

Legal Certainty in the Transformation of Land Sale Agreements into Debt Relationships

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Abstract

This study examines the legal implications of transforming a land sale and purchase agreement into a debt relationship through a court-ratified settlement deed, viewed from the perspective of legal certainty. The purpose of this research is to analyze the legal validity of such transformation, assess the extent to which legal certainty is upheld, and evaluate the protection afforded to the parties, particularly the seller and their heirs. This research employs a normative legal research method using statutory, case, and conceptual approaches. Primary and secondary legal materials were analyzed descriptively and analytically by applying the theory of legal certainty proposed by Satjipto Rahardjo and the theory of justice developed by John Rawls. The findings indicate that the transformation of the land sale agreement into a debt agreement through a settlement deed lacks substantive validity, as it does not fulfill the legal requirements of novation under Article 1413 of the Indonesian Civil Code. Although the settlement deed provides formal legal certainty through judicial endorsement, it fails to ensure substantive legal certainty and equitable legal protection, resulting in prolonged legal disputes and legal ambiguity for the parties involved. The originality of this research lies in its critical examination of court-sanctioned settlement deeds that alter the substance of authentic land sale agreements without prior annulment, highlighting the tension between formal legal certainty and substantive justice in Indonesian contract law.

Kata kunci:

Perjanjian Jual Beli Tanah, Hubungan Hutang, Akta Penyelesaian, Kepastian Hukum

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Abstrak

Studi ini meneliti implikasi hukum dari transformasi perjanjian jual beli tanah menjadi hubungan utang melalui perjanjian penyelesaian yang disahkan pengadilan, dilihat dari perspektif kepastian hukum. Tujuan penelitian ini adalah untuk menganalisis validitas hukum dari transformasi tersebut, menilai sejauh mana kepastian hukum ditegakkan, dan mengevaluasi perlindungan yang diberikan kepada para pihak, khususnya penjual dan ahli warisnya. Penelitian ini menggunakan metode penelitian hukum normatif dengan menggunakan pendekatan hukum, kasus, dan konseptual. Materi hukum primer dan sekunder dianalisis secara deskriptif dan analitis dengan menerapkan teori kepastian hukum yang dikemukakan oleh Satjipto Rahardjo dan teori keadilan yang dikembangkan oleh John Rawls. Temuan menunjukkan bahwa transformasi perjanjian jual beli tanah menjadi perjanjian utang melalui akta penyelesaian tidak memiliki validitas substantif, karena tidak memenuhi persyaratan hukum novasi berdasarkan Pasal 1413 KUHP Indonesia. Meskipun akta penyelesaian memberikan kepastian hukum formal melalui pengesahan pengadilan, hal itu gagal untuk memastikan kepastian hukum substantif dan perlindungan hukum yang adil, sehingga mengakibatkan sengketa hukum yang berkepanjangan dan ambiguitas hukum bagi para pihak yang terlibat. Keunikan penelitian ini terletak pada kajian kritisnya terhadap akta penyelesaian yang disahkan pengadilan yang mengubah substansi perjanjian jual beli tanah yang sah tanpa pembatalan terlebih dahulu, menyoroti ketegangan antara kepastian hukum formal dan keadilan substantif dalam hukum kontrak Indonesia.

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INTRODUCTION

An agreement is a fundamental instrument in civil law which functions as the basis for the birth of the relationship of rights and obligations between the parties bound by it (Arif, Saputra, & Hikmaturrasyidah, 2024; Iryna S et al., 2022). The validity of an agreement is determined by the fulfillment of the legal requirements as regulated in Article 1320 of the Civil Code (KUHPerdara), as well as the obligation to implement it in good faith in accordance with the principle of *pacta sunt servanda* as stated in Article 1338 of the KUHPerdara (Jannah & Kartiko, 2025). This principle emphasizes that a legally concluded agreement is not only formally binding but also contains moral and legal requirements that it be implemented honestly, fairly, and without prejudice to either party. In the context of land purchase agreements, the requirement for legal certainty becomes even more important because the object of the agreement relates to property rights that have high economic and social value (Agosta, Schimmenti, Di Franco, & Ascuito, 2025; Asnakew, Amogne, Abebe, & Gebru, 2024; Pakpahan, Zebua, & Nainggolan, 2025; Saputro & Huda, 2024). Therefore, the law requires the fulfillment of formal aspects through the preparation of an authentic deed before an authorized official, such as a Land Deed Official (PPAT), to ensure clarity of legal status, protection of the parties, and prevention of future disputes. Therefore, a land sale and purchase agreement that is legally made and executed in good faith should provide complete legal certainty, both formally and substantively, so that the legal objective of protecting the interests of the parties can be achieved in a fair and balanced manner.

