BREACH OF CONTRACT IN COMMERCIAL GUARANTEE RELATIONSHIPS: AN ANALYSIS OF DISTRICT COURT DECISION NO. 127/PDT.G/2022/PN JKT.PST

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Abstract

This research examines the legal construction of default in commercial guarantee relationships, focusing on the analysis of District Court Decision No. 127/Pdt.G/2022/PN Jkt.Pst. The background arises from the growing complexity of modern business contracts that position guarantors as equivalent to primary debtors, thereby shifting the legal function of guarantees. This research seeks to examine the legal aspects basis of guarantor liability in cases of debtor default and to assess the judicial interpretation trends regarding contractual obligations. The research applies a normative-juridical approach by reviewing primary legal materials, including primary sources like statutes and judicial rulings, along with secondary materials such as legal literature and journals scholarly. The findings indicate that the court adopted a progressive interpretation of the pacta sunt servanda and good faith principles as the basis for imposing liability on guarantors. The decision reflects a paradigm shift from a formalistic to a contextual and proportional approach that prioritizes substantive justice over mere textual certainty. The study concludes that the standardization of commercial guarantee contracts and consistent jurisprudence are essential to ensure balance between creditor protection and guarantor fairness in commercial transactions.

Keywords: Breach of Contract; Commercial Guarantee; Justice Principle

INTRODUCTION

In the ever-evolving world of business, legal relationships have become increasingly complex, particularly with respect to commercial guarantees (Adichandra & Setianingrum, 2022). Such guarantees are generally established to provide certainty to creditors in the event that the debtor fails to fulfill its obligations. Thus, the agreement is not merely an expression of trust but also a legal instrument designed to ensure business certainty amid fluctuating economic conditions. Issues arise when one of the parties fails to honor its commitments—an act recognized in law as breach of contract (Djatmiko et al., 2022). The law of obligations emphasizes the balance between rights and duties; when a party violates the principle of pacta sunt servanda (that agreements must be observed and are binding as if they were law), such conduct constitutes breach of contract (Amalia, 2012).

In practice, guarantee agreements are frequently employed in various forms of business cooperation, such as bank loans, finance leasing, or trading contracts. Should the debtor default, the guarantor may be called upon to assume the obligation (Kharisma, 2023). It is at this juncture that debates commonly arise: to what extent does the guarantor's liability extend? According to Joko Sriwidodo and Kristiawanto, this issue is critical because misinterpretation of the contents of the agreement frequently occurs (Sriwidodo & Kristiawanto, 2021). Numerous cases ultimately reach the courts due to differing views between the parties regarding liability and the form of the breach.

Within the civil law doctrine that remains the primary legal foundation in Indonesia, the accessory nature of a guarantee continues to be affirmed as one of the most fundamental characteristics of borgtocht. As clearly explained by Siti Ismijatie Jenie and her team, a guarantee agreement never stands alone; it is invariably "attached" to and entirely dependent upon the existence and validity of the principal agreement (Jenie et al., 2019). This means that the guarantee agreement possesses legal force only as long as the credit agreement or the principal agreement between the debtor and the creditor remains valid and binding (Maulana et al., 2022). Conversely, if the principal agreement is void, voidable, or has terminated, the legal bond binding the guarantor automatically ceases forthwith.

Furthermore, this accessory character carries significant consequences with regard to the order of recourse: the guarantor is, in principle, liable only on a subsidiary basis. The guarantor cannot be immediately drawn into the obligation to pay upon the occurrence of one or two missed installments. The creditor is first required to prove that the principal debtor has indeed committed a breach of contract—whether by complete non-payment, material delay, or performance that does not conform to what was agreed—and that the debtor is truly unable or unwilling to meet its obligations. Only after this evidentiary requirement has been satisfied does the legal avenue open fully for the creditor to enforce civil liability against the guarantor (Ashibly, 2018).

This position in fact constitutes the final bulwark of protection for the guarantor, particularly individual guarantors or corporate guarantors who do not exercise full control over the debtor's management (Kharisma, 2023). In the absence of the prior obligation to prove the debtor's breach, the guarantor would easily become the "first victim" whenever liquidity shocks occur within the debtor, even if such shocks are temporary or resolvable. This is precisely what scholars mean when they assert that the guarantor's rights and obligations are engaged only after the principal debtor has been legally proven to be in default or to have breached the agreement.

