



Use of Online Dispute Resolution in Realizing Restorative Justice in E-Commerce Disputes

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Abstract - The purpose of this study is to investigate whether online dispute resolution can be used to achieve restorative justice in e-commerce disputes. Based on the research objectives, there is also a problem formulation for this research what are the current limitations or gaps in utilizing ODR for restorative justice in e-commerce, as well as the potential benefits and challenges associated with its implementation in this field. This study examines secondary data in the form of primary, secondary, and tertiary legal sources using normative juridical research methodologies and a statutory approach. Normative juridical research methodologies involve analyzing legal principles and norms to evaluate their moral or ethical implications and to propose recommendations for legal reform or improvement. This approach often involves examining legal theories, concepts, and values to guide decision-making and policy development. Based on the research findings, Online Dispute Resolution can be a useful tool for settling disputes involving e-commerce in a timely, cost-effective, and way that doesn't interfere with the parties' ability to conduct business. The principles of restorative justice are supported by the use of online dispute resolution, which helps to create an environment that is favorable to communication, understanding, and the repair of relationships by promoting greater participation, effective communication, relationship maintenance, process efficiency, and empowerment of all parties.

Keywords: E-Commerce Disputes, Online Dispute Resolution (ODR), Restorative Justice

I. INTRODUCTION

The internet has given rise to a civilization characterised by a distinct culture, where social interactions on a global scale are no longer constrained by national borders. The internet, along with its various features and applications including e-mail, video chat, video conferencing, and webpages (www), enables seamless worldwide communication transcending geographical boundaries (Fakhriah, 2023).

The advent of the internet has transformed traditional face-to-face transactions into non-face-to-face or long-distance transactions. These transactions, known as electronic transactions, are conducted utilising electronic media and internet networks, allowing for online connectivity.(Puluhulawa et al., 2023). This also has a significant impact on the ongoing development process of each component. The impact of globalisation and free trade,

facilitated by advancements in communication with information technology, which has expanded the potential for products interchange, both domestically and internationally. In the contemporary day, commerce involves the involvement of intermediaries who enable producers and consumers to engage in the exchange of goods, so promoting and enhancing the process of buying and selling. (Kansil, 2006). The internet and smartphone usage trends highlight specific statistics that show the increasing reliance on digital platforms for communication and commerce in Indonesia. This could include data on the growth in the number of internet users or the increasing level of smartphone penetration in the country.

When observing trade in Indonesia nowadays, it is evident that online trade operations are rapidly growing and gaining popularity. According to data provided by the Indonesian Telematics Society (2016), it demonstrates significant promise. There are about 88.1 million internet users in Indonesia, which accounts for 34% of the population. Additionally, there are around 308.2 million cell phone users, representing 121% of the population, and approximately 63.4 million smartphone users, making up 24.7% of the population). (Rachman, 2016). This demonstrates that internet access has a significant influence on the Indonesian commercial sector, resulting in a substantial impact on the economy across all demographic categories. The emergence of Electronic Commerce (e-commerce) is a result of technological advancements in the realm of commerce, specifically the utilisation of online media through electronic systems (Rahman et al., 2024).

E-commerce is a medium used for transmission (telecommunications) which includes the exchange, purchase and sale of a product or service using transportation, both physical and digital, from location to location (Vasarhelyi & Greenstein, 2003). Financial transactions carried out via electronic means are referred to as e-commerce. The Electronic Information and Transactions Law No. 11 of 2008 and Law No. 19 of 2016 regulate e-commerce. Furthermore, the use of electronic systems and transactions is covered by Government Regulation No. 82 of 2012.

E-commerce objects refer to the items or services that are exchanged between sellers and customers in the context of e-commerce. However, in the world of e-commerce, some goods and services are not available for purchase or sale. Regulations regarding the particular conditions that must be fulfilled by products or services in order for them to be acceptable for trading in e-commerce are not established by the Information and Electronic Transactions Law or the Consumer Protection Law. There are no specific conditions for items that qualify for e-commerce transactions in Law No. 19 of 2016 about Information and Electronic Transactions. Article 9 of the same regulation, however, requires vendors to provide accurate and thorough information about the goods they sell. Additionally, Article 28 Paragraph (1) prohibits the dissemination of false and deceptive information that leads to financial losses for buyers in electronic transactions.

