

The Paradox of Freedom of Contract in Land Sales: Legal Certainty and Contractual Justice

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ABSTRACT

Freedom of contract is a fundamental principle of contract law that ensures party autonomy and the binding force of agreements. In land sale agreements, however, contractual certainty may conflict with contractual justice when the performance of contractual clauses produces discrepancies in rights, obligations, performance, or risk allocation. This study analyzes the position of freedom of contract in ensuring legal certainty and determines the limits of its application in realizing contractual justice in land sale agreements. This study employs normative legal research using statutory and conceptual approaches. Legal materials are analyzed qualitatively through a prescriptive-analytical method. The findings demonstrate that freedom of contract performs two functions: an internal function, ensuring certainty regarding contractual rights, obligations, performance, objects, prices, and risks; and an external function, requiring contractual certainty to be integrated with the legal requirements governing the transfer and registration of land rights. The study further finds that the binding force of contract is not absolute. Good faith, propriety, and proportionality operate as substantive parameters for assessing contractual performance. Accordingly, contractual justice is not the antithesis of *pacta sunt servanda* but a substantive parameter that harmonizes contractual binding force with legal certainty in land transactions.

Keywords: Contractual Justice; Freedom Of Contract; Good Faith; Land Sale Agreement; Legal Certainty

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INTRODUCTION

Freedom of contract is one of the fundamental principles of contract law, allowing parties to establish and determine the content of their legal relationship according to their own will. This principle reflects party autonomy while providing a foundation for legal certainty in contractual relations. Under Indonesian private law, freedom of contract is closely associated with the principle of *pacta sunt servanda*, as reflected in Article 1338(1) of the Indonesian Civil Code (Kitab Undang-Undang Hukum Perdata, hereinafter the “Civil Code”), which affirms the binding force of agreements validly concluded. In land transactions, legal certainty becomes particularly important because the acquisition of land rights involves not only private legal relations but also the land law system and the

administration of land-right registration. The complexity of land regulations remains one of the factors that may give rise to disputes and conflicts in the acquisition of land rights (Widiyono & Khan, 2023).

The binding force of an agreement, however, does not mean that freedom of contract is absolute. Article 1338(3) of the Civil Code requires agreements to be performed in good faith, while Article 1339 extends the binding effect of an agreement to matters that, according to the nature of the agreement, are required by reasonableness and propriety, custom, or law. These provisions demonstrate that contract law is concerned not only with what the parties have expressly agreed upon but also with how contractual rights and obligations are performed. Nugraheni and Hernawan (2024) show that an important issue in Indonesian contract law lies in the lack of clarity regarding the definition and benchmarks of good faith. They identify honesty, propriety, and fairness as important elements in determining the parameters of good faith, operating from the pre-contractual stage through contract performance and even after the contractual relationship has ended.

The interaction between the binding force of contract and the requirement of good faith becomes problematic when a clause that is formally valid and binding produces, in its performance, an imbalance in rights, obligations, performance, or the allocation of risk. On the one hand, *pacta sunt servanda* requires respect for agreements as a guarantee of legal certainty. On the other hand, contractual performance cannot be separated from standards of good faith and propriety. This tension shows that contractual certainty cannot be assessed solely by the existence of a clause; it must also take into account how that clause is performed within the parties' overall legal relationship. Good faith is therefore relevant because the absence of clear parameters may lead to divergent interpretations by both contracting parties and judges in resolving contractual disputes (Nugraheni & Hernawan, 2024).

The issue becomes more complex in agreements for the sale and purchase of land. Land, as the object of a transaction, is not governed solely by the private relationship between seller and buyer but is also subject to the land law system, which determines the status of rights, the area and boundaries of land parcels, the identity of rights holders, registration, and the mechanisms for transferring rights. Widiyono and Khan (2023) demonstrate that certainty in the acquisition of land rights requires regulatory harmonization as well as efficient and transparent procedures to protect the parties' rights. Meanwhile, Fathoni et al. (2024) find that the plurality of legal sources applied in the practice of land-right transactions—including the Civil Code, customary law, the Basic Agrarian Law, and land-registration regulations—may continue to create problems of legal certainty and justice.

