



The Principle of Good Faith in Oral Pawn Agreements with Motor Vehicle Credit Collateral

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Abstract: In general, when someone borrows from a bank or other financial institution, an agreement will usually be drawn up by both parties. However, most of these agreements are only made verbally without using a written agreement. This analysis aims to study the validity of credit agreements made through words or speech using property collateral in the form of motor vehicles, as well as the implementation of the principle of good faith in undocumented or unwritten credit agreements involving motor vehicle collateral. This analysis uses a normative-based legal approach and utilizes primary and secondary data sources obtained through literature studies, scientific articles, books, and provisions of legal articles related to the research topic. Information was collected using the minutes and documentation method and reviewed in depth. Observations show that the credit agreement through oral communication between Party 1 and Party 2 has fulfilled all the requirements under Article 1320 of the Civil Code. An agreement was made to borrow a certain amount of money with a motor vehicle as collateral. Party 1, in good faith, fulfilled all agreed provisions, including repayment of 30% of the loan with 8% monthly interest within three months.

Keywords: Pledge; Good Faith; Oral Agreement

1. Introduction

Technology and changes in the era have experienced significant growth affecting the way people and institutions borrow money. Many people, both from the government and the community, need large funds for various purposes. Generally, they plan to take credit from a bank or other financial institution and draw up an agreement afterwards. In addition to banks, anyone who has the ability and intention can provide loans, by making a debt agreement. In this case, there is a party as a guarantee (creditor) and a party as a borrower (debtor) who will pay back in installments.

Debt collateral involving movable property, such as a motorcycle, means that even though the item is used as collateral, the right to the item remains with the borrower (debtor) and does not transfer to the lender (creditor). Bicycle pawn agreements are often done because they provide quick assistance to those who need money. According to article 1313 of the Civil Code, a contract agreement is an agreement between a single individual or more willing to fulfill the requirements referred to in article 1320 of the Civil Code, namely the achievement of an agreement, ability, clear object, and legitimate purpose.

Pawn is a right given to a person who is in debt to obtain movable property, which is received by him from the debtor. This right gives the authority to the party to obtain payment of the property first compared to other creditors, except for auction costs and the cost of saving the property after it is pawned. The cost rate should be given priority. (Merlin Kristin Renwarin, Asmaniar, 2023)

When making an agreement, all parties may determine the content of the agreement, with the note that they still comply with existing norms, regulations, and rules. In the Civil Code, especially in Articles 1150-1160, it is explained that pawnshops are a guarantee for creditors by using movable goods from the debtor as collateral to pay debts in the future. Pawning gives the creditor the authority to obtain money that has been borrowed with a higher priority than other creditors. However, the price that has been spent

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to market the collateral and the costs of saving the goods must be paid first before the creditor gets his debt repayment.

The relationship between Creditors and Debtors is based on trust, so that creditors must maintain the trust of debtors in all their operational activities. Thus, pawnshop practices require legal regulations in order to maintain the bond between creditors and debtors, such as agreement laws that contain applicable and binding legal norms in accordance with the Rules of Law and accepted pawnshop practices, both in written and unwritten form. (Merlin Kristin Renwarin, Asmaniar, 2023)

This article provides an example of a motor vehicle pawn agreement made in good faith. Grand Sahara Sidayu Housing, Sawah Area, Purwodadi, Sidayu District, Gresik Regency, East Java Province on May 12, 2021. In this case, Suripto as a borrower or debtor received a loan of Rp10,000,000 (ten million Rupiah) from Danang as a lender or creditor. Suripto provided collateral in the form of a red PCX bicycle to Danang and they made an oral agreement based on trust without any bad intentions.

In the agreement, Suripto committed to pay off his debt within 5 months with an interest of 10% per month. During the first 5 months, Suripto paid his debt well. However, when Suripto wanted to borrow money again from Danang for his homecoming needs and his sick child, Danang felt sorry and gave an additional loan of Rp15,000,000 (fifteen million Rupiah).

After 5 months passed, Suripto did not give any news. Danang felt worried and asked Suripto's relatives, who told him that Suripto had left his hometown. In addition, the motorbike as collateral turned out to be illegal, because the Yamaha dealer confiscated the Motor Vehicle Ownership Certificate (BPKB), and Suripto also gave a fake STNK.

