Rechtsregel
Jurnal Ilmu Hukum
Vol 8, No. 2 Desember| 2025
P-ISSN 2622-6235, E-ISSN 2622-6243

rjih_fh@unpam.ac.id

DEFAULT IN THE PERSPECTIVE OF FREEDOM OF CONTRACT: A JURIDICAL ANALYSIS OF THE PROTECTION OF THE RIGHTS OF THE PARTIES IN TREATY LAW

Dahris Siregar
Universitas Tjut Nyak Dhien
Email : dahrissiregar1977@gmail.com

ABSTRACT: Analyzing the connection between default and the freedom of contract concept in Indonesian treaty law is the goal of this study. As long as it doesn't go against the law, reasonable standards, or public order, the freedom of contract concept gives the parties the opportunity to negotiate terms that suit their interests. However, in practice, there are often defaults that cause disputes and cause problems regarding the protection of the rights of the parties. This study examines how default is seen in relation to contract freedom and the degree to which the law offers parties fairness and clarity using a normative juridical technique that combines a conceptual and legislative approach. The study's findings demonstrate that contractual flexibility is constrained by legal standards that govern the legal ramifications of default. Thus, in order to prevent misuse of the concept of freedom of contract and to ensure that the agreement's goal is still accomplished, the protection of the parties' rights must be balanced.
Keywords : Covenant; The Parties; Dispute; Default

INTRODUCTION

The concept of contract freedom is one of the cornerstones of treaty law, which has its roots in economic liberalism. This idea allows the parties to freely choose the structure, terms, and outcomes of the agreement they reach based on their individual interests. In Indonesia, Article 1338, paragraph (1) of the Civil Code, which declares that all lawfully established agreements are enforceable against their parties, reflects this idea (Devi, Azheri, & Yulfasni, 2023). However, throughout its evolution, the idea of contract freedom has undergone substantial fluctuations in tandem with shifts in the social, economic, and political conditions of Indonesian society.

It is impossible to divorce Indonesia's historical development from the Dutch colonial era to the reform era from the evolution of the country's contract freedom concept (Slamet et al., 2024). In the early days of independence, the implementation of this principle was still strongly influenced by Dutch legal thought which tended to be liberal. However, as the times change and the demands of Indonesian society become more complicated, there has been a paradigm shift in understanding and applying the principle of freedom of contract (Atmoko, 2022). The advent of several laws that restrict the extent of contract freedom in order to safeguard the public interest and avoid unfairness between parties with disparate negotiating positions is indicative of this change (Slamet et al., 2024).

Contemporary phenomena show that the practice of freedom of contract is often distorted due to information inequality and unbalanced bargaining positions between the parties. This is especially evident in standard contracts or standard agreements which are generally drafted unilaterally by parties with a stronger economic position. This condition raises concerns that freedom of contract, which is actually a manifestation of individual autonomy, can actually be a means of exploitation for the weak (Nia Susanti, 2024).

The development of Indonesian treaty law shows a change in the meaning of freedom of contract. Initially, this principle gave the parties complete freedom to decide what would happen in the agreement (Az, 2019). However, the government began to intervene to ensure balance and fairness in the agreements made in line with the development of society and the complexity of legal relations. This phenomenon encourages the government to intervene through various regulations aimed at protecting consumers and parties in a weak position (Sumardi, 2025).

In the context of the global economy and digital era, the challenge of applying the principle of freedom of contract is becoming increasingly complex. Electronic transactions, cross-border agreements, and various forms of new contract innovations demand a reinterpretation of the principle of freedom of contract (Wibowo, 2023). The development of information and communication technology has given rise to new forms of contracts that were not even imagined before, such as smart contracts based on blockchain technology (Dethan, Evadne, & Irianto,

2024). This challenge raises questions about the extent to which the principle of freedom of contract can be applied in the new context and what role the government will play in regulating and supervising it.

Government intervention in the context of freedom of contract often raises debates about reasonable and proportionate boundaries. On the one hand, excessive intervention can stifle innovation and reduce economic efficiency which is a major benefit of freedom of contract (Bernard Nainggolan, 2021). On the other hand, the lack of supervision can cause negative excesses in the form of contractual practices that are exploitative and detrimental to the public interest. The question of the appropriate form of intervention and the limits that need to be set is a crucial issue in the discourse of modern treaty law in Indonesia.