Contractual problems in land transactions may arise when the condition of the object at the performance stage does not fully correspond to what the parties previously understood or agreed upon. Differences in land area resulting from measurement, the administrative status of rights, the identity of rights holders, certification processes, price, and the mechanism for transferring rights may affect the substance of performance and the parties' allocation of risk. In such circumstances, rigid adherence to the wording of a clause

may provide certainty as to what was agreed, but it does not necessarily resolve the question of whether its performance is reasonable. Conversely, a discrepancy or imbalance in performance cannot automatically justify disregarding the binding force of the agreement. Anand et al. (2022), for example, illustrate the complexity of protecting good-faith parties in land transactions when positive law may affect the validity or enforceability of the transaction.

The complexity of land transactions is not confined to the direct relationship between seller and buyer. The transfer of land rights also involves authorized officials and administrative mechanisms that affect transactional certainty. Rahmah et al. (2024) identify legal dilemmas faced by Land Deed Officials (Pejabat Pembuat Akta Tanah, PPAT) in the transfer of land rights, particularly in reconciling legal certainty and justice in the implementation of land policies. In a different context, Yuniyanti et al. (2024) find that dispute resolution concerning preliminary sale and purchase agreements (Perjanjian Pengikatan Jual Beli, PPJB) for apartment units continues to face legal-certainty problems, particularly because judgments or settlement agreements are not always readily enforceable. These findings further demonstrate that certainty in land transactions is determined not merely by the existence of a contract but by the broader legal mechanisms through which contractual rights and obligations can be realized.

This condition gives rise to what this study conceptualizes as the paradox of freedom of contract. Freedom of contract is necessary to safeguard party autonomy and provide certainty for the legal relationships created by the parties; yet the binding force derived from that freedom may become problematic when applied formalistically without regard to good faith, propriety, and proportionality in contractual performance. At the same time, excessive reliance on justice to correct every contractual imbalance may weaken *pacta sunt servanda* and undermine legal certainty. The fundamental issue in contract law, therefore, is not to choose between legal certainty and justice, but to determine the limits within which both can operate proportionately in contractual relations (Fathoni et al., 2024; Nugrahenti & Hernawan, 2024). Previous studies have examined these issues from different perspectives. Fathoni et al. (2024) place legal certainty and justice at the foundation of reformulating the regulation of land sales and transfers of land rights, whereas Widiyono and Khan (2023) focus on legal certainty in the acquisition of land rights under national land law. In contract law, Nugrahenti and Hernawan (2024) focus on the definition and parameters of good faith. Anand et al. (2022) examine the implications of transaction cancellation and the position of good-faith parties in land sales, while Rahmah et al. (2024) approach the transfer of land rights from the perspective of legal dilemmas faced by PPATs. These studies demonstrate that legal certainty, justice, and good faith have become important concerns in the development of Indonesian contract and land law. However, they have not specifically placed the paradox of freedom of contract at the center of an analysis of the relationship between the binding force of agreements and contractual justice at the performance stage of land sale agreements. Fathoni et al. (2024) are oriented toward regulatory reform in land sales and transfers; Widiyono and Khan (2023) focus on certainty in the acquisition of land rights; and Nugrahenti and Hernawan (2024) concentrate on the

conceptualization and parameters of good faith. There is therefore room to construct the relationship among *pacta sunt servanda*, good faith, propriety, and proportionality in determining the extent to which freedom of contract should be maintained when the performance of a contractual clause encounters demands of contractual justice.