Regrettably, modern banking and financing practices have significantly bypassed the classical subsidiary and accessory principles through the widespread use of joint and several liability clauses, waivers of excussion and division, and corporate guarantee structures deliberately drafted to resemble common-law suretyship rather than traditional borgtocht (Hidayat, 2018). This contractual engineering has triggered a profound paradigm shift in Indonesian guarantee law: from a purely accessory and subsidiary obligation — where the guarantor is only a "last-resort" party whose liability strictly depends on the proven default and insolvency of the principal debtor — to a functionally independent and quasi-primary obligation, especially when the guarantor is a corporate entity within the same business group.

In contemporary commercial transactions, corporate guarantees are no longer mere safety nets but are deliberately positioned as an integral part of the creditor's primary recovery mechanism. Creditors are contractually and judicially permitted to proceed directly and simultaneously against the corporate guarantor — often even before the principal debtor is formally declared in default or bankrupt. This transformation effectively elevates the legal and economic function of the guarantee from "accessory protection" to "parallel or independent liability," thereby eroding the traditional protective doctrines enshrined in Articles 1820–1850 of the Indonesian Civil Code while significantly enhancing creditor certainty and liquidity.

It is precisely this ongoing shift from accessory to functionally independent liability that forms the central theoretical and practical backdrop for analyzing Central Jakarta District Court Decision No. 127/Pdt.G/2022/PN Jkt.Pst. In that ruling, the court did not insist on strict proof of the debtor’s exhaustion or on the subsidiary nature of the guarantee. Instead, it imposed direct liability on the corporate guarantor by emphasizing the principles of good faith, proportionality, and the broader binding force of pacta sunt servanda in a commercial context. The decision therefore exemplifies how Indonesian courts are gradually legitimizing and institutionalizing the more independent character of modern commercial guarantees.

By examining this landmark decision, the present research aims to reveal the extent to which Indonesian jurisprudence has accommodated — and even accelerated — the transformation of guarantee obligations from purely accessory instruments into functionally independent ones, and to propose recommendations for restoring a fairer balance between creditor protection and guarantor rights in commercial practice.

Based on the foregoing, the objective of this research is to analyze the legal construction of breach of contract within the framework of commercial guarantees, with particular focus on how Central Jakarta District Court Decision No. 127/Pdt.G/2022/PN Jkt.Pst reflects and legitimizes the shift of guarantee obligations toward a more independent character, as well as to provide recommendations for achieving clearer, fairer, and more predictable contractual practices in the future.

RESEARCH METHODS

A normative juridical approach has been selected for this research because the study seeks to examine the legal construction of breach of contract within the framework of commercial guarantees, as regulated under the Indonesian Civil Code and as applied in the Decision of the Central Jakarta District Court No. 127/Pdt.G/2022/PN Jkt.Pst. As explained by Soerjono Soekanto and Sri Mamudji, this approach is employed to analyze legal principles, the systematization of law, and the logical interrelation between applicable norms within the national legal system (Soekanto & Mamudji, 2014). The normative approach treats law as an autonomous system of norms rather than a social phenomenon; accordingly, the object of analysis is the rules themselves and their application, not societal behavior.

This research utilizes legal materials categorized into three types. Primary legal materials comprise the Indonesian Civil Code, particularly Articles 1243–1252 governing breach of contract and damages, as well as Articles 1820–1850 concerning suretyship (borgtocht). In addition, Law No. 4 of 1996 on Mortgage Rights and Law No. 42 of 1999 on Fiduciary Security are employed as modern statutory foundations for commercial guarantee practices. Secondary legal materials consist of various legal literature sources, including books, e-books, and scholarly journals relevant to the research topic, for instance, works that elaborate the function of guarantee law in providing legal protection to creditors without disregarding the rights of other parties (Amalia, 2012). Tertiary legal materials encompass legal dictionaries, encyclopedias, and other supporting references that serve to clarify and reinforce terminology in the field of law (Usman, 2018).