The necessity of aligning the freedom of contract concept with the norms and values of Indonesian society presents another difficulty in its implementation. As a country with a diverse culture and value system, the difficulty for Indonesia is to strike a balance between the uniqueness of local values and the universality of the freedom of contract idea (Siregar & Mustafid, 2024). As the intellectual underpinning of Indonesia, Pancasila highlights the significance of striking a balance between individual liberties and group goals. which is often not in line with the paradigm of individualism that underpins the Western legal tradition's notion of contract freedom.

Thus, achieving equilibrium between the government's oversight role and the freedom of contract is crucial. This equilibrium is required to ensure that the parties' freedom to reach agreements is maintained while staying under the legal boundaries that safeguard the public interest and guard against injustice. This is consistent with the idea that contract freedom must be backed by accountability and must not be in opposition to the relevant laws and regulations.

RESEARCH PROBLEMS

The study's challenge is to determine the extent and types of government action in this area, as well as how the idea of freedom of contract has evolved in Indonesian treaty law, and formulate strategies to achieve an optimal balance between freedom of contract and government supervision in contemporary treaty law practice.

RESEARCH METHODS

The normative juridical technique, which is a methodology that looks at applicable laws and regulations, norms, and legal principles, is what this study employs. Making use of secondary legal documents, which include both primary and secondary legal information. In legal studies, the normative juridical research method is a technique used to examine the legal standards outlined in laws and regulations. This method is applied to understand, explain, and evaluate the rules of law and applicable legal principles. The statutory method entails gathering and examining several laws and rules that are pertinent to the subject of the study. The concept approach examines the legal thinking and theory of legal experts, while the case approach analyzes court decisions to understand the application of legal norms in real cases.

In legal writing, this kind of research is both descriptive and analytical. Research describing relevant laws and regulations that are connected to and examined with legal theories and a particular circumstance or item factually and accurately is known as analytical descriptive research. Analyzing qualitative data involves working with data, organizing it, breaking it down into manageable chunks, synthesizing it, searching for and identifying patterns, determining what is significant and useful, and determining what can be communicated.

RESULTS AND DISCUSSIONS

The Basic Concept of Freedom of Contract

In general, a contract is a legally binding formal agreement, where each party has obligations and rights that can be sued if not fulfilled. The contract serves as a tool to ensure compliance with the agreement that has been made, as well as provide legal protection for all parties involved. The notion of freedom of contract is still a key component of the treaty legal system, which includes civil law, common law, and other legal systems (Portuna, 2024). This is due to the fact that, the principle of freedom of contract is a universal principle that applies in all countries in the world. Second, this principle of freedom of contract contains a meaning as a manifestation of the free will of the parties to an agreement, which also means as a reflection of the recognition of human rights.

The principle of freedom of contract is a basic principle in civil law that gives both parties the freedom to make an agreement on terms and conditions of their own choosing, as long as they do not conflict with law, ethics, or public order (Martiana, 2024). In the process of entering into agreements, this freedom reflects free will and human rights. However, in reality, this freedom is often limited by unbalanced positions between the parties, especially in standard or standard agreements. There are several factors that affect the occurrence of restrictions on freedom of contract, including :(Fiani, 2024)

1. The more influential the doctrine of good faith is where good faith is not only present in the implementation of the agreement, but must also be present at the time of making the agreement.
2. The growing doctrine of abuse of circumstances.
3. The development of the economic field that forms trade associations, legal entities, companies and other groups of society, such as workers and peasants.
4. The emergence of social welfare-oriented streams in society.
5. The desire of the government to defend weak parties or the public interest.

The parties' power to choose the nature, shape, and substance of the agreement is part of the freedom of contract principle. However, this flexibility is limited and must take into account the agreement's legal obligations, which are outlined in Article 1320 of the Civil Code and include the parties' assent, legal authority, specific goals, and halal reasons. In addition, the agreement shall not contravene public order, decency, or laws and regulations.

Article 1338, paragraph (1) of the Civil Code further states that all lawfully established agreements are binding on their parties. Everyone is allowed to choose who they will commit themselves to, according to Civil Code Article 1338, paragraph (1), what laws are relevant to the agreement, what is included in the agreement, and how is it made (Subekti, 2006). Although this principle provides freedom, its scope is limited by several things, namely: (Sola Kira & Richard C. Adam, 2024)

1. Compliance with the Law: Any relevant legislation must not be in contradiction with the Agreement.
2. Law and Order: Agreements must not interfere with public order or social interests.
3. Morality: The agreement must adhere to the socially accepted standards of decency.
4. Legal Certainty: The contract must be made honestly and cannot include any indications of coercion or fraud.

