



# Legal Analysis of Decision No. 575/Pdt/2019/Pt.Bdg Regarding Sales and Purchase Agreements Containing Elements of Fraud through the Principle of Consensuality

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**Abstract:** This study discusses the application of the principle of consensualism in contract law, particularly in the case of a sale and purchase agreement containing elements of fraud as reflected in the Bandung High Court Decision Number 575/PDT/2019/PT.Bdg. The main focus of the study is to examine the validity of the sale and purchase agreement if there is a defect in will arising from fraud (bedrog) and its legal implications for the parties. The research method used is normative juridical with a library approach, which emphasizes the analysis of articles of the Civil Code, legal literature, and related court decisions. The results of the study indicate that the principle of consensualism as a requirement for the validity of an agreement (Article 1320 of the Civil Code) is not sufficient to be interpreted only with formal agreement, but must be based on free will, honesty, and without fraud. In this case, the binding agreement for the sale and purchase of a house (SP3R) was declared legally invalid because the object of the agreement did not match what was promised, so that the agreement of the parties was not born purely. The panel of judges emphasized that agreements arising from fraud can be annulled and even declared null and void (Article 1321 of the Civil Code), and all legal consequences must be restored, including the return of payment to the buyer. Thus, this study confirms that the principle of consensualism in Indonesian contract law cannot be separated from the principles of honesty, propriety, and good faith. This decision also strengthens the doctrine that agreements containing elements of fraud lose their legal legitimacy and do not produce legal consequences binding on the parties.

**Keywords:** Principle of consensualism, fraud, sale and purchase agreement, defective will, Decision 575/PDT/2019/PT.Bdg

## 1. Introduction

In Indonesian civil law, fraud is an act based on dishonest intent, which can be grounds for voiding an agreement. Under Article 1321 of the Civil Code (KUHPPerdata), an agreement is invalid if it is made under the influence of fraud, error, or duress (Aritama, 2022),(Wdyawati, 2017). Fraud in this context means an act intentionally carried out by someone to mislead another party, so that the deceived party gives consent without properly understanding what is being agreed to. Forms of fraud can vary, such as hiding important facts, providing false information, or manipulating circumstances to influence the other party's decision. Situations like this often occur in business relationships, sales contracts, or cooperation, where one party takes advantage of the other party's ignorance or weakness for one-sided gain (Pantow, 2020),(Zamzam & Aravik, 2020).

The presence of fraud in a contract or agreement has a significant impact on the validity of the agreement. Article 1321 of the Civil Code is designed to protect the principle of freedom of contract, which emphasizes that agreements must arise from the free will and full awareness of the parties involved. If one party agrees to an agreement due to

### Correspondence:

Received: Oct 02, 2025;

Revised: Oct 04 2025;

Accepted: Oct 09, 2025;

Published: Oct 30, 2025;



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deception, this principle is violated, and the agreement can be canceled or deemed null and void by law (PROPORTIONAL & JAMIL, nd),(Frazila, 2023)This provision demonstrates the importance of providing legal protection to parties who become victims of fraud in the contractual process. However, proving the existence of fraud in practice is not easy, as it requires clear evidence of malicious intent and manipulative actions by the perpetrator (MUNTHE, 2024),(Gunanegara, 2022).

In the realm of civil law, fraud not only has economic impacts but also undermines trust between parties. Therefore, Article 1321 aims to maintain justice and balance in legal relationships. Fraud often occurs in unequal relationships, where the stronger party uses its power to oppress the weaker party. This demonstrates that the issue of fraud is not solely a legal issue but also touches on the moral and ethical values that govern interactions between individuals (Gunanegara, 2022),(WARANINGTYAS, 2022).

With the advancement of technology and globalization, new challenges have emerged in identifying and addressing fraud in contracts. Digital contracts and electronic transactions are becoming increasingly vulnerable to fraud, given the difficulty of ascertaining the identity and good faith of the parties. Therefore, a responsive and innovative legal approach is needed to ensure that injured parties continue to receive adequate legal protection (Herlina Ratna, 2025),(Rondo, Soeikromo, & Kapugu, 2025)In this context, strengthening regulations and law enforcement is an important step to anticipate and overcome forms of fraud that can contaminate the agreement-making process (Susdarwono, SH, Baschara, & SH, 2025),(Agustina, SH, & MPsi, 2025).

