

THE POWER OF A PLEDGE AGREEMENT MADE UNDER CIRCUMSTANCES OF FORCE

Raisa Sari^{1*}, Tasya Dania Azzahra², Herlin Nurdiani³

¹ Master of Notary Affairs, Faculty of Law, Pasundan University Jl. Sumatera No.41, Babakan Ciamis, Sumur Bandung, Kota Bandung, Jawa Barat, Indonesia., E-mail: raisasari2978731@gmail.com

² Master of Notary Affairs, Faculty of Law, Pasundan University, Jl. Sumatera No.41, Babakan Ciamis, Sumur Bandung, Kota Bandung, Jawa Barat, Indonesia. , E-mail: daniatasyaaz@gmail.com

³ Master of Notary Affairs, Faculty of Law, Pasundan University, Jl. Sumatera No.41, Babakan Ciamis, Sumur Bandung, Kota Bandung, Jawa Barat, Indonesia. , Email : herlindiani26@gmail.com

DOI : <https://doi.org/10.21107/pamator.v17i3.26672>

Manuscript received 21st June 2024, Revised 10th July 2024, Published 16th August 2024

Abstract

To borrow or lend money is one example of an economic and financial transaction that often involves a contractual agreement. Collateral is an object that the debtor (borrower) gives to the creditor (lender) in exchange for a loan. "Pawned" describes the thing that serves as collateral. A creditor may sell a pawned item to recover a debt in the event that the debtor does not make their loan repayment as agreed upon. Consensus agreements reached under pressure tend to be unjust and hurtful to one side. The concepts of fairness and equilibrium in contracts are violated by this. Consequently, we must investigate the means by which agreements entered into under duress may be rescinded or rectified, as well as the laws that govern the protection of parties in such situations.

Keywords: Agreement, Pawn, Loan

© Authors; This is an Open Access Research distributed under the term of the Creative Commons Attribution-ShareAlike 4.0 International License (CC BY-SA 4.0) (<https://creativecommons.org/licenses/by-sa/4.0/>) which allows re-distribution and re-use of a licensed work on the conditions that the creator is appropriately credited and that any derivative work is made available under "the same, similar or a compatible license".

INTRODUCTION

Pawn agreements have several advantages that make them a popular choice in financial transactions. One of the advantages is that it provides a sense of security for creditors because there is physical collateral that can be cashed in the event of default. Apart from that, for debtors, pawning provides an opportunity to obtain a loan without having to sell the assets they own, so that these assets can still be repossessed after the loan is paid off.¹

¹ Titik Triwulan Tutik, *Hukum Perdata Dalam Sistem Hukum Nasional* (Kencana, 2015).

Pawn agreements have a long and storied history, with knowledge and usage spanning both Eastern and Western cultures. The Civil Code (KUHPerdata) of Indonesia governs the rules and regulations of pawn agreements.² A creditor may acquire the right to seize a moveable asset that the debtor or someone acting on his behalf transfers to them as collateral for a debt under the provisions of Article 1150 of the Civil Code. This provides the creditor the authority to demand repayment of the asset from the debtor. alternate creditors.³

Pawn agreements are subject to extensive regulation under the Civil Code, yet there are still several obstacles to their execution.⁴ Disputes over the pledged object's worth, differences in the object's condition and the agreement, and the possibility of abuse in practice are all examples of difficulties that may arise.⁵

Mortgage agreements are constantly evolving in the current economic setting, with new legislation and implementation procedures being introduced.⁶ A variety of promises, including those involving stock, intellectual rights, and other intangible items, are part of this process. In order for pawn agreements to function well and provide advantages to everyone concerned, there must be clear rules and sufficient legal protection.⁷

The lending and borrowing industries, in particular, rely heavily on pawn agreements as a legal tool for their activities.⁸ A collateral agreement is a legal document in which one party (the debtor) promises another party (the creditor) an object of value in exchange

² Mochtar Kusumaatmadja, *Pengantar Ilmu Hukum: Suatu Pengenalan Pertama Ruang Lingkup Berlakunya Ilmu Hukum Buku I* (Alumni, 2000).

