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Correlation of Cyber Law with Civil Law: Theoretical and Practical Studies

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A B S T R A C T

This research aims to examine the correlation and relationship between Cyberlaw and Civil Law with a theoretical and practical approach. This research uses qualitative methods, which specifically examine normative juridical matters regarding Cyber Law and examine its technical aspects. With in-depth study, shows that Cyber Law and Civil Law have a very close relationship, both individuals and institutions, which includes aspects of security and protection of personal identity, proof and accountability in the eyes of the law, and concludes that electronic documents and their technical use have not been regulated, so it is necessary strengthening and improving the law, so that there is no legal vacuum or uncertainty.

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INTRODUCTION

In the current era, technology information and communication have advanced very rapidly, and all of this has brought about many extraordinary changes, especially in the development of law. This can be seen in the relationship between Cyber Law and Civil Law. In this development, human activities are closely intersecting with cyberspace, which of course requires an understanding of law which is very important regarding how to interact, transactions and legal impacts, both in theoretical and practical contexts. In theoretical terms, this is a very clear change regarding the legal paradigm needed to control the use of gadgets on social media. This development certainly creates challenges for society and law enforcers, because it is feared that there will be no legal certainty regarding certain matters.

In line with this, the need for theoretical studies related to the development of civil law becomes clear. Basic concepts in civil law, such as contracts, liability and compensation, need to be adapted and updated to remain relevant in the context of digital transactions and interactions. Legal uncertainty related to data protection, privacy and responsibility in cyberspace is a challenge that requires serious attention. Therefore, reviewing civil law concepts is important to bridge the gap between technological and legal developments.

In a practical context, security and data protection aspects are the main focus. Protection of personal data, security of electronic transactions, and accountability for security breaches are issues that must be resolved to ensure security and trust in the digital environment. Apart from that, online dispute resolution is an urgent matter to handle, considering that disputes often appear in different forms in cyberspace. How to develop an effective and fair online dispute resolution mechanism is a question that needs to be answered in the context of civil law and cyber law.

With an overall aim, this research aims to analyze the relationship between civil law concepts and cyber law principles, explore the legal uncertainties that arise in the implementation of cyber law, and provide recommendations for improving the legal framework that can accommodate the dynamics of relationships in cyberspace. It is hoped that this research can contribute to understanding and overcoming the legal challenges faced in the digital era, as well as providing a basis for developing relevant and effective legal policies.

LITERATURE REVIEW

1. *Conception and Brief History of Cyber Law*

The conception and brief history of Cyber Law, or cyber law, is an interesting and complex topic. Cyber Law is a term that refers to the law that regulates activities in cyberspace. This includes everything from copyright and internet security to online transactions and data privacy. The concept of Cyber Law emerged along with the development of internet technology and the need to regulate activities carried out in cyber space.

The history of Cyber Law can be traced back to the late 20th century when the internet began to become popular and widespread. Initially, the internet was considered a "lawless" space, where users could freely communicate and exchange information without many restrictions. However, as technology develops and internet usage increases, various legal problems arise, such as online fraud, identity theft, copyright infringement, and cyber-attacks.

The history of Cyber Law in Indonesia has a unique context and has developed according to the dynamics of technology and social needs in that country. The concept of Cyber Law in Indonesia refers to legal regulations that regulate and control the use of information and communication technology to ensure that activities in cyberspace take place within legitimate legal corridors and do not harm other parties. Cyber Law in Indonesia covers various aspects such as personal data protection, electronic transactions, digital copyright, cybercrime, and ethics in cyberspace.

The history of Cyber Law in Indonesia began at the beginning of the 21st century, in line with the increasing use of the internet in the country. One of the important milestones in the development of Cyber Law in Indonesia is the ratification of Law Number 11 of 2008 concerning Information and Electronic Transactions (UU ITE). The ITE Law is the first regulation that explicitly regulates various aspects of activities in cyberspace, including electronic transactions, copyright and digital content. This law was then revised in 2016 through Law Number 19 of 2016 to improve several aspects related to the dissemination of information on the Internet and add provisions regarding defamation.

Apart from the ITE Law, several other regulations support the concept of Cyber Law in Indonesia, such as Law Number 36 of 1999 concerning Telecommunications, Law Number 19 of 2002 concerning Copyright, which also covers copyright protection in the digital context, and Law -Law Number 14 of 2008 concerning Openness of Public Information. The latest development in Cyber Law in Indonesia is the discussion regarding personal data protection. The Indonesian government is working to establish a special law regulating personal data protection, in line with global trends and the need to increase the security of its citizens' data in the digital era.

