PAMULANG
-LAW REVIEW-

Volume 9 Issue 1, August 2026 pp. 302-339
PALREV | JOURNAL OF LAW
ISSN : 2622-8408 – E-ISSN 2622-8416
DOI : 10.32493/palrev.v9i1.63939

# Reconceptualizing Good Faith in Digital Contracting: Comparative Perspectives from Indonesia and Japan

**Natasya Yunita Sugiastuti**[1] **Mariko Hattori**[2] **Erifendi Churniawan**[3]
**Kadek Rama Maheswara Putra**[4] **Ade Sathya Sanathana Ishwara**[5]

[1] Faculty of Law, Universitas Trisakti, Indonesia
natasya.yunitasugiastuti@trisakti.ac.id
[2] Yamaguchi University, Japan
mariko_hattori@yamaguchi-ac.jp
[3] Politeknik Perkeretaapian Indonesia Madiun, Indonesia
erifendi@ppi.ac.id
[4] Lembaga Kajian Hukum Keuangan Publik dan Perpajakan, Indonesia
maheswara.rama@gmail.com
[5] Attorney General's Office of the Republic of Indonesia, Indonesia,
sathya.kejaksaan@gmail.com

## ABSTRACT

The expansion of digital commerce has transformed contractual relationships by replacing conventional negotiation and consent with standardized interfaces, automated transactions, and platform-mediated contracting. These developments challenge the traditional application of good faith, particularly in addressing information asymmetry, opaque contractual terms, automated decision-making, and unequal bargaining power. This study aims to reconceptualize the doctrine of good faith in digital contracting through a comparative legal analysis of Indonesia and Japan and to identify regulatory principles capable of strengthening contractual fairness without undermining legal certainty. The study employs normative legal research using statutory, conceptual, and comparative approaches. It examines contract law, electronic transaction regulation, consumer protection frameworks, and relevant legal doctrines in both jurisdictions through qualitative and systematic legal analysis. The findings reveal that Indonesia and Japan share a normative commitment to good faith but differ in its doctrinal articulation and regulatory implementation in digital transactions. Indonesia retains a relatively fragmented framework in which good faith, electronic transactions, and consumer protection operate across separate regulatory regimes, whereas the Japanese approach provides useful comparative insights into integrating good faith with consumer protection, transparency, and control of unfair contractual terms. The study argues that good faith in digital contracting should extend beyond contractual performance to encompass pre-contractual disclosure, meaningful digital consent, transparency of standard terms, platform accountability, and substantive fairness. It concludes that Indonesia requires a contextual reconstruction of good faith informed by comparative Japanese experience while remaining consistent with the distinctive foundations of Indonesian contract law.

**ARTICLE HISTORY**

Received: 2026-05-16
Revised: 2026-06-20
Publihsed: 2026-08-30

**KEYWORDS**

Good Faith, Digital Contracting, Electronic Contracts, Comparative Law, Contractual Fairnes.s

***KATA KUNCI***

*Itikad Baik, Kontrak Digital, Kontrak Elektronik, Perbandingan Hukum, Keadilan Kontraktual.*

***ABSTRAK***

*Perkembangan perdagangan digital telah mentransformasikan hubungan kontraktual dengan menggantikan proses negosiasi dan persetujuan konvensional melalui antarmuka standar, transaksi otomatis, dan kontrak yang dimediasi platform digital. Perubahan tersebut menantang penerapan tradisional doktrin itikad baik, khususnya dalam menghadapi asimetri informasi, ketidaktransparanan klausula kontrak, pengambilan keputusan otomatis, dan ketimpangan posisi tawar. Penelitian ini bertujuan merekonseptualisasi doktrin itikad baik dalam kontrak digital melalui perbandingan hukum Indonesia dan Jepang serta mengidentifikasi prinsip regulasi yang dapat memperkuat keadilan kontraktual tanpa mengurangi kepastian hukum. Penelitian menggunakan metode hukum normatif dengan pendekatan perundang-undangan, konseptual, dan perbandingan. Hukum kontrak, regulasi transaksi elektronik, kerangka perlindungan konsumen, dan doktrin hukum pada kedua yurisdiksi dianalisis secara kualitatif dan sistematis. Hasil penelitian menunjukkan bahwa Indonesia dan Jepang memiliki komitmen normatif terhadap prinsip itikad baik, tetapi berbeda dalam konstruksi doktrinal dan implementasi regulasinya pada transaksi digital. Indonesia masih menunjukkan kerangka yang relatif terfragmentasi antara itikad baik, transaksi elektronik, dan perlindungan konsumen, sedangkan pendekatan Jepang memberikan perspektif komparatif mengenai integrasi itikad baik dengan perlindungan konsumen, transparansi, dan pengendalian klausula kontrak yang tidak adil. Penelitian ini menegaskan bahwa itikad baik dalam kontrak digital harus mencakup keterbukaan prakontraktual, persetujuan digital yang bermakna, transparansi klausula baku, akuntabilitas platform, dan keadilan substantif. Penelitian menyimpulkan bahwa Indonesia memerlukan rekonstruksi kontekstual doktrin itikad baik dengan memanfaatkan pengalaman Jepang tanpa mengabaikan karakteristik hukum kontrak nasional.*

## A. INTRODUCTION

### 1. Background

The digital transformation of commerce has fundamentally altered the architecture of contractual relationships.[1] Agreements that were traditionally formed through direct negotiation, physical documentation, and identifiable interpersonal interaction are increasingly concluded through digital platforms, electronic marketplaces, mobile applications, and automated contracting systems. In such environments, contractual consent may be expressed merely by clicking an acceptance button, activating an account, completing an electronic payment, or interacting with standardized digital

[1] F. Abdani, *Implementasi Asas Itikad Baik Dalam Perjanjian Jual Beli Melalui E-Commerce (Studi Di Shopee)* (etheses.uingusdur.ac.id, 2024), http://etheses.uingusdur.ac.id/10028/3/1218139_Lampiran.pdf.

interfaces.[2] Although these mechanisms enhance transactional efficiency and expand market accessibility, they also generate significant legal concerns regarding whether conventional principles of contract law remain adequate to govern relationships characterized by technological intermediation, standardized terms, information asymmetry, and increasingly automated decision-making. One of the most significant questions concerns the continuing function of the doctrine of good faith as a foundational principle for determining legitimate contractual conduct in the digital economy.[3]

Good faith has historically served as an important normative foundation of private law because contractual freedom cannot operate independently from fairness, honesty, reasonableness, and respect for the legitimate interests of contracting parties. The principle provides a mechanism through which contract law can prevent the exercise of formal contractual rights from producing outcomes inconsistent with justice and reasonable commercial expectations. In conventional contractual relationships, good faith may be assessed through negotiations, representations between parties, contractual performance, and the circumstances surrounding the agreement. Digital contracting complicates this conventional model. Contractual relationships are increasingly designed in advance by businesses or platform operators, while consumers frequently participate by accepting predetermined terms without meaningful opportunities for negotiation.[4] Consequently, formal manifestations of consent do not necessarily demonstrate substantive understanding, equal bargaining capacity, or meaningful contractual autonomy.

The problem becomes particularly important in digital commerce because contractual power is no longer exercised exclusively through the wording of contractual clauses. It can also be embedded within technological architecture. Digital platforms determine how contractual information is displayed, which terms receive greater visibility, how consent is obtained, what choices are presented to users, and sometimes how contractual performance is automatically executed. Interface design, personalized

---

[2] Jos Reijers, "Payment Service Directive 2: Dutch Supervision on the Security and Data Protection of Third Party Access" (Thesis, Radboud University Nijmegen, 2016).

[3] D. Apriliana, "Peran Hukum Ekonomi Syariah Dalam Pencegahan Kejahatan Ekonomi Digital Di Era Teknologi," *Muamalat-Institute.Com*, no. Query date: 2026-06-03 23:10:56 (n.d.), https://muamalat-institute.com/wp-content/uploads/2024/12/Artikel-48_Peran-Hukum-Ekonomi-Syariah-Dalam-Pencegahan-Kejahatan-Ekonomi-Digital-Di-Era-Teknologi.pdf.

[4] H. Adolf, "Prinsip Itikad Baik (Good Faith) Dalam Hukum Kontrak," *BANI Arbitration and Law Journal*, no. Query date: 2026-06-03 14:58:07 (2024), https://bani-journal.org/index.php/balj/article/view/3.

recommendations, algorithmic ranking, automated renewal, default settings, and data-driven profiling may influence contractual decisions before an individual formally expresses consent. The doctrine of good faith must therefore confront forms of contractual influence that traditional contract doctrine did not originally contemplate.[5] A legal framework concerned only with whether an electronic agreement satisfies formal requirements risks overlooking how technological design can affect the substantive fairness of contract formation and performance.

In Indonesia, good faith occupies a fundamental position within the law of obligations, particularly through the principles embedded in the Indonesian Civil Code. The classical construction of contract law emphasizes freedom of contract, consensualism, the binding force of agreements, and good faith. Article 1338 of the Civil Code provides the principal normative foundation for the binding force of agreements while simultaneously requiring agreements to be performed in good faith. Traditionally, this provision has enabled good faith to function as a corrective principle against excessively formalistic applications of contractual autonomy.[6] However, its historical formulation emerged from a contractual environment fundamentally different from contemporary digital markets. The central issue is therefore no longer whether good faith applies to electronic contracts, but how its normative content should be interpreted when contractual relationships are constructed through digital interfaces and platform infrastructures.

Indonesia has responded to technological developments through a combination of electronic transaction, consumer protection, data protection, and sector-specific regulatory frameworks. Electronic contracts are legally recognized within the broader regulatory framework governing electronic information and transactions, while consumer protection law provides additional safeguards concerning information, contractual fairness, and prohibited standard clauses.[7] Nevertheless, the coexistence of

---

[5] R. Agnia, SC Ar-Rusd, and ..., "Restrukturisasi Kredit Dalam Perspektif Hukum Perbankan: Dampak Terhadap Hubungan Kontraktual Antara Bank Dan Nasabah," *Journal of Legal, Political ...*, no. Query date: 2026-06-07 18:14:46 (2025), http://scriptaintelektual.com/custodia/article/view/375.
[6] MFB Anugerah, S. Suparwi, and ..., "Implementasi Good Faith Principle Atau Prinsip Itikad Baik Dalam Perjanjian Asuransi Kesehatan," *JURNAL ...*, no. Query date: 2026-06-03 14:58:07 (2026), http://www.journal.uniba.ac.id/index.php/SH/article/view/1507.
[7] M. Berinandus and M. Barthos, "Disharmony of Good Faith and Legal Formalism in Land Sale Contracts: Analysis of East Jakarta Court Decision," *... International Journal of Law ...*, no. Query date: 2026-06-03 15:02:06 (2025), https://research.e-greenation.org/GIJLSS/article/view/634.

these regulatory regimes does not automatically create a coherent doctrine of digital contractual fairness. Contract law, consumer protection, electronic transactions, and personal data governance may address different dimensions of the same digital transaction without establishing a unified normative standard for evaluating the conduct of contracting parties and digital intermediaries. This fragmentation becomes particularly problematic when disputes involve conduct that is technically compliant with formal electronic contracting requirements but potentially inconsistent with transparency, fairness, or reasonable expectations.

