

Research Horizon

ISSN: 2808-0696 (p), 2807-9531 (e)

Research Horizon

Volume: 06

Issue: 04

Year: 2026

Page: 1835-1844

Citation:

Martanti, T., & Alfiana, R. (2026). Application of civil law principles in contract drafting: A study of clauses and protection of the parties. *Research Horizon*, 6(4), 1835-1844.

Article History:

Received: July 27, 2026

Revised: August 14, 2026

Accepted: August 20, 2026

Online since: August 25, 2026

Application of Civil Law Principles in Contract Drafting: A Study of Clauses and Protection of the Parties

Yurisa Martanti^{1*}, Rita Alfiana¹

¹ Department of Law, Faculty of Law, Universitas Jayabaya, Jakarta, Indonesia

* Corresponding author: Yurisa Martanti (yuliasaraisnaeni.uj@gmail.com)

Abstract

Contracts are fundamental legal instruments in civil relations because they establish rights, obligations, risk allocation, and legal consequences for the parties. This study aims to analyze the application of civil law principles in contract drafting in Indonesia, particularly the translation of legal principles into contractual clauses that balance the rights and obligations of the parties and provide legal protection. This study employs a normative juridical method using statutory, conceptual, and analytical approaches. The study analyzed primary and secondary legal materials qualitatively through doctrinal analysis and legal interpretation. The findings demonstrate that freedom of contract, consensualism, *pacta sunt servanda*, good faith, and contractual balance constitute essential foundations of effective contract drafting. Contract clauses should clearly regulate the parties' identity and capacity, contractual objects, rights and obligations, performance standards, risk allocation, breach, force majeure, and dispute resolution. The findings further indicate that drafting techniques function as preventive legal protection by reducing ambiguity, limiting contractual imbalance, and strengthening legal certainty. The study concludes that effective contract drafting must extend beyond formal validity and integrate substantive fairness, proportionality, transparency, and legal protection to ensure balanced and enforceable civil relationships.

Keywords

Contract Drafting, Contractual Balance, Civil Law Principles, Indonesian Civil Code, Legal Protection.

1. Introduction

Contracts are a fundamental instrument in civil law because they provide the legal basis for establishing relationships between parties of creating rights, obligations, and binding legal consequences. In modern society, almost all economic and social activities have a contractual dimension, including sales transactions, business partnerships, financing, investment, and digital-technology-facilitated legal relationships. Contracts can no longer be viewed merely as administrative documents that record the parties' agreements. Rather, they function as legal instruments that determine risk allocation, transaction certainty, performance mechanisms, and dispute resolution (Lie et al., 2023). The increasing complexity of economic activities therefore requires contract drafting to translate fundamental civil law principles into clear, systematic, and legally enforceable contractual provisions.

In Indonesia, contract regulation is primarily grounded in Book III of the Civil Code (*Kitab Undang-Undang Hukum Perdata/KUHPerdata*), which governs obligations. Article 1313 defines an agreement as an act by which one or more persons bind themselves to one or more other persons. Article 1320 further establishes four requirements for the validity of an agreement's validity: consent, capacity of the parties' capacity, a specific object, and a lawful cause. These requirements constitute the fundamental legal basis for determining the validity of contractual relationships (Politon, 2017; Sugiastuti & Purnamasari, 2023). In addition, Article 1338 recognizes the binding force of legally concluded agreements. It reflects the principle of freedom of contract, provided that the agreement does not contravene applicable law, morality, or public order. Nevertheless, the formal validity of a contract does not necessarily guarantee a balanced and equitable contractual relationship.

This issue is particularly evident in the increasing use of standard contracts in business transactions. Standard contracts provide efficiency, uniformity, and convenience because one party generally prepares the contractual provisions in advance. However, they may also create an imbalance when the party with weaker bargaining power has limited opportunities to negotiate the contractual terms (Ginting, 2014). This phenomenon illustrates the tension between freedom of contract and contractual justice. Although standard clauses cannot be eliminated because of their practical importance in commercial activities, their formulation requires appropriate legal control to prevent provisions that disproportionately disadvantage one party (Muaziz & Busro, 2015). Similar concerns arise with unilateral cancellation clauses, ambiguous provisions of fulfilling obligations, and differing interpretations of the limits of contractual freedom. Pahlefi et al. (2019) demonstrate that the tension between freedom of contract and the prohibition of unilateral cancellation remains a significant issue in Indonesian contract law, indicating the need for clearer application of contractual principles.