Against this background, this study aims to analyze the position of the principle of freedom of contract in ensuring legal certainty and to determine the limits of its application in realizing contractual justice in land sale agreements. The novelty of this study lies in a construction that positions legal certainty as the starting point for respecting the binding force of agreements, while good faith, propriety, and proportionality serve as substantive parameters for assessing the reasonableness of the performance of the parties' rights, obligations, contractual performance, and allocation of risk. Under this construction, contractual justice is not treated as the antithesis of *pacta sunt servanda*; rather, it functions as an instrument to ensure that freedom of contract produces contractual relations that are not only legally certain but also just (Fathoni et al., 2024; Nugrahenti & Hernawan, 2024). Accordingly, this study addresses two principal questions: how does the principle of freedom of contract ensure legal certainty in land sale agreements, and what are the limits of its application in realizing contractual justice? These questions are analyzed by positioning *pacta sunt servanda* as the basis of the binding force of agreements and good faith, propriety, and proportionality as parameters for assessing the performance of contractual rights and obligations.

METHOD

This study employs normative legal research, treating legal norms, principles, and doctrines as its objects of inquiry. Legal research is used to identify, interpret, and construct legal norms in addressing the legal issues under examination. The choice of approach in legal research determines both the analytical framework applied to legal materials and the structure of the resulting legal argument (Hamzani et al., 2024). This study adopts a statute approach and a conceptual approach. The statute approach is used to examine legal provisions governing contracts, sale and purchase transactions, and the transfer of land rights, while the conceptual approach is used to analyze freedom of contract, *pacta sunt servanda*, good faith, propriety, proportionality, legal certainty, and contractual justice.

The legal materials consist of primary and secondary legal materials. Primary legal materials include the Indonesian Civil Code, particularly provisions concerning the validity and binding force of agreements, good faith, the legal effects of agreements, and sale and purchase; Law Number 5 of 1960 concerning the Basic Agrarian Principles; and other relevant legislation governing the registration and transfer of land rights. Secondary legal materials include books, scholarly journal articles, and research findings concerning contract law, land law, freedom of contract, *pacta sunt servanda*, good faith, propriety, proportionality, legal certainty, and contractual justice. The legal materials were collected through library research by inventorying, identifying, classifying, and tracing relevant legislation and scholarly literature. They were subsequently selected and classified according to their relevance to the research focus, namely the position of freedom of

contract in ensuring legal certainty and the limits of its application in realizing contractual justice in land sale agreements.

The legal materials were analyzed qualitatively using a prescriptive-analytical method through the interpretation and systematization of legal norms and the analysis of relevant principles, concepts, and doctrines. The analysis connects the binding force of agreements under *pacta sunt servanda* with good faith, propriety, and proportionality as parameters for determining the limits of freedom of contract. The results are used to formulate a legal argument concerning the relationship between legal certainty and contractual justice in land sale agreements.

RESULTS AND DISCUSSION

Freedom of Contract as the Foundation of Legal Certainty in Land Sale Agreements

Freedom of contract is a fundamental principle of contract law that grants parties autonomy to establish and determine the substance of their legal relationship according to their interests and intentions. In principle, this autonomy includes the freedom to choose the contracting party, determine the contractual object and price, specify the form and timing of performance, and allocate rights, obligations, and risks. Within the structure of contract law, freedom of contract not only reflects individual autonomy but also functions as a mechanism through which private parties regulate their own legal relationship. Nevertheless, freedom of contract is not absolute, because its exercise remains subject to legal limits and may encounter requirements of balance and protection for parties adversely affected by contractual inequality (ZA et al., 2023). Normatively, freedom of contract finds an important basis in Article 1338(1) of the Civil Code, which provides that all agreements validly made shall have the force of law between the parties. This provision reflects *pacta sunt servanda*: an agreement that satisfies legal requirements becomes binding upon the parties. Consequently, the parties are generally required to perform as agreed and may not unilaterally escape their contractual obligations merely because performance later proves less advantageous. This binding force creates predictability by enabling each party to anticipate the rights to be obtained, the obligations to be performed, and the legal consequences of non-performance. *Pacta sunt servanda* therefore constitutes an important instrument for contractual stability and legal certainty.