³ Tuti Khairani Harahap and others, 'PENGANTAR ILMU HUKUM', *Penerbit Tahta Media*, 2023 <<https://tahtamedia.co.id/index.php/issj/article/view/255>> [accessed 1 February 2024].

⁴ Johannes Ibrahim Kosasih, *Akses Perkreditan dan Ragam Fasilitas Kredit dalam Perjanjian Kredit Bank* (Sinar Grafika (Bumi Aksara), 2021).

⁵ Fence Wantu and others, 'Eksistensi Mediasi Sebagai Salah Satu Bentuk Penyelesaian Sengketa Lingkungan Hidup Pasca Berlakunya Undang-Undang Cipta Kerja', *Bina Hukum Lingkungan*, 7.2 (2023), pp. 267–89.

⁶ Tan Kamello Kamello, *Hukum jaminan fidusia suatu kebutuhan yang didambakan* (Penerbit Alumni, 2022).

⁷ Rasji and Alex Oktavian, 'Perlindungan Hukum Terhadap Konsumen Terkait Layanan Grab Food Berdasarkan Pasal 4 Ayat 3 Undang-Undang No. 8 Tahun 1999 Tentang Perlindungan Konsumen', *Jurnal Kewarganegaraan*, 7.2 (2023), pp. 1788–99.

⁸ Stenly Trinaldi Lende, Siti Ramlah Usman, and Orpa Juliana Nubatonis, 'Tanggung Jawab Perdata Nasabah Yang Wanprestasi Dalam Perjanjian Pinjam Meminjam Uang Pada Koperasi Nasari Kecamatan Oebobo Kota Kupang', *Jurnal Hukum Bisnis*, 13.03 (2024), pp. 1–14, doi:10.47709/jhb.v13i03.4057.

for a loan. The creditor may sell the products to pay off the debt if the debtor doesn't pay his bills.⁹

In actuality, however, not every pawn deal is based on an amicable understanding. It is very uncommon for parties to enter into agreements while they are feeling pressured or coerced into doing so, most often the debtor. The debtor is left with little option but to comply with the terms set by the creditor due to this situation of *dwang*, which might manifest as psychological pressure, threats of violence, or intimidation.¹⁰

A number of intricate legal questions arise when a pawn agreement is the product of duress. The enforceability and legitimacy of agreements reached in such a setting is a key concern. The parties to an agreement must have freely and voluntarily agreed to its terms in order for it to be valid under contract law. A legally defective and null and invalid agreement may result when this aspect of freedom is violated as a result of compulsion.¹¹

Another issue is that agreements reached when one party is under pressure usually end up hurting the other party. Fairness and balance are fundamental to contract law, and this goes against both. Consequently, we must investigate the legal procedures for rescinding or amending agreements entered into under duress and how the law governs the protection of persons subjected to such coercion.

According to research conducted by McKendrick (2017) in the book "Contract Law: Text, Cases, and Materials," the concept of contract law has long been the subject of academic and judicial discussion. According to McKendrick, a contract's provisions may indicate compliance if there is a need for one party to sign the contract at the bottom or under the seal. The relevance of this study lies in the fact that it may be used to assess the legal merit of the negotiated *gadai* agreement.¹²

Financial agreements are among the many sorts of agreements that force majeure provisions may impact, according to an article in "Contract Law: Ius Commune Casebooks for the Common Law of Europe" (2010) written by Beale, Fauvarque-Cosson, Rutgers, Tallon, and Vogenauer. While the majority of research is devoted to international trade contracts, it is useful to delve into the topic of how unforeseen

⁹ M Ardiansyah Lubis and Mhd Yadi Harahap, 'Perlindungan Hukum Terhadap Kreditur Sebagai Pemegang Hak Jaminan Dalam Perkara Debitur Wanprestasi', 4.2 (2023), doi:<https://doi.org/10.55637/juinhum.4.2.7834.337-343>.