Article 1321 of the Civil Code provides a strong legal basis for upholding justice in fraud cases. However, for this provision to be effective, cooperation from various parties is required, including the judiciary, law enforcement, and the public. Increasing public understanding of rights and obligations in entering into agreements is also crucial to preventing fraud in legal relationships. This provision serves not only as a legal tool but also as an effort to create a legal system that is fair, transparent, and promotes justice for all parties.

Law plays a vital role in regulating interactions between individuals in society. As social beings, humans constantly interact with one another, often manifested through agreements or contracts, both verbal and written. These agreements form the basis for the birth of a bond between two or more parties, binding them to achieve a mutually agreed-upon goal. The bonds that arise from these agreements serve as guidelines for understanding the rights and obligations of each party in carrying out agreed-upon actions.

Agreements are a very common form of legal relationship in everyday life. Besides laws, agreements are the primary source of the birth of obligations because they are the result of a voluntary agreement between two or more parties. Agreements are made based on the free will of the parties and have the same legal force as laws for those who bind themselves to them. Article 1320 of the Civil Code regulates the requirements for the validity of an agreement, which include subjective requirements—namely regarding the eligibility of the parties making the agreement, and objective requirements—related to the content or legal object of the agreement (Sopiani, Senda, Muzzamil, & Anugrah, 2024).

This step must pay attention to the legal requirements for an agreement as regulated in Article 1320 of the Civil Code in order to have binding legal force and must be implemented by the parties involved. The legal requirements for an agreement must be fulfilled by all elements of Article 1320 of the Civil Code, namely: (a) The agreement of those who bind themselves; (b) The capacity to make an agreement; (c) A certain thing, (d) A lawful cause, (d) In today's era, there are still many who do not know about the elements of the agreement, therefore the author wants to provide knowledge on how to get justice from the fraudulent act, where if someone has this problem, he must pay attention to the four elements mentioned above. In order to avoid fraudulent acts that are currently rampant in today's era (Hadiyanto & Budiman, 2023).

According to Article 1321 of the Civil Code, an agreement is invalid if it is obtained through error, duress, or fraud. This means that an agreement made under duress or coercion has no legal force (Almansyah & Putra, 2022).

In contract law, there is a principle called consensualism. The word consensualism comes from the Latin *consensus*, meaning agreement. The principle of consensualism is the agreement of the parties to bind themselves to an agreement. The Civil Code stipulates that an agreement can be considered valid and binding if an agreement has been reached between the parties (Sinaga, 2019).

In an agreement, there is sufficient agreement between those making the agreement, unless the agreement is formal. This means that the agreement is deemed to exist and have binding legal consequences from the moment the agreement is reached. It is also said that these agreements are generally "consensual." Sometimes the law stipulates that for an agreement to be valid, it must be made in writing (a "peace" agreement) or by notarial deed (a contract for the donation of immovable property), but such cases are exceptions. Generally, an agreement is valid, meaning it is binding, when an agreement has been reached regarding the main points of the agreement. Buying and selling, bartering, and renting are consensual agreements (Istoati & Hanim, 2021)

From the Decision of the Bandung High Court Number 575 / PDT / 2019 / PT.BDG, it began with a dispute between Edward Chandra Gultom (Plaintiff / Appellant) against PT Tirta Segara Biru (Defendant / Appellant) regarding the House / Shophouse Purchase Agreement (SP3R) No. 0856 / TSB / PMS / SC / V / 2015. The plaintiff signed a purchase agreement for a house unit at the Atlantis Segara City project in Bekasi for Rp525,000,000, but in its implementation problems arose. The plaintiff felt disadvantaged because the object of the agreement was still a plot of land without a building as promised, even the payments that had been made were mostly considered forfeited if a default occurred. In addition, the agreement was signed by a Managing Director, which according to the plaintiff was invalid because based on the Limited Liability Company Law, the only authorized person is the President Director. On the other hand, the defendant rejected these arguments on the grounds that the agreement was made by mutual agreement and was still in accordance with the law. The dispute was ultimately brought to the Bekasi District Court, which dismissed the plaintiff's lawsuit. The decision was then appealed to the Bandung High Court, which ultimately upheld the Bekasi District Court's decision and declared the plaintiff's loss. (Elfa, Idayanti, & Taufik, 2024).