In recent years, online trading has become increasingly common in Indonesia. Thousands of e-commerce (electronic commerce) sites have emerged to answer people's needs for online shopping (Liputan6.com, 2018). The proliferation of the free market economy and unrestricted competition across nations in internet commerce has led to a significant surge in commercial transaction activities. Every day, there are hundreds of thousands of business transactions occurring, and it is expected that the frequency of both domestic and international business transactions will continue to rise. This increase will consequently lead to a higher occurrence of disputes. Business disputes or commercial disputes refer to conflicts that typically arise from business or commercial activity. (Suparman, 2021).

The Indonesian Consumers Foundation (YLKI) noted that complaints from consumers regarding online shopping were the most frequently received during 2017. Chairman of the

YLKI Daily Management Tulus Abadi noted that throughout 2017, the institution received 642 complaints, of which 16 percent or 101 complaints related to online shopping transactions. Disputes can be handled either by litigation, which involves going to court, or through non-litigation techniques, often known as Alternative Dispute Resolution (ADR) methods. A method of resolving disputes outside of traditional courtroom litigation. ADR techniques include mediation, arbitration, negotiation, and conciliation. These methods aim to provide parties with more efficient, cost-effective, and collaborative means of resolving conflicts while preserving relationships and avoiding lengthy court proceedings. When resolving conflicts outside of court, the parties involved do not engage in a formal legal process, which is frequently costly and time-consuming. The parties merely present their argument to an impartial third party in order to settle the disagreement. In addition, all problems should be handled based on the principle of kinship, as Indonesian culture values a collaborative approach to settling issues, which aligns with the fourth tenet of Pancasila, namely the pursuit of consensus through discourse. The objective of the discourse is to achieve social justice for the Indonesian society.

Regarding the rationale underlying its justification Alternative Law Number 30 of 1999 governs dispute resolution and deals with arbitration and alternative dispute resolution in particular. Alternative Dispute Resolution is an institution that settles disputes or differences of opinion by methods agreed upon by the parties, according to Article 1 Point 10 of Law Number 30 of 1999 on Arbitration and Alternative Dispute Resolution. Through consultation, discussion, mediation, conciliation, or expert assessment, the matter will be resolved outside of court through these methods.

Unfortunately, face-to-face encounters between the parties to the dispute are required during the course of the Alternative Dispute Resolution procedure. Without a doubt, conventional is hard. As a result, we need a dispute resolution process that is effective, economical, and does not interfere with the parties' ability to do business. A notable innovation is the utilization of models for Online Dispute Resolution, also referred to as Alternative Dispute Resolution. These can be conducted online, and if in-person sessions are required, they can be conducted audiovisually through video-conferencing tools (Basarah, 2011). This method can be used anywhere to resolve disputes in an efficient manner. Parties typically favour this form of conflict resolution due to the conclusive and obligatory nature of the ruling. Nevertheless, a recent trend has emerged in which online alternative dispute resolution (ADR) rulings lack enforceability. Online Dispute Resolution is still unregulated in Indonesia. The primary objective of Online conflict Resolution is to enhance public confidence in online commerce by offering prompt conflict resolution and legal assurance across many geographical locations, languages, and legal systems.

While several nations have successfully adopted and utilised Online Dispute Resolution (ODR), Indonesia has yet to adopt this system. Consequently, there is currently no legal framework in place for the use of ODR processes in the country. Online conflict resolution will revolutionise the field of dispute settlement in Indonesia.

As if agreeing with the existence of Online Dispute Resolution, Pablo Cortés in his theory stated:

ADR that makes use of the speed and ease of Internet and ICT is commonly known as online dispute resolution (ADR). Online Dispute Resolution is the greatest—and frequently the only—way to improve customer complaints' redress, boost consumers' confidence in the marketplace, and encourage the long-term expansion of e-commerce Cortes (2011)

In reaction to the recent deployment of Online Dispute Resolution by various countries and online shopping sites, the government has proposed a new legislation governing commercial transactions done through electronic networks. According to Article 79, paragraph

(1), in the event of a disagreement arising from a commerce transaction carried out via an electronic system, the parties may choose to take their issue to court or utilize alternative dispute resolution procedures. The resolution of trade transaction disputes involving electronic systems, as described in paragraph (1), may be completed electronically (via online dispute resolution) in compliance with the legal requirements, according to paragraph (2) of the same article.

Article 79, paragraph (2) provides the option of utilising electronic dispute resolution, sometimes known as Online Dispute Resolution. However, this article lacks any additional elucidation on the subject of Electronic Conflict Settlement. Sadly, as of right now, the Government of the Republic of Indonesia's Draft Regulation on Trade Transactions Performed Through Electronic Systems has not received formal approval. This shows how inadequate the laws are, or how inadequate the standards are (Muhtar and others, 2023).