Progressive law holds that the concept of freedom of contract must provide society freedom and enlightenment. Progressive law emphasizes that the law must be on the side of substantive justice and the welfare of the community, such that the balance of negotiating position and fairness for all parties concerned must be taken into account when implementing the concept of freedom of contract.

The parties have a great deal of power to manage their interests through the agreement's instrument thanks to the freedom of contract concept. while remaining subject to legal limitations and standards of propriety. This principle ensures juridical protection for the parties to draw up an optimal agreement as needed, while maintaining harmonization with public order and collective interests. The spectrum of freedom of contract includes six main dimensions: (Syafriadi, 2024)

1. Freedom to Form or Reject Agreements. The parties possess the independent authority to determine whether or not to sign a contract. The law does not impose an obligation to enter into a contract except in certain circumstances as provided by law. For example, in a buying and selling transaction, both parties may decide to cancel the transaction without legal consequences. This right protects the autonomy of individuals and legal entities from contractual coercion.
2. Freedom of choice of contractual partners. Each party has the right to determine for themselves with whom they will enter into a contractual relationship. This allows business entities to choose counterparties that are considered competent, trustworthy, or offer the most favorable terms. This freedom is essential in long-term alliances or large-value agreements.
3. flexibility in deciding on the contract's parameters. The parameters of the agreement, including the parties' rights and responsibilities, are at their discretion, enforcement mechanisms, and dispute resolution procedures. In a loan borrow agreement, for example, the parties can set the loan amount, repayment term, and interest amount, while still paying attention to legal and propriety limitations.

4. Freedom to choose the form of agreement. The parties can choose the format of the agreement, either oral or written, according to the effectiveness and efficiency required. Nonetheless, some categories of agreements are required by law to be made in written form or with certain formalities, such as land sale and purchase agreements that require a notary deed.
5. freedom to decide how long the arrangement will last. The temporal characteristics of the agreement are decided by the authorities, including when it comes into force, the timeframe, and the modality of implementation. In a lease-lease contract, for example, the lease period, payment method, and procedure for handling breach of contract can be established.
6. Freedom to Terminate or Renew Agreements. The parties have the discretion to arrange the mechanism for termination or renewal of the contract. These terms can be set at the beginning or through a new agreement later, such as in a business collaboration that can be extended if it is deemed to be beneficial to both parties.

Although it provides broad autonomy, the requirement to abide by the law limits the freedom of contract premise. norms of propriety, and public order. Agreements that aim to violate the law, such as contracts for illegal activities, have no juridical legitimacy. In addition, the validity of the agreement requires the absence of elements of coercion, fraud, or fundamental error, since the essence of freedom of contract lies in the voluntary consent of all parties.

Default in Freedom of Contract

Default is not fulfilling or neglecting to perform obligations as specified in the agreement made between creditors and debtors. Default or non-fulfillment of promises can occur either intentionally or unintentionally. A debtor is said to be negligent, if he does not fulfill his obligations or is late in fulfilling them but not as agreed. Default is contained in article 1243 of the Civil Code, which states that : (Hertanto & Djajaputra, 2024)

> "The reimbursement of costs, losses and interest due to the non-fulfillment of an agreement, only begins to be obligated, if the debtor, after being declared negligent in fulfilling his agreement, still defaults on it, or if something that he has to give or make, can only be given or made by him, can only be given or made within the grace period that he has exceeded".

The examples of success are defined in Civil Code article 1234, which takes the form : (Handriani & Prastini, 2020)

1. Giving something away;
2. Do something;
3. Not doing anything.

Meanwhile, what is meant by default or non-fulfiment or also known as breach of contract) is the non-performance of performance or duties to certain parties specified in the relevant contract as stipulated under the agreement. A default has repercussions for the aggrieved party's ability to sue the defaulting party to recover damages, thus the law expects that no party will suffer injury as a result of the default. This default action may be taken because: (Subekti, 2006)

1. Intentionality;
2. Negligence;
3. No fault (no intentions or omissions).

The potential of default is the failure to execute duties that are required to be performed in accordance with the engagement that was made, including failure to remember to do so. Things that fall into the default category :(Maria Alberta Liza Quintarti, 2024)

1. If the obligation is not fulfilled at all
2. If you meet some of your obligations
3. If you fulfill your obligations but are late in fulfilling them

Default arises from agreement. Article 1320 of the Civil Code states that a legal object cannot be presumed to have been in default unless both parties have reached an agreement.

> "An agreement must meet these four conditions in order to be deemed legitimate: those who tie themselves in accord; the capacity for coalition building; a particular topic; A cause that's not prohibited."