This case began with a sales and purchase agreement between Edward Chandra Gultom as the Plaintiff and PT Tirta Segara Biru as the Defendant regarding the purchase of a house in the Atlantis Segara City housing project in Bekasi for Rp525,000,000. The Plaintiff felt aggrieved because the object of the agreement did not match what was agreed upon, where the building was not yet fully available and most of the payments that had been made were declared forfeited in the event of cancellation. In addition, the agreement was signed by a Managing Director who, according to the Plaintiff, did not have legal authority under the Limited Liability Company Law, because it should have been carried out by the President Director. The Plaintiff then filed a lawsuit with the Bekasi District Court arguing that the agreement was flawed and contrary to civil law provisions. However, the Bekasi District Court rejected the lawsuit. Dissatisfied with the decision, the Plaintiff filed an appeal to the Bandung High Court which ultimately upheld the Bekasi District Court's decision and stated that the Plaintiff's arguments were not legally proven.

## 2. Materials and Methods

This study uses a normative juridical method with a library research approach to analyze the phenomenon of fraud that leads to legally defective agreements under Article 1321 of the Civil Code. This method was chosen because it is suitable for digging up in-depth information regarding legal concepts, theories, and regulations relevant to the research topic. The normative approach allows researchers to comprehensively understand the meaning and implications of fraud in the context of civil law, particularly regarding the validity of agreements. The library study involves collecting, examining, and analyzing various relevant literature sources, including legal texts, academic journals, articles, and regulatory materials. These sources are selected based on their relevance and credibility to support theoretical and normative analysis. The researcher uses secondary data collection techniques, where data is obtained from existing written sources. The main focus of the analysis is Article 1321 of the Civil Code and the principle of consensuality in various legal literature as well as relevant legal cases.

The data analysis process was conducted descriptively and analytically, namely by describing the concepts and legal regulations related to fraud, then analyzing them in the context of their implementation and impact on agreements. The researcher also compared views from various literatures to gain a broader and more in-depth perspective. This approach aims to provide a clear picture of how fraud can lead to a defective agreement and how this is regulated and addressed in legal practice. Through a normative juridical method with a literature review, this research is expected to produce accurate and relevant findings, as well as provide theoretical and practical contributions to understanding legal issues related to fraud in agreements.

## 3. Results and Discussion

### *3.1 Application of the Principle of Consensuality to sales and purchases containing elements of fraud*

The principle of consensualism is the main foundation in contract law, especially in the context of sales and purchase agreements. This principle is reflected in the provisions of Article 1320 paragraph (1) of the Civil Code (KUHPerdata), which stipulates that one of the conditions for a valid contract is an agreement between the parties involved. This principle emphasizes that an agreement does not require a specific formal form or procedure, but is simply based on an understanding between the parties. The agreement in question is a meeting of the will and statements conveyed openly by each party.

In the context of buying and selling, the principle of consensualism is further explained in Article 1458 of the Civil Code, which states that a sale and purchase transac-

tion is considered valid once the parties agree on the goods and price, even if the goods have not been delivered or payment has not been made (Umar, 2020). This means that an agreement is sufficient to bind the parties in a sale and purchase agreement.

Based on a review of various literature, fraudulent acts in contracts can occur when one party intentionally provides false information, conceals important matters, or manipulates certain situations to induce the other party to agree to an agreement that is not in accordance with their wishes. This type of fraud often occurs in various forms of agreements, such as sales contracts, loan agreements, and employment relationships. In addition to causing financial losses, fraud also negatively impacts the legal relationship and the trust between the parties involved.

For example, a study by Pokhrel (2024) explained that fraudulent practices often occur in sales agreements by concealing important information about the goods being traded, such as the physical condition of the goods or ownership status. This is reinforced by the findings of Wulandari (2023), who stated that the lack of official documentation in an agreement often creates a loophole for fraud. Meanwhile, research by Izzati (2020) shows that in the context of employment relationships, fraud can occur through abuse of power by employers, which is detrimental to workers, especially in terms of employment rights (Izzati, 2021).

