FENOMENA: *Jurnal Penelitian*
Volume 15, No. 1, 2023
e-issn 2615 – 4900; p-issn 2460 – 3902
DOI: http://doi.org/10.21093/fj.v14i2.5357

THE OPTIMALIZATION LEGAL ROLE OF CONTRACTS IN THE SETTLEMENT OF BUSINESS DISPUTES BETWEEN THE PARTIES OF CONTRACT AGREEMENT

May Shinta Retnowati
Universitas Darussalam Gontor
email.mayshinta@unida.gontor.ac.id

Muhammad Ilham Amrullah
Universitas Darussalam Gontor
email. muhammadilhamamrullah@mhs.unida.gontor.ac.id

Andini Rachmawati
Universitas Darussalam Gontor
email. andini@unida.gontor.ac.id

Abstract

There are many problems in Islamic civil transactions, including muamalah activities carried out in the midst of society when running a business. This time the role of agreement law (contract) in the settlement of business disputes between the parties in the contract agreement, in which the dispute will be vulnera-ble to occur in a business relationship, due to the absence of good faith, the desire to increase the profits that can be achieved, and the existence of default, which is not closing the possibility of a loss experi-enced by one of the parties in the business relationship who entered into the agreement or contract, there-fore the law of the agreement (contract) is very necessary in order to protect the parties in the business re-lationship so as not to experience losses that can occur at any time. . This research method uses library research that takes references from several literatures. The results of this study are that at the beginning of business activities there must be a law of agreement or often referred to as a contract to guard so that a business relationship can run well, according to what is desired and agreed upon by the parties who make an agreement or contract. Because basically a dispute is a situation that often appears in the busi-ness world, where the dispute must be resolved immediately so that the losses incurred from the dispute do not get bigger, so

here the author will explain a discussion about the role of the law of agreement or contract. when there is a dispute that may arise in a business relationship between the parties to the agreement or contract.
***Keywords**: Contract, Business Disputes, Default.*

Abstrak

Banyak permaslahan dalam transaksi perdata Islam, tidak terkecuali kegiatan muamalah yang dilaksanakan ditengah-tengah masyarakat Ketika menjalankan suatu bisnis. Kali ini peran hukum perjanjian (kontrak) terhadap penyelesaian sengketa bisnis antara para pihak dalam perjanjian kontrak, yang mana persengketaan akan rentan terjadi disuatu hubungan bisnis, karena tidak adanya itikad baik, keinginan untuk meningkatkan keuntungan yang dapat diraih, dan adanya wanprestasi, yang mana tidak menutup kemungkinan akan adanya kerugian yang dialami oleh salah satu pihak dalam hubungan bisnis yang melakukan perjanjian atau kontrak tersebut, maka dari itu hukum perjanjian (kontrak) sangat diperlukan keberadaannya guna melindungi para pihak yang melakukan hubungan bisnis agar tidak mengalami kerugian yang sewaktu-waktu bisa terjadi. Metode penelitian ini dengan penelitian kepustakaan yang mengabil referensi dari beberapa litarure. Adapun hasil dari penelitian ini adalah pada awal kegiatan bisnis haruslah ada hukum perjanjian atau yang sering disebut dengan kontrak untuk mengawal agar suatu hubungan bisnis dapat berjalan dengan baik, sesuai apa yang diinginkan dan disepakati oleh para pihak yang melakukan suatu perjanjian atau kontrak tersebut. Karena pada dasarnya suatu persengketaan merupakan keadaan yang tidak jarang bermunculan pada dunia bisnis, yang mana persengketaan tersebut harus segera diselesaikan permasalahannya agar kerugian yang ditimbulkan dari persengketaan tersebut tidak semakin besar, maka dengan begitu disini penulis akan menjelaskan suatu pembahasan mengenai peran dari hukum perjanjian atau kontrak ketika adanya suatu persengketaan yang bisa saja akan muncul didalam suatu hubungan bisnis antara para pihak yang melakukan perjanjian atau kontrak.
***Kata kunci:** Kontrak, Sengketa Bisnis, Wanprestasi.*