In addition, the following clause When it is determined that a disagreement resolution through arbitration will occur in the form of an exchange of letters, then Sending a telex, telegram, facsimile, e-mail, or other form of written communication means must be accompanied by a note of receipt by the parties. A gap for conducting online arbitration is presented by paragraph (3) of Law Number 30 of 1999 concerning Arbitration and Alternative Dispute Resolution. Therefore, because the parties have already reached an agreement, they do not need to be present for the arbitration procedure to begin.

As if in line with "The Supreme Court of the Republic of Indonesia Number 1 of 2016 Regulation concerning Mediation Procedures in Court states in Article 5 paragraph (3) that mediation meetings may be held via long-distance audio-visual communication media, "allowing all parties to see and hear each other directly and participate in the meeting." "The Parties' long-distance audio-visual communication as specified in Article 5 paragraph (3) is regarded as direct presence," the statement states" (Wantu et al., 2023) appears in Article 6 paragraph (2), therefore supporting this.

The utilisation of According to Articles 5 paragraph (3) and 6 paragraph (2) Long-distance audio-visual communication platforms are particularly relevant to restorative justice in mediation procedures under the Supreme Court of the Republic of Indonesia Number 1 of 2016 Regulation about Mediation Procedures in Court principles. A type of justice known as restorative justice conflict resolution method that prioritises the restoration of relationships, reconciliation among the parties, and the repair of any harm caused, rather than solely punishing the wrongdoer.

II. METHOD

This study specifically looks at two problem formulations: the conditions that lead to a high likelihood of e-commerce conflicts and the legality of online dispute resolution from a legal perspective. Because it examines materials from libraries, this work is classified as normative juridical research (library research). The Statutory Approach is the methodology utilized. The legal resources that are employed for analysis and examination comprise primary, secondary, and tertiary sources.

III. RESULT AND DISCUSSION

Principles of E-Commerce

The practice of marketing, buying, selling, and distributing goods and services over electronic platforms like the World Wide Web (www), television, the internet, or other

computer networks is referred to as e-commerce, or electronic commerce. Electronic data interchange, inventory management, data collection, and payment transfers are all included in e-commerce (Nugroho, 2016). Trading via electronic systems, as defined in Article 1 point 24 of the commerce Law, refers to commerce where transactions are conducted via a sequence of electronic operations.

The user is referring to the laws pertaining to electronic information and transactions include Law No. 11 of 2008 and Law No. 19 of 2016, while Government Regulation No. 82 of 2012 deals with the implementation of electronic systems and transactions. Electronic transactions are legally binding acts carried out using computer networks, computers, and/or other electronic devices. According to the Big Indonesian Dictionary, a transaction is an agreement between two people in which products or services are exchanged. In electronic buying and selling transactions, the parties involved are identical to those in regular transactions. In this type of shopping, there is a seller who is obligated to provide accurate and comprehensive information about the goods being sold, as stated in Article 9 of Law no. 11 of 2008 and Law no. 19 of 2016 regarding Information and Electronic Transactions.(Huda, 2015).

According to Purchases and sales are governed under Civil Code Article 1457 a contractual transaction in which one party commits to transferring an object, while the other party commits to paying the agreed-upon amount. A legitimate agreement is one that satisfies the four elements outlined in Article 1320 of the Civil Code, namely: (1) Mutual consent between both parties, (2) Legal capacity to perform contractual obligations, (3) The presence of a specific object, and (4) The presence of a lawful reason.

The following four ideas are fundamental to contracts: (1) freedom of contract; (2) consensualism; (3) *pacta sunt servanda*; and (4) good faith (Hernoko, 2010). Government Regulation No. 82 of 2012 concerning the Implementation of Electronic Systems and Transactions lists the following electronic contracts in Article 47 Paragraph (2):

1. the parties have an agreement;
2. carried done by qualified legal entities or those with the authority to act on their behalf in compliance with the guidelines established by statute;
3. There are certain things; And
4. The purpose of the transaction must not be in opposition to morality, the law, or statutory rules."

Article 48 Paragraph (3) of Government Regulation No. 82 of 2012 concerning the Implementation of Electronic Systems and Transactions states that electronic contracts themselves at least

Load(Bakung et al., 2023):

1. "Personal information of the parties;
2. Specifications and objects;
3. Electronic transaction requirements;
4. Prices and fees;
5. Procedures for cancellation by the parties;
6. Provisions granting the injured party the right to return goods and/or request a replacement product in the event of hidden defects; and
7. Selection of law for electronic transaction settlement."