2. *Main Principles of Civil Law*

Civil Law is the law that regulates the interests between one individual citizen and another individual citizen. Civil Law is divided into two; written and unwritten. Written civil law is civil law as regulated in the Civil Code. Unwritten civil law is customary law.

The validity of Civil Law in Indonesia is Article 1 of the Transitional Rules of the 1945 Constitution, which reads: "All existing laws and regulations remain in effect as long as new regulations have not been implemented according to this constitution."

Civil Law according to its book (Civil Code) consists of the:

1. Book I: Personal Law/Personal Law

2. Book II: Law of Objects
3. Book III: Law of Engagement
4. Book IV: Law of Evidence and Expiration.

In implementing Civil Material Law, especially in dealing with violations and ensuring their sustainability, a series of additional legal rules are needed apart from the Civil Material Law itself. These additional rules are known as Formal Law or Civil Procedure Law. Its function is to ensure compliance with the Civil Material Law, without burdening individuals with rights and obligations that are not contained in the Civil Material Law. The aim is to implement, maintain and uphold the principles of Civil Material Law.

Civil Procedure Law plays a role in regulating ways to ensure that Civil Material Law is obeyed, especially through court intervention. In essence, the Civil Procedure Law establishes procedures for filing claims, conducting examinations, making decisions, and implementing those decisions. The aim is to prevent individuals from acting in the name of the law arbitrarily (eigenrichting), which harms other parties. The word "proceeding" here refers to the process of resolving legal issues through the courts. This process is aimed at restoring injured rights and ensuring that everyone complies with the Civil Material Law. The Civil Procedure Law specifically regulates the process of resolving civil cases in court, from filing a lawsuit to implementing the judge's decision.

The Civil Procedure Law, explains how someone can submit a case to court, how to defend themselves, the judge's actions in dealing with the case, examination procedures and fair resolution of the case, as well as the implementation of the judge's decision. According to Wirjono Prodjodikoro, Civil Procedure Law is a collection of rules that regulate interactions between individuals and the court as well as court actions in maintaining Civil Material Law. With Civil Procedure Law, a person can restore the rights of those who have been harmed through the legal process, avoiding self-settlement which can be detrimental. Through the court process, a person receives legal certainty regarding their rights, such as inheritance or ownership rights, thereby creating peace and order in society.

Civil Procedure Law, or formal civil law, regulates the process of formally resolving cases through the courts. This functions to maintain the validity of Civil Material Law. The essence of Civil Procedure Law lies in the manner of examining cases, making decisions by the court, and implementing those decisions, ensuring that the plaintiff's objectives are achieved, namely fulfilling rights and obligations by Civil Material Law.

3. *Cyber Law Problems*

Currently, the internet is forming a society with a new culture. Society is no longer hampered by territorial boundaries between countries which were previously defined very rigidly. A new society with the most perfect freedom of activity and creativity. However, behind this brilliance, the internet has also given rise to new concerns, including the emergence of more sophisticated

crimes in the form of cybercrime, Intellectual Property, Data Protection and Privacy, and Electronic and Digital Signatures. The birth of a new legal regime known as cyber law is often used for laws related to the use of information technology. Apart from that, there are also other terms such as information technology law (Law of Information Technology) and virtual world law.

The legal world has long broadened its interpretation of principles and norms when dealing with intangible problems, for example in the case of electricity theft, which was initially difficult to categorize as a theft offense but was ultimately accepted as a criminal act. The current reality relating to cyber activities is no longer that simple, considering that activities can no longer be limited by the territory of a country, access can easily be done from any part of the world, losses can occur both to internet actors and other people who have never been in contact, for example in the theft of credit card funds through shopping on the internet. Apart from that, the issue of proof is a very important factor, considering that not only is electronic data not yet accommodated in the Indonesian procedural law system, but in reality, the data in question is also very vulnerable to being changed, intercepted, falsified and sent to various corners of the world in a matter of seconds. So, the resulting impact can be very fast, even very powerful. Information technology has become an effective instrument in global trade.

Wider problems also occur for civil matters, because currently e-commerce transactions have become part of national and international commerce. Concrete examples are paying taxes, zakat, and various other types of financing and/or ordering very personal medicines, people simply do it via the Internet. You can even simply debit your cell phone credit via SMS facility for other types of online purchases. This fact shows that convergence in the field of telematics continues to grow unstoppably, along with the discovery of new copyrights and patents in the field of information technology.

Cyber Law is a legal aspect whose term comes from Cyberspace Law, the scope of which covers every aspect related to individuals or legal subjects who use and utilize internet technology starting when they go "online" and enter the cyber or virtual world. In countries that have developed and developing countries using the internet as a tool to facilitate every aspect of their lives, the development of cyber law has been very advanced. As the center for the development of this legal aspect, the United States is a country that has many legal instruments that regulate and determine the development of Cyber Law.