A. Introduction

In essence, the impact of the digital era currently greatly affects all areas of life in Indonesia, but the most visible and felt influence is in the economic field, so it cannot be denied that people have a tendency to increase their economic levels or their families, either by collaborating between individuals or with other people. institutions. Therefore the law is indispensable in all fields, especially in the business sector so that no party suffers a loss in carrying out these business activities, which Theo Huijbers outlines three legal objectives, namely, first, to maintain the public interest in society, second, to protect the

rights of the people. human beings, and thirdly, realizing justice in living together.[1]

So in carrying out every business activity, you must always include an agreement or contract, so as to guarantee the parties who enter into the agreement or contract to carry out all their achievements in accordance with what has been previously agreed, which before the contract itself is made, usually it will be preceded. with a preliminary discussion as well as next level talks or negotiations to finalize the possibilities that will occur, so that the contract to be signed is really mature or complete and clear.[2]

In fact, every individual has a tendency to always want to get more benefits than others, so there will always be parties who do not have good intentions, so that it will result in a default that causes disputes between the parties who make the contract, disputes that exist in the business. Of course, it must be resolved immediately, so that the business does not suffer such a large loss. According to the legal route, there are 2 (two) possibilities or ways that can be taken to resolve it, namely first, the court route and the second way is arbitration.[3]

To realize this goal, various muamalah contract transactions are prescribed with various pillars and conditions, in accordance with the understanding of the scholars from the available texts of the Qur'an and hadith. only what is lawful for transactions, what is the form of proof of the agreement between the two parties, and so on.[4]

In Islamic business contracts as practiced in Islamic financial institutions, there are various clauses that must accompany the contract in order to be able to provide legal certainty for both parties. One of the clauses included is the chapter on default. Negligence in Islamic law to fulfill the obligation to give the rights of others is classified as a prohibited act, which previously had known an agreement between them, then furthermore those who violated or broke their promise did not fulfill their performance, this was subject to sanctions in the form of compensation payments. loss to the other party or detention which is his right as a guarantee of the promised amount.[5]

---

[1] Theo Huijbers, *Filsafat Hukum Dalam Lintasan Sejarah,* Yogyakarta: Kanisius, 1982, p. 289.
[2] Richard Burton Simatupang, *Aspek Hukum Dalam Bisnis*, Rineka Cipta, Jakarta, 2003, p. 27.
[3] Ibid., 33.
[4] Rifqi Hidayat and Parman Komarudin, "TINJAUAN HUKUM KONTRAK SYARIAH TERHADAP KETENTUAN FORCE MAJEURE DALAM HUKUM PERDATA," *Syariah Jurnal Hukum dan Pemikiran* 17, no. 1 (January 18, 2018): 34, https://doi.org/10.18592/sy.v17i1.1908.
[5] Yuni Harlina and Hellen Lastfitriani, "Kajian Hukum Islam Tentang Wanprestasi (Ingkar Janji) Pada Konsumen Yang Tidak Menerima Sertifikat Kepemilikan Pembelian Rumah," no. 1 (2017): 3.

With the possibility of a dispute between the parties in an agreement, so that the law of the agreement (contract) plays a very important role in resolving disputes that occur between the parties to the agreement, the authors are interested in knowing and discussing the role of agreement law (contract) in dispute resolution. business between the parties to the contractual agreement.

B. Literature Review

in Liley Glorydei Gratia Gijoh's research published in Lex Et Societatis 2021 with the title" Implementasi Hukum Dalam Kontrak Bisnis Internasional".[6] this research describes the legal arrangements in international business contracts that regulate the provisions in them. the principles of contract law include the principles of fair dealing, good faith, force majeure principles and retroactive effect of avoidance.