The binding force of an agreement must be read systematically with Article 1320 of the Civil Code. An agreement obtains legal validity when it satisfies the requirements of consent, capacity, a specific subject matter, and a lawful cause. The first two requirements concern the subjective elements of an agreement, whereas the latter two concern its objective elements. The relationship between Articles 1320 and 1338(1) demonstrates that freedom of contract is not merely a factual freedom to reach agreement. Article 1320 establishes the requirements for contractual validity, while Article 1338(1) attaches the legal consequence of binding force to an agreement validly concluded. Party autonomy therefore receives legal protection once the parties' intentions have been transformed into an agreement satisfying the applicable legal requirements.

In a sale and purchase agreement, this freedom allows the seller and buyer to determine the elements of their contractual relationship, including price, object, method of payment, time for performance, each party's obligations, and the allocation of particular risks that may arise during performance. Agreements concerning these elements should, in principle, be respected as manifestations of party autonomy. Respect for an agreed allocation of risk is also important to prevent a contract from being readily altered or disregarded merely because one party later considers its economic consequences disadvantageous. Contractual legal certainty thus protects not only the existence of the agreement but also the legitimate legal expectations created by the parties through that agreement (ZA et al., 2023).

This characteristic becomes more complex when land is the object of the agreement. A land sale is not merely an obligational relationship between seller and buyer; it also engages the agrarian-law regime governing the status of rights, the subject and object of land rights, transfer mechanisms, and registration. Widiyono and Khan (2023) show that legal certainty in the acquisition of land rights depends on clarity and harmonization within the legal framework governing the acquisition process. Fathoni et al. (2024), meanwhile, demonstrate that land sales and transfers of land rights in Indonesia continue to face issues of legal certainty and justice because of the complexity of the legal sources applied in practice. Legal certainty in land sales therefore cannot be constructed solely through the binding force of contract; it also requires certainty regarding the status and transfer of rights under the land law system (Fathoni et al., 2024; Widiyono & Khan, 2023).

In this context, a conceptual distinction should be drawn between contractual legal certainty and land-law certainty. Contractual legal certainty concerns the clarity and binding force of the rights and obligations agreed upon by the parties, whereas land-law certainty concerns clarity regarding the status of rights, the identity of rights holders, the location, area and boundaries of the land, and the registration and transfer of rights under land law. The two are not identical, but they are interrelated. An agreement may create contractual rights and obligations between seller and buyer, while the transfer of land rights remains subject to the requirements of the agrarian-law regime. This perspective is consistent with the view that land management and administration should provide both certainty and justice in legal relations concerning land (Setiabudhi et al., 2023).

This distinction has important consequences for assessing clauses in land sale agreements. Clauses concerning price, object, method of payment, performance, and allocation of risk should in principle be respected insofar as they form part of a valid agreement. When a discrepancy subsequently arises between the conditions anticipated at contract formation and the condition of the object following measurement or land-administration procedures, legal analysis should not immediately begin by asking which party has gained more or suffered greater loss. The first inquiry should instead identify what was actually agreed, how the object and price were formulated, what risks were knowingly allocated to each party, and the extent to which the relevant clause is binding. Such an approach is necessary to prevent contractual justice from being invoked too broadly to correct every economic consequence arising from a valid agreement.

Respect for agreement, however, cannot lead to the assumption that every contractual clause is substantively proper merely because the parties consented to it. Swetasoma (2021), in a study of preliminary sale and purchase agreements for land and buildings under a pre-project selling system, emphasizes the importance of equality between the parties in contractual relations. This finding shows that formal freedom of contract does not necessarily produce substantive balance. Likewise, ZA et al. (2023) demonstrate that freedom of contract is not unlimited and that legal intervention may be possible when contractual imbalance arises. The binding force of contract should therefore remain the starting point of analysis, but it does not preclude further scrutiny of the reasonableness of the parties' exercise of contractual rights and performance of obligations (Swetasoma, 2021; ZA et al., 2023).