A number of previous studies have examined land sale and purchase agreements and debt agreements from a civil law perspective, particularly regarding default, the validity of the agreement, and the principle of good faith. (Budi, 2025; Hidayansyah & Prof. Dr. Rosa Agustina, 2023; Rahayu, Rustamaji, Faisal, & Sari, 2025) emphasizes that the implementation of the agreement must be based on good faith as an instrument to balance the freedom of contract, while (Fayyad, 2023; Schwarcz & Stewart, 2025) describes the legal position of the debt and receivables agreement hidden behind the sale and purchase agreement. Other research by (Halimi, 2023; Sholichah, 2024) focuses more on the legal consequences of default in land sale and purchase agreements and the responsibilities of the parties and notaries when the agreement is linked to debt. However, these studies generally view the sale and purchase agreement and the debt agreement as separate legal relationships, without examining in depth the changes in the substance of the land sale and purchase agreement into a debt relationship through a court-approved settlement deed. In fact, judicial approval of a settlement deed has serious implications for substantive legal certainty and the protection of the injured party, especially when the original, authentic agreement has never been canceled. This gap in research is the main focus of this research.

This study aims to analyze the legal status of a land sale and purchase agreement that has undergone a substantial change into a debt-receivable relationship through a settlement deed ratified by the court from the perspective of Indonesian civil law. Specifically, this study aims to examine the validity of the change in terms of the provisions of the agreement and novation as regulated in the Civil Code, assess the application of the principles of legal certainty and good faith in court decisions that ratify the settlement deed, and evaluate the extent to which legal protection and substantive justice are provided to the parties, especially those in a weak position. Through this study, the research is expected to provide a conceptual contribution in the development of contract law and become a reference for judicial practice in assessing the legitimacy of a settlement deed that changes the substance of a land sale and purchase agreement.

This research is important because the practice of converting land sale and purchase agreements into debt-credit relationships through court-approved peace agreements is increasingly being used as a means of resolving civil disputes, despite the potential for creating substantive legal uncertainty. While the ratification of a peace agreement does provide formal legal certainty and enforceable power, in many cases it is carried out without the cancellation of the authentic land sale and purchase agreement, thus creating dualism of obligations and obscuring the legal standing of the parties. This situation has the potential to conflict with the principles of *pacta sunt servanda*, the principle of good faith, and the provisions of novation as stipulated in Article 1413 of the Civil Code. Meanwhile, previous studies generally discuss default, the validity of land sale and purchase agreements, or debt-credit agreements separately, without critically examining the legitimacy of changing the substance of the agreement through a court-approved peace agreement and its implications for the difference between formal and substantive legal certainty. Therefore, this study fills this gap by placing the peace deed as the focus of analysis to assess legal protection and substantive justice for the parties, especially those in a weak position.

RESEARCH METHODS

This research is a normative legal research that focuses on the analysis of legal norms and court decisions related to changing land sale and purchase agreements into debt-credit relationships through peace deeds (Negara, 2023). The approaches used include the statute approach, the case approach, and the conceptual approach. The statute approach is used to examine the provisions of the Civil Code, particularly Articles 1320, 1338, and 1413, which regulate the valid conditions of an agreement, the principle of *pacta sunt servanda*, and novation. The case approach focuses on analyzing court decisions that validate the peace agreement as the basis for changing the legal relationship between the parties, while the conceptual approach is used to examine the concepts of legal certainty and substantive justice based on the theories of Satjipto Rahardjo and John Rawls (Nusantara, Harahap, & Nusantara, 2025).

The legal materials used consist of primary legal materials in the form of laws and court decisions, secondary legal materials in the form of legal textbooks, scientific

journals, and relevant scientific works, and tertiary legal materials in the form of legal dictionaries and encyclopedias. All legal materials are analyzed qualitatively using normative-analytical analysis techniques, namely interpreting legal norms and court decisions systematically and conceptually to assess

RESEARCH RESULTS AND DISCUSSION

Results

The research results indicate that the dispute in Kupang District Court Decision Number 252/Pdt.G/2020/PN Kpg arose from a land sale and purchase agreement legally drawn up before a notary between Theodoris MC Rubian, the seller, and Hendra Hartanto, the buyer. The deed of sale and purchase complied with the formal and material requirements stipulated in Article 1320 of the Civil Code and was legally binding. The buyer made partial payments for the land but failed to make the final payment, citing a dispute over land ownership.