As for the research by May Shinta Retnowati, et al published in Syariah Journal of Indonesian Comparative of Syariah law entitled "Konsep Essensialia Pada Prinsip Pembuatan Kontrak Dalam Perikatan".[7] Explaining that there are elements that regulate the making of an agreement can make it easier for the parties to make contracts and resolve disputes, therefore it is important for the parties to know about the principles involved. must exist in a contract that is legally enforceable and binding on the parties to the agreement

in Niru Anita Sinaga's research published in the M-Progress Journal entitled " Peranan Asas Itikad Baik Dalam Mewujudkan Keadilan Para Pihak Dalam Perjanjian",[8] this research explains that basically every agreement made by the parties must be done voluntarily but often this cannot happen so that cause problems, the problems arising from the agreement must be resolved by applicable regulations by taking into account the terms and principles in the law of the agreement. Thus, it can be expected that the achievement of the will of the parties can be realized in a balanced manner

C. Research Methodology

As we know that a scientific research that starts from a careful planning. From a research plan, it consists of eight steps, including; 1) selection of problems,

---

[6] Jeany Anita Kermite and Jeannie C Rotinsulu, "Implementasi Hukum Dalam Kontrak Bisnis Internasional1 Oleh : Lileys Glorydei Gratia Gijoh2," no. 1 (n.d.): 9.

[7] May Shinta Retnowati, "Konsep Essensialia Pada Prinsip Pembuatan Kontrak Dalam Perikatan," *Journal of Indonesian Comparative of Syari'ah Law* 4, no. 1 (August 16, 2021): 80–92, https://doi.org/10.21111/jicl.v4i1.6194.

[8] Niru Anita Sinaga"Peranan Asas Itikad Baik Dalam Mewujudkan Keadilan Para Pihak Dalam Perjanjian," *JURNAL ILMIAH M-PROGRESS* 8, no. 1 (May 26, 2015), https://doi.org/10.35968/m-pu.v8i1.186.

2) determination of the scope of research, 3) examination of the relevant papers, 4) formulation of theoretical framework, 5) determination of concepts, 6) determination of hypotheses, 7) selection of research implementation methods, 8) sampling planning.[9] In this study using library research or often called library studies which is a series of activities related to library data collection, reading and recording and processing research materials.

D. Discussion

1. Definition of Agreement Law (Contract)

The term contract law or what is often referred to as a contract is a translation from English, namely contract law, while in Dutch it is called overeenscomsrecht. Which is the meaning of an agreement or contract that has been regulated in Article 1313 of the Civil Code, where what is meant by an agreement is an act in which one or more parties bind themselves to one or more people. Meanwhile, according to the old doctrine or theory called an agreement or what is often referred to as a contract is a legal act based on an agreement to cause legal consequences, and according to the new theory put forward by Van Dunne, which is defined by an agreement or contract is a legal relationship between two parties. or more based on an agreement to cause legal consequences.[10]

So from some of the explanations just now, both what has been clearly stated in Article 1313 of the Civil Code or according to doctrine, from there so that a contract can be defined as a legal act created by fulfilling the requirements determined by law by a conformity of will that states a mutual intention that is interdependent from two or more parties to create legal consequences for the benefit of one party, both parties, and also other parties. Where the contract is a group of legal actions, the legal action referred to here is an act that produces legal consequences due to the intention of the actions of one or more people. So it can be said that some multilateral legal acts are contracts.[11]

2. The Urgency of Covenant Law in Business

As we already know, a true business relationship starts from the existence of an agreement or contract, with an agreement or contract here so that business

---

[9] James Danandjaja,Metode Penelitian kepustakaan,*Jurnal Antropologi Indonesia,* no.52 1997 *https://doi.org/10.7454/ai.v0i52.3318*

[10] I Gusti Ngurah Anom, Addendum Kontrak Pemborongan Perspektif Hukum Perjanjian Di Indonesia, Jurnal Advokasi Vol. 5 No. 2, 2015, p. 4

[11] Ridwan Khairandy, Hukum Kontrak Indonesia Dalam Perspektif Perbandingan, Yogyakarta: FH UII Press, 2014, p. 60.

relationships can be carried out as desired. Thus the law of the agreement or contract itself has an important role in the business world, including:[12]

a. Contract law greatly emphasizes the nature of the individual.

b. Causes legal symptoms as a result of legal relations between one party and another.

c. Contract law is objected to an object, namely material rights.

d. The rights arising from contract law are not absolute, that is, they apply to the person entering into the agreement.

e. There is a selection of laws that apply to the parties.