This dimension is particularly important in land transactions because legal protection depends not only on the existence of a contract but also on the parties' conduct during the formation and performance of their legal relationship. Good faith serves as an instrument to ensure that contractual rights are not exercised formalistically while disregarding the other party's legitimate interests. Studies concerning good-faith purchasers of land demonstrate the importance of good faith in determining legal protection in land transactions, while Nugraheni and Hernawan (2024) show that good faith in Indonesian contract law should be understood through parameters capable of assessing the parties' conduct more objectively. Accordingly, the certainty provided by *pacta sunt servanda* does not eliminate the relevance of good faith in contractual performance (Anand et al., 2022; Nugraheni & Hernawan, 2024).

From the perspective of agrarian law, the relationship between contract and the transfer of land rights also requires caution because the realization of a land transaction is connected with the functions of authorized officials and land-administration procedures. Rahmah et al. (2024) identify legal dilemmas that Land Deed Officials may face in the transfer of land rights when the implementation of land-law provisions encounters competing demands of certainty and justice. This reinforces the argument that contractual certainty is not automatically identical to certainty in the transfer of land rights. A contractual relationship may bind the parties, but the realization of the transfer still requires compliance with the applicable requirements of agrarian law and land administration (Rahmah et al., 2024).

The analysis demonstrates that freedom of contract performs two functions in establishing legal certainty in land sales. First, it has an internal function by providing certainty regarding the rights, obligations, performance, price, object, and allocation of risk agreed upon by the parties. Second, it has an external function by providing the contractual basis for a transaction that must subsequently be integrated with the requirements governing the transfer and registration of rights under agrarian law. Legal certainty in land sales therefore cannot be reduced either to the existence of a contract alone or to land administration alone. Comprehensive certainty arises when contractual certainty and land-law certainty operate consistently within a single legal relationship (Fathoni et al., 2024; Setiabudhi et al., 2023; Widiyono & Khan, 2023).

Accordingly, the principle of freedom of contract occupies the position of a normative foundation for contractual legal certainty in land sale agreements. Article 1320 of the Civil Code provides the basis for contractual validity, while Article 1338(1) gives binding force to agreements validly concluded. Pacta sunt servanda further ensures that agreed rights, obligations, performance, and allocations of risk cannot be disregarded arbitrarily. In land transactions, this binding force must operate alongside certainty concerning the status, object, and subject of rights, as well as the mechanisms for transferring and registering those rights under agrarian law. Freedom of contract, however, is not absolute. Its exercise remains limited by good faith, propriety, balance, and contractual justice (Nugraheni & Hernawan, 2024; ZA et al., 2023).

The principal finding of this subsection is that respect for contract is the starting point, not the endpoint, in achieving legal certainty in land sales. Freedom of contract legitimizes party autonomy and pacta sunt servanda guarantees the binding force of agreement, but legal certainty in land transactions becomes complete only when contractual certainty is integrated with land-law certainty. At the next stage, that binding force must be assessed through good faith, propriety, proportionality, and the balance of rights and obligations in order to determine the limits of freedom of contract in realizing contractual justice.

Harmonizing Legal Certainty and Contractual Justice through Good Faith, Propriety, and Proportionality

Freedom of contract allows parties to determine the content, rights, obligations, and allocation of risk in an agreement. However, such freedom is not absolute. The binding force of agreements under Article 1338(1) of the Civil Code must be read systematically with Articles 1338(3) and 1339. Freedom of contract and pacta sunt servanda therefore provide the basis for legal certainty, while good faith and propriety establish limits on the exercise and performance of contractual rights and obligations (Khairandy, 2017; Miru, 2022).