The author concurs with the interpretation provided in the Civil Code's definition of buying and selling, Government Regulation No. 82 of 2012 on the Implementation of Electronic Systems and Transactions, Law No. 19 of 2016 on Information and Electronic Transactions,

and the Civil Code, wherein electronic transactions lead to the formation of an electronic contract.

Trade refers to a series of actions involving the exchange of goods and/or services, both domestically and internationally, with the purpose of transferring ownership rights in order to receive rewards or compensation, as defined in Article 1 Paragraph (1) of the Trade Law. Paragraph (24) defines electronic trading as the process of conducting trades using electronic equipment and methods. (Bakung et al., 2022).

The information technology sector defines e-commerce as the application and implementation of electronic business (e-business) in relation to business transactions. Examples of e-business include online marketing, electronic fund transfers, supply chain management (SCM), electronic data interchange (EDI), online transaction processing, and online marketing (Harahap et al., 2023).

As per Sutan Remy Sjahdeini, e-commerce refers to the commercial transactions conducted over computer networks, specifically the internet, involving consumers, manufacturers, service providers, and intermediate traders. E-commerce encompasses several key elements: (1) the presence of a trade contract, (2) the execution of the contract through electronic means, (3) the absence of a requirement for physical presence of the parties involved, (4) the occurrence of the contract on a public network, (5) the utilisation of an open system such as the internet, and (6) the contract's independence from national jurisdictional boundaries.

Online Dispute Resolution Theory

A type of dispute resolution known as online dispute resolution (ODR) makes use of technological resources to help parties resolve their differences. Online Dispute Resolution employs a combination of mediation, arbitration, and negotiating techniques. This case falls under the category of Alternative Dispute Resolution, which includes online dispute resolution. The distinction is seen in the way that online dispute resolution shifts conventional perspectives while utilizing cutting-edge methods and internet technologies (Main, 2017).

Understanding Online Dispute Resolution, hereinafter referred to as Online Dispute Resolution according to Melissa Conley Taylor quoted by Prof. Dr. Moch Basarah in his book *Alternative Dispute Resolution Procedures: Traditional and Modern Arbitration (Online)* is:

“Online Dispute Resolution refers to Alternative Dispute Resolution processes conducted with the assistance of information technology, particularly the internet.” (Basarah, 2011)

Meanwhile, according to Ethan Katsh and Janet Rifkin in their book *Online Dispute Resolution: Resolving Conflicts in Cyberspace*, they state:

“Online Dispute Resolution draws its fundamental ideas and topics are drawn from arbitration, mediation, and other alternative dispute resolution procedures. Online Dispute Resolution makes use of the online platform to apply these procedures to online problems as well as offline ones, improving their effectiveness in both contexts. The field of online dispute resolution is evolving, and it will shift as new online resources and tools are created. But at its foundation, it shares with ADR the notion of resolving disputes in a way that is more adaptable and effective than traditional court proceedings and litigation.”

In other words Online

Dispute resolution refers to a process that allows parties in cross-border (or borderless) locations to resolve problems without physically meeting. Bol (2003). The internet was first developed in 1969, but it wasn't until the early 1990s that the necessity for online dispute

resolution became apparent. Few people used the internet in the first 20 years of its existence. The majority of people with Internet access are connected to the military or to educational institutions, and even in those settings, only a small percentage of PCs have connection to the Internet. While using the internet is commonplace these days. Perhaps more crucially, the National Science Foundation did not allow commercial use of the Internet until 1992. The World Wide Web was not created until 1989..(Katsh, 2007)

Many authors share Online Dispute Resolution into 3 (three) periods, namely before and up to 1995 (the elementary stage), the period from 1995 to 1998 or 1999 (the experimental stage) and the current period (entrepreneurial stage).