Default occurs because the debtor (who is burdened with obligations) does not fulfill the agreed content of the agreement, such as; (Karaniya, Lidowati, Zevanya, Tarigan, & Surahmad, 2024)

1. not fulfilled at all,
2. not on time for achievement fulfillment,

3. not worthy of fulfilling the promised achievements.

If each side has achieved their goals as agreed upon without causing harm to the other, then the agreement has been successfully implemented. However, occasionally a default by the debtor or one of the parties prevents the agreement from being effectively carried out. There are other opinions regarding the conditions for default, namely :(Virginia & Lohanda, 2024)

1. The debtor has not achieved at all, in this case the creditor does not need to state a warning or reprimand because this is useless because the debtor is indeed unable to achieve.
2. The debtor has achieved not as he should, in this case the debtor has good faith to make achievements, but he is wrong in fulfilling it.
3. The debtor's accomplishments are delayed, despite the debtor's tardiness in achieving the goal, they are still able to do so in this instance.

The following fines or sanctions are the legal repercussions for debtors who have defaulted : (Pandeinuwu, 2024)

1. Compensating creditors for damages incurred, or simply recompense;
2. Termination of the contract, also known as a breach of contract;
3. Changing the risk. The item that was promised by the agreement's object becomes the debtor's duty as soon as the obligation is not met;
4. In the event that the matter is tried before a court, cover the costs.

The Civil Code's Article 1313 defines an agreement as an act in which one or more persons bind themselves to one or more other people. Furthermore, the following are some additional terms for agreements that are applicable generally but are not covered under Civil Code, Article 1320: (Senda, Sopiani, Muzzamil, & Anugrah, 2024)

1. The agreement must be completed in good faith, which requires that both parties execute its provisions voluntarily, without intervention, and with the purpose that they truly wish to carry out the terms of the agreement.
2. The agreement must not contradict the prevailing customs, meaning that the content of the agreement is not allowed to contradict the prevailing customs in the community, it must not contradict the existing conditions in society.
3. The agreement must be carried out based on the principle of propriety, meaning that the agreement that has been agreed must follow principles that do not conflict with the provisions that apply in society, must not violate the rights of the community.
4. The agreement must not violate the public interest, meaning that the contract made is not allowed to be contrary to the interests that exist in the community, must not cause harm to the community.

From the aforementioned provisions, it is clear that the agreement made by both parties must follow the specified requirements, and must follow the principles of agreement and propriety. Because the agreement made is binding on both parties who agree to it.

In Article 1233 of the Civil Code, it is stated that "Every engagement is born either by consent, or by law", it is emphasized that every civil obligation can occur because it is desired by the parties involved in the agreement/agreement that is deliberately made by them, or because it is determined by the applicable laws and regulations. Thus, in the context of wealth, it denotes a legal connection between two or more individuals (parties) that results in responsibilities for one of the parties.

According to Article 1131 of the Civil Code, the execution of an agreement has the effect of risking and using all of a person's or entity's assets that are recognized as legal entities as collateral for all of the parties' agreements and contracts. Treaty law is the collective term for all laws that govern the legal relationship between two or more parties based on an agreement that has legal ramifications.

According to Article 1313 of the Civil Code, an agreement is an act by which one or more individuals bind themselves to one or more other people. These contracts cannot be terminated unless both parties consent to it or the law determines that it is suitable. Good faith implementation is required for these agreements.

In legal science, several legal principles are known for an agreement, which are as follows: (Safira Meisya Salsa Bina, 2023)

1. The governing legal notion of an agreement or contract is the set of rules that apply to the subject of law. The contract's parties in this instance.

2. The idea of freedom of contract is the outcome of the contract concept being implemented as a governing legislation. In theory, it is up to the parties to a contract to determine whether or not to create one and what terms to put in it.
3. Sunt Servanda is a factual concept that states that a promise is legally enforceable and that a contract signed by the parties binds them completely in accordance with its terms.
4. The consensual principle, that, even in theory, written requirements are not mandated by law, with the exception of some types of contracts, which do require written requirements. This means that a contract is legally enforceable in its entirety once it has been established.
5. The principle of obligatoir, that is, the parties are obligated if a contract has been established, but the attachment is restricted to the emergence of rights and duties.

The principles that were previously described are those that emerge when an agreement is reached. The concept must emerge indirectly in a contract as the emergence of each party's rights and responsibilities is what makes a contract fundamental. Consequently, the existence of a contract or agreement gives birth to all of the aforementioned principles. Regarding these clauses, all agreements must take these guidelines into consideration in order to satisfy both parties who are obligated by the agreement when they are implemented.