Good faith is one of the principal limits on freedom of contract. Article 1338(3) of the Civil Code requires agreements to be performed in good faith. Conceptually, good faith may be understood in both subjective and objective senses. Subjective good faith concerns honesty or a person's state of mind, whereas objective good faith assesses the parties' conduct according to standards of reasonableness and propriety. In contractual performance, the objective dimension is particularly important because the assessment is directed not only to what is written in the agreement but also to how contractual rights and obligations are performed (Khairandy, 2017).

Good faith is closely related to propriety under Article 1339 of the Civil Code. An agreement binds the parties not only with respect to matters expressly stipulated but also with respect to everything that, according to the nature of the agreement, is required by propriety, custom, or law. Consequently, a contractual clause cannot be understood in isolation from the parties' overall legal relationship (Agustina, 2012). In land sale agreements, contractual performance must therefore take into account the agreed object,

the parties' performance, the allocation of risk, and the legal provisions governing the transfer of land rights.

Good faith and propriety should further be complemented by the principle of proportionality. Proportionality does not require mathematical equality between the parties' rights, obligations, benefits, and losses. Rather, it emphasizes a proportionate exchange of rights and obligations throughout the contractual process (Hernoko, 2014, 2016). In this context, contractual balance likewise does not require the parties to obtain identical outcomes; instead, freedom of contract and the binding force of agreements must remain attentive to a proper balance of the parties' interests (Budiono, 2015).

Accordingly, a loss suffered by one party does not, by itself, establish contractual injustice. The assessment must focus on the source of that loss: whether it is the consequence of a risk validly agreed upon or whether it results from a deviation from the promised performance. This distinction is important so that proportionality is not used as a basis for disregarding a contract merely because its ultimate outcome is more advantageous to one party.

Within this framework, three conceptual limits must be emphasized: freedom of contract does not mean absolute freedom; *pacta sunt servanda* does not require a mechanical, purely textual application of the contract; and contractual justice does not mean mathematical equality. The binding force of contract must continue to be respected, but the exercise of rights and performance of obligations arising from it must remain within the boundaries of good faith, propriety, and proportionality (Hernoko, 2014; Khairandy, 2017).

On this basis, legal certainty and contractual justice should not be treated as opposing values. Legal certainty constitutes the starting point because a validly concluded agreement must be respected and performed. Contractual justice then serves as a substantive parameter for assessing the propriety of the exercise and performance of rights, obligations, contractual performance, and risks. In land sale agreements, this construction must operate together with certainty concerning the object, the subject of rights, and the mechanism for transferring land rights.

This study therefore proposes a four-stage harmonization model: first, contractual validity, to ensure that the requirements for contract formation have been satisfied; second, the binding force of contractual clauses, to identify the rights, obligations, performance, and risks agreed upon; third, good faith and propriety, to assess how rights and obligations are exercised and performed; and fourth, proportionality, to assess the relationship among rights, obligations, performance, and risks throughout contractual performance.

CONCLUSION

This study concludes that freedom of contract constitutes the normative foundation of legal certainty in land sale agreements by recognizing party autonomy and ensuring the binding force of valid agreements through *pacta sunt servanda*. However, legal certainty in land transactions cannot be derived solely from contractual binding force. It

requires the integration of contractual certainty with land-law certainty concerning the status, object, and subject of land rights, as well as the mechanisms for their transfer and registration. The binding force of contract therefore represents the starting point, rather than the endpoint, of legal analysis.

The application of freedom of contract is not absolute. Good faith, propriety, and proportionality operate as substantive parameters for assessing whether contractual rights, obligations, performance, and risks are implemented fairly. A contractual imbalance or economic loss does not, by itself, constitute contractual injustice; the decisive consideration is whether such consequences arise from risks validly allocated by the parties or from a deviation from the agreed performance. Accordingly, contractual justice should not be positioned as the antithesis of *pacta sunt servanda*, but as a substantive mechanism for harmonizing the binding force of contract with legal certainty. This study therefore proposes a four-stage framework for assessing land sale agreements: contractual validity, binding force of contractual clauses, good faith and propriety, and proportionality. Through this framework, freedom of contract can maintain legal certainty without disregarding contractual justice in land transactions.