¹⁰ Mohamad Nur Muliatno Abbas, 'PENYALAHGUNAAN KEADAAN DALAM KONTRAK BAKU PERJANJIAN KREDIT BANK', *Gorontalo Law Review*, 3.2 (2020), pp. 188–204, doi:[10.32662/golrev.v3i2.1162](https://doi.org/10.32662/golrev.v3i2.1162).

¹¹ Natalia Donetha Sinuhaji, 'Akibat Hukum Terhadap Perjanjian Gadai Yang Barang Jaminan Berasal Dari Hasil Kejahatan (Studi Kasus Di PT. Pegadaian (Persero) Cabang Gurun Lawas Kota Padang Dengan Pemberi Gadai)', 2013 <<http://repository.unri.ac.id:80/handle/123456789/4653>> [accessed 13 July 2024].

¹² Ewan McKendrick, *Contract Law: Text, Cases, and Materials* (OUP Oxford, 2012).

circumstances might influence contractual duties in order to comprehend the potential impact of such factors on collateral agreements.¹³

Therefore, this study will cover a wide range of topics pertaining to pawn agreements that were established under *dwang*, or coercion. A thorough examination of the agreement's legality, its effects on the parties, and the safeguards that may be put in place to guarantee a fair and lawful execution of the pawn agreement are the primary areas of attention. In light of the foregoing, we pose the following three questions: (a) how does Indonesian positive law govern the validity of pawn agreements entered into under duress? (b) how does a pawn agreement entered into under duress affect the legal rights and responsibilities of the parties involved? (c) how can court disputes involving pawn agreements entered into under duress be resolved?

RESEARCH METHODS

This piece employs a juridical-normative methodology. Library studies, in the context of legal research, include perusing various secondary sources of information.¹⁴ Along with it, the author will do field research to supplement the secondary materials already collected. The study will include the implementation of important rules in social life and the interaction between these regulations. A more thorough and in-depth picture of the themes mentioned will be provided by this study, which includes a thorough examination of the efficacy, fairness, and applicability of rules with field experience.¹⁵

RESULT AND DISCUSSION

Legal Consequences of the Strength of Pawn Agreements Made Under Coercion

In a pawn arrangement that might lead to issues in the road, namely because the pledgor failed to follow the precautionary principle, rendering the pawn agreement null and void.¹⁶ This statement outlines what the pledgor needs to know in order to execute a pawn arrangement, including having the necessary ownership documentation and evidence of the products purchase transaction on hand to verify the items' validity.

For instance, issues may emerge in the event of a claim from the original owner if the pledge is issued in compliance with the pawn shop's current processes under a pawn agreement. This claim arises from the fact that the original owner is aware that his belongings have been secretly pawned. Because the pawn object is not the property of the

¹³ Hugh Beale and others, *Contract Law: Ius Commune Casebooks for the Common Law of Europe* (Bloomsbury Publishing, 2010).

¹⁴ Soerjono Soekanto dan Sri Mamudji, 'Penelitian Hukum Normatif Suatu Tinjauan Umum', in *Rajawali Pers, Jakarta*, 2007.

¹⁵ Peter Mahmud Marzuki, 'Penelitian Hukum', 2013.

¹⁶ Fira Ika Putri, 'Analisis Terjadinya Wanprestasi Atas Perjanjian Gadai Sawah' (unpublished other, Universitas Muslim Indonesia, 2023) <<http://fh.umi.ac.id/>> [accessed 13 July 2024].

person receiving the pawn, this is what will legally cause the pawn agreement to become null and invalid and the pawn object to no longer exist in the agreement.¹⁷

The pawnshop as the pawnbroker does not have the slightest problem with where the goods come from, this is because they have good faith in receiving the collateral. What is meant by good faith here is objective good faith which in a pawn agreement should be implemented based on norms of propriety and justice, in accordance with Article 1338 of the Civil Code.¹⁸

Pawnshops and pawnbrokers have complete trust in obtaining collateral, thus they don't care in the least about the origins of the products. Here, "good faith" refers to an impartial, lawful, and reasonable understanding of the terms of a pawn arrangement, as laid down in Civil Code

Article 1338.