The jurisprudential development of good faith in Indonesia further demonstrates that the principle cannot be understood exclusively as a subjective requirement of honesty. Indonesian courts have historically employed concepts associated with good faith, propriety, reasonableness, abuse of rights, and contractual balance when evaluating disputes involving the exercise of contractual rights. This jurisprudential orientation provides a conceptual basis for treating good faith as an objective standard capable of limiting contractual autonomy.[8] Yet the application of such standards to digital contracting remains underdeveloped. Questions concerning whether platform operators must disclose materially significant information more prominently, whether digitally obscured clauses can satisfy good-faith requirements, whether automated contractual mechanisms may generate unfair outcomes, and whether digital consent remains legitimate when interface architecture systematically disadvantages users require a more developed doctrinal framework.

Japan provides a particularly valuable comparative jurisdiction for examining these questions. Indonesian and Japanese private law traditions share significant characteristics associated with civil law reasoning, codification, and the normative importance of good faith, while their contemporary regulatory environments have developed under different institutional and economic conditions.[9] Japanese private law recognizes the principle of good faith through Article 1(2) of the Civil Code, which

---

[8] F. Angkadai, TR Hadis, and AS Mansoba, "Kompromi Umur Dan Relevansinya Dengan Kontrak Kekuasaan Dalam Pemilihan Umum: Age Compromise and Its Relevance to Power Contracts in General …," *Jurnal Media Hukum*, no. Query date: 2026-06-12 23:50:48 (2025), https://ojs.untika.ac.id/index.php/jmh/article/view/1049.

[9] V. Bachelet and A. Dalmartello, "The «Macroeconomic» Dimension of Contract Law During the Pandemic: The Case of Vouchers," *Osservatorio del Diritto Civile e Commerciale* 11, no. 1 (2022): 127–69, Scopus, https://doi.org/10.4478/104819.

requires rights to be exercised and duties to be performed in good faith. Rather than functioning merely as a rule applicable at the final stage of contractual performance, the Japanese good-faith principle has developed as a broader normative mechanism capable of influencing the interpretation and limitation of private rights. This provides an important comparative reference for assessing whether good faith can respond dynamically to changing forms of contractual power.

Japan is also relevant because its digital contracting environment operates alongside developed consumer-contract protections and regulatory responses to electronic transactions. The relationship between general private-law principles and more specific consumer protections illustrates how good faith can coexist with rules addressing unfair contractual practices and information disparities. Japanese experience is therefore useful not because its legal framework should simply be transplanted into Indonesian law, but because it demonstrates alternative techniques through which general contractual principles and specialized consumer rules may interact. Comparative analysis can reveal which elements are institutionally transferable, which require adaptation, and which reflect distinctive characteristics of each jurisdiction.

The comparison between Indonesia and Japan consequently requires attention to both similarities and differences. Both jurisdictions recognize good faith as an overarching legal principle, but the location, doctrinal development, and regulatory interaction of that principle differ.[10] Indonesia principally encounters the challenge of connecting a classical contractual doctrine with increasingly specialized digital regulation, whereas Japan offers a comparative setting in which the general good-faith principle interacts with a more developed body of consumer-contract regulation. The analytical significance lies not in identifying which jurisdiction possesses a superior legal system, but in determining how different doctrinal structures respond to a common transformation: the movement of contractual power from negotiated legal texts toward standardized and technologically mediated environments.

Existing scholarship on good faith has extensively examined its relationship with freedom of contract, contractual interpretation, performance obligations, pre-

[10] L. Di Giovanni, "Brief Reflections on Good Faith in the Legal Administrative Relationship: A Comparison Between Italy and the European Union," *European Public Law*, no. Query date: 2026-06-03 15:02:06 (2024), https://search.proquest.com/openview/b6111a27e725e2c0e99cb4c3fc73455f/1?pq-origsite=gscholar&cbl=7100264.

contractual liability, abuse of rights, and fairness.[11] Indonesian legal scholarship has similarly discussed the application of good faith to conventional agreements, consumer transactions, electronic commerce, and standard-form contracts. A separate body of scholarship has examined electronic contracting through questions of validity, electronic signatures, evidentiary requirements, consumer consent, and the enforceability of online agreements. These studies have made important contributions by demonstrating that technological transformation does not eliminate fundamental contractual principles and that electronic contracts remain subject to general private-law requirements.

Nevertheless, much of the existing literature treats good faith and digital contracting as relatively separate analytical problems. Studies concerning good faith often remain centered on traditional doctrinal questions, while studies concerning electronic contracts frequently emphasize formal validity, authentication, evidence, and consumer protection. Even when fairness is considered, the analysis often concentrates on standard clauses rather than examining the broader technological architecture through which contractual relationships are constructed. As digital commerce becomes increasingly dependent on platforms and automated processes, this separation becomes difficult to maintain. The relevant legal question is not merely whether an electronic contract is valid, but whether the process through which contractual rights and obligations are designed, communicated, accepted, and performed satisfies the normative demands of good faith.

Comparative studies between Indonesia and Japan concerning this specific intersection remain comparatively limited. Studies of Japanese private law commonly address good faith within the broader development of civil law or examine consumer protection and digital transactions independently. Conversely, Indonesian scholarship on electronic contracting generally compares domestic rules with international principles or focuses exclusively on Indonesian statutory frameworks. This leaves a significant research gap concerning how the good faith doctrine itself should be reconstructed for digital contracting through a focused Indonesia Japan comparison. Filling this gap is important because comparative private law can expose assumptions that remain invisible when a domestic legal system is examined in isolation.

---

[11] G. Martsekis, *Good Faith in International Commercial Arbitration* (taylorfrancis.com, 2025), https://doi.org/10.4324/9781003527596.

The novelty of this study therefore lies in its attempt to reconceptualize good faith as a lifecycle-based normative standard for digital contracting, rather than treating it merely as an obligation governing contractual performance. The study argues that good faith should operate from the pre-contractual stage through contract formation, performance, modification, and termination. In digital environments, this expanded conception encompasses obligations concerning adequate disclosure, comprehensible presentation of contractual terms, meaningful consent, responsible interface design, proportional allocation of contractual risks, transparency in automated contractual mechanisms, and protection against technological practices that exploit informational or bargaining asymmetries. Such an approach shifts the analysis from formal electronic consent toward the substantive conditions under which digital contractual autonomy can legitimately be exercised.

This reconceptualization does not imply that good faith should become an unrestricted judicial instrument capable of overriding contractual certainty. Excessively broad reliance on good faith may itself generate unpredictability and interfere with legitimate commercial expectations.[12] Digital commerce requires efficient contracting, scalable standardization, and predictable enforcement. The principal doctrinal challenge is therefore to develop good faith in a manner that reconciles contractual justice with legal certainty. The comparative analysis with Japan is particularly valuable in this regard because it enables consideration of how general clauses and specific regulatory safeguards can complement rather than replace each other. Good faith may function as an overarching normative standard, while more specific legislation provides concrete requirements concerning disclosure, unfair terms, consumer rights, and digital practices.

The contemporary debate on contractual good faith has been substantially reshaped by the expansion of electronic commerce and platform-based transactions. Rather than producing a uniform doctrinal response, recent studies reveal different concerns regarding the function of good faith in technologically mediated agreements. Handayani, Arianto, and Sazani connect electronic contracting with the theory of contractual intention and consider good faith primarily in relation to the validity of

[12] A. Kochman, "Good Faith in the European Convention on Human Rights," *Gleams of Good Faith in Constitutional Law*, no. Query date: 2026-06-03 15:02:06 (2026), https://doi.org/10.1007/978-3-032-06486-8_5.

consent in e-commerce transactions.[13] Karo et al. approach the issue from the perspective of standardized electronic terms, questioning whether contractual clauses designed unilaterally by digital service providers adequately reflect substantive justice.[14] Ruchban examines good faith through the subsequent resolution of contractual disputes and positions the principle as a safeguard against unfair contractual conduct.[15] Meanwhile, Asriyani et al. extend the discussion into platform economies, where contractual relationships are increasingly shaped by algorithmic systems, information asymmetry, and technological control exercised by digital intermediaries.[16] These contributions indicate that digitalization has progressively altered the circumstances in which good faith operates, but they do not establish a comparative doctrinal framework capable of explaining how different legal systems respond to these transformations.

The comparative question becomes particularly important when Indonesia and Japan are placed within the same analytical frame. Miarsa, Zamroni, and Yoshida demonstrate that good faith does not necessarily acquire identical meaning or doctrinal consequences across Indonesia, China, and Japan, despite the importance attributed to the principle within their respective private-law systems.[17] Their comparative analysis, however, addresses good faith at a broader doctrinal level and does not specifically test its operation against the distinctive characteristics of digital contracting. This leaves an important question unanswered: whether doctrines developed for conventional bilateral contracting remain sufficient when contractual autonomy is increasingly exercised through predetermined interfaces, automated processes, non-negotiable terms, digitally structured disclosures, and platform-controlled mechanisms of consent. The present research therefore departs from previous scholarship by using digital contracting itself as the comparative lens through which Indonesian and Japanese understandings of good faith are examined, rather than treating digitalization merely as

---

[13] Pristika Handayani, Dian Arianto, and Sazani Sazani, "Legality of Electronic Contracts in the Context of Good Faith Principle Application in E-Commerce Transactions within the Modern Economy: A Review Based on Wilstheorie," *DiH: Jurnal Ilmu Hukum* 20, no. 2 (2024).
[14] Rizky Karo Karo et al., "Reconstruction of Standard Clauses in Electronic Contracts in Indonesia: The Value Orientation of Dignified Justice," *Tanjungpura Law Journal* 8, no. 2 (2024).
[15] Dwi Hasrianty Ruchban, "Strengthening the Principle of Good Faith in Contract Dispute Resolution in Indonesia," *Paulus Law Journal* 6, no. 1 (2024): 64–76.
[16] Arini Asriyani et al., "Rekonstruksi Prinsip Itikad Baik Dalam Transaksi Bisnis Digital Di Era Ekonomi Platform," *Amsir Management Journal* 6, no. 1 (2025).
[17] Fajar Rachmad Dwi Miarsa, M. Zamroni, and Kunihiko Yoshida, "Comparison of the Implementation of Good Faith in Indonesia, China, and Japan: Building Legal Harmonization," *SASI* 31, no. 2 (2025): 142–58.

another context in which an established principle is applied.