The development of digital transactions and economic globalization has further intensified these challenges. Electronic contracts, cross-border transactions, and the widespread use of standardized contractual arrangements require drafting techniques that are capable of providing legal certainty while protecting the interests of the parties proportionally (Pribadi, 2025). Against this background, a research gap remains in studies that examine contract drafting not only from the perspective of contractual validity or standard clauses in particular sectors, but as an integrated legal drafting process connecting civil law principles, clause construction, and legal protection. This study addresses this gap by positioning contract drafting as a practical mechanism for translating civil law principles into contractual provisions that balance rights and obligations. Its novelty lies in integrating the normative

principles of contract law with clause-drafting techniques and the protection of parties' legal interests within a broader civil law framework.

This study aims to analyze the application of civil law principles in contract drafting in Indonesia, particularly by examining how legal principles are translated into contractual clauses and how such clauses can promote balanced rights and obligations while providing legal protection. The study is guided by three research questions: How are civil law principles applied in the contract drafting process in Indonesia? How can the construction of contract clauses reflect a balance between the rights and obligations of the parties? How can contract drafting techniques function as an instrument of legal protection for parties in civil relations? These questions enable the study to examine the relationship between normative contract principles and their practical implementation in drafting contractual provisions. The study contributes an integrated perspective on civil law principles, clause construction, contractual balance, and legal protection, while providing practical guidance for drafting clear, proportionate, and legally protective contracts.

2. Methods

This study employs a normative juridical research method to examine the application of contract validity principles under Article 1320 of the Indonesian Civil Code, particularly the requirements of consent, capacity of the parties, a specific object, and a lawful cause as the prerequisites for a valid agreement. This method was selected because the research focuses on legal norms, contractual principles, statutory provisions, and legal doctrines relevant to the development of contract law in Indonesia. The study applies three complementary approaches: statutory, conceptual, and analytical approaches. The statutory approach examines relevant provisions of the Civil Code, particularly Article 1320 on the validity requirements of agreements and Article 1338 on freedom of contract and the binding force of agreements. The conceptual approach analyzes fundamental principles of contract law, including consensualism, freedom of contract, *pacta sunt servanda*, good faith, and contractual balance. Meanwhile, the analytical approach examines contemporary contractual issues, including the use of standard clauses, unequal bargaining positions, unilateral cancellation, and challenges associated with electronic contracts.

The legal materials consist of primary and secondary legal materials. Primary legal materials include the Civil Code and other relevant legislation governing contractual relationships. Secondary legal materials comprise scientific journal articles, legal books, research findings, and academic publications discussing contract validity, contractual principles, standard clauses, freedom of contract, and legal protection. The legal materials were selected based on their relevance to the research questions and their contribution to understanding the application of contract law principles in contemporary contractual practices.

The analysis was conducted qualitatively through doctrinal analysis and legal interpretation. The analysis examines the relationship between the normative provisions of Article 1320 and contemporary contract practices, particularly regarding the protection of contractual autonomy and the balance of rights and obligations between the parties. The study interprets relevant legal principles and doctrines systematically to identify their implications for contract drafting and legal protection. Through this approach, the study evaluates the continuing relevance of classical contract law principles in modern transactions. It examines the need for an adaptive interpretation of contractual validity within the Indonesian legal system.

3. Results and Discussion

3.1. Application of Civil Law Principles in the Contract Drafting Process

Contract drafting in the Indonesian legal system is essentially the process of applying civil law principles to a written legal instrument governing the relationship between the parties. A good contract must not only satisfy the formal requirements of validity but also reflect fundamental principles such as freedom of contract, consensualism, *pacta sunt servanda*, and good faith. These principles provide the basis for ensuring legal certainty while maintaining a balance between the interests of the parties (Alfarisi et al., 2023; Agustini et al., 2024).

The first principle underlying contract drafting is freedom of contract. This principle gives parties the authority to decide whether to agree, with whom to conclude it, and how to formulate its substance and form. In Indonesian law, this principle is reflected in Article 1338 paragraph (1) of the Civil Code, which states that a legally concluded agreement binds the parties as law. Thus, parties are free to regulate their interests through mutually agreed contractual clauses. However, such freedom is not absolute because it remains subject to legal provisions, propriety, morality, and contractual justice (Harianto, 2016; Susanti, 2024).