Both subjective and objective factors must be met for an agreement to be legally binding. "No agreement is valid if the agreement is given by mistake, or obtained by force or fraud," reads Article 1321 of the Civil Code, which governs the first subjective condition: that a pawn is an agreement that needs an agreement. Article 1321."¹⁹ Various clauses of the agreement govern the relationship between the parties. As the owner of the collateral, the debtor has the right to sell or auction it off in order to repay the loan if the debtor is unable to do so.²⁰

Article 330 of the Civil Code specifies that "A person is said to be an adult if he is 21 years old and is married...", which effectively means that a legitimate agreement between the parties is necessary for the second subjective element in a pawn agreement, which is being competent to act in law.

Achieving specific, non-prohibited objectives is the basis for the agreement's objective conditions. Article 1320 of the Civil Code defines a specific item or object, and the third criterion is the accomplishment that is the subject of the contract in issue. The purpose of this is to make sure that the parties' statements are clear and comprehensive. Any declaration that cannot be proved is not legally binding and is thus null and invalid. The following requirements of Article 1333 of the Civil Code have been satisfied by this discussion: "An agreement must have as its principal an item of at least a specified type."

¹⁷ Febiola V. Katiandagho, Ronny A. Maramis, and Toar Neman Palilingan, 'Wanprestasi Akibat Penyalahgunaan Keadaan Dalam Perjanjian Pinjam Meminjam Uang Koperasi Di Kota Manado', *LEX PRIVATUM*, 11.5 (2023) <<https://ejournal.unsrat.ac.id/v3/index.php/lexprivatum/article/view/48711>> [accessed 13 July 2024].

¹⁸ Mohd Afnizar, Devinsyah Nasution, and Muksin Putra Haspy, 'Kedudukan Akta Autentik Notaris Sebagai Alat Bukti Menurut Pasal 1886 KUHPerdara', *Jurnal Justia*, 9.7 (2022), p. 10.

¹⁹ Arthur Kuflik, 'Liberalism, Legal Moralism and Moral Disagreement', *Journal of Applied Philosophy*, 22.2 (2005), pp. 185–98, doi:10.1111/j.1468-5930.2005.00302.x.

²⁰ Ayup Suran Ningsih, 'Kajian Yuridis Efektifitas Penyelesaian Kredit Macet Melalui Lelang Hak Tanggungan', *Arena Hukum*, 14.3 (2021), pp. 546–66, doi:10.21776/ub.arenahukum.2021.01403.7.

In addition, a non-halal and non-prohibited reason is an objective component that is equally vital in an agreement. The fourth stipulation, as outlined in Article 1320 of the Civil Code, requires a connection to Articles 1335 and 1337 of the same code. In this context, "cause" refers to the presence of a connection of purpose, namely, the parties' goal in concluding the contract, even if the legal definition of "cause" is not defined.²¹

There should be a distinction between this concept of causality and the one governed by Article 1365 of the Civil Code, which pertains to causes or factors that have the potential to produce loss. If a contract has no valid reason, that reason is unfounded, or that reason violates the law, public morals, or public order, then the agreement cannot be enforced by law, according to this article.²²

The above discussion leads one to the conclusion that a pawn arrangement is a legal act as the collateral items employed as objects of pledge in the primary agreement do not legally belong to the debtor and may have been obtained via theft or criminal activity. - legislation, rendering the pawn agreement either invalid or without lasting legal effect. The primary agreement in a pawn agreement is the one for lending or borrowing money, whereas the pawn rights are an ancillary agreement. As a result, the lien right will vanish in the event that the primary agreement is not upheld.²³