The study consequently proposes a reconceptualization of good faith as a doctrine capable of governing not only contractual performance but also the technological conditions under which contractual relationships are created and administered. Its originality rests on examining whether Indonesia and Japan can develop comparable normative limits concerning digital disclosure, interface design, standardized consent, automated contractual execution, and the exercise of unilateral technological power. The research has two interconnected objectives: to determine how Indonesian and Japanese private law presently accommodate good faith within digitally mediated contractual relationships and to construct a comparative framework for determining the obligations that should arise when technology materially influences contractual autonomy and bargaining equality. In this sense, the proposed contribution moves beyond asking whether parties behave honestly after entering into a contract. It seeks to establish whether good faith should also impose responsibilities upon actors who design and control the digital architecture through which contractual consent, information, performance, and expectations are produced, thereby repositioning the doctrine as a normative foundation for fair digital contracting.

## 2. Research Questions

The research problems are formulated to examine the legal construction of good faith in digital contracting in Indonesia and Japan, particularly in response to the transformation of contractual relationships in the digital environment. The analysis further compares the regulatory challenges faced by both jurisdictions in ensuring good faith, valid digital consent, and contractual fairness. Building upon this comparative examination, the research also explores the possibility of reconceptualizing the principle of good faith within Indonesia's digital contract law by identifying relevant approaches and legal developments from the Japanese legal framework.

## 3. Research Methods

The transformation of conventional contractual relationships into digitally mediated transactions raises fundamental questions concerning the continuing relevance and appropriate interpretation of the doctrine of good faith. Although

Indonesia and Japan both recognize good faith as an essential principle of private and contract law, differences in their doctrinal development, regulatory structures, and approaches to consumer and electronic transactions may produce different standards for evaluating contractual conduct in digital environments.[18] Accordingly, this study first examines how the doctrine of good faith is conceptualized and applied within the legal frameworks governing digital contracting in Indonesia and Japan. Building on this comparative foundation, the study further investigates the similarities, differences, and regulatory limitations between the two jurisdictions, particularly in addressing transparency, meaningful digital consent, information asymmetry, standard contractual terms, platform-mediated transactions, and substantive contractual fairness.[19] Finally, the study considers how the doctrine of good faith should be reconceptualized within Indonesian digital contract law by drawing appropriate comparative insights from the Japanese experience, with the objective of developing a legal framework capable of strengthening transparency, accountability, protection of legitimate contractual expectations, and substantive fairness while simultaneously preserving legal certainty and transactional efficiency in the evolving digital commerce environment.

## B. DISCUSSION/ ANALYSIS

### 1. The Legal Construction of Good Faith in Digital Contracting in Indonesia and Japan

Good faith functions as a central normative constraint on the exercise of contractual freedom in contemporary private law. The binding force of an agreement cannot be derived exclusively from the parties' formal capacity to determine their respective rights and obligations; it must also be understood within a framework that requires fairness, honesty, reasonable conduct, and respect for the legitimate interests and expectations arising throughout the contractual relationship.[20] Contractual freedom operates within a normative framework that requires parties to exercise their rights and perform their obligations in a manner consistent with honesty, fairness, reasonableness,

[18] J. R. Berkovitz, "Reconsidering Early Modern Jewry: Reflections on the Methodology of Legal History," *Jewish History* 37, nos. 3–4 (2024): 209–57, Scopus, https://doi.org/10.1007/s10835-024-09460-6.
[19] E. B. Weiss, "In Fairness to Our Children: International Law and Intergenerational Equity," *Childhood* 2, nos. 1–2 (1994): 22–27, Scopus, https://doi.org/10.1177/090756829400200102.
[20] T. Adiyanto, "Dealing with Unexpected Circumstances: Judicial Modification of Contract under Indonesian and Dutch Law," *Hasanuddin Law Review*, no. Query date: 2026-06-03 15:02:06 (2025), https://scholarhub.unhas.ac.id/halrev/vol5/iss1/6/.

and legitimate expectations. This function becomes increasingly important in digital contracting, where the conventional assumptions underlying private autonomy are substantially transformed. Digital contracts are frequently concluded through standardized interfaces, click-wrap agreements, online marketplaces, mobile applications, automated systems, and platform-generated terms that leave little or no opportunity for individual negotiation.[21] Consequently, the legal construction of good faith must respond not only to misconduct occurring during contractual performance but also to structural inequalities arising from the technological architecture through which consent is obtained and contractual obligations are determined.

From a doctrinal perspective, good faith performs both interpretative and corrective functions. Its interpretative dimension enables contractual provisions to be understood in accordance with reasonable expectations and the broader purposes of the contractual relationship. Its corrective dimension limits the exercise of contractual rights where strict reliance on formal terms would produce unfair or abusive consequences. These functions acquire greater significance in digital transactions because formal consent may conceal substantial informational and bargaining inequalities. A consumer may technically agree to contractual terms by clicking an "I agree" button, but such consent does not necessarily demonstrate that the consumer had a meaningful opportunity to understand the terms, appreciate their consequences, or negotiate their content. The central legal question is therefore whether good faith should remain primarily concerned with the performance of obligations after a contract has been formed or whether it should govern the entire digital contractual lifecycle, including information disclosure, interface design, formation of consent, performance, modification, and termination.

In Indonesia, the normative foundation of good faith remains closely associated with Article 1338 of the Indonesian Civil Code (*Kitab Undang-Undang Hukum Perdata*). The provision combines the binding force of legally concluded agreements with the requirement that agreements be performed in good faith. This construction reflects a fundamental relationship between *pacta sunt servanda* and good faith: contractual obligations must be respected, but their binding character cannot be detached from

[21] P. Jain et al., "Blockchain-Enabled Smart Surveillance System with Artificial Intelligence," *Wireless Communications and Mobile Computing* 2022 (2022), Scopus, https://doi.org/10.1155/2022/2792639.

standards of proper contractual behavior. Good faith therefore operates as a limitation on an excessively formal understanding of contractual freedom.[22] In contemporary private-law analysis, this principle may be interpreted not merely as subjective honesty but also as an objective standard requiring reasonableness, fairness, proportionality, and respect for the legitimate interests of the other party.

The transition from conventional to electronic contracting does not displace this general contractual foundation. Instead, Indonesia has developed a layered regulatory framework in which the Civil Code interacts with legislation governing electronic transactions, consumer protection, and electronic commerce.[23] Government Regulation No. 71 of 2019 on the Operation of Electronic Systems and Transactions constitutes an important part of this framework and remains in force. Article 47 of that regulation requires electronic contracts directed at Indonesian residents to be made in Indonesian, subjects standard clauses to applicable statutory rules, and prescribes minimum contractual information, including the parties' identities, object and specifications, transaction requirements, price and costs, cancellation procedures, remedies for defective products, and choice of law for resolving electronic transactions.

The significance of these requirements for good faith extends beyond technical compliance. Article 48 of Government Regulation No. 71 of 2019 requires businesses offering products through electronic systems to provide complete and correct information concerning contractual terms, producers, and products and to provide clarity concerning contractual offers or advertisements.[24] It also regulates information and remedies where goods or services do not conform to the contract or contain hidden defects. These duties can be interpreted as a statutory concretization of good faith within digital transactions. The abstract principle of honesty and fairness is translated into more specific requirements of disclosure, informational accuracy, contractual clarity, and remedial protection. Government Regulation No. 80 of 2019 on Trading Through Electronic Systems further establishes a specialized regulatory layer for commerce

---

[22] M. Klamert, “Good Faith in European Union Law,” *Gleams of Good Faith in Constitutional Law*, no. Query date: 2026-06-03 15:02:06 (2026), https://doi.org/10.1007/978-3-032-06486-8_4.
[23] Paul Hans Kakisina, Vecky Yani Gosal, and Nurhikmah Nachrawy, “KEABSAHAN KEKUATAN PEMBUKTIAN KONTRAK ELEKTRONIK DALAM PERJANJIAN BISNIS MENURUT HUKUM POSITIF DI INDONESIA,” *Lex Administratum* XI, no. 4 (2023).
[24] RD Pangestu and CA Artanty, “Penerapan Prinsip Good Faith Dalam Kontrak Jual Beli Online: Analisis Hukum Perdata,” *J-CEKI: Jurnal Cendekia Ilmiah*, no. Query date: 2026-06-03 14:58:07 (2024), https://al-haramjournal.com/index.php/J-CEKI/article/view/5443.

conducted through electronic systems.

Nevertheless, the Indonesian model remains characterized by normative fragmentation. The general doctrine of good faith originates in classical contract law, while specific obligations relevant to digital contracting are dispersed across electronic transaction, consumer protection, electronic commerce, and related regulatory regimes. The problem is not necessarily the absence of regulation, but the absence of a sufficiently integrated doctrinal framework connecting these rules to good faith as an overarching principle.[25] A platform may formally provide contractual terms and satisfy basic information requirements while still employing interface designs or contractual structures that substantially reduce the consumer's capacity to understand or evaluate those terms. Similarly, an automated contractual mechanism may operate precisely according to predetermined terms while producing outcomes inconsistent with reasonable contractual expectations. A purely formal conception of compliance would have difficulty addressing such circumstances.

Japan provides an instructive comparison because good faith is formulated as a fundamental principle of private law rather than solely as a rule concerning the performance of particular contracts. Article 1(2) of the Japanese Civil Code expressly provides that the exercise of rights and performance of duties must be conducted in good faith, while Article 1(3) prohibits the abuse of rights. The placement of good faith within the Civil Code's fundamental principles gives the doctrine broad normative relevance. It can function not only as a rule of contractual performance but also as a general standard for evaluating the exercise of private rights. This structural positioning is important for digital contracting because technologically mediated transactions generate questions that may not always be resolved through narrowly formulated contractual provisions.

Japanese law also combines this general principle with specialized consumer-contract regulation. The Consumer Contract Act establishes mechanisms governing rescission and the validity of consumer contractual terms, and its structure specifically addresses the nullity of certain consumer contract clauses.[26] Of particular comparative

---

[25] S. Pearson-Wenger, *Good Faith in International Commercial Arbitration: It's Application by Arbitral Tribunals to the Parties' Contract and the Arbitration Agreement* (torrossa.com, 2024), https://www.torrossa.com/it/resources/an/5831308.

[26] F. de Elizalde, "The Silent Transformation of Spanish Contract Law," *Cambridge Yearbook of European Legal Studies* 26 (2024): 138–54, Scopus, https://doi.org/10.1017/cel.2025.10019.

significance, Article 10 links the control of consumer contract terms directly to the fundamental good-faith principle contained in Article 1(2) of the Civil Code. It provides a basis for invalidating clauses that unilaterally prejudice consumer interests under the statutory conditions established by that provision. Thus, the Japanese model illustrates a more explicit normative connection between a general private-law principle and specific mechanisms of consumer contractual protection.

Japan additionally enacted the Act on Special Measures of the Civil Code Concerning Electronic Consumer Contracts and Electronic Acceptance Notice, Act No. 95 of 2001. The legislation specifically addresses electronic consumer contracts and provides special Civil Code rules concerning certain mistakes and electronic acceptance notices. Its statutory definition recognizes an electronic consumer contract as one concluded between a consumer and business through electromagnetic means via a computer interface, where the consumer communicates an offer or acceptance by following procedures presented by the business.[27] This is doctrinally significant because the legislation expressly recognizes that the technological procedure through which consent is communicated constitutes a legally relevant element of electronic contracting.