Cyber activities, even though they are virtual, can be categorized as real legal acts and actions. Juridically, for cyberspace, it is no longer appropriate to categorize things with conventional legal standards and qualifications to be used as objects and actions, because if this method is used there will be too many difficulties and things that will escape the law. Cyber activities are virtual activities that have a very real impact even though the evidence is electronic. Thus, the perpetrator subject must also be qualified as a person who has carried out legal acts. In e-commerce activities, among other things, it is known that there are electronic documents whose position is equivalent to documents made on paper.

Cyber law problems do not only focus on individual issues but involve companies, institutions and other related parties, not only on civil aspects but also criminal acts that cannot be avoided. This is because there are variants of crimes or violations and/or errors on the internet divided into various versions. One version states that this crime was a crime with an intellectual motive. Usually, this first type does not cause any harm and is done for personal satisfaction. The second type is crimes with political, economic or criminal motives that have the potential to cause losses and even information war. Another version divides cybercrime into three parts, namely access violations, data theft, and dissemination of information for criminal purposes

METHODOLOGY

This research adopts a theoretical and theoretical study approach to explore the relationship between Cyber Law and Civil Law. First, we will conduct an in-depth theoretical analysis of key concepts in civil law, such as contracts, liability and indemnification. Meanwhile, the theoretical aspects of Cyber Law will be studied to understand the principles that govern the digital space. This method involves an extensive literature review to detail the theoretical basis of both areas of law. Analysis of legal documents, books and scientific articles will be carried out to identify recent legislative changes and developments in concepts in the fields of civil law and cyber law. In addition, comparative studies between legal frameworks in various jurisdictions will provide insight into the differences and similarities in legal arrangements in cyberspace. A theoretical approach will also be used to understand the impact and implications of the relationship between Cyber Law and Civil Law. It includes an in-depth analysis of theoretical concepts such as legal responsibility in electronic transactions, data protection, and online dispute resolution mechanisms. The theoretical and theoretical study approach is expected to provide a deep understanding and comprehensive insight regarding the complexity of the relationship between the two fields of law. Overall, these methods will provide a solid foundation for understanding the legal challenges emerging in the digital era and how civil law can be updated to address the complex dynamics of cyberspace. This research adopts a theoretical and theoretical study approach to explore the relationship between Cyber Law and Civil Law. First, we will conduct an in-depth theoretical analysis of key concepts in civil law, such as contracts, liability and indemnification. Meanwhile, the theoretical aspects of Cyber Law will be studied to understand the principles that govern the digital space. This method involves an extensive literature review to detail the theoretical basis of both areas of law. Analysis of legal documents, books and scientific articles will be carried out to identify recent legislative changes and developments in concepts in the fields of civil law and cyber law. In addition, comparative studies between legal frameworks in various jurisdictions will provide insight into the differences and similarities in legal arrangements in cyberspace.

RESULT AND DISCUSSION

What can be drawn and connected between cyber law and civil law and civil procedural law lies in the issue of transactions (contracts), legal causes and effects between individuals and institutions, violations and/or unlawful acts. It all boils down to the civil law material contained in the Civil Code which includes Personal Law/Personal Law, Property Law, Engagement Law and Evidence and Expiry Law. In this article, in the author's analysis, there seems to be a significant relationship between the two which focuses on:

- The issue of individual agreements both personally and institutionally
- Security and Confidential Protection of Personal Data and Privacy
- Proof and position of electronic devices as legal evidence.
- Pattern of individual lawsuits and class actions
- Unlawful Acts
- Liability in the eyes of Civil Procedure Law

1. Transaction Issues (Electronic Contracts)

In the era of information technology, people prefer to conduct business transactions via electronic media, because it is more effective and efficient. Transactions carried out via electronic media are a form of activity related to telematics, what is of concern is electronic agreements or electronic contracts. Agreements in the digital era will use digital data as a substitute for paper. The use of digital data as a medium for making agreements will provide enormous efficiency, especially for companies that run their business on the Internet. According to Mieke Komar Kantaatmadja, a sale and purchase agreement made via electronic media of the internet is nothing more than an extension of the concept of a sale and purchase agreement in the Civil Code. This internet buying and selling agreement has a legal basis for conventional trade or buying and selling in civil law. The difference is that this agreement via the Internet is special because there is an element of the very dominant role of media and electronic devices. According to Mieke Komar Kantaatmadja, regarding when the agreement occurred, there are several theories, including:

- Speech theory: An agreement is reached when people accept an offer and agree to the offer.
- Delivery theory: An agreement is reached when a response letter is sent regarding the acceptance of an offer.
- Theory of knowledge: According to this theory, an agreement is reached after the person offering knows that his offer has been accepted.
- Acceptance theory: States that the agreement has been reached when the person offering the offer receives a letter of acceptance.