Protection of the Parties in Treaty Law

In principle, the idea of acknowledging and defending people' natural dignity as human beings is the foundation and source of community legal protection. Laws and certain methods, both preventative and repressive, provide legal subjects legal protection. This exemplifies how the law itself serves to bring about justice, order, certainty, utility, and peace. An agreement occurs when one party promises another party something, or when two individuals commit to doing something together. Therefore, the act of acquiring a set of rights and duties, known as accomplishment, is another name for an agreement.

According to the Civil Code's Article 1338, a lawfully established agreement is enforceable against its parties. Considering Civil Code Article 1338, it can be concluded that every agreement made under the hands of the parties is valid according to the applicable law/law. According to Mariam Darus Badrulzaman, that: (Badrulzaman, 2006)

> "The agreement contains a principle of binding force, the binding of the parties to the agreement is not only limited to what is agreed, but also to several other elements as long as it is required by custom and propriety as well as morals."

In the theory of law, there is a teaching called resicoleer (the doctrine of risk), it implies that if something happens to the object of the agreement that is not the fault of one of the parties, that person is required to pay the loss. A circumstance involving coercion (overmacht) gives birth to this lesson. The definition of risk is always related to the existence of overmacht, so there should be clarity about the position of the parties, namely the party who must be responsible and the party who must bear the risk for events in compelling circumstances (Miru, 2018). So, in an agreement that is made, it is possible that there will be a situation that can cause risks that have legal consequences.

According to the Civil Code, the meaning of annulment of an agreement is described in two forms, namely: (Subekti, 2005)

1. Absolute Cancellation (absolute nietigheid).
   Absolute nullity means that an agreement must be considered null and void, even if it is not requested by either party, where such an agreement is considered to have never existed in the first place against anyone. For example, an agreement that will be entered into does not heed the way that the law absolutely requires. An agreement is absolutely void if the cause is contrary to morality (geode zeden), contrary to public order (openvare orde), or to the law. For example, the grant of immovable objects must be by a notary deed, peace agreements must be made in writing, the consequence is that these agreements are null and void (Hadisoeprapto, 1984).
1. Relative Cancellation (relative nietigheid).
   Relative annulment (relative nietigheid) is an agreement that is not void by itself, but the agreement can be requested to be canceled by the parties who feel aggrieved. This relative cancellation can be divided into two types of cancellations, namely:
   a. Cancellation on his own strength, then when the judge is asked to declare void (nieting verklaard) for example in an agreement entered into by an adult or minor, guardian or who is under the supervision of a curatele.

b. Mere cancellation by a judge whose decision must be void, for example in the case of an agreement formed by force, mistake or fraud.

Another reason for the agreement's cancelation is a default. Although it is legally intended that no one party will suffer injury as a result of default, an act of default has ramifications for the aggrieved party's right to sue the defaulting party to give compensation. One party is injured when there is a default; as a result, the party that committed the default must deal with the repercussions of the other party's requests, which may include demands: (Fazriah, 2023)

1. Termination of the agreement (with or without payment);
2. Contract fulfillment, whether or not payment is received.

Legal protection for those harmed by this imbalance is a key focus in the enforcement of justice. Even though the legal system offers a wide range of policies and regulations, effective implementation on the ground remains a challenge that impacts the fulfillment of these rights. Clarifying and comprehending the rights and responsibilities of the parties to a contract is one of the first stages towards obtaining legal protection. Knowledge of this can raise knowledge of the parties' roles in the contract and encourage that all information and conditions are communicated in a transparent and accurate manner. Through a better understanding, it is hoped that the parties can make wiser decisions and avoid potential rights violations.

The existence of clear and firm regulations in contract law is important to overcome this imbalance. Every contract should follow the principle of justice based on applicable regulations, for instance, when the government purchases products and services, which have been regulated in presidential regulations that contain the principles of balance and legal certainty (Faiqa Syifa Irawan, 2025). With a strong legal foundation, the aggrieved party can seek protection through the legal channels in the event of a violation. Protection efforts can also be carried out through mediation and negotiation as an alternative to dispute resolution. When there are issues between the parties to the contract, this non-litigation approach provides space for both parties to return to dialogue and seek a fair agreement. Mediation can help the aggrieved party to achieve recovery without having to go through the complex path of court proceedings (Gustami & Marpaung, 2024).