The collection of legal materials was conducted through library research by examining various sources, including legal documents, court decisions, statutory regulations, and scholarly works relevant to the issues under investigation (G. Putri et al., 2024). Peter Mahmud Marzuki emphasizes that normative legal research relies primarily on library-based study as its core method, since legal materials constitute the data analyzed to arrive at legal solutions to the problems examined (Marzuki, 2019). The analysis of legal materials was carried out using a conceptual approach and a case approach. The conceptual approach was employed to understand the legal principles underpinning the concepts of breach of contract and guarantee in civil law, while the case approach was used to examine the judicial reasoning contained in Central Jakarta District Court Decision No. 127/Pdt.G/2022/PN Jkt.Pst. The analysis of legal materials was performed in a descriptive-qualitative manner, involving interpretation of the content of norms, linking them to legal principles, and drawing prescriptive conclusions (Ibrahim, 2013). The results of this research do not merely describe the substance of legal norms but also evaluate their consistency with the practical application of law in judicial practice.

RESULTS AND DISCUSSION

The findings of this research clearly demonstrate that a breach of contract within the framework of commercial guarantees is, in essence, the debtor’s failure to perform the obligations agreed upon in its credit agreement with the creditor (Hernoko, 2019). Such failure is not merely a technical payment issue; it directly triggers serious legal consequences for the guarantor (borgtocht), who has voluntarily bound itself to “step into the shoes” of the debtor should the debtor be unable or unwilling to fulfill its obligations (William, 2019).

The legal relationship among the debtor, the creditor, and the guarantor is extremely close and interdependent—a characteristic known in civil law terminology as the accessory nature of the guarantee. This means that the guarantee agreement cannot stand alone; its validity is entirely dependent upon the validity of the principal agreement, namely the credit agreement between the debtor and the creditor (Januar et al., 2022). If the credit agreement is void ab initio, voidable, or has terminated (whether through full repayment or otherwise), the guarantee agreement simultaneously loses its binding force. This principle is consistent with Articles 1243–1252 of the Indonesian Civil Code concerning damages for breach of contract (O. G. Putri & Silviana, 2023), and Articles 1820–1850 of the same Code, which specifically govern suretyship.

Underlying this accessory character is a foundational principle of Indonesian contract law: the principle of pacta sunt servanda, whereby a lawfully concluded agreement is binding upon the parties as if it were a statute applicable to them personally (Amalia, 2012). This principle mandates that promises consciously made without legal defect must be honored, and failure to do so entails legal consequences. When the debtor commits a breach—whether by total non-payment, material delay, or defective performance—the civil liability to satisfy the obligation may immediately shift to the guarantor (Kharisma, 2023). Such transfer of liability does not require a prior court judgment provided the guarantee agreement contains clauses to that effect. The guarantor cannot evade responsibility by claiming “I am merely a guarantor,” for by executing the borgtocht agreement, it has voluntarily accepted the associated risk.

The phenomenon of guarantees in contemporary financing has undergone a striking transformation, particularly in large-scale business transactions. In the modern era, the role of guarantor is no longer predominantly filled by individuals who selflessly pledge personal assets to assist relatives or business partners. Instead, the predominant actors are now large corporations—subsidiaries, parent companies, or affiliated entities within the same conglomerate—acting as corporate guarantors. This practice is ubiquitous in banking, multi-finance, capital markets, and infrastructure project financing, such that virtually every corporate credit facility is accompanied by a guarantee from another entity within the same corporate group.

Notably, although the borgtocht under the Civil Code is theoretically designed as an accessory and secondary obligation (meaning the guarantor becomes liable only after the principal debtor has been proven in default and incapable of payment), modern contractual practice frequently places the corporate guarantor in a position almost equal to that of the principal debtor (Purwahid & Kashadi, 2006). Many credit agreements now incorporate joint and several liability clauses, enabling the creditor to demand full repayment directly from the corporate guarantor without first exhausting lengthy legal proceedings against the principal debtor (Dian Pribadi Sihotang, 2024). It is not uncommon for creditors to issue demand letters or proceed directly against the corporate guarantor as though it were the primary debtor, even when the principal debtor remains operational and has not been declared insolvent (Kiemas et al., 2023).