Thus, an agreement that occurs between one person and another is called a legal relationship. If formulated, an agreement is a legal relationship in the field of property between two or more people in which one party has the right to something and the other party is obliged to something. This legal

relationship in assets is a legal consequence, the legal consequence of an agreement or other legal event that gives rise to an agreement. From this formulation, it can be seen that this agreement is found in the fields of property law, also in the field of family law, in the field of inheritance law (law of succession) and the field of personal law.

2. Security and Confidential Protection of Personal Data and Privacy

One important factor in transactions and activities through information technology facilities is the protection of personal and confidential data. Personal data includes data concerning very private matters such as medical record data, and family data, as well as other very personal information such as the maiden name of the biological mother, credit card transaction and payment data, and others that have the potential to be used by other people for criminal acts and seeking illegal profits. For example, data regarding how much balance is still available as a credit card credit facility can be known if the party who contacts the credit card provider's card center can reveal this data.

Although everyone has the right to obtain correct information through electronic media, there needs to be strict restrictions that the use of any information via electronic media that concerns data about customers in fund transfer activities is a violation of bank secrecy. The widespread misuse of credit cards via the internet has given rise to a new problem, whether credit card numbers should be explicitly stated as part of bank secrecy. Currently, there is a phenomenon that is very disturbing to credit card administrators and customers, where credit card data tapping tools are so easy to obtain.

3. Proof and the Position of Electronic Devices as Legal Evidence

a. Proving electronic devices as legal evidence

Based on Article 5 paragraph (1) Emergency Law no. 1 of 1951 in Indonesia, the applicable Civil Procedure Law is HIR (Stb. 1848 No. 16 in conjunction with Stb. 1941 No. 44) for the Java and Madura regions; and RBg (Stb. 1927 No. 227) for regions outside Java and Madura; RV. (Stb. 1847 No. 52 jo. Stb. 1849 No. 63) coupled with various regulations regarding other civil procedures, resulting in legal pluralism.

HIR and RBg are part of the legal system of the Dutch East Indies because they are products of the Dutch colonial government which are still in effect today. Since independence, the Indonesian nation has not yet formed a new civil procedural law as an update to the civil procedural law that is currently in force, namely HIR/RBg, however, efforts to form it have been underway for a long time, as evidenced by the draft law on Civil Procedure Law which is already in existence. Currently, it is still in the process of being drafted.

Along with developments in society accompanied by developments in information technology and telecommunications, various types of evidence have emerged in civil legal relations outside of those regulated in the civil procedural regulations (HIR/RBg). Starting with the emergence of photocopies until the introduction and use of electronic evidence.

Developments have also occurred in terms of the various types of evidence that can be used in resolving civil disputes through the courts, with the recognition and use of electronic evidence in society. Neither the HIR/RBg nor other regulations regarding civil procedure have regulated electronic documents/data as evidence, in other words, the law of evidence in Indonesia has not yet accommodated the existence of electronic documents/data as evidence. Meanwhile, in its development, it is now known that there is electronic evidence (considered as evidence) such as electronic data/documents linked to digital signatures and stamp duty regulations which must be fulfilled by documentary evidence, examination of witnesses using teleconference, in addition to other evidence such as cassette radio recordings, VCD/DVD, photos, faxes, CCTV, even short message service systems (short message system/SMS).

The current evidentiary law does not yet formally accommodate electronic documents as evidence, whereas in practice in society through electronic trade transactions, electronic evidence has been widely used, especially in modern business transactions. Meanwhile, in civil evidence law, judges are bound by legal evidence, which means that judges only use evidence that has been determined by law (Sugiarto, 2016).

Until now, the evidence regulated by law is letters, witnesses, allegations, confessions, oaths, local examinations, expert witness statements, and in particular electronic media that store company documents (according to Law No. 8 of 1997 regarding Company Documents) such as microfilm and other storage media, namely information storage devices that are not paper and have a level of security that can guarantee the authenticity of documents transferred to them (Sanyoto, Maryono & Bintoro, 2013).

As electronic activity increases, the means of evidence that can be used legally must also include electronic information or documents to facilitate legal implementation. Apart from that, the printed results of the electronic documents must also be used as legally valid evidence. Electronic evidence can only be declared valid if it uses an electronic system that complies with applicable regulations in Indonesia. Electronic evidence can have legal force if the information's integrity can be guaranteed, can be accounted for, can be accessed, and can be displayed, thus explaining a situation (Hashanah, 2016).