Until now, Suripto has not given any news and has not shown good intentions in complying with the agreement that has been agreed with Danang. Suripto has violated the agreement and has not fulfilled his obligations so that there is a default. After careful consideration and feeling that he has suffered a loss, Danang decided to auction the Pcx motorbike. In general, the goal is to use the proceeds to pay off his debts along with interest and other costs. However, Danang has difficulty selling the vehicle because the bike is not registered or is considered fake.

Oral agreements often occur in everyday life, although we may not realize it. One example is pawning. Pawning means borrowing, where someone gives something to another person to lend, with the provision that the item must be returned in the same condition and type after an agreed period of time.

Types of agreements can be divided into two, namely written agreements and oral agreements. A written agreement is made by the parties in writing, while an oral agreement is made orally or by agreement of the parties. (Patricia Caroline Tiodor et al., 2023)

Unwritten agreements are still considered valid under civil law, as long as they do not violate Article 1320 of the Civil Code. In this situation, if both parties want to prove the agreement that has been agreed verbally, they can discuss and design a new agreement again with good intentions. After reaching an agreement, the agreement should be recorded in writing by involving other people.

Trust, goodwill, and responsibility of all parties are seen from the attitude of good faith in making and enforcing agreements. With good faith, both parties have an obligation to act in a correct and polite manner.

After being given the context explained previously, three issues arise which have been summarized as follows: 1) What are the conditions for a valid oral credit agreement? 2) How is the implementation of the principle of good faith in credit agreements? 3) How does a default occur in a credit agreement?

2. Materials and Methods

The research method used by the author is Normative legal research by utilizing primary data from informants and respondents as well as secondary data from literature, field research, and laws and regulations related to the problems discussed. The method of

collecting information is carried out by recording and documenting at the Grand Sahara Sidayu Housing, Sawah Area, Purwodadi, Sidayu District, Gresik Regency, East Java Province 61153 as the study location. To obtain a more detailed explanation, the data is then analyzed and presented descriptively.

3. Results and Discussion

3.1. *Valid Conditions for Verbal Credit Agreements with Motor Vehicle Collateral*

In general, civil law in Indonesia does not require an agreement to be made in writing to be considered valid. Agreements agreed orally can be recognized as valid, as long as they meet the requirements set. However, oral agreements have shortcomings in terms of proof. If a dispute occurs in the future, then proving the main contents and agreements of the agreement becomes more difficult than a written agreement. To overcome this problem, oral agreements are usually supported by witnesses or other evidence that can strengthen the existence of the agreement.(Putra et al., 2021)

Certain provisions are required in a contract, meaning that the object of the agreement must be clearly defined and agreed upon by both parties. The object can be an object, a service, or even a certain action, or the contents of the contract must not violate the law. The elements contained in a pawnbroker according to Salim HS are as follows: (b) Individuals or legal entities; (c) Providing collateral such as movable property; (d) In the form of borrowing money; (d) For those who accept pawn.(Ramadhan & Yusuf, 2024)

The validity of an agreement. Article 1320 of the Civil Code explains that there are four conditions for the validity of an agreement, namely: agreement of both parties, the ability to perform legal acts, the existence of the object of the agreement, and a valid reason. The first and second conditions are referred to as subjective conditions because they involve the parties making the agreement.

The third and fourth conditions are called objective conditions because they relate to the object of the agreement. If the first and second conditions are not met, then the agreement can be canceled. If the third and fourth conditions are not met, then the agreement becomes null and void. Thus, the agreement is seen as if it had never happened in the first place.(Sinaga, 2018)

Credit agreements must be made for purposes that are in line with the law, morality, and public order. In this case, credit agreements through motor vehicle collateral are valid as long as they are not used for illegal purposes.

The first and second terms in a contract are known as subjective terms because they concern the individual who is bound by the agreement. Meanwhile, the third and fourth terms are known as objective terms because they are related to the object or thing promised. If the first and second rules have not been met, the agreement can be terminated. However, if the third and fourth rules have not been met, the agreement is considered as if it did not exist since it was first agreed upon.(Sinaga, 2015)

For example, an oral credit agreement between Suripto and Danang in the Grand Sahara Sidayu Housing, Sawah Area, Purwodadi, Sidayu District, Gresik Regency, where Suripto received a loan of Rp15,000,000 from Danang with a red PCX motorcycle as collateral. Both parties have agreed and met the requirements because they are over 21 years old.