More recently, the Japanese regulatory architecture has expanded to address the institutional role of digital platforms. The Act on the Protection of Consumers Who Use Digital Platforms for Shopping, Act No. 32 of 2021, recognizes shopping platforms as important infrastructure and establishes measures concerning platform-provider cooperation, transaction optimization, dispute resolution, seller information, and consumer protection. The emergence of platform-specific obligations indicates an important shift in digital private law: contractual justice can no longer be analyzed exclusively through the bilateral relationship between seller and consumer. The intermediary architecture through which transactions occur may itself influence transparency, accessibility of remedies, identification of counterparties, and the practical exercise of contractual rights.

The principal legal constructions in the two jurisdictions can therefore be summarized as follows.

---

[27] A. Kennedy, "Perbuatan Melawan Hukum Sebagai Upaya Perlindungan Terhadap Hak Subjektif," *Ethics and Law Journal: Business and Notary*, no. Query date: 2026-04-26 18:09:31 (2025), https://journals.ldpb.org/index.php/eljbn/article/view/287.

**Table 1. Comparative Legal Construction of Good Faith in Digital Contracting in Indonesia and Japan**

| Comparative Dimension | Indonesia | Japan |
|---|---|---|
| General doctrinal foundation | Good faith is principally associated with Article 1338 of the Indonesian Civil Code and the binding force/performance of agreements. | Article 1(2) of the Civil Code establishes good faith as a fundamental principle governing the exercise of rights and performance of duties. |
| Relationship with contractual autonomy | Good faith qualifies *pacta sunt servanda* and limits purely formal reliance on contractual freedom. | Good faith operates alongside public welfare and the prohibition of abuse of rights as a general limitation on private rights. |
| Electronic-contract framework | Electronic contracting is governed through electronic transaction rules, particularly PP No. 71 of 2019, alongside general contract law. | A specific Electronic Consumer Contracts Act supplements the Civil Code in relation to electronic consumer contracting. |
| Information and transparency | Electronic businesses are subject to requirements concerning complete and correct contractual and product information. | Consumer and electronic-contract legislation supplements general private-law principles with specific protective mechanisms. |
| Standard/unfair contractual terms | Standard clauses are governed through consumer-protection and electronic-transaction requirements, operating alongside general good faith. | The Consumer Contract Act expressly provides mechanisms concerning unfair terms; Article 10 is normatively linked to Civil Code Article 1(2). |
| Digital consent | Recognition of electronic agreements exists, but the relationship between formal consent and substantive good | Electronic consumer-contract legislation specifically addresses technologically communicated |

| | | |
|---|---|---|
| | faith remains comparatively fragmented. | manifestations of intention and certain mistakes. |
| Platform dimension | Regulation increasingly recognizes electronic-system and electronic-commerce actors, but good-faith doctrine remains distributed across regulatory regimes. | Platform-specific consumer legislation expressly recognizes the role of digital shopping platforms in consumer protection. |
| Doctrinal orientation | Relatively fragmented interaction between classical contract doctrine and specialized digital regulation. | More explicit interaction between general good faith, consumer-contract control, electronic-contract rules, and platform regulation. |
| Primary contemporary challenge | Integrating general good faith with transparency, meaningful consent, platform accountability, and digital fairness. | Adapting established private-law and consumer-protection mechanisms to increasingly complex automated and platform-mediated transactions. |

*Source: Authors' comparative analysis based on the Indonesian and Japanese legal frameworks.*

Table 1 demonstrates that the principal distinction between Indonesia and Japan does not lie in whether good faith is legally recognized. Both jurisdictions recognize it as a significant private-law principle. The more consequential difference concerns the institutional and doctrinal architecture through which good faith interacts with specialized regulation. Indonesia possesses several legal instruments capable of protecting parties to digital transactions, including specific rules concerning electronic contracts, information duties, standard terms, and electronic commerce. Yet these protections remain distributed across different regulatory instruments. Japan, by contrast, provides a clearer statutory illustration of how the general good-faith principle can interact with consumer-contract control, electronic-contract rules, and platform-oriented consumer protection. The Japanese framework should not be characterized as a complete or flawless codification of "digital good faith"; rather, its comparative significance lies in the stronger connections that can be identified between general private-law principles and specialized protective legislation.[28]

[28] DT Pribadi, S. Samian, and ..., "The Principle of Good Faith and Construction Disputes: A Study on Dispute Boards and Digital Transformation," *Interdisciplinary ...*, no. Query date: 2026-06-03 15:02:06 (2025), https://iss.internationaljournallabs.com/index.php/iss/article/view/991.

This distinction has important consequences for the legal understanding of digital consent. Under conventional contract theory, consent represents an expression of autonomous will and provides the normative basis for contractual obligation. In digital contracting, however, the technological process through which consent is obtained may be designed almost entirely by one party. The business or platform determines the sequence of screens, prominence of contractual information, default selections, placement of hyperlinks, number of steps required to reject optional provisions, and timing of disclosure. A binary distinction between "consent" and "no consent" is inadequate to evaluate the legitimacy of digital contracting. Good faith must instead ask whether the architecture of consent provided a reasonable opportunity for the weaker party to understand material contractual consequences.

The Japanese electronic consumer-contract legislation is instructive precisely because it recognizes the interface-mediated nature of contractual intention. Its statutory definition expressly incorporates procedures displayed by businesses through which consumers transmit manifestations of intention.[29] This approach does not automatically resolve every contemporary problem associated with dark patterns, algorithmic personalization, or automated contracting, but it establishes an important conceptual premise: the design of the technological process is legally relevant to contract formation. For Indonesia, this premise could enrich the interpretation of good faith by connecting the obligation to provide complete and correct information under the electronic transaction framework with a broader obligation to ensure that information is presented in a manner capable of supporting meaningful consent.[30]

A similar analysis applies to standard contractual terms. Digital commerce depends heavily on standardization because platforms may process millions of transactions that cannot realistically be negotiated individually. Standard terms are therefore not inherently inconsistent with contractual freedom or good faith.[31] The legal problem arises when standardization becomes a mechanism for transferring disproportionate risks, obscuring material obligations, restricting remedies, or creating unilateral powers that consumers cannot reasonably anticipate. In this context, good faith should not be interpreted as requiring individual negotiation of every digital contract. Such a requirement would undermine the efficiency that makes digital commerce possible. Instead, good faith should operate as a substantive standard

---

[29] H. Harata, "The Sanctity of Contract: Breach of Good Faith in the Merger Negotiation between Japanese Banks: Methodological Reflection on the Study of Legal Cases as Social …," *Zeitschrift Für Japanisches Recht*, no. Query date: 2026-08-08 20:01:09 (2024), https://www.zjapanr.de/index.php/zjapanr/article/view/1862.

[30] A. Hirasugi et al., "Japanese Translations of ICRP Publications on Contract with the Nuclear Regulation Authority, Japan; Activities in FY 2022," *Annals of the …*, no. Query date: 2026-08-08 20:01:09 (2024), https://doi.org/10.1177/01466453241283931as.

[31] FRD Miarsa, M. Zamroni, and K. Yoshida, "Comparison of the Implementation of Good Faith in Indonesia, China, and Japan: Building Legal Harmonization," *SASI*, no. Query date: 2026-06-03 15:02:06 (2025), https://fhukum.unpatti.ac.id/jurnal/sasi/article/view/2932.

requiring that standardized digital contracting remain transparent, reasonably balanced, and compatible with legitimate expectations.

The Japanese Consumer Contract Act provides a particularly relevant comparative insight in this respect. Article 10 connects the assessment of certain clauses that disadvantage consumers to the fundamental principle of good faith in Civil Code Article 1(2).[32] This relationship demonstrates how a general clause can be operationalized through more specific statutory control. The comparative lesson for Indonesia is not simply to reproduce the wording of Japanese legislation, but to consider a more systematic connection between Article 1338's good-faith requirement and statutory rules governing standard clauses in digital transactions. Such an approach would permit general contract doctrine and specialized consumer protection to operate as mutually reinforcing components rather than separate regulatory regimes.

The comparison also reveals a temporal dimension of good faith. If good faith is limited to the performance stage, many of the most consequential problems in digital contracting fall outside its effective reach. Information asymmetry, manipulative interface design, obscured terms, and misleading representations generally arise before or during contract formation. Platform-generated modifications and algorithmically determined conditions may arise during performance, while restrictions on cancellation, refunds, account termination, or dispute mechanisms arise toward the end of the contractual lifecycle. A contemporary construction of good faith must therefore operate across pre-contractual, formation, performance, modification, and post-contractual stages. This lifecycle conception is especially necessary where digital architecture continuously shapes contractual relations rather than merely facilitating the initial conclusion of an agreement.

Good faith in the pre-contractual stage should require truthful and intelligible disclosure of material information and prohibit technological practices designed to exploit predictable informational vulnerabilities. During formation, it should require that consent be meaningfully connected to accessible contractual information and should constrain the use of interface structures that obscure material obligations. During performance, good faith should continue to require consistency, cooperation, proportionality, and respect for reasonable contractual expectations. When contractual conditions are modified digitally, the principle should require appropriate notification and should limit opportunistic unilateral changes. Finally, at termination and dispute-resolution stages, good faith should protect parties against unreasonable procedural obstacles that make formal contractual rights practically inaccessible.

The growing role of digital platforms further complicates this lifecycle analysis. Traditional contract law is generally constructed around identifiable contracting parties,

[32] D. Caruso, "Contracts Scholarship beyond Materialisierung," *European Law Open* 1, no. 4 (2022): 1006–13, Scopus, https://doi.org/10.1017/elo.2023.6.

yet digital marketplaces frequently involve consumers, merchants, platform providers, payment processors, logistics providers, and automated technological systems. Legal responsibility may consequently become distributed across an ecosystem rather than concentrated in a bilateral relationship. Japan's 2021 legislation concerning consumers who use digital platforms for shopping is significant because it expressly addresses platform-provider involvement in transaction optimization and dispute resolution and provides mechanisms concerning seller information. It reflects the recognition that effective consumer protection in platform commerce requires attention to the intermediary's institutional role.

For Indonesia, a comparable doctrinal development would require good faith to be understood not merely as interpersonal honesty between buyer and seller but as a principle capable of informing the responsibilities of actors that materially structure digital contractual relationships. This does not mean that every platform should automatically assume all obligations of sellers. Rather, responsibility should correspond to the platform's degree of control over contractual architecture, information flows, payment systems, dispute mechanisms, and enforcement of platform rules. A platform exercising significant control over how contracts are presented and performed should not be normatively invisible simply because it is not formally characterized as the seller in an underlying transaction.