1. The Elementary Stage (before and up to 1995)

Prior to 1995, only a limited number of informal dispute resolution techniques were utilised in certain online situations. Prior to 1992, the Internet was predominantly centred in the United States and commercial operations were forbidden under the National Science Foundation's acceptable use policy. The network is mostly utilised by scholars for the purpose of sending electronic mails and engaging in listservs, as well as for the exchange of data by individuals possessing technical proficiency.(Katsh, 2007). In 1992, the National Science Foundation's decision to rescind its prohibition on internet-based commercial activity was both extremely controversial and tremendously consequential. Following the lifting of the prohibition, conflicts pertaining to internet commerce began to arise. In 1994, the initial instance of commercial spam took place when two solicitors attempted to solicit consumers for involvement in an immigration fraud. Several months later, the US Federal Trade Commission initiated its inaugural lawsuit for internet-based deception. Currently, there are few conflicts, but there are a few that are particularly intriguing and deserving of attention. Multiple online techniques are employed to address these problems, however, there is currently no established institution exclusively dedicated to Online Dispute Resolution. The concept of Online Dispute Resolution has not yet been discovered.

2. The Experimental Stage (since 1995-1998/1999)

The second phase occurred simultaneously with the expansion of the Internet, specifically as a platform for conducting business. Concept Online Dispute Resolution is based on the belief that as online activity grows, the number of disagreements will also increase. Therefore, the beginnings Online Dispute Resolution is founded on the principle that an increase in online transactions leads to a corresponding increase in online conflicts. As networks expand, new forms of conflicts emerge, such as debates over the legality of connections between websites or other intellectual property concerns pertaining to the utilisation and replication of information. Indeed, the greater the utilisation of the Internet for any objective, the more conflicts emerge. During this era, there was a growing realisation that the Internet required specific online organisations to tackle the problems that were becoming more frequent. During this time, Online Dispute Resolution was primarily supported by academics and non-profit entities, who conducted pioneering experiments. Diverse initiatives are devised to facilitate the attainment of resolution for individuals engaged in conflicts without necessitating face-to-face interaction.

An online mediator assisted a website owner who was disputing copyright infringement with a local newspaper in the first case that was handled by Ombudsman Office Online, a University of Massachusetts online mediation project (Chakraborty, 2016).

3. Entrepreneurial Stage(present time)

The period since 1998 is a time when the industry Online Dispute Resolution started to

appear.

Both governmental and private sectors now acknowledge that there are numerous issues arising from the online environment for which there are internet resources. Unlike three or four years prior, now Online Dispute Resolution is more accepted and indeed desirable to be the first choice in the process of resolving disputes that arise from online activities. Additionally it has been acknowledged that technologies effective in settling online conflicts may also be effectively used to offline conflicts (Fitriano, 2023).

Although it requires high costs to build and implement the system Online Dispute Resolution, the number of companies that offer some form Online Dispute Resolution continues to increase. As a consequence, concluded. An increasing number of people have realized that The ability of online resources to address a wide range of issues that arise in the online environment is advantageous to both the public and private sectors.

As for the form of Online Dispute Resolution (Setiyawan & Muhtar, 2023):

1. Online Negotiation

The meaning of negotiation in the dispute resolution system is through Online Dispute Resolution, is:

"Negotiation: the process by which parties attempt to resolve their differences between themselves without outside intervention. Negotiations are common, but they may be structured with the help of specific web resources and strategies, making it simpler to get to a better conclusion faster.

When it comes to resolving conflicts through online discussions, there are two ways that can be employed: Assisted Negotiation and Automated Negotiation.

Enhanced or technologically facilitated negotiation, or assisted negotiation, is a process that aids parties in reaching a consensus through direct communication via email and other information technology tools such as online meeting platforms, threaded message boards, data storage techniques, and other tools. Assisted Negotiation is the most straightforward approach to Online Dispute Resolution, as it allows the disputing parties to directly negotiate using the online platform given. In addition to that, contact between the parties involved in the issue is conducted via the media and restrictions established by the provider. Some providers of this method include SquareTrade, Online Confidence, ECODIR, Online Resolution, Resolution Forum, and The Claim Room.

Automatic Online conflict resolution has given rise to automated negotiation, in which software controls every step of the dispute settlement process automatically. The parties describe the nature of the disagreement and submit bids and requests in the form of automated negotiation, sometimes referred to as blind-bidding negotiation a bargaining settlement via a computer whose security is guaranteed. (Muhtar et al., 2023), namely with a protected password and web-based platform. This method is one of the methods that is widely available, and is widely used in resolving insurance disputes. Provider of Automated negotiation, for example: ClickNsettle, Cybersettle, Intersettle, e-settle.co.uk, MARS, Settlement Online, WeCansettle, The Claim Room, WebMediate and Dispute Manager.