An agreement in a contract is characterized by an agreement reached by all parties involved. This agreement is not only a primary requirement for forming a contract, but also reflects good faith and shared goals. In practice, this agreement must be unanimous, reflecting a shared will without coercion and providing benefits to all parties (Cahayani, 2023).

Article 1320 of the Civil Code regulates the conditions for a valid agreement. This article states that there are four conditions that make an agreement valid. These four conditions are: (a) Agreement of those who bind themselves; (b) Capacity to make an agreement; (c) A certain thing; (d) A cause that is lawful or not prohibited. The first two conditions relate to subjective factors regarding the subject of the agreement, while the last two conditions discuss objective factors related to the object of the agreement (Pokhrel, 2024)

The four conditions mentioned above, which are essential for the validity of an agreement, can be categorized into two types. The terms "agree" and "capable" are subjective conditions, while certain matters and legitimate reasons are objective conditions. Failure to meet these conditions can significantly impact the agreement. If the subjective conditions are not met, either party may choose to terminate the agreement. Conversely, if the objective conditions are not met, the agreement is void (Chandraningtyas & Sulastri, 2024).

The fundamental principle of contract law is the principle of consensualism, which states that an agreement is formed based on mutual agreement (as stated in Articles 1320 and 1338 of the Civil Code). This principle aims to reflect the intentions of the parties involved. Furthermore, it is important that agreements are made voluntarily and without any coercion. In practice, it is often found that business contracts entered into by the parties exhibit a defect in will. A defect in will, also known as *wilsgebreken* or a defect in consent, refers to an imperfection in the formation of a contract or agreement. In other words, this defect in will is an imperfection of the agreement. At first glance, an agreement containing a defect in will does appear to have an agreement, but the agreement was not formed based on free will. This defect in will occurs during the pre-contract period or phase.

Based on research conducted, one of the requirements for a valid agreement, as stated in Article 1320 of the Civil Code, is mutual agreement. This agreement must be given voluntarily, taking into account the authority of the parties and the surrounding circumstances. A flawed will is one form of flawed agreement. According to Article 1321 of the Civil Code, an agreement is invalid if it is made under circumstances of error, coercion, or fraud. Such an agreement is called an agreement containing elements of flawed

agreement. Provisions regarding errors or mistakes are regulated in Article 1322 of the Civil Code (Raharjo, 2021).

Thus, the principle of consensualism, which is derived from the provisions of Article 1320 number 1, which states that an agreement is born with an agreement, should not be interpreted solely grammatically. The understanding of the principle of consensualism, which emphasizes the "agreement" of the parties, is based on the idea that those involved in the contract are people who uphold commitment and responsibility in legal traffic, people who have good intentions, who are based on "one word, one deed." Therefore, assuming that those involved in the contract are "gentlemen," then a "gentleman's agreement" will also be realized between the parties. If the agreement given by the parties is not within the actual framework, in the sense that there is a defect in will, then in this case it will threaten the existence of the contract itself. Ultimately, the understanding of the principle of consensualism is not fixated solely on the basis of an agreement, but other conditions in Article 1320 of the Civil Code are considered to have been fulfilled, so that the contract is valid (Islam & Sumatra, 2024).

There are many principles in contract law, including the principle of consensualism, which means a contract is complete once an agreement is reached. Once an agreement has been reached between the parties, the agreement is complete, even if it has not yet been implemented. This means that the creation of an agreement between the parties creates rights and obligations for the parties, or as is commonly said, the agreement binds the parties and obligates them to fulfill the contract (Widodo, 2024)

### ***3.2 Analysis of Decision No. 675/pdt/2019/PT.Bdg regarding sales and purchases containing elements of fraud through the principle of consensualism***

Analysis of Decision Number 575/PDT/2019/PT.Bdg shows that the sale and purchase agreement between the plaintiff and the defendant, as stated in the House Purchase Binding Agreement (SP3R), does not meet the requirements for a valid agreement as stipulated in Article 1320 of the Civil Code. In theory, the principle of consensualism requires that an agreement be valid if an agreement has been reached between the parties without requiring a specific formal form. However, in this case, the agreement reached was proven to contain a flawed will due to the presence of an element of fraud (bedrog). The defendant offered a sale and purchase object that was in fact not in accordance with the agreement, and did not even carry out the delivery (leveraging) of the object as stipulated in Article 1457 of the Civil Code. This creates a situation where the agreement of the parties is not born purely and freely as referred to in the principle of consensualism.