The research found that this failure to pay was not followed by the cancellation of the deed of sale through the proper legal mechanisms. Instead, the dispute proceeded to the Kupang District Court and culminated in the approval of a Deed of Settlement (*van dading*), which was subsequently homologated by the court. This deed of settlement substantially changed the legal relationship between the parties from a land sale and purchase agreement to a debt-to-account relationship, placing the seller as the debtor obligated to repay the money to the buyer.

The research results indicate that this change in legal relations created a dualistic relationship. On the one hand, the land sale and purchase deed, which served as the initial agreement, was never revoked, while on the other hand, the court validated the settlement deed, creating a new agreement with a different substance. This situation created uncertainty regarding the legal status of the object of the agreement, namely the land, which remained bound by the sale and purchase agreement but also served as the basis for a debt claim.

This change in legal relations also resulted in further disputes. After the seller's death, his heirs faced an execution process based on the settlement deed, which subsequently gave rise to third-party opposition (*derden verzet*) and a lawsuit to annul the settlement deed. This demonstrates that the settlement deed in question did not completely resolve the dispute but instead exacerbated the legal conflict.

The study found that subsequent decisions, both at the appellate level and in cases of objections and annulment suits, tended to emphasize the formal legal force of the homologated settlement agreement. The courts emphasized the principle of finality of the settlement agreement as an efficient form of dispute

resolution, without thoroughly assessing whether the agreement amendment met the requirements of novation and good faith as stipulated in the Civil Code.

The Kupang High Court decision upheld the first instance decision without reexamining the validity of the substance of the settlement agreement, while in cases of objections and annulment suits, the courts were faced with the legal standing of heirs and third parties not involved in the original settlement agreement. This finding indicates an inconsistency in legal protection for parties directly affected by the agreement amendment.

Based on the analyzed facts and decisions, this study found that converting a land sale and purchase agreement into a debt-receivable relationship through a settlement deed does not provide complete legal certainty. The resulting legal certainty is procedural and formal, but fails to guarantee substantial clarity of the parties' rights and obligations. Consequently, the settlement agreement, which was expected to provide a solution, actually creates new legal uncertainty and ongoing disputes.

To clarify the main empirical-normative findings derived from the analysis of the relevant facts and judicial decisions, the core results of this study are summarized in Table 1. The table systematically presents the key legal findings concerning the validity of the original land sale and purchase agreement, the transformation of the legal relationship through the settlement deed, the pattern of judicial reasoning, and the subsequent legal consequences arising from the court-approved settlement.

Table 1 Summary Finding Research

No.	Core Finding	Description
1	Validity of the Land Sale and Purchase Agreement	The land sale and purchase agreement was lawfully executed before a notary and constituted an authentic deed; however, it was never formally annulled despite the buyer's failure to complete the final payment.
2	Transformation of the Legal Relationship through a Settlement Deed	The settlement deed (<i>van dadang</i>) homologated by the court transformed the legal relationship from a land sale and purchase agreement into a debt-credit relationship without terminating the original contractual obligation.
3	Judicial Reasoning Pattern	The courts emphasized the formal legal force and finality of the settlement deed while refraining from a substantive examination of novation requirements and the principle of good faith under civil law.
4	Subsequent Legal Consequences	The settlement deed triggered further legal disputes involving the seller's heirs and third parties, including enforcement proceedings, objections, and actions see

Discussion

The research results show that the ratification of the peace deed (*van dading*) by the Kupang District Court in Decision Number 252/Pdt.G/2020/PN Kpg has provided formal legal certainty through a legally binding and enforceable decision mechanism. From a civil procedural law perspective, a court-approved peace agreement is viewed as a final and binding dispute resolution for the parties. However, the legal certainty established in this case is procedural in nature and does not yet address the substantial aspects of the parties' legal relationship.

(Aulia, Lestari, Latief, & Fajarwati, 2024), Legal certainty cannot be understood solely as adherence to formal norms and procedures, but rather must be interpreted as certainty that provides a sense of justice and real protection for legal subjects. In the context of this case, the formal legal certainty provided by the ratification of the peace deed actually leaves new legal uncertainty because the land sale and purchase deed as the initial agreement was never legally canceled. The dualism of obligations arising from the existence of two legal instruments with different substances shows that the law has not yet functioned as a means of organizing social relations in a just and rational manner.