Thus, it is clear that contract law is a basis for a good business relationship, but in order for an agreement or contract to be valid, the terms of a valid contract can be studied based on contract law contained in the Civil Law and contract law. America are:

a. According to the Civil Law (civil law), The conditions for the validity of an agreement are regulated in Article 1320 of the Civil Code or Article 1365 Book IV of the Dutch NBW (New BW). Article 1320 of the Civil Code stipulates four conditions for the validity of the agreement, namely:[13]

a) There is an agreement by both parties

b) Ability to take legal action

c) The existence of an object, and

d) There is a lawful cause.

b. According to American contract law, Meanwhile, in the American law of contract, there are four conditions for the validity of the contract, namely:[14]

a) The existence of offer (offer) and acceptance (acceptance),

b) Meeting of minds (adjustment of the will),

c) Consideration (achievement), and

d) Competent paries and legal subject matter (legal ability of the parties and legal subject matter).

[12] Peter Mahmud Marzuki, Penelitian Hukum, Jakarta: Kencana, 2005, p. 93.
[13] Salim, *Hukum Kontrak Teori dan Teknik Penyusunan Kontrak,* Jakarta: Sinar Grafika, 2003, p. 33.
[14] Ibid., p.35.

As for the role of contract law in providing legal protection, it is based on Article 1365 of the Civil Code which reads: "*Every act that violates the law, which brings harm to another person, obliges the person who, because of his fault, published the loss, compensates for the loss.*"[15]

An agreement is made or often referred to as a contract so that every business relationship that is carried out goes according to what has been agreed at the beginning, but due to a default by one of the parties, giving rise to a dispute. So here are some theories about the causes of disputes, including:

a. Public relations theory.[16]

The theory of public relations, assumes that conflict is caused by polarization that continues to occur, thus emphasizing the existence of distrust and rivalry of groups in society, which is distrust and hostility between different groups in a society, and this theory provides solutions to conflicts that arise. through mutual understanding between groups experiencing conflict and improving communication, as well as increasing a sense of tolerance so that people can be more accepting of each other's diversity in society.

b. Principle negotiation theory.[17]

The principle of negotiation theory sees conflict as a position of incompatible views, which in theory has explained that conflict occurs because of differences that exist between the parties, and this theory also argues that in order for a conflict to be resolved peacefully without any of the parties involved, the aggrieved party, therefore each individual must be able to separate his personal feelings from community problems, and be able to negotiate based on common interests.

c. Identity theory[18]

This theory explains that the existence of conflict is caused by the emergence of a sense of being threatened regarding the identity of a group of people by other parties, and this identity theory solves the problem of identity that is threatened by other parties by conducting a dialogue between representatives of groups experiencing conflict which aims to identify threats. the threats and concerns they feel and build empathy for each other (the parties experiencing

[15] Staatsblad Tahun 1847 Nomor 23, *Kitab Undang-Undang Hukum Perdata (Burgerlijk Wetboek Voor Indonesie)*, Bab III Perikatan Yang Lahir Karena Undang-Undang, Pasal 1365.
[16] Tuti Widiastuti, *Analisis Framing Sebuah Konflik Antarbudaya Di Media*, Jakarta Selatan, Journal Communication Spectrum, Vol. 1 No. 2, 2012, hlm 150
[17] Sony Yusdarmoko Dan Rima Sari Indra Putri, *Penangangan Konflik Komunal Melalui Metode Komunikasi Sosial*, Jurnal Pertahanan Vol. 3, No. 1, 2013, hlm. 185
[18] Ibid., p.190

the conflict), with the ultimate aim of getting a mutual agreement that recognizes the main identity between all parties.

