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## Contradiction of Waiver Clauses Articles 1266 and 1267 of the Civil Code in Standard Contracts

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### Abstract

In a standard contract, one party can waive Articles 1266 and 1267 of the Civil Code. As a result, one of the parties will default or not fulfill the terms of the agreement, preventing the need for the deal to be annulled by a court and instead allowing it to be terminated by the parties themselves. However, in this case, there is a contradiction in the overriding clause of the article. In this research, we conducted a case study of rejecting overriding this clause in credit card agreements. The research results show that this article should not be excluded because it will result in reduced protection for both parties, and there is a need to balance the positions of both parties by upholding the principles of justice.

**Keywords:** Law, Standard Contracts, Waiver Clauses

### 1. Introduction

Developments greatly influence the social life of today's society. Buying and selling goods has changed from being done through face-to-face and cash-to-cash agreements to using an agreed method with a credit card payment system. In cities moving towards a more urban or cosmopolitan lifestyle, credit has evolved into a lifestyle symbol and a component of the human community. Credit cards are a type of cashless payment. Credit cards can be used for purchases, cash withdrawals, and obligations resulting from economic activities. The issuer or acquirer fulfills the cardholder's payment obligations in advance, and the cardholder is then required to make payment at the scheduled time, either in full (for card bills) or in installments.

The cashless payment method is a credit card. When the cardholder's payment obligations are assumed in advance by the acquirer or issuer, and the cardholder is required to make timely payments, a credit card may be used to pay charges originating from economic activities, including retail purchases and/or cash withdrawals. Agreed either in full (by credit card) or in installation.

Customers are expected to become more dedicated, and businesses are expected to manage client data more effectively going forward. John Biggins of Flatbush National Bank in Brooklyn invented the "Charge-It" payment mechanism in 1946. Therefore, this type of credit card is a credit card that is paid every month after billing and without paying interest. Therefore, there are only 2 (two) parties competing. The first party is the merchant in its capacity as the card issuer, and the second party is the cardholder—the client. The shape of a credit card is almost the same as an ATM or debit card. Similar to ID cards, credit cards usually have set sizes and come in various designs and colors. Credit card attributes are the bank logo, card number, owner's name, card expiry date, international payment business logo, chip, magnetic strip, and signature panel.

Around the 1980s, credit cards made their debut in Indonesia. This was first introduced by Bank Duta, which then collaborated with MasterCard International and VISA. Previously, only the wealthy, successful, influential, and upper class were the target market for these credit card companies. Data Bank is currently known only by its name and its past. For the first time, Citibank entered Indonesia, focusing on credit card products and using the Citibank name and

emblem. Surprisingly, Citibank has consistently achieved banking success, enjoying several perks and gaining widespread recognition. Citibank credit cards were widely circulated in the 1990s. However, Citibank is currently in decline due to intense competition,

According to the author's statistics, the number of credit cards issued was more than 13.57 million in Indonesia in 2010. This shows a 30% growth in credit card issuance over the previous six years. Or 5% per year. As of June 1, 2017, the credit card interest payments regulatory framework changed from 2.95% to 2.25%. Eni V. Panggabean, Executive Director of the Payment System Policy Department of Bank Indonesia, said that the credit card interest limitation, or capping off to a maximum of 2.25% per month or 26.95% per year, will come into effect in June 2017. Credit card interest is decreasing. Credit card users must be more enthusiastic about using plastic money as a means of payment. According to Bank Indonesia, domestic banks will immediately comply with the central bank's limits or restrictions on credit card interest rates.

According to the Indonesian Credit Card Association (AKKI) 2019, the value of credit card transactions last year reached IDR 305 trillion, an increase of only 5.6% from IDR 288 trillion in the previous year. According to AKKI, there were 330.14 million credit card transactions last year, a rise of 3.4% from the prior year. At the same time, the number of credit cards at the end of the previous year was 17.23 million, up just 1% from 17.27 million cards.