The application of freedom of contract faces particular challenges in standard contracts, which parties with stronger economic or legal positions often draft unilaterally. The weaker party may have little opportunity to negotiate and may only accept or reject the predetermined terms. Although standard contracts provide efficiency and transaction certainty, their use must observe the principle of balance to prevent exploitative or detrimental clauses. Ginting (2014) emphasizes the importance of maintaining the existence of standard clauses while ensuring that their application does not undermine contractual fairness. Accordingly, contract drafters must ensure that freedom in determining contractual content remains within the boundaries of legal protection and justice.

The second principle is consensualism, which establishes that a contract arises from agreement between the parties. In drafting, consent concerns not merely the formal signing of a document but also the parties' understanding of their rights, obligations, contractual object, and legal consequences. Contractual provisions should therefore be formulated clearly and systematically to avoid ambiguity and differing interpretations that may generate disputes. Lie et al. (2023) explain that the legal force of a contract derives not only from its written form but also from the parties' free will to bind themselves.

The principle of *pacta sunt servanda* further establishes that a legally concluded contract is binding and must be performed by the parties. This principle should be reflected in clauses that clearly regulate performance, fulfillment mechanisms, timeframes, responsibilities, and consequences of breach. Such clarity reduces uncertainty in contractual implementation. As Politon (2017) demonstrates, fulfillment of contractual rights and obligations constitutes an important form of legal protection because violations may generate civil liability, including compensation. Good faith is likewise essential from negotiation through contract performance. It requires the parties to act honestly and fairly and to refrain from abusing contractual rights. In drafting, good faith should be reflected in clauses that consider the interests and legal positions of both parties rather than disproportionately benefiting one side. Muaziz and Busro (2015) emphasize that contractual arrangements should pursue not only legal certainty but also substantive justice.

The concrete application of these principles is closely connected to Article 1320 of the Civil Code, which establishes four requirements for a valid agreement: consent, capacity, a specific object, and a lawful cause. Consensualism matters because an agreement forms only through the parties' mutual intention to bind themselves. Such consent must reflect genuine and voluntary will and should be free from coercion or

undue influence (Fahamsyah et al., 2020; Tarmizi, 2020). Azam et al. (2020) further demonstrate the relevance of undue influence in contractual relationships, particularly where bargaining positions are unequal.

Consensualism is closely related to freedom of contract because contractual freedom can only operate effectively when based on genuine and voluntary consent. This challenge is increasingly relevant in standard and digital contracts, where differences in bargaining power may influence the formation of consent (Shoimah, 2026). Therefore, the application of Article 1320 requires careful attention to the parties' agreement, legal capacity, contractual object, and lawful purpose. As Bell (2018) and Adrianto et al. (2026) indicate, these elements provide the normative foundation for contractual legitimacy and legal protection. Therefore, civil law principles demonstrate that contracts are not merely administrative documents but legal instruments that must balance freedom and responsibility. Effective drafting therefore requires the integration of freedom of contract, consensualism, *pacta sunt servanda*, and good faith to establish legally valid agreements and provide appropriate protection for all parties.

3.2. Construction of Contract Clauses

The construction of contract clauses is a fundamental element in establishing a balanced legal relationship between the parties (Hartawan et al., 2024; Charisma, 2026). Contract clauses function not only as technical formulations of the agreement but also as legal instruments that determine the distribution of rights, obligations, risks, and responsibilities throughout the contractual relationship. Therefore, clause drafting must be systematic and guided by the principles of balance, legal certainty, and protection of the parties' interests (Prihadiati & Sanjaya, 2026). From a civil law perspective, contractual balance does not require the parties to receive identical rights and obligations. Rather, it requires proportionality between their respective interests, contributions, and risks. This principle is closely connected to freedom of contract, which allows parties to determine the content of their agreement. However, parties must exercise contractual freedom in good faith and should not create provisions that unfairly benefit one party. Muaziz and Busro (2015) emphasize that imbalance often arises when parties with stronger bargaining positions draft clauses unilaterally, particularly in standard contracts.