At the same time, the comparative analysis requires caution against transforming good faith into an unlimited fairness jurisdiction. The economic functionality of digital contracting depends on predictability, automation, and scalable standardization. If good faith were interpreted without identifiable doctrinal boundaries, businesses could face substantial uncertainty concerning the enforceability of digital agreements. The appropriate approach is therefore not to replace specific regulation with a broad good-faith clause. Instead, good faith should function as an integrative and gap-filling principle. Specific statutory requirements should provide predictable minimum standards, while good faith addresses circumstances in which formally compliant conduct nevertheless defeats legitimate contractual expectations or exploits regulatory gaps created by technological innovation.

The legal construction emerging from the Indonesia Japan comparison can thus be conceptualized through three interconnected functions. First, good faith has an interpretative function, requiring digital contractual terms and conduct to be interpreted consistently with legitimate expectations and the purposes of the transaction. Second, it has a corrective function, preventing parties from exploiting contractual rights, technological design, or informational superiority in a manner that produces manifestly unfair consequences. Third, it has an integrative function, connecting general contract law with consumer protection, electronic transactions, and platform governance. The third function is particularly significant for Indonesia because regulatory fragmentation represents one of the principal obstacles to constructing a coherent law of digital contracting.

Accordingly, the comparative examination demonstrates that the transition to digital contracting does not require abandonment of the classical doctrine of good faith. It requires its doctrinal adaptation. Indonesia already possesses a strong normative basis in general contract law and increasingly detailed rules concerning electronic transactions and commerce, including information and contractual requirements under Government Regulation No. 71 of 2019 and the broader electronic-commerce framework under Government Regulation No. 80 of 2019. Japan, meanwhile, demonstrates how a fundamental good-faith principle can interact more explicitly with consumer-contract controls, specialized electronic-contract rules, and platform regulation.

The central argument developed in this section is that good faith must be reconceived as a dynamic contractual standard capable of operating throughout the entire digital transaction cycle and responding to the technological conditions under which contractual relationships are formed and performed.[1] Its normative relevance therefore extends considerably beyond assessing honesty in the discharge of contractual obligations. Where transactions are mediated by digital platforms, the inquiry must encompass the design of contractual interfaces, accessibility and intelligibility of information, mechanisms through which consent is obtained, distribution of risks through standardized terms, consequences of automated decision-making and performance, and the capacity of digital intermediaries to shape the effective exercise of contractual rights. Comparative examination of Japanese private law provides a valuable reference for Indonesia in coordinating general principles of contract law with more specific consumer and digital safeguards; nevertheless, such comparative learning should operate through functional and contextual adaptation rather than the wholesale transplantation of foreign doctrine. On this basis, an Indonesian conception of digital good faith can be developed as an integrated normative framework that preserves contractual autonomy and the efficiencies associated with technological innovation while simultaneously requiring transparency, accountability, substantive fairness, protection of legitimate expectations, and legal certainty.[33]

## 2. Comparative Regulatory Challenges of Good Faith, Digital Consent, and Contractual Fairness in Indonesia and Japan

[33] Endang Sri Lestari, "Peran Jaksa Pengacara Negara Dalam Penyelesaian Sengketa Kontraktual BUMN Melalui Arbitrase," *Jurnal Hukum Progresif* 10, no. 1 (April 2022): 52–62, https://doi.org/10.14710/jhp.10.1.52-62.

The rapid expansion of digital commerce has transformed not only the medium through which contracts are concluded but also the distribution of power between contracting parties. In conventional contractual theory, consent is generally presumed to result from the voluntary interaction of legally autonomous parties who possess a reasonable opportunity to understand, negotiate, and evaluate the consequences of their agreements. Digital contracting disrupts these assumptions because contractual relationships are increasingly constructed through standardized interfaces, automated systems, platform-generated terms, and technologically predetermined procedures.[34] Consumers may conclude agreements without direct interaction with the contractual counterparty, while businesses and digital platforms possess considerably greater control over information architecture, contractual design, and technological infrastructure. Consequently, the contemporary regulatory challenge is no longer limited to determining whether an electronic contract has been formally concluded. The more fundamental question concerns whether digitally expressed consent possesses sufficient substantive quality to justify the binding force traditionally attributed to contractual autonomy.[35] In this context, good faith becomes essential because it provides a normative bridge between formal contractual validity and substantive contractual fairness.

The Indonesian and Japanese legal systems share the recognition that good faith constitutes an important limitation on contractual freedom, yet the regulatory environments in which the doctrine operates differ significantly. In Indonesia, the principle of good faith is rooted principally in the Civil Code and subsequently interacts with legislation concerning consumer protection, electronic information and transactions, and electronic commerce. The resulting framework recognizes electronic contracts and imposes various informational and procedural requirements on digital businesses. Nevertheless, regulatory protection remains dispersed among different legal instruments, producing a degree of fragmentation between classical contract doctrine and specialized digital regulation. Japan similarly maintains good faith as a general

---

[34] NF Tarigan and DAD Sawitri, "Legalitas Hukum Pembuatan Kontrak Kerja Sama Di Bidang Perdagangan Yang Dilakukan Secara Digital," *Jurnal Media Akademik (JMA …*, no. Query date: 2026-06-03 14:58:07 (2025), https://jurnal.mediaakademik.com/index.php/jma/article/view/2929.

[35] EH Jatmiko, "Penerapan Asas Kebebasan Berkontrak Dalam Kontrak Bisnis Di Indonesia," *Hukum Inovatif: Jurnal Ilmu Hukum Sosial Dan …*, no. Query date: 2026-06-03 14:58:07 (2025), https://journal.lpkd.or.id/index.php/Humif/article/view/1828.

private-law principle but has developed more explicit connections between the Civil Code, consumer contract regulation, specialized electronic consumer contracting rules, and digital platform governance.[36] The comparative challenge is therefore not simply to identify which jurisdiction provides more extensive regulation, but to determine how effectively each legal system translates the abstract requirement of good faith into operational standards capable of addressing technologically mediated contractual inequality.

A central regulatory challenge in both jurisdictions concerns information asymmetry. Digital contracting frequently involves significant disparities between businesses and consumers regarding knowledge of contractual terms, technological processes, data practices, pricing structures, and the consequences of contractual decisions. Businesses generally determine the content and presentation of agreements, while consumers encounter predetermined terms that may contain technically complex language, extensive cross-references, or hyperlinks leading to additional contractual documents. The problem becomes more pronounced when contractual information is distributed across multiple screens or incorporated into terms and conditions that users are unlikely to read comprehensively. Although information disclosure remains an indispensable component of contractual fairness, the mere availability of information cannot automatically be equated with meaningful transparency. A legal regime may formally require disclosure while failing to ensure that information is understandable, accessible, sufficiently prominent, and presented at a time when it can realistically influence contractual decision-making.

This distinction between formal disclosure and substantive transparency is particularly significant for the Indonesian framework. Electronic commerce regulation has progressively strengthened obligations concerning the provision of information, identification of parties, contractual terms, pricing, cancellation mechanisms, and available remedies. Such obligations represent important developments because they reduce the possibility that businesses can rely exclusively on the consumer's formal

[36] Alison Young, "Architecture as Affective Law Enforcement: Theorising the Japanese *Koban*," *Crime, Media, Culture: An International Journal* 18, no. 2 (June 2022): 183–202, https://doi.org/10.1177/1741659021993527.

acceptance while withholding material contractual information.[37] Nevertheless, a disclosure-centered regulatory approach encounters limitations when digital businesses satisfy formal requirements by providing extensive contractual documentation that consumers cannot reasonably process. The regulatory challenge therefore lies in moving from the mere existence of information toward the quality of communication. Good faith in digital contracting should require not simply that relevant information be technically available but that material terms be communicated in a manner reasonably capable of informing contractual choice.

Japan confronts a similar problem but provides an instructive comparative perspective through the interaction between general private-law principles and consumer-oriented regulation.[38] Japanese contract law places good faith within the fundamental structure governing private rights and obligations, while consumer contract regulation creates more specific mechanisms for addressing informational inequality and unfair contractual provisions. This layered structure provides a stronger doctrinal basis for examining whether formally valid contractual conduct nevertheless produces an unreasonable disadvantage to consumers. The significance of the Japanese approach is not that informational inequality has been eliminated, but that contractual fairness can be assessed through a combination of general principles and specialized protective rules. For Indonesia, the comparative value of this model lies in demonstrating that digital transparency should not be treated exclusively as an administrative obligation to disclose information; it should also be connected to the substantive legitimacy of contractual consent.[39]

Digital consent constitutes the second major regulatory challenge. Click-wrap agreements, browse-wrap arrangements, mobile application terms, subscription contracts, and other electronic mechanisms have reduced the act of contractual acceptance to highly simplified technological interactions. This efficiency is economically

[37] JC Ntizoyimana et al., “Burundi’s Commitment to the Right to Life: A Critical Examination of Domestic Laws and International Obligations,” *Humanities and Social …*, no. Query date: 2026-06-11 23:18:05 (2025), https://www.nature.com/articles/s41599-025-05659-1.

[38] Q. He, “Chronology of Practice: Chinese Practice in Private International Law in 2023,” *Chinese Journal of International Law*, no. Query date: 2026-06-14 16:05:45 (2024), https://academic.oup.com/chinesejil/article-abstract/23/4/867/7923680.

[39] Andra Triyudiana and Neneng Putri Siti Nurhayati, “Penerapan Prinsip Keadilan Sebagai Fairness Menurut John Rawls Di Indonesia Sebagai Perwujudan Dari Pancasila,” *Das Sollen: Jurnal Kajian Kontemporer Hukum dan Masyarakat* 2, no. 1 (2023).

beneficial and practically necessary for high-volume digital commerce. However, simplification also creates a conceptual tension between the legal manifestation of consent and the actual cognitive process through which a person understands contractual obligations. Clicking an acceptance button demonstrates an external manifestation of agreement, but it does not necessarily demonstrate informed contractual autonomy. The distinction becomes particularly important when material contractual terms are difficult to locate, when acceptance is bundled with unrelated permissions, or when rejecting certain conditions requires substantially greater effort than accepting them.

The legal validity of digital consent should consequently be distinguished from its normative quality. Formal validity concerns whether the legal requirements for contract formation have been satisfied, whereas the normative quality of consent concerns whether the circumstances surrounding agreement are consistent with autonomy, transparency, and fairness. Good faith is capable of connecting these two dimensions. Rather than invalidating electronic contracting simply because consumers do not read every provision, a good-faith standard can require businesses to ensure that particularly significant or unexpected contractual consequences are reasonably brought to the consumer's attention.[40] This approach preserves transactional efficiency while preventing businesses from exploiting the predictable behavioral reality that consumers rarely examine lengthy digital agreements in their entirety. It also recognizes that the responsibility for meaningful consent cannot be allocated exclusively to consumers when businesses possess substantially greater control over the architecture through which consent is produced.