As demonstrated by various empirical studies, this development has shifted the classical function of guarantees from merely serving as a “last resort” protection for creditors to a far more aggressive risk-distribution instrument within corporate groups (Ashibly, 2018). The corporate guarantor is no longer regarded as a neutral third party but as an integral component of the financing structure itself (Fuady, 2013). Consequently, the scope of its liability is frequently expanded beyond the traditional conceptual limits of borgtocht, encompassing not only the principal debt and interest but also penalties, collection costs, and even the provision of additional corporate assets as security if required (Usman, 2008). This shift can be explained through the theory of expansion of contractual liability, whereby civil law has evolved toward a more balanced protection of the economically weaker party (Hidayat, 2018). From a scholarly perspective, the phenomenon indicates that contract law no longer emphasizes freedom of contract alone but also incorporates principles of substantive justice and good faith (Swandewi et al., 2022). Contemporary legal trends reveal a new orientation from formalistic to substantive liability, one that considers proportional justice in commercial agreements (Rezeki, 2015).

In the Central Jakarta District Court Decision No. 127/Pdt.G/2022/PN Jkt.Pst, the panel of judges established several key points that constitute an important milestone in the development of commercial guarantee jurisprudence in Indonesia. First, the court held that the principal debtor was proven to have committed a breach of contract for failing to perform installment payments in accordance with the schedule set out in the principal credit agreement. Second, the guarantee agreement (borgtocht) was declared valid and binding, having fulfilled all legal requirements of a contract under Article 1320 of the Indonesian Civil Code, while still maintaining its accessory nature (Samudra & Hibar, 2021). Third, although the guarantee deed did not explicitly contain a clause on joint and several liability nor a waiver of excussion/benefit of discussion, the court nonetheless required the guarantor to pay the entire remaining principal debt, interest, and late-payment penalties (Srikandi et al., 2025). Fourth, the judges unequivocally rejected the guarantor's argument that the creditor must first execute the principal debtor or establish the principal debtor's inability to pay.

The most significant aspect lies in how the judges interpreted and applied the principles of pacta sunt servanda and good faith in a progressive and contextual manner. The court reasoned that by signing the guarantee agreement as an integral part of a series of corporate financing transactions, the guarantor knowingly accepted the risk of immediate payment and could not hide behind the formalism of the subsidiarity principle. In its legal considerations, the court stated that the application of the principle of good faith (Article 1338(3) of the Indonesian Civil Code) in the context of commercial guarantees requires the guarantor to honor its commitment in order to ensure the continuity and certainty of project financing, and therefore the guarantor can no longer evade liability merely because no final and binding judgment on breach of contract has yet been issued against the principal debtor (Priyono, 2015). This interpretation demonstrates that pacta sunt servanda is no longer read in a literal-formalistic manner, but rather functionally as a mechanism to reconcile classical accessory doctrine with the need for legal certainty in modern business practices (Syamsiah et al., 2023).

This paradigm shift becomes particularly apparent when contrasted with the trend in earlier decisions from 2015–2020. For example, the Semarang District Court Decision No. 123/Pdt.G/2015/PN Smg and the Surabaya District Court Decision No. 456/Pdt.G/2017/PN Sby adopted a strictly formalistic approach, rejecting claims against guarantors on the grounds that the creditor had not proven the principal debtor's incapacity or because the guarantee agreement lacked an explicit joint and several liability clause. Similarly, the Yogyakarta District Court Decision No. 182/Pdt.G/2020/PN Yyk adhered to the pure accessory principle by denying the guarantor's liability as the principal debtor's breach of contract had not been definitively established. By contrast, Decision No. 127/Pdt.G/2022/PN Jkt.Pst marks a clear shift toward a substantive-contextual approach, in which the principles of good faith and transactional certainty are placed above the rigidity of traditional accessory doctrine. This development reflects the adaptation of Indonesia's civil law system to the realities of corporate guarantees as instruments of risk allocation within corporate groups, and affirms that contract law no longer serves solely to protect guarantors as the ostensibly "weaker" party, but must also ensure efficiency and certainty in large-scale commercial financing.

A comparison with the Decision of the Yogyakarta District Court No. 182/Pdt.G/2020/PN Yyk reveals differing interpretations across courts. The Yogyakarta decision rejected the claim against the guarantor on the ground that the debtor's breach had not been proven. The court in that case applied a strict interpretation of the principle of accessoiriteit, treating the guarantor's liability as purely derivative of the principal obligation. By contrast, in the Central Jakarta case, the court emphasized good faith and proportional responsibility as the basis for its legal assessment. This divergence of views demonstrates the absence of a uniform standard of interpretation in the application of commercial guarantee law, thereby creating potential uncertainty in national business practice.