The verbal loan agreement in the form of a vehicle pawn credit approved by Suripto and Danang has met the requirements written in Article 1320 of the Civil Code, the object agreed upon by both parties becomes a clear object of the agreement. Furthermore, the valid requirements based on Article 1320 of the Civil Code have also been met because the verbal agreement between Suripto and Danang does not violate applicable law, so it must be obeyed and is legally binding. The verbal agreement is considered valid because there is an agreement that meets the provisions, thus the parties must carry out their obligations according to the agreement stated according to Article 1234 of the Civil Code.

Objects have physical characteristics that cause the object to always be connected to the hands of whoever holds it. This condition is quoted according to Article 1163

paragraph 2 of the Civil Code: "The right remains attached to the object when the object is transferred to anyone." Justice is a characteristic of a pawn, this is explained according to Article 1152 paragraph (3) of the Civil Code: "The right to pawn is lost if the pawned item is removed from the pawn recipient's power." If the pawned item is lost or stolen from the pawn recipient, the pawn recipient has the right to claim it back according to Article 1977 paragraph two. However, if the pawned item is found again, the right to pawn is considered never lost. (Dalimunthe, 2018)

According to the provisions above regarding property rights and their nature which remain bound to the object, regardless of who owns it. This is important to understand, especially in the context of pawning. If the pawned item changes hands from the pawn recipient or one of the parties disappears, the pawn right will be lost. However, if the item is lost or stolen, the pawn recipient still has the right to claim it back. This shows that although the pawn right can be lost in some situations, there is legal protection to ensure that the pawn recipient can fight for his rights to the item. This explanation is very relevant in understanding how the law regulates ownership and protection of rights to objects.

so that Oral agreements, although legally valid, still carry their own risks. can be likened to storing treasure in a transparent box - visible but prone to denial, In the context of an agreement, the 'denier' can be a dispute or even a dispute. However, the author also understands that not all agreements require a written form. Small and simple agreements may not need to be made in writing. However, for transactions involving large amounts of money, a written agreement should be made.

Although the law provides space for oral agreements, the author argues that printing an agreement in written form is a wise step that should not be missed. First, a written agreement provides strong and easily verifiable evidence. Second, a written agreement can be a reminder of the responsibilities and obligations of each party. Third, a written agreement can minimize the potential for misunderstanding.

Verbal agreements are indeed legally valid, but written agreements provide stronger protection for both parties. make it a habit to make written agreements, especially for important transactions. in this way, we are able to create healthier and mutually beneficial relationships.

3.2. Implementation of the Principle of Good Faith in Motor Vehicle Credit Agreements Made Orally

The principle of good faith has a significant position and role in an agreement. This statement is based on the belief that when an agreement is built on the basis of the principle of good faith and is followed and implemented consistently by the parties involved, it can be ascertained that the agreement will not cause legal problems such as disputes because one party violates its obligations. (Khalid, 2023)

Every agreement must be made in good faith. This is in accordance with Article 1338 paragraph 3 of the Civil Code, where the principle of good faith in this agreement relates to the honesty of a person's heart when carrying out legal actions.

This principle states that the parties in drafting an agreement must be based on good intentions and politeness, which means that the agreement between the parties must be based on honesty to achieve common goals. The implementation of the agreement must also be based on the norms that apply in the social order. This principle cannot be removed from every agreement, even if agreed by all parties. (Priyono, 2017)

Good trust from both parties at the pre-contract stage in a vehicle rental agreement is expressed through honest delivery of important information such as identity (name, address, occupation, ID card number) and vehicle details (police number, owner, brand, year, color, BPKB number, condition) using STNK. The parties also negotiate the rental price, rental period/return date, payment method, deposit/late fine, and special conditions such as the condition of the goods, dispute resolution, and rules during the rental, and other provisions. (Christy, 2022)

The application of the principle of good faith in an oral credit agreement gives the lender the authority to sue if the collateral is lost or damaged due to the borrower's negligence, and has the right to take back the goods after the debt has been paid off. The provision of good faith in a cash loan contract allows the pawnbroker to receive timely loan and interest payments and sell the pawned goods if the pawnbroker does not fulfill his promise after the specified time limit. Regarding the pawnbroker's duty to take care of the pawned goods as well as possible, may not take over ownership of the pawned goods if the pawnbroker does not fulfill his obligations, and is responsible for losses of the pawned goods caused by his negligence.