Validity of Agreements in Forced Circumstances

A contract is null and void if it was entered into under duress, by accident, or by fraud, as stated in Article 1321 of the Civil Code. According to legal definitions, coercion occurs when someone is subjected to undue pressure or threats in order to get their agreement.²⁴

It is possible to nullify a pawn agreement if evidence of coercion is shown. To put this into reality, there must be proof that the consenting individual was subjected to excessive coercion or threats.²⁵

No agreement may be legal if it was gained by force, fraud, or was provided by mistake, according to Article 1321 of the Civil Code. The definition of coercion is defined in the Civil Code in Articles 1324 and 1325. When an act is so terrifying that it might lead a person of sound mind to fear for their safety or the safety of their possessions, it

²¹ Hasim Purba, *Hukum Perikatan dan Perjanjian* (Sinar Grafika, 2023).

²² 'Indonesia-Singapore Defence Cooperation Agreement: A Win Win', *FULCRUM*, 2022 <<https://fulcrum.sg/indonesia-singapore-defence-cooperation-agreement-a-win-win/>> [accessed 31 January 2023].

²³ Grafy Fikri Keso, 'Analisis Penahanan Benda Gadai Milik Debitur Oleh Pt (Persero) Pegadaian Akibat Wanprestasi', *LEX ET SOCIETATIS*, 7.11 (2019), doi:10.35796/les.v7i11.27367.

²⁴ Puspa Pasaribu and Eva Achjani Zulfa, 'Akibat Hukum Identitas Palsu Dalam Akta Perjanjian Kredit Yang Melibatkan Pihak Ketiga Pemberi Jaminan', *JURNAL USM LAW REVIEW*, 4.2 (2021), pp. 535–46, doi:10.26623/julr.v4i2.4050.

²⁵ Abdul Ghofur Anshori, *Hukum perjanjian Islam di Indonesia: Konsep, Regulasi, dan Implementasi* (UGM PRESS, 2018).

can be said that coercion has taken place. When coercion is used against a husband or wife, or members of their immediate or extended family, the agreement becomes null and void.²⁶

Coercion happens when a person provides their permission under duress, according to Professor Subekti's book *Principles of Civil Law*.²⁷ For instance, he may face persecution or have his secrets exposed if he declines to sign an agreement. There must be some illegal activity at the heart of the danger. A threat to sue the individual in court with things seized cannot be considered coercion if the conduct being threatened is one that is permissible by law.

In Explanation of the Law on Invalidity of Agreements, Elly Erawati and Herlien Budiono also state a similar view. In the context of the Civil Code, "coercion" refers to psychological or spiritual coercion, which occurs when one party uses legally forbidden threats against another in order to induce the target into giving their consent against their will. When a person's will is so legally flawed because it was a direct outcome of the threat, it doesn't matter how genuine the expression of will was before the danger.²⁸ That desire will remain unfulfilled in the absence of threats. Loss to that individual or their property, as well as loss to another individual or their property, is what is at risk.²⁹

Among the many possible legal ramifications of pawn agreements entered into under coercion are:

- a. If one party feels coerced into entering into the agreement, they have the right to seek judicial intervention to terminate it.
- b. Restoration of Rights: The pledgor may get their pawned items back, and the pawnee can't use their lien rights to get their money back.
- c. Compensation: If one party feels wronged because of a pledge agreement that was signed under duress, they have the right to seek compensation from the party that committed the coercion.

The court has deemed the mortgage agreement null and invalid in many instances due to the fact that it was executed under coercion. For instance, in several Indonesian legal instances, the court ruled that a pawn agreement was null and void if one of the parties could establish that the agreement was made under duress.

²⁶ Ricky Shandy and Retno Dewi Pulung Sari, 'Aspek Hukum Pencantuman Data Pribadi Secara Sepihak Sebagai Kontak Darurat Dalam Perjanjian Kredit Online', *Binamulia Hukum*, 12.1 (2023), pp. 39–45, doi:10.37893/jbh.v12i1.452.

²⁷ Pokok-Pokok Hukum Perdata, *Subekti*, 1978.