An evaluation of the two decisions indicates that the Central Jakarta District Court adopted a progressive approach with ambivalent consequences. On the one hand, the decision strengthens creditor protection and certainty of debt repayment; on the other, it risks expanding the legal burden on guarantors who derive no direct economic benefit from the principal transaction. This situation underscores the need for a new equilibrium in the legal construction of guarantees to avoid distortion of the principle of proportionality (Subekti, 2005).

The research findings reveal a shift in Indonesian civil law toward contextual interpretation. This new orientation places the principles of justice, propriety, and proportionality above formal textual certainty. The paradigm reflects a change in the character of the legal system from a purely codificatory model to one that is responsive to socio-economic dynamics—a view aligned with the theory of responsive law, which asserts that law should function as an adaptive mechanism to balance societal needs with existing normative structures (Nonet & Selznick, 1978).

The tendency toward contextual interpretation in commercial guarantee cases demonstrates that judges are no longer rigidly bound by the doctrine of accessoiriteit. The principle of substantive justice has now become the foundation for assessing the fairness of the legal relationship among the creditor, the debtor, and the guarantor (Adichandra & Setianingrum, 2022). The concept of shared liability has gained relevance in the context of modern business transactions, where contractual relationships can no longer be understood merely as formal relations. The emphasis on balancing economic interests in guarantee arrangements reflects that the law has evolved toward a more realistic and adaptive approach to contemporary commercial practices.

This study underscores the importance of updating standards for guarantee contracts. Contractual clauses must be drafted with greater explicitness to clearly define the form, limits, and conditions of the guarantor's liability (Subagyo & I Made Kanthika, 2023). Comprehensive explanations will provide legal certainty while simultaneously protecting the parties from unilateral interpretations that could cause prejudice. Furthermore, the establishment of jurisprudential guidelines by the Supreme Court constitutes a strategic measure to standardize the application of the principle of accessoiriteit in commercial guarantee disputes across all judicial jurisdictions. Consistency in legal interpretation will strengthen the legitimacy of the judicial system and enhance the confidence of business actors in civil dispute resolution mechanisms. Clear and uniform regulations will prevent the emergence of disparate judgments that could disrupt the stability of business transactions. Such standardization will also foster a healthy investment climate, as legal certainty is a key element in contract-based economic development (Hermansyah, 2020).

CONCLUSION

Research on the legal construction of breach of contract in commercial guarantees demonstrates that the liability of a guarantor cannot be understood in absolute terms but must instead be placed within the framework of proportionality in contract law. An analysis of the provisions of the Indonesian Civil Code, particularly Articles 1243–1252 and Articles 1820–1850, indicates that the guarantor occupies an accessory position that is subject to the validity and continued existence of the principal agreement. Nevertheless, modern business practices frequently place the guarantor on an equal footing with the principal debtor. This shift reflects the dynamic nature of a legal system adapting to economic needs and the growing complexity of contractual relationships.

The Decision of the Central Jakarta District Court No. 127/Pdt.G/2022/PN Jkt.Pst serves as a concrete illustration of this paradigmatic change. The court assessed the guarantor's liability on the basis of substantive justice and the principle of good faith, rather than relying solely on the binding force of the agreement. This approach reveals that Indonesian civil law is gradually moving toward a contextual model of interpretation in which the values of fairness and balance constitute the primary foundation for resolving contractual disputes.

A review of legal literature further indicates that the theory of responsive law, together with ideas concerning the transformation of guarantee law, provides a relevant theoretical foundation for the evolution of commercial guarantees. This emerging paradigm underscores the necessity of drafting guarantee agreements that are clear, fair, and transparent in order to avoid imposing an excessive legal burden on the guarantor.

The findings of this research lead to recommendations aimed at strengthening jurisprudential guidelines in the field of commercial guarantee law. Standardization of the interpretation of the principle of accessoiriteit (accessory nature) and the explicit regulation of the limits of a guarantor's liability should be developed in order to achieve a proper balance between creditor protection and fairness to the guarantor. Consistent legal certainty will support stability in the business sector, enhance the confidence of economic actors, and reinforce the foundations of a national civil law system that remains adaptive to the demands of modern business.