The person submitting electronic evidence must be able to show that the information they have comes from a trusted electronic system. With electronic evidence not being formally accommodated in civil procedural provisions, it will be difficult for judges to resolve and decide disputes if the parties submit electronic documents as evidence or submit witness examinations using teleconferences, because there are no regulations yet. However, this cannot be used as an excuse for a judge not to accept, examine and decide on a case submitted to him, even on the pretext that the law is unclear or there is no regulation.

This is to the principles contained in Article 10 (1) of Law no. 48 of 2009 concerning Judicial Power which states that courts (judges) may not refuse to examine and decide cases submitted to them even on the pretext that the law is

unclear or does not exist (Wijayanta & Firmansyah, 2011). Therefore, the judge must continue to accept to examine and decide on a case submitted to him even if there is no law, for this reason, the judge must carry out legal discovery. Furthermore, Article 5 (1) Law No. 48 of 2009 concerning Judicial Power states that judges are obliged to explore, follow and understand the legal values and sense of justice that exist in society. Even if the law is unclear or does not exist, judges must try to find the law, because judges decide cases based on law which consists of written law (statutes) and unwritten law (legal values that live in society).

Regarding the issue of electronic documents as evidence in court, which until now has not been formally regulated, judges cannot use it as an excuse not to resolve disputes where the evidence is in the form of electronic evidence, because judges are prohibited from refusing to try a case submitted to them under the pretext of there is no legal regulation yet (Prasetyo, Ohoiwutun, Y& Halif, 2018). Apart from that, judges are also required to carry out legal discovery (rechtsvinding) by examining the norms that have developed in society to resolve disputes. Regarding the judge's obligation to make legal discoveries, the print-out results from a facsimile machine (known as a fax) which is widely used in long-distance correspondence in a short time, as well as microfilm or microfiche used to store data, whether can be considered as/equated to written evidence.

b. The Position of Electronic Documents as Evidence

According to the author, the evidentiary power of electronic documents is equivalent to documents made on paper, according to the general explanation of Law Number 11 of 2008 concerning Electronic Information and Transactions (ITE). in the Civil Code (Yusandi, 2019). The evidentiary power of electronic documents which are expressly acknowledged, and equated with documents made on paper, is very possible, considering the nature of electronic documents which can be transferred into several forms or printed in print out form so that they are equated with documents made on paper (Wajyudi, 2012).
Documents created on paper, in civil procedural law practice, are categorized as written evidence (letters). The position of written evidence in civil case practice is that it is one of the most important pieces of evidence. Sudikno Mertokusumo divides written evidence (letters) into 2 (two) categories of form, namely, letters which are deeds and other letters which are not deeds. Sudikno Mertokusumo further stated that deeds themselves are divided into 2 (two) categories, namely authentic deeds and private deeds. Provisions of statutory regulations regarding civil evidence, which state that an authentic deed is a deed whose form has been determined by law, and is made by and/or before an authorized public official.

The evidentiary power inherent in an authentic deed is perfect proof and binding for both parties. If there are formal defects contained in an authentic deed, the inherent evidentiary power only has the same evidentiary power as a private deed. Even though the evidentiary power inherent in an authentic deed is perfect and binding on both parties, it is still possible to be paralyzed by the presence of opposing evidence.

Understanding the difference between the authenticity of conventional and electronic evidence, namely: first without having to be proven; secondly, if the electronic signature cannot be trusted and one of the parties does not acknowledge it, then the court must be able to prove that there is no forgery or system error, so the judge orders a truth examination using a forensic expert, to find out whether there has been forgery or a system error. (Article 1877 BW); third, if the electronic signature is trusted and accredited and the parties acknowledge it, its authenticity can be immediately recognized without having to be proven; fourth, if the electronic signature has been accredited and one of the parties does not acknowledge it, then the party who does not acknowledge it must be able to prove that there has been forgery or a procedural error.

In judicial practice, the judge's attitude in viewing electronic document evidence can vary, namely: some think that electronic document evidence is valid evidence in addition to conventional evidence in procedural law; However, some believe that electronic documents are accompanying evidence that must be supported by other evidence to increase the judge's confidence.

Based on the first opinion, electronic documents can be equated with evidence of private deeds, where private deeds acknowledged by the parties have formal and material evidentiary power, while external evidence has no power unless the private deed is registered. to a public servant.