²⁸ Wa Ode Intan Kurniawati and Niken Yulian Yusuf, 'Aspek Hukum Tentang Perjanjian Yang Di Buat Di Bawah Paksaan (Dwang) Menurut Burgerlijk Wetboek (BW) (Studi Putusan Nomor 759 K/Pdt/2017)', *Jurnal Multidisipliner Bharasumba*, 2.02 (2023), pp. 169–81, doi:10.62668/bharasumba.v2i02.676.

²⁹ Sarmaida Sagala, 'ANALISIS YURIDIS ATAS AKTA JUAL BELI YANG DIBUAT DILUAR KEHENDAK PARA PIHAK SECARA BEBAS (STUDI PUTUSAN NOMOR 12/PDT/2018/PN.BTL)', *Journal Law of Deli Sumatera*, 2.2 (2023) <<https://jurnal.unds.ac.id/index.php/jlds/article/view/264>> [accessed 13 July 2024].

This study distinguishes noteworthy because it delves into a neglected area of law: the impact of coercion or force on the legitimacy of a bail arrangement. The use of force majeure in certain financial arrangements, such mortgages, is still in its infancy, despite the fact that the notion has been well researched. The research offers a more comprehensive view of the protection of parties' rights when they are subjected to coercion by bridging the gap between contract law and other branches of law, including international law and human rights. The importance of comprehending the complexities of pressure-induced collateral agreements is growing in light of mounting economic pressures and worldwide uncertainties. This study aims to shape the future of these agreements by influencing their form and enforcement.

CONCLUSION

In terms of the validity and enforceability of a pawn agreement, one that is formed under coercion is not legitimate. An agreement may only be legally binding if both parties freely enter into it, according to civil law, which is particularly true in Indonesia. The lack of free will on the side of the coerced person renders any agreement established under such circumstances null and void. If an agreement is issued under duress, inadvertently, or by mistake, it is considered void according to the Indonesian Civil Code, particularly Article 1321.

Consequently, the injured party might seek judicial cancellation of the pawn agreement if it can be shown that it was undertaken under duress. To sum up, the compelled party has the right to revoke the pawn agreement and it will not be legally binding. The agreement is considered private due to the legal ramifications of giving too much credence to land rights. This is due to the fact that neither the bank nor the property Deed Making Officer, who is allowed to create a deed transferring title to property, was present when the agreement was executed.

According to Article 1338 of the Civil Code, all agreements formed in compliance with the law are binding on the parties to them. The parties must act in good faith throughout the whole agreement-making and -termination processes, which is a prerequisite for the agreement to be valid. For the simple reason that the agreement can only be carried out if both parties are in good faith and agree to surrender their land rights.

From an agrarian law standpoint, an agreement to transfer land rights through over-credit sales or private purchases is not valid because, according to Article 37 paragraph (1) of Government Regulation no. 24 of 1997 regarding Land Registration, the transfer of land rights must be carried out before an authorized official.

Submitting a request for determination to the District Court where the jurisdiction is located can be done to legally resolve the transfer of land rights through over-credit sales and private purchases where the seller's whereabouts are no longer known. This will legalize the sale and purchase, allowing the plaintiff to pursue other legal options. Proceed with the sale and purchase deed processing at the bank with the land certificate in hand. If you want to prevent major problems in the road, it's wise to give more careful consideration to the current facts before entering into a Pawn Agreement. Legal education efforts should focus on helping the general public recognize the value of pawn agreements

and the proper processes for entering into them, such as communicating with the bank to inform them of the transfer of rights and duties and executing a legally enforceable pledge agreement. To ensure that the Pawn Agreement is executed in a fair and legal manner, it is necessary to do so in the presence of a Pawn Officer. This will allow the existence of the Pawn Holding Institution to serve as proof of completion.