You will be asked to provide a contract or agreement to submit a request for credit card ownership to the bank. Credit cards are the quickest and most accessible form of credit to receive. Simple documents such as photocopies of ID cards, pay slips or income letters, photos, and other relevant certificates are all required. The fact that credit cards are widely used for small, high-volume transactions is another benefit of using them.

The subject of freedom of contract in Indonesian legal rules is not pure or absolute to provide the most expansive possible space for every law to agree. Still, this freedom is limited by law, morality, and generality. Only individuals who cannot enter into agreements are subject to legal regulations. Article 1330 of the Civil Code regulates this. From this clause, everyone can choose the party they want to agree with as long as that party is incapable. Furthermore, it is stated in Article 1331 of the Civil Code that an agreement with a party who is (deemed) incompetent according to Article 1330 of the Civil Code is valid as long as the party who does not fulfill the requirements does not agree to it.

A contract or agreement is considered void according to Article 1320(1) of the Civil Code if it is made without the consent of the people concerned. This suggests that the other party's requirements limit either party's ability to break the deal. In other words, the agreement of the parties determines the boundaries of the contract. Following Article 1320 Paragraph 2 of the Civil Code, it also guarantees people's ability to make agreements. To agree to a deal. According to statutory regulations, people who are unable to agree are not free to do so. Article 1330 of the Civil Code states that minors and people in detention do not have the right to give consent. Article 1320 paragraph (3) of the Civil Code mandates that the object of the agreement must be identified. A compact or achievement must be achieved within a specified agreement. Achievements must be clear or, at least definable. What is agreed needs to be clearly defined? As long as anything can be calculated or determined, it does not need to be expressed.

To clarify the rights and obligations of both parties if a conflict arises during the implementation of the agreement, performance requirements must be precise or manageable. The agreement is deemed to have no purpose, and the legal consequences are void if its performance is ambiguous or deemed unclear, which prevents the contract from being implemented. Article 1320 of the Civil Code, paragraph jo. 1337, states that it is against the law for the parties to agree freely about the cause.

The law states that a cause, or cause, is valid if it does not violate the law and does not

violate morality or common decency. An agreement that contains non-halal justifications will result in the law being void. Article 1332 of the Civil Code further regulates the object of a contract by stating that only goods that can be achieved can be the subject of a contract. Therefore, only goods of economic value can be the subject of a contract, per article.

Therefore, Article 1338 paragraph 3 of the Civil Code which states that an agreement is only made in good faith, also provides freedom to make agreements. Consequently, the terms of the contract cannot be changed at will by the parties; rather, they must be performed adequately. For example, contracts made in bad faith can be revoked due to legal consequences. A judge is a contract, according to the Asikin Kusuma Atmadja article, if an agreement deviates from social norms, which are relevant to whatever is required as freedom of contract. As a result, the freedom outlined in Article 1338 of the Civil Code is no longer limited, indicating that in some conditions, the law can analyze, evaluate and declare that the positions of the parties are not equal. It is considered not free for either party to express their wishes. to emphasize that there is no absolute freedom of contract because the parties are equal. Consistently, one side is more powerless than the other.

This is known as *misbruik van omstandigheden* in moral law (abuse of opportunity or circumstances). When establishing willingness to consent, the category of incompetence may include abuse of opportunity. This is justification for declaring worthless any agreement that does not Regulated by law but subject to legal interpretation. In theory, the purpose of law as a collection of rules that regulate how people should behave in social organizations is to uphold justice and order in everyday life. This refers to the proverb *Ubi Societas Ubi us*, which states that judges or the rule of law exist wherever a society is.

According to the law, the requirement to create opportunities or circumstances is seen as an element that limits or interferes with the parties' free will to decide on an agreement. In other words, participating in someone else's event does not make the terms or purpose of the contract illegal (lawful causation). The situation forces the persecuted will to have no freedom. Foreigners call defects in wills *wilsgebreken* or defects in consent. A covenant defect is referred to as a defect of choice. However, it may initially seem like there is an understanding that if a contract involves intentional weakness, the agreement is not based on the parties' free will. In effect, this defect indicates that there is no contract.