One important element is the clause identifying the parties and their legal capacity of the parties. This provision ensures that the parties possess the authority and capacity to perform legal acts. Clear identification of the parties, their legal status, and authority to act is essential to prevent disputes concerning contractual validity. This requirement corresponds to the subjective elements of Article 1320 of the Civil Code, namely consent and the capacity of the parties (Sugiasuti & Purnamasari, 2023). Clauses concerning the contractual object and scope of performance are equally important for establishing legal certainty. The object must be clearly defined so that each party understands the performance required. Ambiguity about the object, performance standards, quality, deadlines, or payment mechanisms may lead to different interpretations and potentially result in breach of contract. As Polton (2017) explains, clearly defining reciprocal rights and obligations is essential because contractual relationships fundamentally involve an exchange of performances.

Contractual balance must also be reflected in provisions governing the parties' rights and obligations (Arifaturahman et al., 2026). Such provisions should establish reciprocal responsibilities rather than disproportionately favoring one party. In business contracts, for example, a service provider may be required to perform services to agreed standards, while the service user must pay within the specified timeframe and through the specified mechanism. Clear formulation of these reciprocal obligations strengthens certainty and balance within the contractual relationship.

A balanced contract should also include provisions on breach, risk allocation, force majeure, and dispute resolution (Syafrie et al., 2025; Ni'am et al., 2025). A breach clause should specify the type of breach, the notification mechanism, the remedy period, and the legal consequences. A force majeure clause should regulate circumstances beyond a party's control that prevent contractual performance. Similarly, dispute resolution provisions should establish whether disputes will be resolved through litigation or alternative mechanisms. These clauses provide procedural certainty and function as preventive legal protection against potential contractual conflicts (Satryawangsa, 2023).

The need for balance becomes particularly evident in standard contracts. Although standard clauses are generally permissible because they promote transactional efficiency, problems may arise when they unilaterally transfer responsibilities, disproportionately restrict rights, or impose obligations exclusively on one party. Ginting (2014) argues that standard clauses remain acceptable provided that they comply with legal provisions and principles of justice. In consumer relationships, legal protection is also reflected in restrictions on clauses that eliminate or reduce the responsibilities of business actors (Noholo et al., 2023). Contract clauses should be formulated according to transparency, proportionality, and protection of the parties' interests. Harianto (2016) and Susanti (2024) emphasize that although Article 1338 of the Civil Code recognizes freedom of contract, such freedom is not unlimited and must be exercised in good faith and propriety. Standard clauses may therefore remain useful in business transactions as long as they do not undermine contractual balance or impose unreasonable transfers of responsibility (Noholo et al., 2023; Solihin et al., 2025).

Modern transactions further require contractual clauses to adapt to technological developments and increasingly complex business relationships. Electronic and standard contracts must provide legal certainty while ensuring substantive protection for the parties (Silalahi & Batara, 2026). As Simatupang and Nababan (2026) indicate, effective contract construction should therefore integrate formal validity with substantive justice. Ultimately, an ideal contract is not merely legally valid but also transparent, proportional, and based on good faith, enabling contractual clauses to function as effective instruments of justice, legal certainty, and protection in civil relations.

3.3. Contract Drafting Techniques as an Instrument of Legal Protection

Contract drafting techniques play a strategic role in establishing legal protection for the parties because contracts function not only as written evidence of an agreement but also as preventive instruments for anticipating potential disputes (Wibowo et al., 2021; Chandra, 2022). In civil relations, legal protection is realized through clear, systematic, and balanced clauses that enable the parties to understand and perform their respective rights, obligations, responsibilities, and legal consequences proportionally. Therefore, the quality of contract drafting significantly influences the effectiveness of contracts in regulating private legal relationships.

Legal protection begins with ensuring the legality and validity of the agreement. Contract drafters must ensure that the contract fulfills the requirements under Article 1320 of the Civil Code, namely consent, capacity of the parties, a specific object, and a lawful cause. These elements constitute not merely formal requirements but the foundation of the contract's validity and binding force. Failure to satisfy these requirements may result in a contract being voidable or void, thereby creating legal uncertainty for the parties (Sugiasuti & Purnamasari, 2023). Drafting should begin with the accurate identification of the parties, their legal capacity, the purpose of the agreement, and its contractual object.

Contract drafting also includes clauses designed to anticipate various circumstances during contractual performance. Provisions on rights and obligations,

payment mechanisms, performance standards, deadlines, and responsibilities are essential to prevent differences in interpretation. A clearly formulated contract establishes a common understanding of the scope of the legal relationship and reduces the potential for disputes. Conversely, ambiguous clauses may generate conflicting interpretations and increase the risk of breach of contract (Politon, 2017). Clauses on risk allocation and dispute resolution further strengthen protection. Contractual performance may be affected by economic changes, force majeure, or failure by one party to fulfill its obligations. Contracts should regulate breach, compensation, force majeure, and dispute resolution mechanisms. These provisions provide legal guidance when contractual violations occur and reduce the possibility of unilateral actions that may harm either party (Hennings et al., 2022).