Furthermore, Rahardjo emphasized that laws that are too legalistic and ignore the social context have the potential to lose their human dimension (Bickenbach, Kumkar, & Soltwedel, 2002; Setyawan, 2025). In this case, the legalistic approach is evident in the court's tendency to emphasize the finality of the settlement rather than testing the validity of the substance of the settlement agreement against the principle of good faith and the legal requirements of the agreement. Consequently, the resulting legal certainty is superficial because it fails to prevent further disputes involving heirs and third parties.

The research also shows that changing a land sale and purchase agreement into a debt-receivable relationship through a peace deed creates an imbalance in the parties' positions. From the perspective of Satjipto Rahardjo's theory of legal certainty, the law should function to protect vulnerable parties (Crock, 2016; Malgieri & Niklas, 2020). However, in this case, the ratification of the peace deed unilaterally shifts the burden of risk to the seller and their heirs, without adequate legal protection mechanisms.

The principle of good faith as stipulated in Article 1338 paragraph (3) of the Civil Code is an important instrument to ensure that legal certainty does not stop at normative certainty, but also reflects substantive justice. When a peace deed is used to change the substance of an agreement without canceling a valid sale and purchase deed, legal certainty loses its moral legitimacy. In Rahardjo's framework, this condition indicates the failure of the law to carry out its progressive function as a means of liberating and protecting rights.

From the perspective of John Rawls' theory of justice (Rawls, 2016), The research results show an imbalance of justice in the transformation of a sales agreement into a debt-receivable relationship. The principle of justice as fairness demands equality of position for the parties (equal basic liberties) and a guarantee that the resulting inequality must provide the greatest benefit to the most disadvantaged party. (Faiz,

2009). In this case, the change in the agreement actually worsens the economic and legal position of the seller and his heirs, thus contradicting this principle.

Rawls also emphasized the importance of conditions free from pressure and power imbalances in the formation of agreements (Follesdal, 2015). The research results show that the peace agreement was born in a situation of active dispute and litigation pressure, which in fact affected the parties' freedom to determine their will. Therefore, theoretically, the peace agreement did not fully meet the standards of justice as a fair and rational agreement.

The change in legal relationships through a settlement deed also reflects structural injustice in civil dispute resolution practices. Within Rawls's framework, the law should be designed to prevent the emergence of structures that systematically disadvantage certain groups. However, in this case, the court-sanctioned settlement mechanism actually created new inequalities, particularly for heirs who were not directly involved in the initial agreement.

This injustice was exacerbated by the court's emphasis on efficiency and finality in dispute resolution, without considering the long-term impact on property rights and land ownership security. Therefore, the results of this study confirm that without substantive review of the contents of a settlement deed, the principle of justice as fairness is not achieved, and the law has the potential to become a tool for legitimizing injustice.

Based on the research results and discussion, which demonstrate the lack of substantive legal certainty and structural injustice in the transformation of a land sale agreement into a debt-to-debt relationship through a settlement deed, this study offers several ideas for the future: First, a reconstruction of the role of judges in validating a settlement deed is needed, particularly in civil cases involving property rights to land. Judges should not only act as formal legitimators of the parties' agreements, but also as guardians of substantive justice. Ratification of a settlement agreement must be accompanied by an examination of the substance of the agreement, particularly regarding the enforceability of the initial agreement, compliance with the principle of good faith, and the potential for disproportionate losses to either party. This approach aligns with Satjipto Rahardjo's progressive legal ideas, which position judges as active actors in achieving justice.

Second, this study proposes strengthening normative standards for settlement deeds (*van dading*) through judicial guidelines or technical regulations of the Supreme Court. These standards should emphasize that a land sale and purchase agreement can only be converted into a debt-receivable relationship if the original agreement is legally terminated or meets the requirements for novation as stipulated in Article 1413 of the Civil Code. Thus, settlement deeds should no longer be positioned as instruments that can obscure the legal status of obligations and property rights.

Third, going forward, a legal protection model for vulnerable parties, particularly sellers and heirs in land sale and purchase disputes, needs to be developed. This protection can be realized through the obligation to provide balanced legal disclosure before signing a settlement deed, as well as limiting the use of settlement

deeds in situations of significant litigation pressure. This idea reflects John Rawls' principle of justice as fairness, which demands that the law not reinforce structural inequalities.