There are many indicators of economic strength that judges can consider. Suppose it turns out that the terms agreed upon are irrational, inappropriate, or inhumane. In that case, the judge must determine precisely which elements are excessive, degrading, or cruel. Likewise, if the debtor appears distressed (positive *dwang*), it is necessary to determine whether an economic error occurred. Furthermore, if the debtor is forced into a contract with onerous terms, such a situation can be described as one where the value and outcome of the agreement is drastically disproportionate to the mutual success of the parties.

In its most basic sense, a business contract is an agreement between two or more parties to carry out commercial transactions. Many legal experts explain contracts or agreements; each expert highlights different aspects of the document that they believe are particularly important. 13 An agreement between two or more parties results in obligations that are enforceable or recognized in law, according to one of the definitions of contract found in Black's Law Dictionary. An agreement between two or more parties results in obligations being imposed or distinguishable from the obligations regulated by law.

In addition, the Prize clarifies the meaning of a contract as an agreement, a transaction in which the law offers compensation for breach of contract or a deal in which the law assumes the performance of the contract as a responsibility. 15 Based on this understanding, the maker of a covenant is a promise or promise and, in response to a refusal or violation of the law, establishes obligations or provides remedies for those who break the deposit with a penalty for

doing so, which each party must comply with. Each contract consists of at least two bidders (an offeror is the party who makes an offer to enter into a contract). The party to whom the guarantee is offered is the proposed party (offeree).

The following is a list of the legal components of an agreement or contract: 1. The existence of statutory regulations. Agreements have two categories of restrictions: written and unwritten rules. The legal principles of written agreements are those contained in laws, agreements, and jurisprudence. On the other hand, unwritten contract law refers to laws that develop naturally in society, such as freelancing, annual buying and selling, etc. This legal theory is rooted in customary law. 2. Legal Topics Rich people are another word for legal subjects. A rich person is someone who upholds legal obligations. In this case, creditors and debtors are legal subjects in contract law. The person in debt is the debtor, not the person who owes the debt to the creditor. 3. Achievement determines the existence of achievements, debtor responsibilities, and creditor rights. Achievement usually requires giving, acting, and doing nothing. 4. Command language As stated previously, there are four conditions for the validity of an agreement according to Article 1320 of the Civil Code, and one of these conditions is the use of the word "agreement" (consensus). An agreement is a statement of the parties agreeing to each other's wishes. 5. Legal Consequences Every agreement reached by the parties will have legal impacts. Rights and obligations arise as a result of law. An agreement is a statement of the parties agreeing to each other's wishes. 5. Legal Consequences Every agreement reached by the parties will have legal impacts. Rights and obligations arise as a result of law. An agreement is a statement of the parties agreeing to each other's wishes. 5. Legal Consequences Every agreement reached by the parties will have legal impacts. Rights and obligations arise as a result of law.

The obligations described in the third book of the Civil Code form the basis of the contract. An agreement is a legal relationship between two people (regarding property) that gives one authority to demand something from another while obliging the other to fulfill it. This agreement is open, meaning that every person is free to enter into agreements regulated by law and which are not. The provisions of Book III of the Civil Code apply to credit card agreements because they are specific arrangements. Business actors who have work contracts in their daily business activities have a broad interpretation of everyone's freedom to agree. One of them is the authority to override the rules of Article 1266 of the Civil Code.

This article concerns reciprocal agreements, which means that if a condition is fulfilled due to a breach of contract, it will be used to terminate the contract or resolve the dispute through a court decision. 17 Debtors feel disadvantaged because debts are piling up because many problems arise apart from the interest rate. Due to the reckless use of credit cards, many people accumulate debt. Then, credit cards often allow us to make bill payments with minimal value. Currently, 10%. Thus, debtors are only allowed to pay Rp. One million for a debt of Rp. 10 million. Of course, making payments is simple. This requires costs because of the high-interest rate charged on the debtor's remaining balance of IDR 9 million, which must be paid at maturity in the following month. Credit cards have a higher failure rate because they include unsecured loans. As a result, many banks charge hefty interest rates on credit cards. The extraordinary financial disaster that the debtor will experience will begin here. Due to credit card interest charges, which may be as high as 2.25% per month or 27% per year,