Contract drafting is also closely connected with good faith and contractual balance. Freedom of contract may create an imbalance when a party with stronger bargaining power uses its position to impose excessively advantageous provisions. This problem is especially evident in standard contracts, where clauses are often prepared by the dominant party with insufficient negotiation. Although standard contracts provide efficiency, their use must remain subject to principles of fairness, good faith, and protection of the weaker party (Harianto, 2016; Susanti, 2024). Muaziz and Busro (2015) similarly emphasize the importance of maintaining contractual balance when determining the content of contractual provisions.

In this context, drafting techniques function as a mechanism for balancing the interests of the parties through transparent and proportional clauses. Provisions concerning limitation of liability, unilateral cancellation, or the transfer of risks must be carefully formulated so that they do not undermine contractual fairness. Pahlefi et al. (2019) demonstrate that unilateral cancellation clauses may create tension between freedom of contract and legal protection when contractual provisions are formulated without adequate consideration of the interests of both parties. The protective function of contracts has become increasingly important with the development of electronic transactions and technology-based business relationships. Electronic contracts create additional concerns regarding validity, verification, transaction security, and the protection of parties' interests. Contract drafting must therefore adapt by clearly regulating the identity of the parties, electronic consent mechanisms, transaction security, and the responsibilities of each party (Pribadi, 2025). This adaptation is particularly important because modern business relationships may involve complex transactions and unequal bargaining positions.

Contract drafting should be understood not merely as the process of putting an agreement into written form but as a legal strategy for establishing protection in civil relations. A systematically drafted contract based on civil law principles and expressed through clear, transparent, and balanced clauses can function as both a preventive and corrective instrument in addressing potential disputes. Clear contractual provisions can also serve as legal evidence when a party fails to perform its obligations, while the use of standard clauses must remain controlled to preserve contractual balance and good faith (Politon, 2017). Effective contract drafting integrates freedom of contract, propriety, balance, and good faith with the requirements of contractual validity. Such an approach enables contracts to function not only as legally binding documents but also as instruments that provide legal certainty, contractual fairness, and effective protection for all parties (Silalahi & Batara, 2026; Simatupang & Nababan, 2026).

4. Conclusion

The findings demonstrate that civil law principles provide the normative foundation for effective contract drafting in Indonesia. The principles of freedom of contract, consensualism, *pacta sunt servanda*, good faith, and contractual balance must be translated into clear, transparent, and proportional clauses. Contract clause

construction is essential for balancing the rights, obligations, risks, and responsibilities of the parties, particularly in standard contracts where differences in bargaining power may create contractual imbalance. The study also finds that contract drafting functions as an important instrument of legal protection by ensuring contractual validity, clarifying performance obligations, allocating risks, regulating breach and dispute resolution, and adapting to electronic transactions. These findings imply that contract drafting should extend beyond formal compliance with Article 1320 of the Civil Code and incorporate substantive fairness and preventive legal protection.

This study is limited by its normative juridical approach, which relies primarily on legislation and doctrinal legal materials and therefore does not empirically examine how legal practitioners implement contract-drafting practices or how contracting parties experience them. Future research should complement normative analysis with empirical and comparative approaches, including interviews, case studies, and analysis of actual contractual documents, to assess how civil law principles are applied in practice. Further research may also examine the effectiveness of contractual protection in electronic contracts, standard-form agreements, and cross-border transactions, particularly in addressing unequal bargaining power and emerging digital legal relationships.