The panel of judges emphasized that agreements born of fraud cannot be considered valid under Article 1321 of the Civil Code, so that the agreement can be canceled or even null and void by law. Thus, Decision Number 575/PDT/2019/PT.Bdg emphasizes the principle that the principle of consensualism is not only about the existence of a formal agreement between the parties, but also about the quality of the agreement itself, which must be free from fraud, error, or coercion. If this principle is violated, then the sales and purchase agreement made is invalid and all legal consequences must be restored, including returning to its original state.

In the Indonesian civil law system, the validity of an agreement is regulated in Article 1320 of the Civil Code, which requires: (a) Agreement of the parties (consensus); (b) Capacity of the parties to make an agreement; (c) A specific object; and (d) A lawful cause. The first two conditions are subjective conditions, while the last two are objective conditions. Failure to meet the subjective conditions will result in the agreement being voidable, while failure to meet the objective conditions will result in the agreement being void by law.

Besides that, Article 1321 of the Civil Code affirms that agreements obtained through error, coercion, or fraud are invalid. Thus, the principle of consensualism, which underlies agreements, will lose legitimacy if agreement is reached through dishonest means. In this decision, the Panel of Judges considered that: (a) The SP3R agreement made by the parties violated the legal conditions of the agreement, both from a subjective and objec-

tive perspective. (b) The agreement given by the plaintiff was not genuine because it was obtained through fraud (*bedrog*), where the defendant offers an object that is not ready and is not even delivered according to the agreement. (c) Such an agreement falls into the category of defect of will, so it does not have binding legal force. Therefore, the judge stated that the agreement is null and void, and ordered the defendant to return the amount of money that had been paid by the plaintiff.

Elements of Fraud in the Case The object of the agreement turns out to be it is not in accordance with The agreement referred to the sale and purchase of a house, but in reality, it was only a plot of land without a building. The defendant still received payment even though there was no transfer of the object (*leverage*), which is contrary to Law No. 1 of 2011 concerning Housing. This indicates that there is an indication of a violation of fraud, because the buyer was convinced to sign the agreement with misleading information.

Defective Will & Its Legal Consequences, The panel of judges considered that the agreement of the parties in the SP3R contained a defect of will, either due to error or fraud. According to Article 1321 of the Civil Code, an agreement given due to fraud is invalid, so that the agreement can be canceled. The judge qualified this agreement as a defect of will (*misbruik van omstandigheden/undue influence*), so that it is null and void (null and void).

The Bandung High Court's Decision Number 575/PDT/2019/PT.Bdg affirms that the principle of consensual agreement in contract law is not sufficiently fulfilled by a formal agreement between the parties. The agreement must be formed sincerely, without pressure, coercion, or deception. If an agreement is based on deception, the principle of consensual agreement is not met, and the agreement is considered flawed in its element of will. As a result, the agreement can be canceled, or even deemed never to have existed in the first place (null and void).

This ruling aligns with previous Supreme Court decisions, which consistently emphasized the importance of free will, actual delivery in sales and purchase agreements (*leveraging*), and the cancellation of agreements containing elements of deception or conditions that unfairly burden one party. Therefore, this ruling reinforces the view that the principle of consensualism cannot be separated from the principles of honesty and fairness in contracting.

This case stemmed from a dispute between a buyer and a property developer, outlined in a House Purchase Agreement (SP3R). Initially, both parties signed the contract, and the buyer made payments to fulfill their initial obligations. However, the sale and purchase object remained undeveloped land, resulting in no physical handover as stipulated in Article 1457 of the Civil Code. Furthermore, the agreement was signed by a Managing Director who legally lacks the authority to represent the company, as the Limited Liability Company Law mandates that the board of directors be the sole authority.