The use of legal agreements or "standard contracts" in banking credit agreements is driven by two (two) factors, namely: 1) The relationship between the bank and the debtor not balanced; the bank plays a more dominating role than the debtor. 2) The Bank has complete discretion over the structure and content of the agreement, which is understood as unlimited freedom of contract without restrictions. So that the default clause regulated in Articles 1266 and 12 of the Civil Code in the agreement can be formulated freely by the bank regarding its

form and content. The court must request compensation in case of breach of contract, and the judge can decide the type for the parties by court order, according to Article 1266 of the Civil Code.

Conditions arising from a contract or agreement do not hurt either party. A credit card contract or agreement may contain provisions that partly or wholly refer to paragraphs 1266 and 1267 of the Civil Code. Therefore, it is necessary to evaluate the articles above so that if there is a default or non-fulfillment of the agreement by one of the parties, b) the party whose agreement is not fulfilled can force the other party to fulfill the contract or sue, and c) an agreement can only be based on the understanding of the parties (Article 1266) and (Article 1267). Muljadi and Widjaja explain the legal consequences of assessing these articles: Third-party rights granted in connection with a contract or agreement that the parties have canceled cannot be withdrawn or removed by the parties. Or the deal they did once again. (For further details, see the provisions of the Civil Code regarding Articles 1340 and 1341). This can only eliminate any potential impact between the parties in the future. All parties are returned to their original position by the judge's annulled agreement, which is accompanied by various legally enforceable rights for the benefit of several parties.

Articles 1266 and 1267 of the Civil Code contain exemption clauses and are increasingly used in all contracts today. If the parties do not support the cancellation of the conditions, there will be no problem regarding abandoning the articles. However, if the parties keep it, it will be a problem because the settlement will involve a third party who can assist the parties in obtaining justice. The agreement does not return to its original state as a legal consequence of deleting specific articles. Still, it only applies to the agreement and understanding between the parties bound to the contract. As a result of this agreement, all obligations to third parties resulting from it must still be fulfilled by the parties. Many debtors want to carry out their duties according to their abilities. However, this offer is not always accepted due to problems arising from using credit cards, which make the debtor feel that they have significant value obligations, which should be caused by the large amount of interest that appears. Therefore, debtors need legal protection to receive and carry out their rights and responsibilities by the applicable provisions in a credit agreement.

## **2. Method**

This research method, known as normative legal research, focuses mainly on legal analysis and procedures related to claiming rights against legally defective notarial deeds. The statutory method used in this research requires researchers to understand and evaluate applicable law and identify legal options available to interested parties. Data sources in this research include primary, secondary and tertiary sources. Primary sources include statutory regulations, court decisions, and relevant notarial deeds. Secondary sources include legal literature, views of legal experts, and relevant lecture or seminar notes. Tertiary sources are legal references such as legal encyclopedias or legal guides. This research requires careful legal analysis regarding the efforts that can be made by interested parties to claim their rights in cases of defective notarial deeds. This includes an assessment of applicable laws and regulations, related case law, and relevant legal principles. The deductive reasoning method is used to assess facts qualitatively. This means that the research bases its conclusions and findings on existing laws and then applies them to the concrete situation under study. This approach allows researchers to understand the legal implications of a particular situation and produce recommendations that comply with the applicable legal framework. Thus, this research provides an in-depth understanding of the legal actions that interested parties can take when they face a defective notarial deed, and this is based on careful legal analysis and deductive reasoning. The statutory method allows the researcher to identify the relevant legal framework and present a clear and substantial legal view of the case under study.

### 3. Result and Discussion

Credit cards can be used to pay for expenses related to economic activities, such as shopping and/or cash withdrawals, where the cardholder's payment obligations are fulfilled first by the issuer, and it is the cardholder's responsibility to make the payment at the agreed time. -on time, both in cash and bills.<sup>19</sup> Credit Cards function as a means of payment, specifically for purchasing transactions at merchants or for cash withdrawals (cash advances). What does it mean to use a credit card for purposes other than its intended purpose, such as extending credit or paying for other credit installations?