d. Intercultural misunderstanding theory[19]

This theory assumes that the existence of a conflict is caused by differences that exist, especially in the way of communicating between the various cultures that exist in Indonesia, giving rise to incompatibility when communicating between individuals of different cultures, so in an attempt to resolve In conflict, this theory explains that dialogue is needed between people who experience the conflict in order to know and understand the culture of other communities.

e. Transformation theory[20]

This theory starts from the issue of social and cultural inequality and injustice that exists in the midst of society, thereby explaining that it is undeniable that at any time conflict can occur due to problems of inequality and injustice as well as the gaps that manifest in various aspects of people's lives such as in the political, social, and economic world, so we can understand that this theory invites all of us to make changes to the structure and framework that can lead to existing inequalities, increase relations, and develop processes and systems to realizing empowerment, justice, reconciliation and recognition of each other's existence, to be able to resolve conflict problems regarding inequality and injustice.

f. The theory of human needs or interests.[21]

Basically, this theory is caused by non-fulfillment or obstruction of very significant basic human needs both physically, mentally and socially, such as in security, identity, recognition, and participation, or due to needs that are blocked by other people or parties.

3. The Legal Role of Agreements (Contracts) in the Settlement of Business Disputes Between Disputing Parties in Contract Agreements

Agreements (contracts) made by the parties basically must be carried out voluntarily or in good faith, but in reality often agreements (contracts) made especially in the business world are often violated, thus allowing disputes to arise in the agreement (contract). So with the law of the agreement (contract) it can protect parties who allow to receive losses from other parties as is clear

[19] Tuti Widiastuti, *Analisis…,* p. 152.
[20] Ibid., p.155.
[21] Ibid., p. 160.

in the juridical function of the contract, which can provide legal certainty for the parties.[22]

With the existence of a law that is binding on a business relationship, when there is a dispute in the contract agreement between the parties, the existing dispute can be resolved in two ways, namely: [23]

a. Settlement of disputes through litigation.

In resolving disputes through the courts or what is often referred to as litigation, which is where the dispute resolution is carried out by proceeding in court, where the authority to regulate and decide is exercised by the judge. where in practice all disputing parties face each other to defend their rights before the court, and the final result of a dispute resolution through litigation is a decision stating a win-lose solution. Court litigation institutions in practice are directly carried out by the head of the court in a manner based on execution procedures, if necessary, carried out by force, assisted by state security tools, namely the police.[24]

In essence, the use of litigation (court) in dispute resolution has advantages and disadvantages, the advantages are:[25]

1) In taking decisions from the parties, litigation must at least to a certain extent ensure that power cannot influence the outcome and can guarantee social peace;
2) Litigation is excellent for finding faults and problems in the opposing party's position;
3) Litigation provides a standard for fair procedures and provides ample opportunity for the parties to be heard before making a decision;
4) Litigation brings community values to private dispute resolution;
5) In the litigation system, judges apply community values contained in the law to resolve disputes.

While the shortcomings in the use of litigation (court) to resolve disputes are:

1) Forcing parties to extreme positions.

---

[22] Salim, *Hukum Kontrak Teori dan Teknik Penyusunan Kontrak,* Jakarta: Sinar Grafika, 2003, p. 45

[23] Cicut Sutiarso, *Pelaksanaan Putusan Arbitrase dalam Sengketa Bisnis*, Jakarta: Yayasan Pustaka Obor Indonesia, 2011,p. 170.

[24] Ibid., p.172.