The architecture of digital consent creates additional challenges through the use of behavioral design techniques. Digital interfaces can influence decisions through default settings, visual hierarchy, repeated prompts, preselected options, countdown mechanisms, asymmetric button design, and other techniques that make particular contractual choices more likely. Such practices are frequently discussed under the broader concept of manipulative interface design or “dark patterns.” From the perspective of contract law, their importance lies in the possibility that technological

[40] FRD Miarsa et al., “Comparative Study of the Good Faith Concept between Indonesia and the Netherlands in Civil Law,” *YURIS: Journal of …*, no. Query date: 2026-06-03 15:02:06 (2024), http://journal.jfpublisher.com/index.php/jcj/article/view/481.

design can shape consent without necessarily amounting to traditional fraud, coercion, or mistake.[41] Classical doctrines were largely developed to address direct interpersonal misconduct, whereas contemporary digital manipulation may operate through interface architecture rather than explicit misrepresentation. A modern conception of good faith must therefore evaluate not only what businesses state in contractual documents but also how the technological environment structures the user's decision.

This issue exposes an important limitation in conventional Indonesian contract doctrine. The classical categories governing defects of consent remain indispensable, but they may not adequately capture subtle technological practices that influence decision-making without completely eliminating voluntariness. A consumer confronted with a prominently displayed “accept” option and an obscure, multi-stage rejection process technically retains freedom of choice, yet the interface has been intentionally structured to influence the exercise of that freedom. The application of good faith could provide a doctrinal basis for examining such practices where specific statutory provisions do not provide an adequate remedy. However, reliance on good faith alone would create uncertainty unless accompanied by clearer regulatory criteria identifying unacceptable forms of digital manipulation. The appropriate approach is therefore complementary: specific rules should establish minimum standards for interface transparency, while good faith should function as a broader corrective principle for practices that circumvent those standards.

A third regulatory challenge concerns standardized digital contracts. Standardization is indispensable to contemporary commerce because digital platforms cannot negotiate individual contractual terms with millions of users. Accordingly, the objective of contractual fairness cannot reasonably be to eliminate standard-form agreements. The problem instead concerns the substantive allocation of rights, obligations, risks, and remedies within such agreements. Businesses may reserve broad powers to modify contractual terms, suspend accounts, change pricing structures, restrict refunds, determine applicable dispute mechanisms, or terminate services. Consumers, by contrast, generally possess only the choice to accept the entire contractual package or refrain from using the service. This “take-it-or-leave-it” structure

41 W. Day, “Unjust Enrichment | Contract,” *Borderlines in Private Law*, 2024, 116–37, Scopus, https://doi.org/10.1093/9780191995200.003.0009.

does not automatically make a contract unfair, but it substantially weakens the classical assumption that contractual terms reflect mutually negotiated preferences.

The Japanese approach to consumer contract terms is particularly relevant to this challenge because it demonstrates how general good faith can interact with more specific mechanisms for controlling clauses that disproportionately disadvantage consumers. The regulatory logic is significant: freedom of contract remains the starting point, but contractual autonomy does not provide unlimited legitimacy for terms imposed through structural bargaining superiority. The substantive evaluation of consumer clauses recognizes that a formally accepted provision may nevertheless conflict with fundamental standards of fair dealing. Indonesia similarly regulates prohibited standard clauses through consumer protection legislation, but the relationship between such restrictions and the general doctrine of good faith could be developed more systematically. A more integrated approach would enable Indonesian law to evaluate standardized digital terms not merely through a checklist of prohibited provisions but also through broader considerations of proportionality, reasonable expectations, and the substantive balance of contractual interests.

Contractual fairness in digital environments also requires attention to unilateral modification. Many digital services operate through continuing contractual relationships in which providers periodically modify terms of service, privacy policies, pricing arrangements, platform rules, or technical features. Users may be deemed to accept these modifications merely by continuing to access the service. This practice raises difficult questions regarding whether the original consent can legitimately authorize indefinite future changes and whether continued use constitutes meaningful acceptance when consumers have become economically or socially dependent on a platform. Good faith should require that material modifications be adequately communicated and that users receive a reasonable opportunity to evaluate their consequences. Where modifications substantially alter the original allocation of rights or impose additional burdens, stronger forms of renewed consent may be necessary.

The increasing use of automated systems introduces an additional dimension to contractual fairness. Digital contracts can now be performed, modified, suspended, or terminated through automated processes with limited direct human intervention. Automated fraud detection may freeze accounts, algorithmic pricing systems may determine individualized prices, automated subscription systems may renew agreements, and platform algorithms may restrict access to services. These developments create efficiency but also distance contractual outcomes from identifiable human decisions. Traditional good-faith analysis often evaluates the intention and conduct of contracting parties, whereas algorithmically generated outcomes may result from system design rather than a particular individual's decision. The legal question therefore becomes whether good faith should be assessed through subjective intention or through the objective consequences of technological systems deployed by contracting parties.

An objective understanding is more appropriate for digital contracting. A business that deliberately deploys an automated system should generally remain responsible for ensuring that the system operates consistently with its contractual and legal obligations. The absence of direct human intervention should not become a mechanism for avoiding responsibility. Good faith can therefore function as a standard of technological governance, requiring businesses to design and operate contractual systems in ways that do not systematically frustrate legitimate expectations, create disproportionate disadvantages, or prevent users from effectively exercising contractual rights. Such an interpretation would represent an important evolution from interpersonal good faith toward institutional or systemic good faith, reflecting the reality that contractual conduct in digital markets is increasingly embedded in organizational and technological structures.

Platform intermediation further complicates the regulatory landscape because many digital transactions no longer conform to a simple bilateral model. Online marketplaces may involve consumers, independent sellers, platform operators, payment service providers, logistics companies, advertising systems, and data-processing intermediaries. The platform may not formally sell the product, yet it may control the architecture through which products are displayed, payments are processed, contractual information is communicated, and disputes are resolved. Consequently, contractual fairness cannot always be achieved solely by imposing obligations on the nominal seller. Regulatory responsibility must increasingly reflect functional control over the transactional environment.

Japan's development of platform-oriented consumer regulation illustrates the growing recognition of this structural reality.[42] The broader lesson for Indonesia is that good faith should be connected to the actual distribution of power within digital transactions. Where a platform exercises substantial control over contractual architecture, it should bear responsibilities proportionate to that control. This does not require transforming every intermediary into a contracting party or imposing unlimited liability. Rather, it requires abandoning the assumption that legal responsibility must correspond exclusively to formal contractual status. A functional approach would assess who controls relevant information, technological design, payment mechanisms, enforcement procedures, and dispute-resolution systems. Such an approach is more consistent with the realities of platform-based commerce.

Another challenge concerns the relationship between contractual fairness and personal data. Digital contracts frequently operate through an exchange in which consumers receive access to services while businesses collect, analyze, and economically exploit personal data. Although data protection and contract law constitute distinct regulatory domains, their interaction is increasingly unavoidable.[43] Consent to contractual terms may simultaneously involve consent to extensive data-processing arrangements, personalization systems, behavioral advertising, or algorithmic profiling. This creates a risk that formal contractual consent will be used to legitimize practices whose implications consumers cannot realistically understand. Good faith should therefore contribute to a clearer distinction between what is genuinely necessary for contractual performance and what constitutes additional commercial exploitation requiring separate justification.

The Indonesian and Japanese experiences both demonstrate that sectoral regulation alone cannot completely resolve these issues because technological practices develop faster than legislative processes. Highly specific rules may become obsolete as platforms introduce new business models or methods of obtaining consent. Conversely, reliance exclusively on broad principles such as good faith can generate unpredictability and excessive judicial discretion. Effective digital contract governance therefore requires

[42] M. Wang, *The Professional Development of Limited–Term Contract Teachers at Japanese Universities* (konan-u.repo.nii.ac.jp, 2024), https://konan-u.repo.nii.ac.jp/records/2000134.
[43] S. A. Di Capriglia, "Effects of lockdown on private law contracts. A dialogue between legal experiences," *Federalismi.it* 2022, no. 3 (2022): 1–60, Scopus.

a combination of rules and principles. Specific regulation should define minimum obligations concerning disclosure, standard terms, cancellation rights, digital interfaces, and consumer remedies, while good faith should operate as a flexible normative principle capable of addressing unforeseen forms of opportunistic conduct.

Enforcement presents an equally important comparative challenge. Contractual rights have limited practical value when the cost of enforcement exceeds the value of the transaction.[44] Digital commerce frequently involves low-value but high-volume transactions, meaning that individual consumers may lack sufficient incentives to pursue litigation even when unfair practices affect large numbers of users. Cross-border transactions further complicate jurisdiction, applicable law, identification of sellers, and enforcement of judgments. A substantive doctrine of digital good faith must therefore be accompanied by accessible remedial mechanisms. Internal platform dispute resolution, administrative enforcement, collective consumer protection, simplified judicial procedures, and effective regulatory supervision can all contribute to converting formal rights into practical protection.

The relationship between good faith and legal certainty nevertheless requires careful balancing. Expanding good faith too broadly could undermine predictability by enabling virtually any unfavorable contractual outcome to be challenged as unfair. This would be particularly problematic in digital commerce, where businesses depend on standardized and automated arrangements to process large numbers of transactions. The objective should therefore not be to transform good faith into an unrestricted authorization for courts to rewrite contracts. Instead, good faith should operate according to identifiable indicators, including transparency of material terms, reasonable accessibility of information, absence of manipulative design, proportional allocation of contractual risks, protection of legitimate expectations, availability of meaningful remedies, and consistency between contractual representations and actual performance.

The comparison between Indonesia and Japan consequently reveals different but converging regulatory challenges. Indonesia possesses an increasingly extensive framework governing electronic transactions and consumer protection, but the principal

---

[44] N. Bawembang and K. Wowor, "Enforcement of Constitutional Rights through Constitutional Complaint as an Embodiment of the Law State," *Gema Wiralodra*, no. Query date: 2026-05-25 15:01:38 (2023), https://gemawiralodra.unwir.ac.id/index.php/gemawiralodra/article/view/496.

difficulty lies in integrating these rules with general contract doctrine and developing a more substantive conception of digital consent and fairness. Japan provides a comparatively more articulated relationship between general good faith, consumer contract regulation, electronic contracting, and platform protection, although technological developments continue to challenge the adequacy of existing categories. Neither jurisdiction can therefore rely exclusively on traditional contractual doctrine. Both must continuously adapt the relationship between contractual autonomy and regulatory intervention as technological intermediaries acquire greater control over the conditions under which agreements are formed and performed.

From a comparative-law perspective, the most important lesson is that digital contractual fairness should not be measured exclusively by the existence of formal consent. Consent remains indispensable, but its legitimacy depends increasingly on the conditions under which it is produced. Transparency without comprehensibility, choice without realistic alternatives, and acceptance without awareness of material consequences may satisfy formal requirements while remaining inconsistent with the normative purposes of contractual autonomy. Good faith can address this discrepancy by transforming the assessment of consent from a purely procedural question into a contextual inquiry concerning whether the stronger party has created reasonable conditions for autonomous contractual decision-making.