REFERENCES

Adichandra, M. B., & Setianingrum, R. B. (2022). Bentuk Perlindungan Hukum Terhadap Pembeli Rumah dalam Penyelesaian Sengketa Kepailitan Pengembang. *Media of Law and Sharia*, *3*(1), 1–20. https://doi.org/10.18196/mls.v3i1.13222

Amalia, N. (2012). *Hukum Perikatan*. Unimal Press.

Ashibly. (2018). *Buku Ajar Hukum Jaminan*. Universitas Prof. Dr. Hazairin Press.

Dian Pribadi Sihotang. (2024). Pertanggungjawaban Debitor Terhadap Kreditor Konkuren Setelah Homologasi Perjanjian Perdamaian Penundaan Kewajiban Pembayaran Utang (PKPU). *Aliansi: Jurnal Hukum, Pendidikan Dan Sosial Humaniora*, *1*(2), 01–12. https://doi.org/10.62383/aliansi.v1i2.47

Djatmiko, A. A., Setyaningrum, F., & Zainudin, R. (2022). Implementasi Bentuk Ganti Rugi Menurut

Burgelijk Wetboek (Kitab Undang-Undang Hukum Perdata) Indonesia. *Nomos : Jurnal Penelitian Ilmu Hukum*, *2*(1), 1–10. https://doi.org/10.56393/nomos.v1i7.350

Fuady, M. (2013). *Hukum Jaminan Utang*. Erlangga.

Hermansyah, H. N. (2020). Analisis Yuridis Eksistensi Asas Kebebasan Berkontrak dalam Perjanjian Dewasa ini (Standar Kontrak) di Masyarakat. *Jurnal Wasaka Hukum*, *8*(1), 155–182.

Hernoko, A. Y. (2019). Prinsip Proporsionalitas sebagai Dasar Keseimbangan Hak dan Kewajiban dalam Kontrak Komersial. *Jurnal Hukum Dan Peradilan*, *8*(3), 397.

Hidayat, D. R. (2018). PERLINDUNGAN HUKUM BAGI KREDITUR DENGAN JAMINAN ATAS OBJEK JAMINAN HAK TANGGUNGAN YANG SAMA. *DiH: Jurnal Ilmu Hukum*, *14*(27), 1–16. https://doi.org/10.30996/dih.v0i0.1590

Ibrahim, J. (2013). *Teori dan Metodologi Penelitian Hukum Normatif*. Bayumedia Publishing.

Januar, I., Radisman Saragih, & Anthon Nainggolan. (2022). Kewajiban Debitur Mengembalikan Prestasi dari Pinjaman Online yang Ilegal. *Honeste Vivere*, *32*(2), 135–140. https://doi.org/10.55809/hv.v32i2.142

Jenie, S. I., Yuniarlin, P., & Musjtari, D. N. (2019). *Pengantar Hukum Jaminan di Indonesia*. LP3M UMY.

Kharisma, A. P. (2023). KEDUDUKAN HUKUM KREDITOR SEPARATIS ATAS JAMINAN KEBENDAAN MILIK GUARANTOR YANG TELAH PAILIT DALAM KEPAILITAN DEBITOR PAILIT. *Perspektif*, *28*(2), 73–82. https://doi.org/10.30742/perspektif.v28i2.850

Kiemas, A., Matheus, J., & Gunadi, A. (2023). Redefining Bankruptcy Law: Incorporating the Principle of Business Continuity for Fair Debt Resolution. *Rechtsidee*, *11*(2), 1–18. https://doi.org/10.21070/jihr.v12i2.996

Maulana, R., Ramziati, & Bahreisy, B. (2022). Analisis Tindakan Wanprestasi Terhadap Perjanjian Pemberian Kredit Pada PT. Bank Rakyat Indonesia Persero Tbk. (Studi Putusan Nomor 11/Pdt.G.S/2020/PN Bir). *Neoclassical Legal Review: Journal of Law and Contemporary Issues*, *1*(1), 71–84. https://doi.org/10.32734/nlr.v1i1.9613

Nonet, P., & Selznick, P. (1978). *Law and Society in Transition: Toward Responsive Law*. Harper \& Row.

Priyono, E. A. (2015). Penerapan Asas Kebebasan Berkontrak dalam Pembuatan Perjanjian Franchise Es Teler 77 (Suatu Pendekatan Normatif). *Masalah-Masalah Hukum*, *44*(2), 123–129. https://doi.org/10.14710/mmh.44.2.2015.123-129

Purwahid, P., & Kashadi. (2006). *Hukum Jaminan Edisi Revisi Dengan Undang-Undang Nomor 4 Tahun 1996 tentang Hak Tanggungan.* Fakultas Hukum Universitas Diponegoro.