What is meant by having formal evidentiary power, namely what is stated in the deed was said by the parties, while Material, namely what the parties said is by the actual situation. However, in practice at the Surabaya District Court, several judges think that electronic documents can be equated with documentary evidence, and if the electronic document is, for example, in the form of Facebook, it can then be downloaded and printed (print-out). However, electronic documents can also be equated with allegations, if the electronic document, for example in the form of an email received, has previously been supported by 2 (two) other pieces of evidence. So, electronic evidence can be used as indicative evidence or documentary evidence as stated in Article 183 of the Criminal Procedure Code. This opinion has been expressed in a decision that was handed down by the judge concerned in a case of infidelity using evidence in the form of a Short Message Service or SMS, which was then transformed into a printout, which was ultimately considered as documentary evidence.

Likewise, in another case, when a husband caught his wife sending an e-mail to another man whose content was inappropriate, the judge then considered the e-mail as presumptive evidence. In the context of using electronic documents, what needs to be understood is that the ITE Law prohibits actions as regulated in the provisions of Articles 27 to Article 37, which stipulate that if there is misuse in the use of information technology, especially electronic documents, which is detrimental to other parties, can be sued or sued either civilly or criminally, as specified in Article 38, Article 39, and Articles 45 to Article 52 of the ITE Law.

Apart from that, the duties and roles of judges in assessing electronic evidence that can be used in court trial practice are still very diverse (Djanggih

& Hipan, 2018). Regarding the evidentiary strength of electronic evidence, some argue that electronic evidence is a new form of evidence as an extension of evidence in trials as stated expressly in Law Number 11 of 2008, and there are also opinions that state that the evidentiary strength of electronic evidence is preliminary evidence, namely evidence that cannot stand alone and must be supported by other evidence.

c. *Civil Lawsuit Pattern*

The public can file a class action lawsuit against parties who misuse information technology, the consequences of which could be detrimental to society. This kind of lawsuit is not intended to obtain compensation, except to obtain rights for certain actions only. About internet banking, it will be possible for the public to sue banks that offer standard contracts that are truly burdensome to customers, or banks that harm the public due to failures in the security system.

In the case of individual civil lawsuits, it is possible for any person or business entity, whether in the form of a legal entity or non-legal entity, to file a lawsuit against another party who unlawfully uses information technology which results in losses for the person concerned in connection with internet banking activities.

During the examination process, the plaintiff can stop using information technology activities that result in losses to other parties. In addition to resolving civil lawsuits, disputes related to Internet banking must also allow for resolution through arbitration or alternative dispute resolution by ignoring litigation settlement in court.

d. *Unlawful Acts (Onrechtmatigedaad)*

The legal consequences of Cyber Law cannot be avoided, namely unlawful acts. The Civil Code does not provide a definite definition of unlawful acts. The definition of unlawful acts can be concluded from two articles in the Civil Code which regulate compensation for unlawful acts. The two articles are Article 1365 of the Civil Code which states that "Every act that is against the law and brings harm to another person, requires the person who caused the loss through his fault to compensate for the loss" and Article 1366 of the Civil Code which states "Every person is responsible not only for losses caused by his actions, but also for losses caused by negligence or lack of care."

Based on the two articles above, it can be understood that an act can be considered an unlawful act if it meets the following elements:

1. There is an unlawful act;
2. There is an error;
3. There is a loss;
4. There is a causal relationship between the loss and the action.

The definition of unlawful acts according to Moegni Djojodirdjo is obtained from Hoge Raad product jurisprudence which has developed over time as follows:

- Before 1919, it was narrowly defined as every act that conflicted with another person's rights arising from the law or every act that conflicted with one's legal obligations arising from the law;

- After 1919, it is interpreted more broadly as an act or omission which is in conflict with the rights of another person or which is in conflict with the legal obligations of the perpetrator or which is contrary to decency or propriety in society, both towards other people and objects.

The Civil Code determines that every person is not only responsible for losses caused by his actions, but also for losses caused by the actions of the people he supports, or because of goods under his control. The essence of an unlawful act is that it goes against the perpetrator's legal obligations, violates the subjective rights of other people, violates the rules of morals (goede zeden), or goes against the principles of "propriety", accuracy and caution in social life. Acts against the law can be classified into two categories based on the legal subject involved, namely:

- Actions aimed at oneself, namely if it causes physical (material) loss or non-physical (immaterial) loss, for example, injuries or bodily defects caused by the intention or carelessness of another party, then according to law the party who suffers the loss can ask for compensation;
- Actions directed at legal entities, generally involving errors by company organs such as directors or commissioners or shareholder meetings, with the note that there must be a causal relationship between the actions and the scope of work of these organs.

e. Legal Liability in the Civil Code

Based on the three categories of Unlawful Acts above, a model of legal responsibility emerges, namely:179

1. Responsibility with an element of error (intentional and negligence) as stated in Article 1365 of the Civil Code;
2. Responsibility with elements of fault, especially negligence, as stated in Article 1366 of the Civil Code;
3. Absolute responsibility (without fault) as stated in Article 1367 of the Civil Code.