Accordingly, the comparative regulatory challenge facing Indonesia and Japan is fundamentally one of recalibrating the relationship between freedom of contract, technological efficiency, and substantive fairness. Digital commerce requires rapid and standardized contracting, but efficiency cannot justify contractual architectures that systematically exploit informational inequality or behavioral vulnerabilities. Conversely, consumer protection cannot be constructed in a manner that makes ordinary digital transactions legally unpredictable. The appropriate regulatory equilibrium requires good faith to operate as an integrative principle connecting formal consent with transparency, legitimate expectations, proportionality, accountability, and effective remedies. In the Indonesian context, the Japanese experience demonstrates the value of developing stronger doctrinal connections between general private-law principles and specialized consumer and digital regulation. The comparative analysis therefore establishes that the future of good faith in digital contracting lies not in abandoning contractual autonomy, but in ensuring that autonomy remains substantively meaningful within technologically structured markets.

## 3. Reconceptualizing Good Faith for Indonesia's Digital Contract Law: Lessons from the Japanese Legal Framework

The comparative analysis between Indonesia and Japan demonstrates that the principal challenge for Indonesian digital contract law is not the absence of the principle of good faith, but the need to reinterpret its function within technologically mediated contractual relationships. Indonesian contract law has traditionally positioned good faith as a fundamental requirement in the performance of agreements. However, digital contracting creates legal problems that emerge before contractual performance begins, particularly concerning information disclosure, standardized terms, digital interfaces, automated transactions, and the quality of electronic consent. Therefore, good faith should no longer be understood exclusively as a standard governing contractual performance but should operate throughout the entire lifecycle of digital contractual relationships.

The Japanese legal framework provides an important comparative reference because good faith operates as a broader private-law principle and interacts with specific mechanisms of consumer protection and electronic contracting.[45] The relevant lesson for Indonesia is not to transplant Japanese law directly, but to develop stronger integration between general contract law and sector-specific digital regulation. In this model, good faith should function as an overarching normative principle, while consumer protection and electronic transaction legislation provide more concrete standards concerning transparency, unfair contractual terms, information obligations, and remedies. Such an approach would reduce regulatory fragmentation while preserving the flexibility necessary to respond to technological developments.[46]

Reconceptualization should particularly focus on meaningful digital consent. The formal act of clicking an agreement button should not automatically establish that

[45] F. Stone-Richards, "Black Lives Matter in Japan Too Japanese Advocates and the Fight against Police Racial Profiling," *Journal of Asian Studies* 84, no. 3 (2025): 799–813, Scopus, https://doi.org/10.1215/00219118-11827276.
[46] Susan W. Brenner, "State Cybercrime Legislation in the United States of America: A Survey," *Richmond Journal of Law and Technology* 7, no. 3 (2001).

contractual autonomy has been substantively realized. Good faith requires consideration of whether material contractual information was accessible and comprehensible, whether the digital interface facilitated rather than manipulated decision-making, and whether consumers had a reasonable opportunity to understand significant contractual consequences. This approach does not undermine electronic contracting. Instead, it strengthens its legitimacy by ensuring that technological efficiency remains compatible with informed contractual autonomy.

Good faith should also provide a normative foundation for controlling unfair standard terms and unilateral contractual powers in digital platforms. Businesses should remain free to employ standardized contracts because such arrangements are necessary for efficient digital commerce.[47] Nevertheless, contractual provisions that disproportionately transfer risks, obscure important obligations, permit unreasonable unilateral modification, or substantially restrict consumer remedies should be subject to substantive scrutiny. Drawing from the Japanese experience, Indonesia could strengthen the relationship between the general doctrine of good faith and specific consumer protection rules so that contractual fairness is assessed through both statutory requirements and broader principles of reasonableness and legitimate expectations.

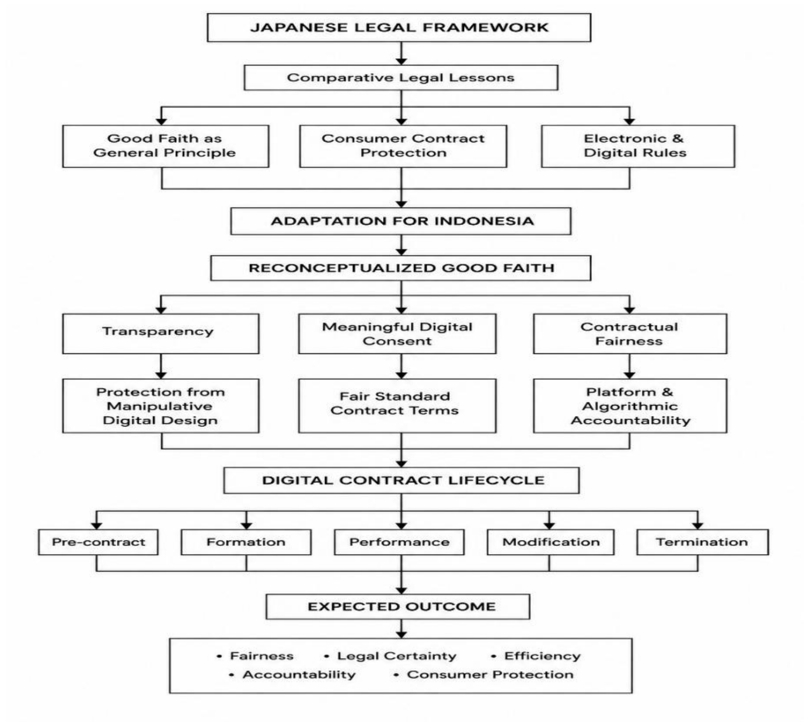
The reconceptualized doctrine should furthermore accommodate the growing influence of digital platforms and automated systems. Contractual power in digital markets is increasingly exercised not only through contractual wording but also through technological architecture. Platform operators may determine how information is presented, how consent is obtained, how payments are processed, and how disputes are resolved. Accordingly, responsibility should correspond to the degree of control exercised over the digital contractual environment. Good faith can provide an integrative principle for ensuring that technological intermediaries do not exploit their structural position while avoiding the excessive imposition of liability on platforms that exercise only limited control.

Ultimately, Indonesia requires a model of digital good faith that balances contractual fairness with legal certainty. The doctrine should not become an unrestricted instrument allowing courts to disregard contractual provisions merely because they

[47] G. Meijer et al., "Good Faith Principle in the Interpretation of Arbitration Agreements," *Good Faith in International …*, no. Query date: 2026-06-03 15:02:06 (2025), https://pure.eur.nl/files/231457500/Chapter_4.pdf.

produce unfavorable consequences. Instead, its application should be guided by identifiable standards, including transparency, meaningful consent, proportionality, legitimate expectations, non-manipulative technological design, and effective access to remedies. The Japanese framework provides valuable comparative lessons for constructing this balance, while the final doctrinal model must remain compatible with the characteristics and institutional structure of Indonesian private law.

**Figure 1. Proposed Reconceptualization of Good Faith in Indonesian Digital Contract Law**




The scheme illustrates that Japanese law functions as a comparative reference rather than a model for direct legal transplantation. The proposed Indonesian framework places good faith at the center of the digital contractual lifecycle, connecting transparency and meaningful consent with contractual fairness, platform accountability, and protection against manipulative technological practices. The ultimate objective is to establish a digital contract law framework capable of simultaneously maintaining contractual autonomy, substantive fairness, legal certainty, and technological efficiency.

## C. CONCLUSIONS

The comparative analysis demonstrates that good faith must be reconceptualized to respond effectively to the transformation of contractual relationships in the digital era. Although Indonesia and Japan both recognize good faith as a fundamental principle of contract law, Japan provides valuable lessons through a more integrated relationship between general private-law principles, consumer protection, and electronic contracting. For Indonesia, strengthening digital contract law requires extending good faith beyond contractual performance to the entire contractual lifecycle, including pre-contractual disclosure, formation, performance, modification, and termination. Such reconceptualization should emphasize transparency, meaningful digital consent, fair standard terms, protection against manipulative digital design, and platform and algorithmic accountability. Accordingly, good faith should function as an integrative normative principle capable of balancing contractual autonomy and technological efficiency with substantive fairness, legal certainty, accountability, and consumer protection, thereby establishing a more adaptive and equitable framework for Indonesia's rapidly developing digital commerce ecosystem.

## REFERENCES

Abdani, F. *Implementasi Asas Itikad Baik Dalam Perjanjian Jual Beli Melalui E-Commerce (Studi Di Shopee)*. Etheses.uingusdur.ac.id, 2024. http://etheses.uingusdur.ac.id/10028/3/1218139_Lampiran.pdf.

Adiyanto, T. "Dealing with Unexpected Circumstances: Judicial Modification of Contract under Indonesian and Dutch Law." *Hasanuddin Law Review*, no. Query date: 2026-06-03 15:02:06 (2025). https://scholarhub.unhas.ac.id/halrev/vol5/iss1/6/.

Adolf, H. "Prinsip Itikad Baik (Good Faith) Dalam Hukum Kontrak." *BANI Arbitration and Law Journal*, no. Query date: 2026-06-03 14:58:07 (2024). https://bani-journal.org/index.php/balj/article/view/3.

Agnia, R., SC Ar-Rusd, and ... "Restrukturisasi Kredit Dalam Perspektif Hukum Perbankan: Dampak Terhadap Hubungan Kontraktual Antara Bank Dan Nasabah." *Journal of Legal, Political …*, no. Query date: 2026-06-07 18:14:46 (2025). http://scriptaintelektual.com/custodia/article/view/375.

Angkadai, F., TR Hadis, and AS Mansoba. "Kompromi Umur Dan Relevansinya Dengan Kontrak Kekuasaan Dalam Pemilihan Umum: Age Compromise and Its Relevance to Power Contracts in General …." *Jurnal Media Hukum*, no. Query date: 2026-06-12 23:50:48 (2025). https://ojs.untika.ac.id/index.php/jmh/article/view/1049.

Anugerah, MFB, S. Suparwi, and ... "Implementasi Good Faith Principle Atau Prinsip Itikad Baik Dalam Perjanjian Asuransi Kesehatan." *JURNAL …*, no. Query date: 2026-06-03 14:58:07 (2026). http://www.journal.uniba.ac.id/index.php/SH/article/view/1507.

Apriliana, D. "Peran Hukum Ekonomi Syariah Dalam Pencegahan Kejahatan Ekonomi Digital Di Era Teknologi." *Muamalat-Institute.Com*, no. Query date: 2026-06-03 23:10:56 (n.d.). https://muamalat-institute.com/wp-content/uploads/2024/12/Artikel-48_Peran-Hukum-Ekonomi-Syariah-Dalam-Pencegahan-Kejahatan-Ekonomi-Digital-Di-Era-Teknologi.pdf.