The importance of laws and regulations in providing legal guarantees for aggrieved parties cannot be ignored. For parties who find themselves trapped in an adverse situation due to the imbalance, in order to recoup the damages, they are entitled to sue. Based on applicable regulations, after there is a complaint or report from a party who feels aggrieved, the relevant agency must conduct a comprehensive investigation. Law enforcement must be done properly so as not only to provide justice for the aggrieved party but also to show the existence of laws that govern the relationship between the parties in the contract.

Enforcement of fairness in contracts also involves evaluation and supervision from the competent authorities over the performance of existing contracts. The government's involvement in this supervision is important to ensure that the standards and regulations set are met. This concerns the need for periodic audits of the executed contracts to detect early indications of non-conformities that can have a wider impact. The implementation of a strict sanction system for contract violators is also necessary to prevent exploitative practices that can harm either party. Strict sanctions, both in the form of fines and other punishments, can have a deterrent effect for parties who intend to commit violations or neglect their obligations.

The parties involved in the contract need to adopt a more collective mindset, understanding each other's interests to reach a mutually beneficial agreement. An attitude of discussion and compromise takes precedence over confrontation that can lead to prolonged conflict. In a broader context, the community must also be made aware of its rights and responsibilities under contract law. Comprehensive education on this matter will encourage the public to better understand where they stand in the legal context and what is the right step if they feel aggrieved. In the future, the legal system should be able to better adjust to societal demands and developments. The law must be a means of creating a balance between rights and obligations in contracts, as well as ensuring protection for aggrieved parties to obtain equal and balanced justice based on existing legal principles.

CONCLUSIONS

In contract law, the balance of rights and responsibilities is a key idea that contributes significantly to justice, equal protection under the law for each and every party to an agreement. Indonesian treaty law's freedom of contract gives the parties plenty of latitude in deciding the agreement's terms, form, and substance. However, this freedom is not absolute, but is limited by the provisions of Article 1337 of the Civil Code which prohibits agreements that are contrary to law, decency,

and public order. Defaults often occur because one of the parties does not carry out its obligations as agreed. This raises legal protection problems, especially for the aggrieved party. Treaty law has provided a mechanism to enforce the protection of the rights of the parties through indemnification, cancellation of the agreement, or performance of performance. The principle of freedom of contract must be balanced with the principles of legal certainty and justice so as not to cause arbitrariness. Default is seen as a limitation that tests the extent to which freedom of contract can be exercised proportionately. Thus, the role of judges and the legal apparatus is very important in interpreting agreements and upholding justice for the parties.

SUGGESTION

The inclusion of legal protection in an agreement is crucial. This includes both legal protection outside the agreement, such as a liability clause in the event that the agreement contains a loss, and legal protection outside the agreement, such as an agreement letter that will serve as compelling evidence in court should the dispute resolution process be litigated. In the contract, each party's rights and duties are fulfilled in line with the agreement, preventing disagreements that might cause losses for either party. Considering that a default requires a significant amount of time and money to settle the disagreement.

BIBLIOGRAPHY

Books

Az, L. S. (2019). *Aspek Hukum Perjanjian Kajian Komprehensif Teori dan Perkembangannya* (Cetakan 1). Yogyakarta: Penebar Media Pustaka. Retrieved from https://www.researchgate.net/profile/Lukman-Santoso-Az-2/publication/333310366_ASPEK_HUKUM_PERJANJIAN/links/5ce63e31299bf14d95b1e42a/ASPEK-HUKUM-PERJANJIAN.pdf

Bernard Nainggolan. (2021). *Buku Ajar Peranan Hukum dalam Pembangunan Ekonomi* (Cetakan I). Yogyakarta: Publika Global Media. Retrieved from http://repository.uki.ac.id/13970/1/BukuAjarPeranan HukumdalamPembangunanEkonomi.pdf

Hadisoeprapto, H. (1984). *Pokok-Pokok Hukum Perikatan dan hukum jaminan*. Yogyakarta: Liberty.

Miru, A. (2018). *Hukum Kontrak dan Perancangan Kontrak*. Jakarta: Rajawali Pers.