The results of the interview were conducted with Danang at the Grand Sahara Sidayu Housing, Sawah Area, Purwodadi, District. In Sidayu, Gresik Regency, in order to implement the principle of good faith in a credit agreement or guarantee the creditor's receivables, the debtor specifically hands over a movable item to the creditor as collateral for payment of the debtor's debt, which gives the creditor the right to hold the item until the debtor's debt is paid off.

As the party who received the loss, Danang has the right to claim compensation from Suripto. Article 1365 of the Civil Code explains that any act that violates the law and harms another person, makes the person responsible for the loss replace the loss. Suripto did not fulfill the loan agreement verbally by using the motorbike as collateral with good intentions and committed fraud against Danang by providing false information regarding the vehicle documents.

There are four types of defects of will that can render an agreement invalid: coercion, misguidance, fraud, and abuse of circumstances. (Panggabean, 2010) (a) Duress (Dwang): Duress arises when one party is forced to agree to an agreement because of unreasonable threats or pressure. (b) Mistake or Error (Dwaling): Mistake or error occurs when one party misunderstands or is misinformed about crucial matters in the agreement. (c) Fraud (Bedrog): Fraud occurs when someone intentionally provides false information or conceals important facts to influence another person's decision to make a deal. (d) Abuse of circumstances (misbruik van omstandigheden): One party takes advantage of the other party's emergency or urgency to gain advantage.

In this context, it is seen that the principle of good faith is the main foundation in building a healthy legal relationship, especially in credit agreements. As happened in the case of the credit agreement between Suripto and Danang, although initially showing high trust, violation of this principle created moral and material losses for the creditor. Because in reality, good faith is not just a legal principle, but a moral principle that maintains harmony in the midst of the dynamics of human relations.

3.3. Legal consequences that arise in a pawn agreement if there is a default

An improper act or breach of contract, derived from Dutch, indicates a debtor's poor implementation of an agreement. Default is the failure to fulfill an obligation or a breach of promise by the debtor, either by not doing what was promised or doing something that should not be done according to the agreement. (Paendong & Taunamang, 2019) The serious consequences of a breach of contract are that creditors are entitled to claim compensation for the losses they have suffered including costs, damages and interest. In order for a debtor to be liable for damages, the law requires that the debtor be declared negligent first. (Prayogo, 2016)

Violation of the law will result in legal consequences for those who do it. Default is an act that is contrary to the law in general, including negligence, breach of promise, and improper fulfillment of promises. According to the previous explanation of the form of default, there will be sanctions or penalties imposed on the default. Sanctions for debtors who commit default include compensation, cancellation of the agreement, transfer of risk, and paying court costs. (Dwi Aryanti Ramadhani, 2012)

from the pawn agreement, the pawn recipient has agreed with the party who gave the pawn. However, if the pawnbroker does not fulfill the promised obligations, then he is considered to have violated the agreement or committed a default.

This is supported by the Judge's consideration of Article 1234 of the Civil Code "every obligation is to give something, to do something, or to not do something". A person who does not fulfill the obligations agreed upon in the contract can be considered to have committed a breach of contract. The relationship between an agreement and an obligation is that an agreement has legal consequences that give rise to obligations. A contract is one source of legal regulations in addition to other sources of law. Obligations and agreements have differences in the legal context, where an obligation is abstract while an agreement gives rise to concrete rights and obligations in a legal relationship. (Harefa, 2016)

Vehicle Pawn Credit is a pawn system used for consumptive or productive purposes with motorized vehicles as collateral, which can be two-wheeled or four-wheeled vehicles. (Sepriyenti & Marlius, 2023).

Using the following Terms: (a) The vehicle must be registered in the owner's name. If not, it must include proof of sale and purchase. (b) The license plate number matches the location of the pawnshop branch. (c) The maximum age limit for vehicles is 10 years for motorbikes and cars. (d) Submit vehicle guarantee along with STNK and BPKB. (e) Comply with the regulations for accepting goods as vehicle collateral.