[25] Salim, *Hukum Kontrak…., p.150*

2) Requires defense (aclvocacy) for any intentions that can influence the decision.
3) Litigation really raises all issues in a case, whether material (substantive) or procedural, for the sake of equality of interest and encourages the parties to investigate extreme and often marginal facts.
4) Time consuming and increasing financial costs.
5) The facts that can be proven form the framework of the problem, the parties are not always able to express their true concerns.
6) Litigation does not seek to repair or restore the relationship between the disputing parties.
7) Litigation is not suitable for disputes that are polycentric, namely disputes involving many parties, many problems and several possible alternative solutions.

b. Dispute Resolution through Non-Litigation

In addition to litigation (court), dispute resolution can also be resolved through non-litigation, non-litigation channels, namely what we have known as Alternative Dispute Resolution (ADR), but there are several types of ADR. (Alternative Dispute Resolution) are as follows:

1) Consultation, The Consultation efforts are efforts to request or request advice or opinions from third parties or often referred to as consultants to resolve disputes, consultation can also be interpreted as a personal action carried out between a client or person seeking advice and another party called a consultant, in which the The consultant gives his opinion to the client according to the needs and requirements of his client.[26]
2) Negotiation is a process of bargaining by way of negotiations carried out by the disputing parties, to reach a mutual agreement between the disputing parties and be able to resolve the dispute peacefully. It is said to be able to produce mutually beneficial agreements, because at the end of the negotiation process carried out depends on various factors such as negotiators, processes, techniques, and strategies used, which result in an agreement from mutual deliberation among the disputing parties.
3) Mediation, the Essentially mediation is one way of resolving disputes by negotiation to obtain an agreement from the parties with the assistance of a mediator, and in the sense of mediation it has five elements, namely, the

[26] May Shinta, "The Dimensions of Legal Opinion's Role in Settlement of Civil Law Cases," *LEGAL BRIEF* 11, no. 2 (March 13, 2022): 569.

negotiation process, problem solving methods, carried out voluntarily, carried out in a neutral manner, confidential, cooperative, no coercion, and reach consensus. So basically the purpose of mediation is for the consensus of the parties about the conflicts that arise between the parties.

4) Conciliation is an advanced stage of mediation, which is dispute resolution with the intervention of a third party or what is often called a conciliator, where the conciliator is more active, by taking the initiative in compiling, and formulating the steps for resolving the dispute, which is then offered to the parties concerned. dispute.

Expert assessment is an assessment made by an expert on a matter as an alternative to preventing or resolving disputes. And if further defined expert assessment is an action taken by an expert in a particular field such as in the field of trade, construction, and the environment to assess certain practices, projects, and documents based on their experience and special knowledge at the request of certain parties, which produces a report. or judgments used as alternative guidelines for preventing or resolving disputes

F. Conclusion

Based on the explanation above regarding the role of agreement law (contract) in the settlement of business disputes between the parties in a contract agreement, that a law agreement or contract has an important role in a business relationship carried out by the contracting parties, namely, among others, contract law greatly emphasizes individual nature, causing legal symptoms as a result of the legal relationship between one party and another, contract law is objected to an object, namely material rights, and rights that arise, contract law is not absolute, that is, it applies to people who enter into an agreement and there is a legal election that applies to the parties.

Meanwhile, the existence of contract law can protect parties who may receive losses from other parties as is clear in the juridical function of the contract, which can provide legal certainty for the parties. And existing disputes can be resolved in two ways, namely through litigation or what is often referred to as a court and through non-litigation channels such as consultation, negotiation, mediation, conciliation, and expert judgment.

DAFTAR PUSTAKA

Cicut Sutiarso, Pelaksanaan Putusan Arbitrase dalam Sengketa Bisnis, Jakarta: Yayasan Pustaka Obor Indonesia, 2011.

Frans Hendra, Hukum Penyelesaian Sengketa-Arbitrase Nasional Indonesia dan Internasional, Jakarta: Sinar Grafika Offset, 2011.

Hidayat, Rifqi, and Parman Komarudin. "TINJAUAN HUKUM KONTRAK SYARIAH TERHADAP KETENTUAN FORCE MAJEURE DALAM HUKUM PERDATA." Syariah Jurnal Hukum dan Pemikiran 17, no. 1 (January 18, 2018). https://doi.org/10.18592/sy.v17i1.1908.