Subekti. (2005). *Hukum Perjanjian* (Cet. 21). Jakarta: Intermasa. Retrieved from https://opac.perpusnas.go.id/DetailOpac.aspx?id=550639

Sumardi. (2025). *Pengantar Ilmu Pemerintahan (Konsep, Teori dan Aplikasinya)* (Cetakan Pe). Jawa Tengah: CV, Tahta Media Group. Retrieved from file:///C:/Users/User/Downloads/eBook+Pengantar+Ilmu+Pemerintahan_compressed.pdf

Wibowo, A. (2023). *Penyelesaian Sengketa Hukum dan Teknologi*. Semarang: YAYASAN PRIMA AGUS TEKNIK BEKERJA SAMA DENGAN UNIVERSITAS SAINS DAN TEKNOLOGI KOMPUTER (UNIVERSITAS. Retrieved from https://digilib.politeknik-pratama.ac.id/assets/dokumen/ebook/feb_BM-DONzqWgQ4jYycy0Xd7qiV7N08crJegTSg8zmBlgnWotsC-3nT_1702352795.pdf

Legislation

Badrulzaman, M. D. (2006). *K.U.H. Perdata Buku III: Hukum Perikatan Dengan Penjelasan* (Cet. 2). Bandung: Bandung Alumni.

Subekti, R. (2006). *Kitab Undang-Undang Hukum Perdata : Burgelijk Wetboek* (Cet. 37; R. Tjitrosudibio, ed.). Jakarta: Pradnya Paramita. Retrieved from https://opac.perpusnas.go.id/DetailOpac.aspx?id=586814

Journals

Atmoko, D. (2022). Penerapan Asas Kebebasan Berkontrak Dalam Suatu Perjanjian Baku. *Binamulia Hukum*, *11*(1), 81–92. https://doi.org/10.37893/jbh.v11i1.683

Dethan, J. A., Evadne, Y., & Irianto, G. (2024). Analisis Keabsahan Smart Contract dalam Perjanjian Bisnis di Indonesia. *Unes Law Review*, *7*(1), 462–468. Retrieved from https://review-unes.com/https://creativecommons.org/licenses/by/4.0/

Devi, F., Azheri, B., & Yulfasni, Y. (2023). Pembatasan Kebebasan Berkontrak pada Perjanjian tidak Bernama dalam Bentuk Akta Notaris. *UNES Law Review*, *6*(1), 404–415. https://doi.org/10.31933/unesrev.v6i1.861

Faiqa Syifa Irawan. (2025). Keseimbangan Hak dan Kewajiban Para Pihak dalam Hukum Kontrak. *Pemuliaan Keadilan*, *2*(2), 51–65. https://doi.org/10.62383/pk.v2i2.586

Fazriah, D. (2023). Tanggung Jawab Atas Terjadinya Wanprestasi Yang Dilakukan Oleh Debitur Pada Saat Pelaksanaan Perjanjian. *Das Sollen: Jurnal Kajian Kontemporer Hukum Dan Masyarakat*, *Vol. 1*(2), 1–25. https://doi.org/10.11111/dassollen.xxxxxxx

Fiani, M. I. (2024). Analisis Pencantuman Klausula Eksonerasi Ditinjau Dari Asas Kebebasan Berkontrak Di Indonesia Exoneration Clause Inclusion Analysis Based on the Principle of Freedom of Contract in Indonesia. *Rewang Rencang : Jurnal Hukum Lex Generalis*, *5*(4), 1–13. Retrieved from file:///C:/Users/User/Downloads/671-File Utama Naskah-2630-1-10-20250113.pdf

Gustami, P., & Marpaung, D. S. H. (2024). Perbandingan Proses Penyelesaian Sengketa Melalui Mediasi Di Pengadilan Dan Di Luar Pengadilan Di Indonesia. *Rewang Rencang : Jurnal Hukum Lex Generalis*, *5*(4), 1–12. Retrieved from file:///C:/Users/User/Downloads/603-File Utama Naskah-2430-1-10-20241228.pdf

Handriani, A., & Prastini, E. (2020). Ganti Rugi Akibat Wanprestasi dalam Perjanjian Jual Beli Online di Tinjau dari Pasal 19 Undang-undang Nomor 8 Tahun 1999 Tentang Perlindungan Konsumen. *Rechtsregel : Jurnal Ilmu Hukum*, *3*(2), 259. https://doi.org/10.32493/rjih.v3i2.8094

Hertanto, S., & Djajaputra, G. (2024). Tinjauan Yuridis Terhadap Penyelesaian Wanprestasi dalam Perjanjian Jual Beli. *Unes Law Review*, *6*(4), 10368–10380. Retrieved from https://review-unes.com/https://creativecommons.org/licenses/by/4.0/

Karaniya, A., Lidowati, A., Zevanya, C., Tarigan, F. L. G., & Surahmad. (2024). Konsekuensi Hukum dan Upaya Hukum Mengenai Wanprestasi dalam Kontrak. *Media Hukum Indonesia (MHI*, *2*(4), 552. Retrieved from https://doi.org/10.5281/zenodo.14241595