The way to resolve disputes verbally without strong evidence is through negotiation. Negotiation is an attempt to bargain with words to achieve an acceptable goal or agreement. An agreement is the result of a negotiation process that has been planned and agreed upon by the parties concerned to achieve the desired goal. (Wauran et al., 2020).

In order to reach a new agreement, the parties must take the following steps: (a) Every individual must have an understanding and remember the original intention when making an agreement. (b) The parties must discuss again and draw up a new agreement that is mutually agreed upon. (c) After reaching an agreement, the new agreement must be written formally and involve a third party. (c) Both parties must carry out the contents of the agreement in good faith.

In the law of sale and purchase agreements, default is a situation where one party does not fulfill its obligations in accordance with the agreement that has been agreed upon. To resolve disputes due to default, non-litigation channels such as deliberation or arbitration can be taken, or through litigation channels, namely through the courts. (Langi, 2016).

Based on the elements above, then what is related to the writing of this article refers to "negligence". Negligence in an agreement means not carrying out the actions as agreed. Regarding the problem mentioned above, it can be concluded that there was a breach of contract which resulted in "doing something that is not permitted in the agreement" because the mortgage was not carried out. (Iskandar, 2019).

In this case, default on pawn often occurs due to the lack of public understanding of the principle of good faith and the principle of freedom of contract. In the author's view, legal education is an important step to overcome this problem and there needs to be a standard in the preparation of pawn agreements to provide better protection for both parties.

The impact of default on the mortgage agreement is not only detrimental to the creditor, but also weakens public trust in the mortgage system. Therefore, stricter and more transparent regulations are needed to protect the rights of each party.

4. Conclusions

A verbal or oral mortgage loan agreement is considered valid and lawful as long as it meets the provisions stated in Article 1320 of the Civil Code. These provisions include the existence of agreement from both parties, the legal capabilities of the parties, a clear object of the agreement, and a purpose that does not conflict with the law. related to cases such as credit agreements between the first and second parties, their agreement involving a loan of money with a motorcycle as collateral is declared valid because all the requirements are met.

The principle of good faith in credit agreements ensures honesty and fairness in fulfilling obligations. In the case of an oral agreement, the first party violated this principle by failing to repay the loan on time, causing losses to the second party. As a result, the creditor has the right to seek compensation for the damages incurred.

Default in a credit agreement occurs when the debtor fails to fulfill his obligations, either by not fulfilling the obligations, fulfilling them late, or violating the agreement. In cases such as vehicle pawn, the agreement can be considered void if the collateral document is invalid.

Oral agreements are valid, but vulnerable to disputes due to weak evidence. To protect good faith parties, the best solution is to Convert Oral Agreements to Written. Even if an oral agreement has been made, creating a written document as confirmation (e.g. MoU, memorandum of understanding, email, or chat) will help strengthen evidence of the parties' honesty and increase legal awareness of the agreement; Presenting Witnesses who can certify that the agreement has indeed been made, especially when it comes to large-value transactions; Recording and Electronic Evidence using technology such as voice recordings, videos, or electronic messages; Registering the Agreement or Making a Deed before a Notary. If possible, make the agreement notarial even if it is made after the oral agreement has been made. Notarial deeds have perfect evidentiary power; By implementing these solutions, it is hoped that the protection for good faith parties in oral agreements can be improved, thereby reducing the risk of losses and disputes in the future.