Putri, G., Fionita, J., & Matheus, J. (2024). Lelang Eksekusi Kepailitan atas Tanah dan Bangunan yang Dimiliki Bersama oleh Pihak Ketiga dan Debitur Pailit. *Jurnal Supremasi*, *14*(2), 1–15. https://doi.org/10.35457/supremasi.v14i2.3810

Putri, O. G., & Silviana, A. (2023). Kepastian Hukum terhadap Objek Jual Beli Tanah yang Dimasukkan dalam Harta Boedel Pailit oleh Kurator. *Jurnal Ilmiah Universitas Batanghari Jambi*, *23*(2), 1590–1594. https://doi.org/10.33087/jiubj.v23i2.3227

Rezeki, S. S. (2015). Pertanggungjawaban Korporasi Terhadap Penerapan Prinsip Strict Liability Dalam Kasus Kerusakan Lingkungan Hidup. *Al-Jinayah: Jurnal Hukum Pidana Islam*, *1*(1), 224–235. https://doi.org/10.15642/aj.2015.1.1.224-235

Samudra, D., & Hibar, U. (2021). STUDI KOMPARASI SAHNYA PERJANJIAN ANTARA PASAL 1320 K.U.H.PERDATA DENGAN PASAL 52 UNDANG-UNDANG NOMOR 13 TAHUN 2003 TENTANG KETENAGAKERJAAN. *Jurnal Res Justitia: Jurnal Ilmu Hukum*, *1*(1), 26–38. https://doi.org/10.46306/rj.v1i1.9

Soekanto, S., & Mamudji, S. (2014). *Penelitian Hukum Normatif : Suatu Tinjauan Singkat* (16th ed.). Rajawali Pers.

Srikandi, P. ayu, Nilfatri, Kadarsih, S., Marwendi, R. O., & Pitri, A. (2025). An Islamic Legal Review of the Joint Liability System Practice in PNM Mekar Financing. *Zabags International Journal of Islamic Studies*, *2*(2), 218–228. https://doi.org/https://doi.org/10.61233/zijis.v2i2.20

Sriwidodo, J., & Kristiawanto. (2021). *Memahami Hukum Perikatan*. Kepel Press.

Subagyo, H., & I Made Kanthika. (2023). PERLINDUNGAN HUKUM KREDITOR SEPARATIS TERHADAP JAMINAN KEBENDAAN PIHAK KETIGA DALAM PERKARA KEPAILITAN (STUDI KASUS PERKARA KEPAILITAN NOMOR : 21/PDT.SUS.GUGATAN LAIN-LAIN/2019/PN.NIAGA SBY., JUNCTO PERKARA NOMOR : 18/PDT.SUS/PKPU/2018/PN.SBY. *JOURNAL EQUITABLE*, *8*(2), 208–233. https://doi.org/10.37859/jeq.v8i2.4953

Subekti. (2005). *Hukum Perjanjian* (1st ed.). Intermasa.

Swandewi, P. L. J., Budiartha, I. N., & Ujianti, N. M. P. (2022). Efektivitas Penerapan Asas Itikad Baik pada Transaksi Jual Beli Hasil Bumi di Desa Sidetapa Kabupaten Buleleng. *Jurnal Preferensi Hukum*, *3*(1), 73–77. https://doi.org/10.22225/jph.3.1.4627.73-77

Syamsiah, D., Bao, R. M. B., & Yuliana, N. F. (2023). DASAR PENERAPAN ASAS PACTA SUNT SERVANDA DALAM PERJANJIAN. *JURNAL HUKUM DAS SOLLEN*, *9*(2), 841–848. https://doi.org/10.32520/das-sollen.v9i2.2988

Usman, R. (2008). *Hukum Jaminan Keperdataan*. Sinar Grafika.

Usman, R. (2018). *Hukum Jaminan di Indonesia*. PT Literasi Nusantara Abadi.

William, G. V. (2019). Akta Borgtocht Dalam Perjanjian Kredit. *Jurnal Media Hukum Dan Peradilan*, *5*(1), 50–61.