Harlina, Yuni, and Hellen Lastfitriani. "KAJIAN HUKUM ISLAM TENTANG WANPRESTASI (INGKAR JANJI) PADA KONSUMEN YANG TIDAK MENERIMA SERTIFIKAT KEPEMILIKAN PEMBELIAN RUMAH," no. 1 (2017): 16.

I Gusti Ngurah Anom, Addendum Kontrak Pemborongan Perspektif Hukum Perjanjian Di Indonesia, Jurnal Advokasi Vol. 5 No. 2, 2015.

Interdependen berarti saling tergantung, Kamus Besar Bahasa Indonesia.

Kermite, Jeany Anita, and Jeannie C Rotinsulu. "IMPLEMENTASI HUKUM DALAM KONTRAK BISNIS INTERNASIONAL1 Oleh : Lileys Glorydei Gratia Gijoh2," no. 1 (n.d.): 9.

Muhammad Rusyidianta dan Hifdhotul Munawaroh, Alternatif Penyelesaian Sengketa, Nego-siasi, Penilaian Ahli, Konsiliasi, dan Mediasi. Ponorogo: CV. Senyum Indonesia, 2020.

Nira"PERANAN ASAS ITIKAD BAIK DALAM MEWUJUDKAN KEADILAN PARA PIHAK DALAM PERJANJIAN." *JURNAL ILMIAH M-PROGRESS* 8, no. 1 (May 26, 2015). https://doi.org/10.35968/m-pu.v8i1.186.

Peter Mahmud Marzuki, Penelitian Hukum, Jakarta: Kencana, 2005.

Retnowati, May Shinta. "KONSEP ESSENSIALIA PADA PRINSIP PEMBUATAN KONTRAK DALAM PERIKATAN." *Journal of Indonesian Comparative of Syari'ah Law* 4, no. 1 (August 16, 2021): 80–92. https://doi.org/10.21111/jicl.v4i1.6194

Richard Burton Simatupang, Aspek Hukum Dalam Bisnis, Jakarta: Rineka Cipta, 2003.

Ridwan Khairandy, Hukum Kontrak Indonesia Dalam Perspektif Perbandingan, Yogyakarta: FH UII Press, 2014.

Ros Angesti Anas Kapinda, Salvatia Dwi M, dan Winda Rizky Febrina, Efektivitas dan Efisiensi Alternative Dispute Resolution (ADR) Sebagai Salah Satu Penyelesaian Sengketa Bisnis Di Indonesia, Jurnal Hukum, Universitas Sebelas Maret Surakarta, 2019.

Salim, Hukum Kontrak Teori dan Teknik Penyusunan Kontrak, Jakarta: Sinar Grafika, 2003.

Shinta, May. "The Dimensions of Legal Opinion's Role in Settlement of Civil Law Cases." *LEGAL BRIEF* 11, no. 2 (March 13, 2022): 566–74.

Sony Yusdarmoko Dan Rima Sari Indra Putri, Penangangan Konflik Komunal Melalui Metode Komunikasi Sosial, Jurnal Pertahanan Vol. 3, No. 1, 2013.

Staatsblad Tahun 1847 Nomor 23, Kitab Undang-Undang Hukum Perdata (Burgerlijk Wet-boek Voor Indonesie), Bab III Perikatan Yang Lahir Karena Undang-Undang, Pasal 1365.

Theo Huijbers, Filsafat Hukum Dalam Lintasan Sejarah, Yogyakarta: Kanisius, 1982.Harlina, Yuni, and Hellen Lastfitriani. "KAJIAN HUKUM ISLAM TENTANG WANPRES-TASI (INGKAR JANJI) PADA KONSUMEN YANG TIDAK MENERIMA SER-TIFIKAT KEPEMILIKAN PEMBELIAN RUMAH," no. 1 (2017): 16.

Tuti Widiastuti, Analisis Framing Sebuah Konflik Antarbudaya Di Media, Jakarta Selatan, Journal Communication Spectrum, Vol. 1 No. 2, 2012