2. Online Mediation

Mediation is a kind of conflict resolution that relies on negotiations facilitated by a neutral third party, known as a mediator. The mediator assists the disputing parties in reaching a resolution to their issue, but does not possess the power to make judgements throughout the negotiation process. Thus, in the process of settling problems through mediation, the third party acts as a neutral intermediary who actively participates in resolving conflicts between

the involved parties. The primary role of a mediator is to facilitate discussions between the parties involved, without acting as an arbiter or decision maker. (Bakung et al., 2024).

The process of resolving disputes through

The process of resolving disagreements using online mediation is similar to that of traditional mediation. The way technology is used differs. Since traditional mediators can also utilize email in the dispute settlement process, the usage of technology in question extends beyond email for discussion purposes.

Email can be integrated with various communication technologies, including electronic conferencing, online chat, video conferencing, fax, and phone, according to the online mediation provider, (Dewi & Syukur, 2011).

If required and under certain circumstances, some providers can even set up in-person meetings between the parties. Furthermore, the primary distinction between traditional and online mediation dispute resolution is that in the former case, the parties have a mutually sustainable connection. The parties believe that this relationship will last, therefore they choose to settle disagreements through mediation in order to keep it thriving. However, with online mediation, parties who prefer to resolve disagreements do so because it eliminates the necessity for them to be present in person (face to face) and since they often do not have an ongoing relationship, the costs are cheap and can be accessed anywhere. Apart from that, online media dispute resolution is only based on written communication through a protected password system. In resolving disputes through online mediation, there is a classic form of mediation called the three-room procedure.

In this form of mediation, the mediator speaks with one of the parties in a separate secret room and after that the parties negotiate again in a third room. This three room procedure can be simulated in the real world through three password protected chatrooms. In the Three room procedure mediation method, the first stage to start the dispute resolution process through mediation is to accommodate the parties' problems. Then, based on this problem, the mediator will convey information to the parties and ask for their readiness to be part of resolving the dispute. Usually an agreement for resolving disputes through mediation has been prepared, and will be signed by the parties, if the dispute is resolved by mediation successful, then the parties will sign a dispute resolution agreement. After the mediation process is complete and successful, the mediator can make final recommendations to the parties, but these recommendations are not binding. For this reason, dispute resolution through mediation can be said to be a facultative dispute resolution process. The parties can go their separate ways at any time before the dispute resolution agreement is signed.

3. Online Arbitration

In addition to online discussion and mediation, Online conflict Resolution can also be utilised for conflict resolution through arbitration. Arbitration, as a technique of settling conflicts, is characterised by a higher level of formality in comparison to other extra-judicial dispute resolution processes. The arbitrator has the authority to render a final and enforceable decision, taking into account the arguments and evidence presented by the parties involved. Online arbitration relies on written papers for the hearing process, filing of evidence, and other related procedures. If in-person meetings are necessary, video conferencing options can be utilised.

Similar to other dispute resolution techniques like online bargaining and mediation, online arbitration is typically more complex. There are multiple steps in the online arbitration process: approval/agreement, method selection, problem presentation, denial, consideration, and decision. Comparably, internet arbitration uses a neutral third party to aid in making decisions.

On the other hand, online arbitration incorporates technology—a fourth party—to help the arbiter carry out their legal obligations. Internet arbitration is defined as follows:

Parties present their case in arbitration to a third party that is impartial and has the power to make decisions. After hearing arguments from both parties, the arbitrator makes a decision in arbitration just like a judge does in a courtroom. Depending on what the parties agree upon before to the arbitration, this ruling may be binding or non-binding."

According to this comprehension, an arbitration award can be either binding or non-binding, depending on the agreement made by the parties before to the implementation of the award. Online arbitration is categorised into two distinct forms: binding arbitration and non-binding arbitration. Non-binding arbitration can be categorised into two forms: optionally binding and genuinely binding. Optionally binding arbitration can become binding if the parties agree to it. However, a really non-binding decision is incapable of producing a decision that is legally enforceable. When engaging in online arbitration, it is crucial to focus on key aspects such as the arbitration agreement, arbitration procedure, and arbitration award.

IV. CONCLUSION

The use of Online Dispute Resolution in e-commerce disputes offers significant potential in realizing restorative justice. Online Dispute Resolution provides a platform that allows all parties to actively participate in the dispute resolution process, which is important in the context of restorative justice. Through Online Dispute Resolution, justice can be achieved more efficiently and effectively, ensuring restoration of relations and reconciliation between the parties involved. This shows that Online Dispute Resolution is not only a practical dispute resolution tool, but also facilitates the important values of restorative justice in the digital era.

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