of legal certainty and the protection of the parties' rights. The existence of a legal framework for dispute resolution serves to maintain the balance of legal positions between electronic system providers and service users. The enforcement of justice in digital space requires the availability of structured legal channels to accommodate the recovery of civil losses (Palanissamy & Moorthy, 2019). The ITE Law

provides the legal basis for the validity of electronic transactions and contracts, yet the development of digital transactions also gives rise to new issues in dispute resolution (Maulani et al., 2023). Disputes arising from electronic transactions require a tiered and structured legal resolution mechanism. The ITE Law regulates legal remedies for dispute resolution through two main tracks. The first track is court litigation (as emphasized from Law No. 11/2008 up to its amendment in Law No. 1/2024), where anyone whose rights are violated has the right to file a lawsuit against electronic system providers that cause losses. The court litigation process provides certainty through a judge's decision that is binding and possesses executorial power. The right to file a civil lawsuit is an instrument of normative protection for legal subjects who suffer losses due to cyber transactions. The availability of litigation channels reinforces the commitment of the national legal system in enforcing the accountability of electronic system operators.

Non-litigation approaches in civil law provide an alternative for rights recovery focused on agreement and reconciliation between the parties. The principle of restorative justice, as explained by Rianto et al. (2023) through mediation, apologies, and loss recovery, can serve as an alternative dispute resolution method in the digital space that prioritizes recovery and reduces conflict escalation. The principles of efficiency and confidentiality are the primary advantages of out-of-court dispute resolution in digital economic transactions (Pranisa et al., 2021). The legal framework of engagements supports the utilization of alternative mechanisms to minimize the negative impact of disputes on the parties (Rusakova et al., 2022). The second track is non-litigation through alternative dispute resolution. The ITE Law facilitates the parties to resolve disputes through arbitration or other alternative dispute resolution institutions outside the court. Mechanisms such as negotiation, mediation, and conciliation provide flexibility for the parties to restore their rights more quickly, efficiently, and confidentially, which is highly ideal for disputes involving the interests of children (Benny et al., 2020). The flexibility of non-litigation procedures strongly supports the psychological and civil protection of underage legal subjects. Child-friendly out-of-court dispute resolution aligns with the principle of the best interests of the child in child protection law. The strengthening of alternative dispute resolution norms reinforces a legal protection system that is adaptive to the dynamics of electronic commerce.

Legal standing in civil procedural law requires

legal capacity to attend court proceedings. The absence of independent legal capacity in children necessitates a valid legal representation mechanism according to statutory regulations (Saputra, 2019). The principle of juridical representation ensures that the civil rights of children remain guarded and legally represented before the law. In the event that a minor is an aggrieved party in an electronic transaction, the principle of legal capacity to stand in court (*persona standi in judicio*) requires that a lawsuit be filed by parents or legal guardians representing the child's interests (Dahlan, 2023). In addition, society or non-governmental consumer protection institutions may also file a representative lawsuit (class action / legal standing) if the electronic system violation harms the wider community, including children. The recognition of group representative lawsuits broadens access to justice for vulnerable groups experiencing mass losses. The active role of consumer protection institutions functions to strengthen normative supervision over the compliance of electronic system providers. The integration of individual and group legal representation serves as an effective means to pursue the comprehensive recovery of children's civil rights.

The provision of affirmative protection for children is a form of the state's constitutional obligation in responding to the development of the digital ecosystem. The principle of civil equivalence demands the limitation of commercial exploitation against legal subjects who do not yet possess the maturity to act (Toumahu & Anggraini, 2024). The arrangement of child protection law in virtual transactions is directed toward balancing the capacity inequality between children and business actors. Children involved in the digital ecosystem require affirmative protection. This protection encompasses the fulfillment of basic consumer rights as well as mitigation against commercial exploitation that does not correspond with their legal capacity. Given that children lack legal capacity, civil responsibility and transaction assistance entirely rest in the hands of parents or legal guardians (Benny et al., 2020). Synergy between parental supervision, business actor compliance, and the enforcement of up-to-date legal instruments is a tangible manifestation of the state's responsibility in guaranteeing the constitutional rights of children in the digital economy era. The position of parents as legal guardians entails the responsibility to ensure that every legal action of a child runs in accordance with juridical rules. Business actors' compliance with child protection standards becomes an important instrument in

creating a fair digital commerce climate. The implementation of integrated state responsibility affirms the guarantee of the protection of children's constitutional rights within the national legal order.

CONCLUSION

The legal status of children in electronic transactions is classified as legally incompetent, meaning that the transactions they perform are constantly susceptible to being voided. The absence of a single reference regarding the age of majority within the digital environment creates ambiguities detrimental to the legal certainty of consumer protection. The resolution of commercial disputes must involve parents or legal guardians to act on behalf of the child through judicial or alternative paths. The tangible implications of these findings necessitate the synchronization of national legal instruments to establish absolute age limits in digital transactions in order to prevent exploitation and financial loss to child consumers. The harmonization of standards of majority in sectoral regulations serves as an essential prerequisite to guarantee legal certainty for all electronic transaction participants. The involvement of legal representatives and the provision of adaptive dispute resolution channels function to strengthen the child consumer protection system. Comprehensive alignment of the national legal framework will establish a digital economic governance that is secure, fair, and oriented toward the principles of civil justice.

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