Maria Alberta Liza Quintarti. (2024). Konsekuensi Hukum terhadap Wanprestasi dalam Perjanjian Bisnis Legal Consequences of Default in Business Agreements. *Jurnal Kolaboratif Sains*, *7*(8), 3176–3183. https://doi.org/10.56338/jks.v7i8.5997

Martiana, A. A. (2024). Asas Kebebasan Berkontrak dalam Perjanjian Surogasi di Indonesia dari Perspektif Hukum Perdata dan Etika. *Perspektif Hukum*, 269–290. https://doi.org/10.30649/ph.v24i2.317

Nia Susanti. (2024). Kepastian Hukum Penerapan Asas Kebebasan Berkontrak Dalam Sebuah Perjanjian Baku Ditinjau Berdasarkan Pasal 1338 Kitab Undang-Undang Hukum Perdata. *Indragiri Law Review*, *2*(2), 33–39. Retrieved from file:///C:/Users/User/Downloads/Jurnal_Perjanjian_Baku_Nia+33+-39-1.pdf

Pandeinuwu, A. R. G. (2024). Tinjauan Hukum Mengenai Wanprestasi Terhadap Perjanjian Bagi Hasil Antara Pemilik Tanah Dan Penggarap. *Jurnal Fakultas Hukum Universitas Sam Ratulangi*, *13*(3), 1–10. Retrieved from file:///C:/Users/User/Downloads/Jurnal+Armando+Pandeinuwu.pdf

Portuna, C. D. (2024). Perbandingan Hukum Perjanjian Menurut Sistem Hukum Civil Law dan Common Law: Suatu Perbandingan Antara Indonesia dan Amerika. *Media Hukum Indonesia (MHI)*, *2*(2), 369–374. Retrieved from https://doi.org/10.5281/zenodo.11768415

Safira Meisya Salsa Bina. (2023). Asas Keseimbangan Dalam Hukum Perjanjian. *Journal Sains Student Research*, *1*(2), 871–880. https://doi.org/10.61722/jssr.v1i2.324

Senda, V. N., Sopiani, S., Muzzamil, M. F., & Anugrah, D. (2024). Implikasi Hukum Ketidakterpenuhan Syarat Subjektif Dalam Pasal 1320 Kitab Undang- Undang Hukum Perdata Terhadap Keabsahan Perjanjian. *Letterlijk: Jurnal Hukum Perdata*, *Vol. 1*, *No*(2), h. 2. Retrieved from https://journal.fhukum.uniku.ac.id/letterlijk/index

Siregar, M., & Mustafid. (2024). Analisis Implementasi Teori Hukum Inklusif dalam Pembentukan Undang-Undang yang Pancasilais di Indonesia. *Indonesian Journal of Humanities and Social Sciences*, *5*(3), 1299–1314. Retrieved from https://ejournal.uit-lirboyo.ac.id/index.php/IJHSS

Slamet, S. R., Olivia, F., Arianto, H., Hukum, F., Esa, U., Kepa, D., & Barat, J. (2024). Penerapan Asas Kebebasan Berkotrak dalam Konteks Perjanjian Baku Suatu Tinjauan Keabsahan Hukumnya. *Forum Ilmiah*, *21*(3), 169–176. Retrieved from file:///C:/Users/User/Downloads/8573-16836-1-PB.pdf

Sola Kira, J. H. V. I., & Richard C. Adam. (2024). Penerapan Asas Kebebasan Berkontrak dalam Perjanjian Kemitraan dan Pengaruhnya Terhadap Praktik Persaingan Usaha Tidak Sehat. *Jurnal Ilmu Hukum, Humaniora Dan Politik*, *5*(2), 1100–1111. https://doi.org/10.38035/jihhp.v5i2.3762

Syafriadi, F. (2024). Analisis Sistem Penyusunan Kontrak Menggunakan Asas Kebebasan Berkontrak Dalam Hukum Perdata. *AL-DALIL: Jurnal Ilmu Sosial, Politik, Dan Hukum*, *2*(3), 17–24. https://doi.org/10.58707/aldalil.v2i3.879

Virginia, E., & Lohanda, C. D. (2024). Upaya Hukum yang Dapat Dilakukan Salah Satu Pihak Apabila Terdapat Pihak Lain yang Wanprestasi Terhadap Perjanjian yang ditandatangani di Hadapan Notaris. *Jurnal Kewarganegaraan*, *8*(1), 750–761. Retrieved from file:///C:/Users/User/Downloads/079.+Upaya+Hukum+yang+Dapat+Dilakukan+Salah+Satu+Pihak.pdf