References

- Christy, M. A. (2022). Penyimpangan Asas Itikad Baik dalam Perjanjian Sewa Menyewa Kendaraan dalam Perspektif Hukum Pidana dan Perdata. *Jurnal Ilmiah Dunia Hukum*, 7(1), 1.
- Dalimunthe, D. (2018). Objek Gadai Dalam Kitab Undang-Undang Hukum Perdata (Bw). *Yurisprudencia*, 4, 50–56.
- Dwi Aryanti Ramadhani. (2012). Wanprestasi dan Akibat Hukumnya. *Bina Widya*, 23(3), 135–140.
- Hameed, J. A., Saeed, A. T., & Rajab, M. H. (2018). Design and analysis of hydroelectric generation using waterwheel. *2018 9th International Renewable Energy Congress, IREC 2018*, 17788781(May), 1–6. <https://doi.org/10.1109/IREC.2018.8362443>
- Harefa, B. (2016). Kekuatan Hukum Perjanjian Lisan Apabila Terjadi Wanprestasi. *Privat Law*, IV(2), 113–122.
- Iskandar, H. (2019). Akibat Hukum Wanprestasi Pada Kasus Pembatalan Konser Musik. *Jurnal Justiciabelen*, 1(2), hal 233-240.
- Khalid, A. (2023). Analisis Itikad Baik Sebagai Asas Hukum Perjanjian. *Jurnal Legal Reasoning*, 5(2), 109–122. <https://doi.org/https://doi.org/10.35814/jlr.v5i2.4644>
- Langi, M. (2016). Akibat Hukum Terjadinya Wanprestasi Dalam Perjanjian Jual Beli. *Lex Privatum*, 4(3), 99–106.
- Merlin Kristin Renwarin, Asmaniar, G. S. (2023). Perlindungan Hukum Bagi Pemberi Gadai Jika Terjadi Wanprestasi Dalam Perjanjian Gadai. *Jurnal Krisna Law*, 5(1), 2–5.
- Paendong, K., & Taunaumang, H. (2019). Kajian Yuridis Wanprestasi Dalam Perikatan Dan Perjanjian Ditinjau Dari Hukum Perdata. *Yuridis*, 1–7.
- Panggabean, R. M. (2010). Keabsahan Perjanjian Dengan Klausul Baku. *Jurnal Hukum Ius Quia Iustum*, 17(4), 651–667.
- Patricia Caroline Tiodor, Murendah Tjahyani, & Asmaniar. (2023). Pembuktian Wanprestasi Perjanjian Utang Piutang Secara Lisan. *Krisna Law : Jurnal Mahasiswa Fakultas Hukum Universitas Krisnadwipayana*, 5(1), 27–39.
- Prayogo, S. (2016). Penerapan Batas-Batas Wanprestasi Dan Perbuatan Melawan Hukum Dalam Perjanjian. *Jurnal Pembaharuan Hukum*, 3(2), 280.
- Priyono, E. A. (2017). Peranan Asas Itikad Baik Dalam Kontrak Baku. *Diponegoro Private Law Review*, 1(1), 13–16.
- Putra, L. G. S. M., Budiarta, I. N. P., & Arini, D. G. D. (2021). Pelaksanaan Asas Itikad Baik dalam Perjanjian Kredit Secara Lisan dengan jaminan Gadai Mobil. *Jurnal Preferensi Hukum*, 2(2), 265–270.
- Ramadhan, F., & Yusuf, H. (2024). Analisis Perjanjian Hukum Sistem Gadai Antara Nasabah Gadai Dan Perusahaan Pegadaian. *Jurnal Intelek Dan Cendikiawan Nusantara*, 1, 4646–4660.

- Schwarzenbach, R. P., Gschwend, P. M., & Imboden, D. M. (2016). *Environmental organic chemistry*. John Wiley & Sons.
- Sepriyenti, Y., & Marlius, D. (2023). Prosedur Pemberian Kredit Gadai Pada PT. Pegadaian (Persero) Cabang Terandam Padang. *OSF Preprints*, 1–24.
- Sinaga, N. A. (2015). Peranan Asas Itikad Baik Dalam Mewujudkan Keadilan Para Pihak Dalam Perjanjian. *Jurnal Ilmiah M-Progress*, 8(1), 1–20.
- Sinaga, N. A. (2018). Peranan Asas-Asas Hukum Perjanjian Dalam Mewujudkan Tujuan Perjanjian. *Binamulia Hukum*, 7(2), 107–120.
- Stöcker, C., Bennett, R., Nex, F., Gerke, M., & Zevenbergen, J. (2017). Review of the current state of UAV regulations. *Remote Sensing*, 9(5), 459.
- Wauran, R. V., R. S. A., & Tampi, B. (2020). Kepastian Hukum Perjanjian Secara Lisan Menurut Kuhperdata Pasal 1338. *Lex Privatum*, VIII(4), 86–94.