Asriyani, Arini, Murdiono, Rahmat Eko Prabowo, and A. P. Jaya Negara. "Rekonstruksi Prinsip Itikad Baik Dalam Transaksi Bisnis Digital Di Era Ekonomi Platform." *Amsir Management Journal* 6, no. 1 (2025).

Bachelet, V., and A. Dalmartello. "The «Macroeconomic» Dimension of Contract Law During the Pandemic: The Case of Vouchers." *Osservatorio del Diritto Civile e Commerciale* 11, no. 1 (2022): 127–69. Scopus. https://doi.org/10.4478/104819.

Bawembang, N., and K. Wowor. "Enforcement of Constitutional Rights through Constitutional Complaint as an Embodiment of the Law State." *Gema Wiralodra*, no. Query date: 2026-05-25 15:01:38 (2023). https://gemawiralodra.unwir.ac.id/index.php/gemawiralodra/article/view/496.

Berinandus, M., and M. Barthos. "Disharmony of Good Faith and Legal Formalism in Land Sale Contracts: Analysis of East Jakarta Court Decision." *… International Journal of Law …*, no. Query date: 2026-06-03 15:02:06 (2025). https://research.e-greenation.org/GIJLSS/article/view/634.

Berkovitz, J. R. "Reconsidering Early Modern Jewry: Reflections on the Methodology of Legal History." *Jewish History* 37, nos. 3–4 (2024): 209–57. Scopus. https://doi.org/10.1007/s10835-024-09460-6.

Brenner, Susan W. "State Cybercrime Legislation in the United States of America: A Survey." *Richmond Journal of Law and Technology* 7, no. 3 (2001).

Caruso, D. "Contracts Scholarship beyond Materialisierung." *European Law Open* 1, no. 4 (2022): 1006–13. Scopus. https://doi.org/10.1017/elo.2023.6.

Day, W. "Unjust Enrichment | Contract." *Borderlines in Private Law*, 2024, 116–37. Scopus. https://doi.org/10.1093/9780191995200.003.0009.

Di Capriglia, S. A. "Effects of lockdown on private law contracts. A dialogue between legal experiences." *Federalismi.it* 2022, no. 3 (2022): 1–60. Scopus.

Elizalde, F. de. "The Silent Transformation of Spanish Contract Law." *Cambridge Yearbook of European Legal Studies* 26 (2024): 138–54. Scopus. https://doi.org/10.1017/cel.2025.10019.

Giovanni, L. Di. "Brief Reflections on Good Faith in the Legal Administrative Relationship: A Comparison Between Italy and the European Union." *European Public Law*, no. Query date: 2026-06-03 15:02:06 (2024). https://search.proquest.com/openview/b6111a27e725e2c0e99cb4c3fc73455f/1?pq-origsite=gscholar&cbl=7100264.

Handayani, Pristika, Dian Arianto, and Sazani Sazani. "Legality of Electronic Contracts in the Context of Good Faith Principle Application in E-Commerce Transactions within the Modern Economy: A Review Based on Wilstheorie." *DiH: Jurnal Ilmu Hukum* 20, no. 2 (2024).

Harata, H. "The Sanctity of Contract: Breach of Good Faith in the Merger Negotiation between Japanese Banks: Methodological Reflection on the Study of Legal Cases as

Social ….” *Zeitschrift Für Japanisches Recht*, no. Query date: 2026-08-08 20:01:09 (2024). https://www.zjapanr.de/index.php/zjapanr/article/view/1862.

He, Q. “Chronology of Practice: Chinese Practice in Private International Law in 2023.” *Chinese Journal of International Law*, no. Query date: 2026-06-14 16:05:45 (2024). https://academic.oup.com/chinesejil/article-abstract/23/4/867/7923680.

Hirasugi, A., M. Mori, Y. Moriwake, and ... “Japanese Translations of ICRP Publications on Contract with the Nuclear Regulation Authority, Japan; Activities in FY 2022.” *Annals of the …*, no. Query date: 2026-08-08 20:01:09 (2024). https://doi.org/10.1177/01466453241283931as.

Jain, P., S. Dwivedi, A. R. Alharbi, R. Sureshbabu, D. P. Singh, S. S. Jamal, and D. Krah. “Blockchain-Enabled Smart Surveillance System with Artificial Intelligence.” *Wireless Communications and Mobile Computing* 2022 (2022). Scopus. https://doi.org/10.1155/2022/2792639.

Jatmiko, EH. “Penerapan Asas Kebebasan Berkontrak Dalam Kontrak Bisnis Di Indonesia.” *Hukum Inovatif: Jurnal Ilmu Hukum Sosial Dan …*, no. Query date: 2026-06-03 14:58:07 (2025). https://journal.lpkd.or.id/index.php/Humif/article/view/1828.

Jos Reijers. “Payment Service Directive 2: Dutch Supervision on the Security and Data Protection of Third Party Access.” Thesis, Radboud University Nijmegen, 2016.

Kakisina, Paul Hans, Vecky Yani Gosal, and Nurhikmah Nachrawy. “KEABSAHAN KEKUATAN PEMBUKTIAN KONTRAK ELEKTRONIK DALAM PERJANJIAN BISNIS MENURUT HUKUM POSITIF DI INDONESIA.” *Lex Administratum* XI, no. 4 (2023).

Karo, Rizky Karo, Violent Ester Stefana, Elsa Finelia Kumagap, and Joanne Natasha Sugianto. “Reconstruction of Standard Clauses in Electronic Contracts in Indonesia: The Value Orientation of Dignified Justice.” *Tanjungpura Law Journal* 8, no. 2 (2024).

Kennedy, A. “Perbuatan Melawan Hukum Sebagai Upaya Perlindungan Terhadap Hak Subjektif.” *Ethics and Law Journal: Business and Notary*, no. Query date: 2026-04-26 18:09:31 (2025). https://journals.ldpb.org/index.php/eljbn/article/view/287.

Klamert, M. “Good Faith in European Union Law.” *Gleams of Good Faith in Constitutional Law*, no. Query date: 2026-06-03 15:02:06 (2026). https://doi.org/10.1007/978-3-032-06486-8_4.

Kochman, A. “Good Faith in the European Convention on Human Rights.” *Gleams of Good Faith in Constitutional Law*, no. Query date: 2026-06-03 15:02:06 (2026). https://doi.org/10.1007/978-3-032-06486-8_5.

Lestari, Endang Sri. “Peran Jaksa Pengacara Negara Dalam Penyelesaian Sengketa Kontraktual BUMN Melalui Arbitrase.” *Jurnal Hukum Progresif* 10, no. 1 (April 2022): 52–62. https://doi.org/10.14710/jhp.10.1.52-62.

Martsekis, G. *Good Faith in International Commercial Arbitration*. Taylorfrancis.com, 2025. https://doi.org/10.4324/9781003527596.

Meijer, G., P. Wilinski, R. Pillai, and S. Parker. “Good Faith Principle in the Interpretation of Arbitration Agreements.” *Good Faith in International …*, no. Query date: 2026-06-03 15:02:06 (2025). https://pure.eur.nl/files/231457500/Chapter_4.pdf.

Miarsa, Fajar Rachmad Dwi, M. Zamroni, and Kunihiko Yoshida. "Comparison of the Implementation of Good Faith in Indonesia, China, and Japan: Building Legal Harmonization." *SASI* 31, no. 2 (2025): 142–58.

Miarsa, FRD, M. Saifudin, HA Santoso, and ... "Comparative Study of the Good Faith Concept between Indonesia and the Netherlands in Civil Law." *YURIS: Journal of …*, no. Query date: 2026-06-03 15:02:06 (2024). http://journal.jfpublisher.com/index.php/jcj/article/view/481.

Miarsa, FRD, M. Zamroni, and K. Yoshida. "Comparison of the Implementation of Good Faith in Indonesia, China, and Japan: Building Legal Harmonization." *SASI*, no. Query date: 2026-06-03 15:02:06 (2025). https://fhukum.unpatti.ac.id/jurnal/sasi/article/view/2932.

Ntizoyimana, JC, R. Sanoj, L. Kanyange, and ... "Burundi's Commitment to the Right to Life: A Critical Examination of Domestic Laws and International Obligations." *Humanities and Social …*, no. Query date: 2026-06-11 23:18:05 (2025). https://www.nature.com/articles/s41599-025-05659-1.

Pangestu, RD, and CA Artanty. "Penerapan Prinsip Good Faith Dalam Kontrak Jual Beli Online: Analisis Hukum Perdata." *J-CEKI: Jurnal Cendekia Ilmiah*, no. Query date: 2026-06-03 14:58:07 (2024). https://al-haramjournal.com/index.php/J-CEKI/article/view/5443.

Pearson-Wenger, S. *Good Faith in International Commercial Arbitration: It's Application by Arbitral Tribunals to the Parties' Contract and the Arbitration Agreement*. Torrossa.com, 2024. https://www.torrossa.com/it/resources/an/5831308.

Pribadi, DT, S. Samian, and ... "The Principle of Good Faith and Construction Disputes: A Study on Dispute Boards and Digital Transformation." *Interdisciplinary …*, no. Query date: 2026-06-03 15:02:06 (2025). https://iss.internationaljournallabs.com/index.php/iss/article/view/991.

Ruchban, Dwi Hasrianty. "Strengthening the Principle of Good Faith in Contract Dispute Resolution in Indonesia." *Paulus Law Journal* 6, no. 1 (2024): 64–76.

Stone-Richards, F. "Black Lives Matter in Japan Too Japanese Advocates and the Fight against Police Racial Profiling." *Journal of Asian Studies* 84, no. 3 (2025): 799–813. Scopus. https://doi.org/10.1215/00219118-11827276.

Tarigan, NF, and DAD Sawitri. "Legalitas Hukum Pembuatan Kontrak Kerja Sama Di Bidang Perdagangan Yang Dilakukan Secara Digital." *Jurnal Media Akademik (JMA …*, no. Query date: 2026-06-03 14:58:07 (2025). https://jurnal.mediaakademik.com/index.php/jma/article/view/2929.

Triyudiana, Andra, and Neneng Putri Siti Nurhayati. "Penerapan Prinsip Keadilan Sebagai Fairness Menurut John Rawls Di Indonesia Sebagai Perwujudan Dari Pancasila." *Das Sollen: Jurnal Kajian Kontemporer Hukum dan Masyarakat* 2, no. 1 (2023).

Wang, M. *The Professional Development of Limited–Term Contract Teachers at Japanese Universities*. Konan-u.repo.nii.ac.jp, 2024. https://konan-u.repo.nii.ac.jp/records/2000134.

Weiss, E. B. "In Fairness to Our Children: International Law and Intergenerational Equity." *Childhood* 2, nos. 1–2 (1994): 22–27. Scopus. https://doi.org/10.1177/090756829400200102.

Young, Alison. "Architecture as Affective Law Enforcement: Theorising the Japanese *Koban*." *Crime, Media, Culture: An International Journal* 18, no. 2 (June 2022): 183–202. https://doi.org/10.1177/1741659021993527.