REFERENCES

- Agustina, R. (2012). *Hukum perikatan (Law of obligations)*. Pustaka Larasan.
- Anand, G., Putri, D. S., Nugraha, X., Hartono, J., & Pusparani, M. A. (2022). Legal implications on cancellation of agreements made prior to custody for good faith land buyers. *Padjadjaran Jurnal Ilmu Hukum*, 9(2), 253–275. doi:10.22304/pjih.v9n2.a6
- Budiono, H. (2015). *Asas keseimbangan bagi hukum perjanjian Indonesia*. Citra Aditya Bakti.
- Fathoni, M. Y., Sulistiyono, A., & Karjoko, L. (2024). Reformulation of sale and purchase agreement regulations in creating legal certainty and justice in the transfer of land rights in Indonesia. *Jurnal IUS Kajian Hukum dan Keadilan*, 12(1), 55–67. doi:10.29303/ius.v12i1.1351
- Hamzani, A. I., Widyastuti, T. V., Khasanah, N., & Mohd Rusli, M. H. (2024). Implementation approach in legal research. *International Journal of Advances in Applied Sciences*, 13(2), 380–388. doi:10.11591/ijaas.v13.i2.pp380-388
- Hernoko, A. Y. (2014). *Hukum perjanjian: Asas proporsionalitas dalam kontrak komersial*. Prenadamedia Group.
- Hernoko, A. Y. (2016). Asas proporsionalitas sebagai landasan pertukaran hak dan kewajiban para pihak dalam kontrak komersial. *Jurnal Hukum dan Peradilan*, 5(3), 447–466. doi:10.25216/jhp.5.3.2016.447-466
- Khairandy, R. (2017). *Iktikad baik dalam kontrak: Di berbagai sistem hukum*. FH UII Press.
- Miru, A. (2022). *Hukum kontrak & perancangan kontrak*. Rajawali Pers.
- Nugrahenti, M. C., & Hernawan, A. (2024). Good faith principle in Indonesian contract law: How to set the definition and its benchmarks. *Journal of Infrastructure, Policy and Development*, 8(10), Article 7358. doi:10.24294/jipd.v8i10.7358
- Rahmah, S., Jalil, H., & Kadir, M. Y. A. (2024). Legal dilemma for land deed officials in transferring land title within agrarian reform in Indonesia: A study in Aceh

- Province. Samarah: Jurnal Hukum Keluarga dan Hukum Islam, 8(1), 556–578. doi:10.22373/sjkh.v8i1.16898
- Setiabudhi, D. O., Yunus, A., Irwansyah, & Rifky, A. (2023). The role of land management paradigm towards certainty and justice. *Bestuur*, 11(1), 43–60. doi:10.20961/bestuur.v11i1.71710
- Swetasoma, C. G. (2021). The equality of parties in sale-and-purchase binding agreement on land and building with the pre-project selling system. *Padjadjaran Jurnal Ilmu Hukum*, 8(3), 439–454. doi:10.22304/pjih.v8n3.a7
- Widiyono, T., & Khan, M. Z. K. (2023). Legal certainty in land rights acquisition in Indonesia's national land law. *Law Reform*, 19(1), 128–147. doi:10.14710/lr.v19i1.48393
- Yuniyanti, S. S., Siska, F., & Mohd Dian, A. (2024). Enhancing legal certainty for consumers in apartment unit trade: A comparative analysis of dispute settlement agreements in Indonesia and the Netherlands. *Journal of Law and Legal Reform*, 5(1), 333–360. doi:10.15294/jllr.vol5i1.2159
- ZA, I., Hamsin, M. K., Anggriawan, R., & Salim, A. A. (2023). Freedom of contract and judicial intervention: Does the court have the right? *Revista Opinião Jurídica (Fortaleza)*, 21(36), 205–221. doi:10.12662/2447-6641oj.v21i36.p205-221.2023