Fourth, this study opens up space for conceptual reform in Indonesian contract law, particularly regarding the relationship between formal legal certainty and substantive justice. Going forward, legal certainty should not be understood simply as the finality of decisions, but rather as a condition that ensures the continuity, clarity, and fairness of legal relationships. Therefore, the integration of the principles of *pacta sunt servanda*, good faith, and protection of property rights needs to be reaffirmed in civil court practice.

Fifth, academically, further research should be directed toward comparative studies across decisions and jurisdictions to examine how courts in other countries assess agreement changes through conciliation mechanisms. Such studies would not only enrich the national civil law literature but also provide an empirical basis for establishing standards of justice in civil dispute resolution in Indonesia.

The novelty of this research lies in its critical analysis of the use of a peace deed (*van dading*) as a legal instrument transforming a land sale and purchase agreement into a debt-receivable relationship, emphasizing the emergence of dual obligations resulting from the absence of a valid revocation of the initial agreement. This research does not view the peace deed solely as a procedural mechanism for resolving disputes, but rather as a legal construct with normative and structural implications for the enforceability of the agreement and the protection of the parties' rights.

Unlike previous research, which generally views *van dading* as a final and binding dispute resolution, this study demonstrates that the ratification of a peace deed by the court has the potential to create substantive legal uncertainty if the substance of the peace agreement conflicts with the original, still valid agreement. This situation is evident in the emergence of new agreements without the annulment of old ones, creating uncertainty regarding the rights and obligations of the parties, particularly in agreements involving property rights to land.

The novelty of this research also lies in the use of a layered analysis of a series of interconnected court decisions, from the peace agreement to subsequent decisions arising from the implementation of the agreement. This approach reveals that peace agreements do not always end conflicts but can instead become a source of new disputes. By integrating Satjipto Rahardjo's theory of legal certainty and John Rawls' theory of justice, this research offers a new perspective in assessing the validity and fairness of civil dispute resolution, while emphasizing the importance of balancing formal legal certainty and substantive justice in judicial practice.

The novelty of this research can be understood more systematically through comparison with previous research as shown in table 2 below.

Table 2. Summary Novelty Research

Analytical Aspect	Previous Studies	This Study (Novelty)
Object of Analysis	Settlement deed (<i>van dading</i>) as a dispute resolution instrument	Settlement deed as a legal construct that alters the substance of contractual obligations
Position of <i>Van Dading</i>	Regarded as a final and binding dispute resolution mechanism	Positioned as an object of normative critique with the potential to generate new legal problems
Analytical Focus	Formal validity and executorial force of court decisions	Substantive impact of court-approved settlement deeds on the original contract that remains unannulled
Core Legal Issue	Resolution of civil disputes	Dualism of obligations and substantive legal uncertainty
Methodological Approach	Analysis of a single court decision	Layered analysis of a series of judicial decisions (settlement, appeal, objections, and subsequent lawsuits)
Theoretical Framework	Contract law and civil procedural law	Integration of Satjipto Rahardjo's theory of legal certainty and John Rawls' theory of justice
Main Findings	Settlement effectively terminates the dispute	Settlement may generate new disputes and structural injustice
Scholarly Contribution	Descriptive and procedural	Conceptual and critical: redefining legal certainty and justice in civil dispute resolution

CONCLUSION

This study concludes that the ratification of the peace deed (*van dading*) in Kupang District Court Decision Number 252/Pdt.G/2020/PN Kpg does provide formal legal certainty, but does not guarantee substantive legal certainty. The transformation of a land sale and purchase agreement into a debt-receivable relationship without validly revoking the initial agreement has created a dualistic relationship, obscured the rights and obligations of the parties, and triggered further disputes. These findings indicate that dispute resolution through a peace deed does not always translate into fair legal protection, particularly in cases involving property rights to land.

Theoretically, this study confirms that legal certainty enforced through legalistic means is not necessarily in line with just legal certainty as proposed by Satjipto Rahardjo and does not fulfill the principle of justice as fairness according to John Rawls. This study contributes by offering a critical perspective on the practice of peace deed ratification in Indonesian civil law, but it has limitations due to its focus on a single set of cases and its normative approach. Therefore, further research using a comparative or empirical approach is needed to more broadly assess the substantive implications of peace deeds in civil justice practice.

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