Upon closer examination of the case, the panel of judges found that the agreement was not formed freely and consciously. Article 1320 of the Civil Code states that the validity of an agreement depends on four elements: the existence of an agreement, the legal capacity of the parties, a clear object, and a legitimate purpose. Among these requirements, the element of agreement is central to the principle of consensualism, a key characteristic of contract law in Indonesia. However, Article 1321 emphasizes that an agreement is invalid if it is obtained through mistake, coercion, or fraud.

In this case, the judge concluded that the buyer had been induced to sign the agreement through misleading information. The promised house was not actually available and was never delivered. Therefore, the buyer's will was not truly free, but rather formed through manipulation. This means that the elements of agreement that underlie consensual ownership were not substantively fulfilled.

The panel of judges then declared that the agreement contained a flaw in its intent and was legally untenable. Because neither the subjective nor objective requirements in Article 1320 were met, the contract was declared null and void. Legally, a null and void

agreement is considered never to have existed (*ex tunc*), and all parties must be restored to their pre-agreement conditions, including the return of any payments made by the buyer.

This ruling teaches that agreement in a contract should not be interpreted merely as a signature or written approval. It must emerge from an honest, open, and uncoerced process. If this element is violated by fraud, the principle of consensualism as the legal basis of the contract is invalidated, and the legal legitimacy of the contract is lost. This ruling also demonstrates the importance of the courts' role in maintaining a balance between the principle of freedom of contract and the protection of vulnerable parties, in this case consumers or buyers.

Theoretically, this decision has significant academic value. It demonstrates that Indonesian contract law emphasizes not only the formal form of an agreement, but also the substance of the agreement itself. This decision also aligns with the Supreme Court's previous view that an agreement lacking actual delivery or made through fraud cannot be considered valid. Thus, Decision No. 575/PDT/2019/PT.Bdg emphasizes the importance of a material understanding of the principle of consensualism—namely, that an agreement must be formed purely, honestly, and free from any form of defective intention.

#### 4. Conclusions

The principle of consensualism is a fundamental principle in contract law, including sales and purchase agreements, emphasizing the importance of agreement as a valid condition for an agreement, as stipulated in Articles 1320 and 1458 of the Civil Code. However, the agreement in question cannot be understood merely as a formality; it must arise from free will, honesty, and without any flaws. If an agreement is reached through deception, the principle of consensualism is not met, and the agreement loses its legal legitimacy.

The Bandung High Court's decision No. 575/PDT/2019/PT.Bdg demonstrates the concrete application of this principle. In this case, the agreement in the house purchase agreement (SP3R) was proven to be born of fraud, because the object promised was not in accordance and was never delivered to the buyer. The panel of judges considered that the agreement contained a flawed will, both subjectively and objectively, therefore it was declared null and void and all legal consequences must be restored. This decision emphasizes that the principle of consensualism cannot be separated from the principles of propriety, justice, and honesty, and places legal protection for the injured party as a priority. Thus, Decision Number 575/PDT/2019/PT.Bdg reinforces the legal doctrine of contracts in Indonesia, which states that the principle of consensualism must be understood materially. A valid agreement is not merely a formal agreement, but a genuine consensus, free from fraud, coercion, or error. If this principle is violated, the agreement is invalid and does not create legally binding consequences for the parties.

This study emphasizes the importance of establishing substantive guidelines for policymakers and judicial institutions in assessing consensual defects in contracts. The results of the study show that the assessment should not only focus on the formal aspects of the agreement, but must also include psychological and ethical dimensions, as well as the balance of power between the parties, in order to ensure free and good faith consent. For judicial institutions, consistent application of Article 1321 of the Civil Code is key to upholding substantive justice, especially in cases involving fraud.

In addition, the results of this study provide a basis for encouraging the revision of the Civil Code to make it more adaptive to digital transactions. The revision includes the recognition of digital fraud as a defect of will, the application of valid electronic consent, and the use of digital authentication to strengthen legal protection and maintain the principle of consensualism in the era of technology-based transactions.

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