Taking advantage of credit cards will have some uncontrollable consequences. Using a credit card can cause various problems, including errors or unauthorized charges, excessive interest rates, credit card rejections, due dates that do not match the paycheck date, and failure to pay bills on time. Or at all, liability for third-party fees, loss of card magnetism, incorrect accounts on credit reports, and inability to make payments. The user, the credit card provider, or the credit card technology system can all be at fault for problems arising from using these credit cards.

Many problems that credit card users and borrowers often ignore develop due to their carelessness or negligence. Additionally, situations often go unresolved because the debtor does not need to act in any particular way to resolve them. Get a credit card immediately, enough to encourage debtors to do so and use it without explicitly calculating how much they can afford to spend. However, credit card use often has technology-related problems. This technology has received considerable support from operators. Credit card users may suffer from technology operator errors.

Likewise, mistakes made by credit card companies result in losses that ultimately fall on credit customers. In these circumstances, there should be an asymmetrical but symmetrical relationship between credit card users and issuers, including technology companies that work with credit card providers. Highly unequal relationships require government involvement to protect the weak. Establishing norms and/or legal rules is one of the instruments for providing protection. Legal protection is a means of building an unbalanced connectivity network.

Debtors examine various factors when deciding whether or not to fulfill their obligations. Make sure any credit card-related problems directly have legal consequences for the debtor. Unsurprisingly, the first arrangement, which places debtors and credit card issuers in opposing positions, is considered unfair. Debtors who use credit cards feel an imbalance in position between themselves and creditors who are credit card issuers. This often happens because credit card companies harm consumer debtors. As a customer, the debtor cannot take much action to resolve the problem because the credit card issuer's task is undoubtedly more excellent. For this reason, credit card borrowers need legal protection.

Using norms to foster proportional relations, the state aligns itself with parties in a weak position due to asymmetrical relations and provides legal protection. Credit card debtors need legal protection because it is one way to enforce the law when carrying out economic activities. Legal protection is essential because there is a balance between credit card providers. Of course, credit card issuers want to maximize profits for cardholders by applying economic considerations. This is considered quite detrimental to debtors who use credit cards.

### 4. Conclusion

Justice is the primary goal of the law. Gustav Radbruch states, "The law of will is for justice" (*Recht Ist Wille Zur Gerechtigkeit*). To provide a wide variety of definitions of justice, experts and laypeople often ask what "fairness" is. According to Ulpian<sup>11</sup>, justice is defined as "*Justitia Est Constans Et Perpetua Voluntas Ius Suum Cuique Tribuendi*" (justice is a will

that continually and continually gives to each person what is his or her right) or "Tribuere Cuique Suum" ("Granting His Own Will to Each People," offering to everyone what is their right). In this formulation, a person's rights towards others and what should be his share are explicitly recognized. Julianus 12 in *Corpus Ludus Civilis*:

Meanwhile, Rawls argues in his writings that it is wrong to ignore the rights of just one or a small number of people for the sake of greater economic benefits for society. According to the same concepts underlying social welfare law, this mindset is incompatible with justice as justice. Therefore, freedom and equal rights must not conflict with economic interests. Social decisions that have consequences for everyone involved or society should be made with rights (rights-based weight) rather than profit in mind (good-based weight). Therefore, everyone can enjoy justice as fairness. In this case, Rawls refers to "justice as justice," based on the ideals of reason, liberty, and convenience. Therefore,

According to Rawls, the author emphasizes that justice should be defined as "equality of status and rights", not "equality of results" that all can achieve. This is based on the explanation given above. When the result of a justification for legislation. Discussing the parties' contractual arrangements is not relevant to issues of fairness. A contract or agreement serves as a platform to unite parties and demand a fair exchange of interests.