Liability as stated in Article 1365 of the Civil Code and Article 1366 of the Civil Code requires an element of fault, meaning that a person must be at fault (liability based on fault). The principle of liability by mistake is based on the principle that there is no liability if there is no element of error. In legal science, it is called Tortious Liability or Liability Based on Fault.

Furthermore, the party who is obliged to prove the element of error is the party claiming compensation, in other words, the burden of proof is on the plaintiff as determined by Article 1865 of the Civil Code "Every person who argues that he has a right, or, to confirm his right or refute a right." the rights of other people, referring to an event, are required to prove the existence of that right or event."

Apart from the principle of liability based on fault contained in Article 1365 of the Civil Code, there is also liability based on default which is a contractual liability contained in Article 1243 of the Civil Code as follows: "Reimbursement of costs, losses and interest due to non-fulfillment of an

obligation begins to be mandatory, if the debtor "Even though it has been stated as failure, it is still failure to fulfill the agreement, or if something must be given or done, it can only be given or done within a time that exceeds the time specified."

Default is a situation where obligations are not fulfilled as stipulated in an agreement or agreement. The default can occur due to two things, namely due to the debtor's error, whether intentional or negligent and due to force majeure (overmatch/force majeure). Meanwhile, the legal consequences of breach of contract are:

1. The debtor is required to pay compensation (Article 1243 of the Civil Code);
2. Creditors can request cancellation of the agreement through the Court (Article 1266 of the Civil Code);
3. Creditors can request fulfillment of the agreement or fulfillment of the agreement accompanied by compensation and cancellation of the agreement with compensation (Article 1267 of the Civil Code)

Meanwhile, Article 1367 of the Civil Code explains the existence of indirect unlawful acts as follows:

1. A person is not only responsible for losses caused by his actions but also for losses caused by the actions of people who are his dependents or caused by goods under his supervision.
2. Parents and guardians are responsible for losses caused by minor children who live with them and over whom they exercise parental or guardian authority.
3. Employers and persons who appoint other persons to represent their affairs, are liable for losses caused by their servants or subordinates in carrying out the work assigned to such persons.
4. The school teacher or head craftsman is responsible for damage caused by his pupils or craftsmen during the time such persons are under his supervision.
5. The responsibility mentioned above ends if the parent, school teacher or head craftsman proves that they were unable to prevent the act for which they should be responsible.

Article 1367 of the Civil Code paragraph (3) above is not limited to responsibilities within the employment bond but also outside the employment bond where the work is carried out independently either by the leadership of the employer or only on his instructions by the provisions of Article 1601a of the Civil Code concerning labor agreements. The scope of liability in Article 1367 paragraph (3) covers losses caused by actions that do not include duties assigned to subordinates but are related to the subordinate's duties so that the action is deemed to have been carried out in a relationship where the subordinate was used. Furthermore, Hoge Raad adheres to the organ theory which explains that legal entities can be held civilly responsible based on Article 1365 of the Civil Code if their organs commit unlawful acts.

As the author has mentioned above, unlawful acts in the Civil Code require a cause-and-effect relationship between the loss and the environment. In the context of a legal entity, not all actions of an organ can be held accountable to the legal entity but there must be an underlying relationship. If an organ acts to fulfill the duties assigned to it and the action is subsequently found to be against the law, then the organ's actions are considered to be the actions of a legal entity and the legal entity must be held responsible. So the civil liability of a legal entity can be directly based on Article 1365 of the Civil Code and indirectly (if carried out by an organ/subordinate) based on Article 1367 of the Civil Code.

There are two provisions regarding civil liability adopted by the Civil Code, namely:

1. Contractual Liability Principles based on Article 1243 of the Civil Code; And
2. The Liability Based on Fault principle is based on Article 1365 of the Civil Code.

4. Purpose of Law: Meeting Point of Relationship

The main principle that forms the basis of the Civil Law legal system is that the law acquires binding force because it is manifested in regulations in the form of laws and arranged systematically in certain codifications or compilations. This basic principle is adhered to by remembering that the main value of the legal objective in this legal system is legal certainty.

Regulations on evidence in the Civil Procedure Law which will be updated should not be determined in a limitative manner but regulated/formulated in general norms (blanket norms) or open so that in the long term they can accommodate the development of evidence in society. Electronic evidence, whether in the form of electronic documents can be used as evidence or evidence. Likewise, examining witnesses using teleconference, even though limits are not stated in the regulations, can be accepted as evidence at trial.