BIBLIOGRAPHY

- Abbas, Mohamad Nur Muliatno, 'Penyalahgunaan Keadaan Dalam Kontrak Baku Perjanjian Kredit Bank', *Gorontalo Law Review*, 3.2 (2020), pp. 188–204, doi:10.32662/golrev.v3i2.1162
- Afnizar, Mohd, Devinsyah Nasution, and Muksin Putra Haspy, 'Kedudukan Akta Autentik Notaris Sebagai Alat Bukti Menurut Pasal 1886 KUHPerdara', *Jurnal Justia*, 9.7 (2022), p. 10
- Anshori, Abdul Ghofur, *Hukum perjanjian Islam di Indonesia: Konsep, Regulasi, dan Implementasi* (UGM PRESS, 2018)
- Beale, Hugh, Bénédicte Fauvarque-Cosson, Jacobien Rutgers, Denis Tallon, and Stefan Vogenauer, *Contract Law: Ius Commune Casebooks for the Common Law of Europe* (Bloomsbury Publishing, 2010)
- Harahap, Tuti Khairani, Yuyut Prayuti, Nining Latianingsih, Amsari Damanik, Tiyas Maheni, Ida Farida, and others, 'Pengantar Ilmu Hukum', *Penerbit Tahta Media*, 2023 <<https://tahtamedia.co.id/index.php/issj/article/view/255>> [accessed 1 February 2024]
- 'Indonesia-Singapore Defence Cooperation Agreement: A Win Win', *FULCRUM*, 2022 <<https://fulcrum.sg/indonesia-singapore-defence-cooperation-agreement-a-win-win/>> [accessed 31 January 2023]
- Kamello, Tan Kamello, *Hukum jaminan fidusia suatu kebutuhan yang didambakan* (Penerbit Alumni, 2022)
- Katiandagho, Febiola V., Ronny A. Maramis, and Toar Neman Palilingan, 'Wanprestasi Akibat Penyalahgunaan Keadaan Dalam Perjanjian Pinjam Meminjam Uang Koperasi Di Kota Manado', *LEX PRIVATUM*, 11.5 (2023) <<https://ejournal.unsrat.ac.id/v3/index.php/lexprivatum/article/view/48711>> [accessed 13 July 2024]
- Keso, Grafy Fikri, 'Analisis Penahanan Benda Gadai Milik Debitur Oleh Pt (Persero) Pegadaian Akibat Wanprestasi', *LEX ET SOCIETATIS*, 7.11 (2019), doi:10.35796/les.v7i11.27367
- Kosasih, Johannes Ibrahim, *Akses Perkreditan dan Ragam Fasilitas Kredit dalam Perjanjian Kredit Bank* (Sinar Grafika (Bumi Aksara), 2021)
- Kuflik, Arthur, 'Liberalism, Legal Moralism and Moral Disagreement', *Journal of Applied Philosophy*, 22.2 (2005), pp. 185–98, doi:10.1111/j.1468-5930.2005.00302.x