References

- Adrianto, C. R., Musakkir, M., Marwah, M., & Ratnawati, E. (2026). Progressive legal hermeneutics for adjudicating tacit agreements in contemporary Indonesian contract law disputes. *Nurani: Jurnal Kajian Syari'ah dan Masyarakat*, 26(1), 169–186. <https://doi.org/10.19109/nurani.v26i1.34342>.
- Agustini, S., Jaya, F., & Rusdiana, S. (2024). Legality and proof of unwritten agreements from a civil law perspective. *Batulis Civil Law Review*, 5(2), 109–115. <https://doi.org/10.47268/ballrev.v5i2.2033>.
- Alfarisi, M. S., Ternando, A., Irawan, A., Rahman, R., & Syazali, E. A. (2023). Penerapan kontrak perjanjian kerja di Indonesia dalam perspektif Kitab Undang-Undang Hukum Perdata (KUHPer). *Legalitas: Jurnal Hukum*, 15(1), 91–96. <https://doi.org/10.33087/legalitas.v15i1.440>.
- Arifaturahman, M., Kasmar, K., & Irawansah, D. (2026). Hukum perjanjian: Studi penerapan asas konsensualisme sebagai syarat sahnya perjanjian bisnis digital. *Jurnal Hukum Lex Generalis*, 7(4), 300–311. <https://doi.org/10.56370/jhlhg.v7i4.4303>.
- Azam, S., Mulhadi, M., & Harianto, D. (2020). The undue influence doctrine and its function in consumer financing cases. *Jurnal Media Hukum*, 2(3), 240–251. <https://doi.org/10.18196/jmh.20200154>.
- Bell, G. F. (2018). Formation of contract and stipulations for third parties in Indonesia. In *Studies in the contract laws of Asia II: Formation and third party beneficiaries* (pp. 123–144). Singapore: NUS Libraries. <https://doi.org/10.1093/oso/9780198808114.003.0018>.
- Chandra, T. (2022). Legal certainty of sale and purchase binding agreements as the basis for the transfer of certified land rights. *Research Horizon*, 2(6), 615–625. <https://doi.org/10.54518/rh.2.6.2022.156>.
- Charisma, R. A. (2026). Juridical construction of the validity of electronic-based agreements in the framework of civil law. *Focus Law Review*, 2(1), 1–12.
- Fahamsyah, E., Hariyani, I., & Rimba, A. (2020). Regulating pet insurance in Indonesia. *Lentera Hukum*, 7(1), 55–65. <https://doi.org/10.19184/ejlh.v7i1.11370>.
- Ginting, M. S. (2014). Menegaskan kembali keberadaan klausula baku dalam perjanjian. *Jurnal Hukum dan Peradilan*, 3(3), 223–236. <https://doi.org/10.25216/jhp.3.3.2014.223-236>.
- Harianto, D. (2016). Asas kebebasan berkontrak: Problematika penerapannya dalam kontrak baku antara konsumen dengan pelaku usaha. *Jurnal Hukum Samudra Keadilan*, 11(2), 145–156.