When a debtor uses a credit card, the relationship between the bank and the customer resulting from that interaction results in two sides of responsibility: the bank's legal and client's obligations. The parties' oral and written agreements must adhere to the principles of contract law and not violate the provisions of the Civil Code regarding agreements, significantly Articles 1266 and 1267. The legal requirements of the agreement must be adhered to in the agreement. Because the debtor does not fully understand the terms and contents set by the issuer, the contract is detrimental to one of the debtors who use a credit card as a consumer. In a situation like this, it is felt that the card issuer is being wronged, which is a strong position of the opposing party. Every decision taken by the state or by the institution/institution chosen to carry out the assignment must consider whether it is directly or indirectly related to society because it must have a higher social interest, especially in improving society's welfare. It needs to be underlined that a policy that in its implementation, does not support the interests of the people itself is a justification that is usually used for the public interest.

Although the implementation of a banking credit agreement in the form of a standard contract is more practical because the creditor has decided the terms of the agreement, in practice there are situations where the creditor burdens the creditor's rights as heavily as possible when including debit rights. as economical as possible. Likewise, credit card agreements in the form of standard agreements only meet the creditor's minimum requirements; However, the debtor is responsible for the maximum amount of the debt. As a result, it is proven that the debtor has significant deficiencies in the justice department. The fairness of credit agreements in standard contracts does not satisfy the sense of justice between individuals, especially debtors. A study of the current state of the deal provided by the creditor to the debtor is necessary. All credit agreements must refer to Indonesian laws and regulations to protect the borrower's rights and obligations without violating any provisions in the Civil Code. In the future, the rights and obligations of each party to the agreement must ensure fairness for both parties regarding the creditor itself, which is regulated in the contract.

## 5. References

- Naja, H. D. (2006). *Contract Drafting Seri Keterampilan Merancang Kontrak Bisnis*. Citra Aditya Bakti.
- Salim, H. S. (2021). *Hukum kontrak: Teori dan teknik penyusunan kontrak*. Sinar Grafika.



- Irmawati, I., & Hermuningsih, S. (2011). Perkembangan Kartu Kredit di Indonesia. *Jurnal Manajemen*, 1(1), 5-13.
- Ambar, R. M., Santoso, B., & Widhiyanti, H. N. (2017). Kajian Yuridis Pengesampingan Pasal 1266 dan Pasal 1267 Kitab Undang-Undang Hukum Perdata sebagai Syarat Batal dalam Perjanjian Kredit Perbankan. *Perspektif Hukum*, 65-89.
- Asmawati, A. (2015). Analisis Yuridis Penyalahgunaan Kartu Kredit terhadap Para Pihak dalam Perjanjian Jualbeli. *Jurnal Ilmu Hukum Jambi*, 6(1), 43312.
- Herryiani, M. F., & Hutajulu, M. J. (2020). Pengesampingan Pasal 1266 Dan Pasal 1267 Kuhperdata Dalam Perjanjian Kartu Kredit. *Jurnal Ilmu Hukum: ALETHEA*, 4(1), 1-20.
- Mulyani, T. (2016). Penerapan Asas Kebebasan Berkontrak Dalam Perjanjian Jual Beli Dikaitkan Dengan Batalnya Suatu Perjanjian Disebabkan Oleh Wanprestasi. *Jurnal Hukum Media Justitia Nusantara*, 6(1).
- Nuraini, H., Dauri, D., & Andreas, R. (2020). Paradigma Interpretif Konsep Penyalahgunaan Keadaan (Misbruik Van Omstandigheden) Pada Perjanjian Kredit Perbankan. *Refleksi Hukum: Jurnal Ilmu Hukum*, 4(2), 259-280.
- Suheri, A. (2018). Wujud Keadilan Dalam Masyarakat Di Tinjau Dari Perspektif Hukum Nasional. *MORALITY: Jurnal Ilmu Hukum*, 4(1), 60-68.
- Sutiyoso, B. (2013). Penafsiran Kontrak Menurut Kitab Undang-Undang Hukum Perdata dan Maknanya Bagi Para Pihak yang Bersangkutan. *Jurnal Hukum Ius Quia Iustum*, 20(2), 207-233.
- Yunus, A. (2017). Aspek Keadilan Perjanjian Baku (Standard Contract) Dalam Perjanjian Kredit Perbankan. *Maleo Law Journal*, 1(1), 106-118.