- Kurniawati, Wa Ode Intan, and Niken Yulian Yusuf, 'Aspek Hukum Tentang Perjanjian Yang Di Buat Di Bawah Paksaan (Dwang) Menurut Burgerlijk Wetboek (BW) (Studi Putusan Nomor 759 K/Pdt/ 2017)', *Jurnal Multidisipliner Bharasumba*, 2.02 (2023), pp. 169–81, doi:10.62668/bharasumba.v2i02.676
- Kusumaatmadja, Mochtar, *Pengantar Ilmu Hukum: Suatu Pengenalan Pertama Ruang Lingkup Berlakunya Ilmu Hukum Buku I* (Alumni, 2000)
- Lende, Stenly Trinaldi, Siti Ramlah Usman, and Orpa Juliana Nubatonis, 'Tanggung Jawab Perdata Nasabah Yang Wanprestasi Dalam Perjanjian Pinjam Meminjam Uang Pada Koperasi Nasari Kecamatan Oebobo Kota Kupang', *Jurnal Hukum Bisnis*, 13.03 (2024), pp. 1–14, doi:10.47709/jhb.v13i03.4057
- Lubis, M Ardiansyah, and Mhd Yadi Harahap, 'Perlindungan Hukum Terhadap Kreditur Sebagai Pemegang Hak Jaminan Dalam Perkara Debitur Wanprestasi', 4.2 (2023), doi:<https://doi.org/10.55637/juinhum.4.2.7834.337-343>
- Marzuki, Peter Mahmud, 'Penelitian Hukum', 2013
- McKendrick, Ewan, *Contract Law: Text, Cases, and Materials* (OUP Oxford, 2012)
- Ningsih, Ayup Suran, 'Kajian Yuridis Efektifitas Penyelesaian Kredit Macet Melalui Lelang Hak Tanggungan', *Arena Hukum*, 14.3 (2021), pp. 546–66, doi:10.21776/ub.arenahukum.2021.01403.7
- Pasaribu, Puspa, and Eva Achjani Zulfa, 'AKIBAT HUKUM IDENTITAS PALSU DALAM AKTA PERJANJIAN KREDIT YANG MELIBATKAN PIHAK KETIGA PEMBERI JAMINAN', *JURNAL USM LAW REVIEW*, 4.2 (2021), pp. 535–46, doi:10.26623/julr.v4i2.4050
- Pokok-Pokok Hukum Perdata, *Subekti*, 1978
- Purba, Hasim, *Hukum Perikatan dan Perjanjian* (Sinar Grafika, 2023)
- Putri, Fira Ika, 'ANALISIS TERJADINYA WANPRESTASI ATAS PERJANJIAN GADAI SAWAH' (unpublished other, Universitas Muslim Indonesia, 2023) <<http://fh.umi.ac.id/>> [accessed 13 July 2024]
- Rasji, and Alex Oktavian, 'Perlindungan Hukum Terhadap Konsumen Terkait Layanan Grab Food Berdasarkan Pasal 4 Ayat 3 Undang-Undang No. 8 Tahun 1999 Tentang Perlindungan Konsumen', *Jurnal Kewarganegaraan*, 7.2 (2023), pp. 1788–99
- Sagala, Sarmaida, 'Analisis Yuridis Atas Akta Jual Beli Yang Dibuat Diluar Kehendak Para Pihak Secara Bebas (Studi Putusan NOMOR 12/PDT/2018/PN.BTL)', *Journal Law of Deli Sumatera*, 2.2 (2023) <<https://jurnal.unds.ac.id/index.php/jlds/article/view/264>> [accessed 13 July 2024]

-
- Shandy, Ricky, and Retno Dewi Pulung Sari, 'Aspek Hukum Pencantuman Data Pribadi Secara Sepihak Sebagai Kontak Darurat Dalam Perjanjian Kredit Online', *Binamulia Hukum*, 12.1 (2023), pp. 39–45, doi:10.37893/jbh.v12i1.452
- Sinuhaji, Natalia Donetha, 'Akibat Hukum Terhadap Perjanjian Gadai Yang Barang Jaminan Berasal Dari Hasil Kejahatan (Studi Kasus Di PT. Pegadaian (Persero) Cabang Gurun Lawas Kota Padang Dengan Pemberi Gadai)', 2013 <<http://repository.unri.ac.id:80/handle/123456789/4653>> [accessed 13 July 2024]
- Soerjono Soekanto dan Sri Mamudji, 'Penelitian Hukum Normatif Suatu Tinjauan Umum', in *Rajawali Pers, Jakarta*, 2007
- Tutik, Titik Triwulan, *Hukum Perdata Dalam Sistem Hukum Nasional* (Kencana, 2015)
- Wantu, Fence, Mohamad Hidayat Muhtar, Viorizza Suciani Putri, Mutia Cherawaty Thalib, and Nirwan Junus, 'Eksistensi Mediasi Sebagai Salah Satu Bentuk Penyelesaian Sengketa Lingkungan Hidup Pasca Berlakunya Undang-Undang Cipta Kerja', *Bina Hukum Lingkungan*, 7.2 (2023), pp. 267–89