- Hartawan, I. E., Handayani, P., & Bhakti, R. T. A. (2024). Legal foundations and implications of civil deeds of settlement in the Indonesian legal system. *Lex Publica*, 11(1), 1–19. <https://doi.org/10.58829/lp.11.1.2024.210>.
- Hennings, W. C., Abdellatif, S. A., & Hanna, A. S. (2022). Proper risk allocation: Force majeure clause. *Journal of Legal Affairs and Dispute Resolution in Engineering and Construction*, 14(1), 45–52. [https://doi.org/10.1061/\(ASCE\)LA.1943-4170.000052](https://doi.org/10.1061/(ASCE)LA.1943-4170.000052).
- Lie, C., Clarosa, V., Yonatan, Y. A., & Hadiati, M. (2023). Pengenalan hukum kontrak dalam hukum perdata Indonesia. *Jurnal Kewarganegaraan*, 7(1), 918–924. <https://doi.org/10.31316/jk.v7i1.4831>.
- Muaziz, M. H., & Busro, A. (2015). Pengaturan klausula baku dalam hukum perjanjian untuk mencapai keadilan berkontrak. *Law Reform*, 11(1), 74–84. <https://doi.org/10.14710/lr.v11i1.15757>.
- Ni'am, M. W., Jakfar, M. A. R., & Nugroho, L. D. (2025). Strategi perancangan kontrak yang baik sebagai instrumen pencegahan sengketa. *Jurnal Media Akademik (JMA)*, 3(6), 500–511. <https://doi.org/10.62281/v3i6.1991>.
- Noholo, R., Wantu, F. M., & Ismail, D. E. (2023). Kedudukan klausula baku dalam perjanjian berdasarkan Undang-Undang Nomor 8 Tahun 1999 tentang Perlindungan Konsumen. *The Juris*, 7(2), 404–410. <https://doi.org/10.56301/juris.v7i2.1043>.
- Pahlefi, P., Raffles, R., & Manik, H. (2019). Klausula pembatalan sepihak dalam perjanjian menurut peraturan perundang-undangan Indonesia. *Gorontalo Law Review*, 1(1), 72–80. <https://doi.org/10.32662/golrev.v2i2.702>.
- Politon, R. (2017). Pemenuhan hak dan kewajiban sesuai kesepakatan para pihak dalam kontrak ditinjau dari Kitab Undang-Undang Hukum Perdata. *Lex Crimen*, 6(3), 149–193.
- Pribadi, A. K. (2025). Implikasi hukum perdata dalam kontrak bisnis: Tinjauan terhadap keabsahan dan pelaksanaannya di Indonesia. *Muhammadiyah Law Review*, 9(2), 153–160. <https://doi.org/10.24127/mlr.v9i2.4445>.
- Prihadiati, R. L. A., & Sanjaya, S. (2026). Digital business contracts from the perspective of Indonesian civil law. *Jurnal Ilmu Hukum Kyadiren*, 8(1), 574–589. <https://doi.org/10.46924/jihk.v8i1.482>.
- Satryawangsa, D. (2023). *Tinjauan yuridis perancangan kontrak dalam mewujudkan kepastian hukum dan keadilan bagi para pihak*. Semarang: Universitas Islam Sultan Agung Semarang (Doctoral dissertation).
- Shoimah, S. N. (2026). Freedom of contract in the digital age: Perspectives on the Indonesian civil code and fiqh muamalah. *Trunojoyo Law Review*, 2(1), 1–12. <https://doi.org/10.21107/tlr.v8i1.32568>.
- Silalahi, W., & Batara, S. D. (2026). Perlindungan hukum para pihak dalam penyusunan dan analisis klausul kontrak di Indonesia. *Jurnal Ilmiah Multidisiplin Mahasiswa dan Akademisi*, 2(2), 1–15. <https://doi.org/10.64690/intelektual.v2i2.673>.
- Simatupang, M. N. S., & Nababan, R. (2026). Analisis hukum terhadap perjanjian baku dalam hukum kontrak: Kajian tentang kelebihan, kekurangan dan perlindungan hukumnya. *Ikra-Ith Humaniora: Jurnal Sosial dan Humaniora*, 10(1), 743–752. <https://doi.org/10.37817/ikraith-humaniora.v10i1.6434>.
- Solihin, E. N., Handayani, P., & Bhakti, R. T. A. (2025). Analisis hukum perdata terhadap klausul baku dalam kontrak bisnis industri manufaktur. *Jurnal USM Law Review*, 8(3), 1533–1545. <https://doi.org/10.26623/julr.v8i3.12781>.
- Sugiastuti, N. Y., & Purnamasari, D. (2023). Improvement of substantive provisions of the validity of agreement in the Indonesian Civil Code. *Diponegoro Law Review*, 8(1), 124–140. <https://doi.org/10.14710/dilrev.8.1.2023.124-140>.
- Susanti, N. (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. <https://doi.org/10.32520/ilr.v2i2.32>.
- Syafrie, H., Sami'an, S. A., & Hardjomuljadi, S. (2025). Peran kontrak dalam mencegah dan menyelesaikan sengketa konstruksi. *Konstruksia*, 16(2), 1–10. <https://doi.org/10.24853/jk.16.2.1-10>.
- Tarmizi, T. (2020). The principle of consensualism and freedom of contract as a reflection of morality and legal certainty of contract laws in Indonesia. *Webology*, 17(2), 336–347. <https://doi.org/10.14704/WEB/V17I2/WEB17036>.
- Wibowo, A. S., Negara, D. S., Marsal, A. P., & Da Silva, E. B. (2021). Contractual instruments' effectiveness in preventing business disputes and ensuring business law stability. *Journal of Social Science Studies*, 1(2), 209–214.

Acknowledgment

We gratefully acknowledge the contributions of individuals who supported the completion of this article.

Funding Information

This research did not receive any funding.

Conflict of Interest Statement

The authors declare that there is no conflict of interest.

Ethical Approval and Originality Statement

Ethical approval was obtained for this study. The manuscript represents original work and has not been previously published, nor is it under consideration by another journal.

Data Disclosure Statement

The data that support the findings of this study are available from the corresponding author upon reasonable request.



Copyright: © 2026 by the authors.

This work is licensed under the terms and conditions of the Creative Commons

Attribution-ShareAlike 4.0 International License

(<https://creativecommons.org/licenses/by-sa/4.0/>).