If we look closely at the arrangements for evidence in the Civil Procedure Law Draft Law (RUU KUHAPerdt) which is currently still in the process of being refined, through the draft Article 83 of the Bill KUHAPerdt. there is a plan to regulate this evidence openly. This can be seen from the words in paragraph (1) states that "Proof can be carried out with all evidence unless the law determines otherwise". It is further stated in paragraph (2) that, "The assessment of the evidence is left to the judge unless the law determines otherwise". This article does not explicitly regulate or mention electronic evidence or proof using electronic evidence, this is only implied in openly regulating evidence.

About the above, it would be best to explicitly establish (formal) laws regarding electronic evidence to address the importance of the existence of laws relating to cyberspace so that they can be oriented towards electronic transactions and related to the development of information and communication technology. To achieve legal certainty, a statutory regulation must clearly and

firmly regulate and provide limitations regarding the objects (things) it regulates. Provisions that regulate explicitly and clearly must be general (generally applicable), because legal certainty requires the creation of general regulations or generally accepted rules. To create a safe and peaceful atmosphere in society, these regulations are required (Efa Laela, 2017:161) The existence of legal certainty is not only realized in the form of written regulations (laws) but can also be realized in decisions in court. Decision-making is based on procedural law as formal law, therefore regulations regarding procedural law must be clear and firm so that legal certainty is realized through the judge's decision in resolving disputes. This is because civil procedural law has a binding and coercive nature for judges in handing down their decisions.

Codification can be interpreted as the collection of similar legal materials in a law book completely and comprehensively by the legislator. However, in forming laws either partially or codified, it is best to set general norms (blanket norms) which aim to ensure that the law is more flexible and long-lasting. Likewise, electronic documents and other electronic document output as well as an examination of witnesses via teleconference as evidence should be regulated strictly and clearly in its formulation to provide legal certainty. This is in line with the opinion of Bagir Manan, former Chief Justice of the Supreme Court, that "to truly guarantee legal certainty, a statutory regulation, apart from having formal requirements, must also fulfill other requirements. One of them is that it must be clear in its formulation."

By explicitly including regulations on electronic evidence in the Civil Procedure Law, it is hoped that judges will be able to examine cases that use electronic evidence as evidence to completion so that it is hoped that legal certainty can be obtained through the judge's decision to provide a sense of justice for the public. Because justice can be achieved based on legal certainty applied to certain events, or conversely, legal certainty can be achieved based on justice.

CONCLUSIONS AND RECOMMENDATIONS

The relationship between Cyber Law and Civil Law and Civil Procedure Law can be classified into several problems that require joint solutions and solutions. Civil relations can be seen from the issue of individual agreements, both personal and institutional, as well as regarding legal protection, security and protection of personal identity, proof of electronic devices as legal evidence, patterns of personal lawsuits and class actions, unlawful acts and liability in the eyes of Civil Procedure Law.

In terms of Civil Procedure Law, electronic documents or the use of other electronic devices in cyber law, when linked to civil procedural law as formal law, have not been explicitly regulated. The current regulations for electronic evidence are only at the material legal level, including the Information and Electronic Transactions Law. In current judicial practice, the evidentiary power of electronic evidence is still ordinary evidence, it cannot stand alone in meeting the minimum threshold of proof, therefore it must be assisted by another form of evidence, namely supported by expert witness testimony. And the value of the strength of the evidence is left to the judge's consideration.

In response to research findings regarding the correlation between Cyber Law and Civil Law, a series of solutions and suggestions are needed to overcome the identified challenges. First, implementing legislative changes that support the development of a comprehensive legal framework needs to be a priority. The existence of clear and up-to-date laws will provide a strong legal basis to overcome legal uncertainty and increase security and protection in the digital space. The next suggestion is to support efforts to prioritize effective and fair online dispute resolution mechanisms. Further research could provide deeper insight into how to design and implement dispute resolution mechanisms that can speed up the process, provide fairness, and provide incentives for the parties involved to comply with the rules. In dealing with the complexity of privacy and data protection aspects, the suggestion to develop a legal framework that integrates high data protection standards needs to be acknowledged. Further efforts can be made to assess the impact of new technologies, such as artificial intelligence and blockchain technology, on aspects of data privacy and security.

FURTHER RESEARCH

This research recommends further, more focused research to gain an in-depth understanding of the impact of the relationship between Cyber Law and Civil Law. In particular, further research could explore the implementation of the theoretical concepts that have been identified, with a focus on the way these concepts are applied in everyday legal practice in the digital environment. One aspect that can be explored further is the development of a more specific legal framework to respond to certain issues in the relationship between Cyber Law and Civil Law. Research could focus on discussing legislation needed to increase legal certainty in the areas of data protection, digital platform responsibility, and online dispute resolution.

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