



The Application Of The Pacta Sunt Servanda Principle In Credit Agreement Disputes: A Study Of Putusan Pn Karanganyar Nomor 36/Pdt.G/2024/PN Krg.

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Abstract : This study aims to analyze the application of the pacta sunt servanda principle in credit agreement disputes as decided in *Putusan Pengadilan Negeri Karanganyar Nomor 36/Pdt.G/2024/PN Krg.* The pacta sunt servanda principle is a fundamental principle in contract law which affirms that every agreement made legally is binding on the parties. However, in judicial practice, it is not uncommon for this principle to be tested when one party files a lawsuit to cancel the agreement for certain reasons. This study uses a normative juridical method with a legislative and case approach, through analysis of the Civil Code, contract law doctrine, and the judge's legal considerations in the relevant decision. The results of the study show that the application of the pacta sunt servanda principle is not absolute, but must be understood systematically with the principles of justice, propriety, and good faith. Court decisions show that judges have the authority to set aside the validity of an agreement if there is evidence of a defect of consent or a violation of the validity requirements of the agreement. Thus, the principle of pacta sunt servanda remains the main basis for assessing the validity of an agreement, but its application must take into account the balance of rights and obligations of the parties in order to achieve legal certainty that is fair.

Key words: Pacta sunt servanda, credit agreement, legal certainty.

1. Introduction

An agreement is a legal instruments that play an important role in the civil law system, because through agreements the parties bind themselves to create legal consequences in the form of rights and obligations. In Indonesia civil law, agreements are the main basis for the formation of civil law relationships, particularly in financing and credit activities. Therefore, the existence of credit agreements has a strategic position in ensuring legal certainty for the parties involved (Setiawan, 2022).

The binding force of an agreement is confirmed in Article 1338 paragraph (1) of the Civil Code (*Kitab Undang-Undang Hukum Perdata*), which states that all agreements made legally are valid as laws for those who make them. This provision reflects the pacta sunt servanda principle, which affirms that valid agreements must be implemented by the parties. This principle serves to ensure legal certainty, protect the interests of the parties, and maintain the stability of legal relationships in the practice of credit agreements (Santoso, 2023). In essence, an agreement is entered into for the mutual benefit of the parties involved. Good faith at the time of contract formation demonstrates that the agreement is made based on the free and voluntary consent of the parties. Once an agreement is concluded and accepted by the parties, it becomes legally binding from that moment, thereby giving rise to reciprocal obligations for each party to perform their respective obligations (Tanjaya et al., 2025).

However, the principle of pacta sunt servanda cannot be applied absolutely. Its validity depends on the fulfillment of the requirements for a valid agreement as stipulated in Article 1338 paragraph (3) of the Civil Code. If, in the formation or

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implementation of a credit agreement, there is a defect of will, an imbalance of rights and obligations, or a violation of the principle of fairness, the agreement may be requested to be canceled or declared legally unenforceable (Haris et al., 2024).

In practice, credit agreements are generally drafted in the form of standard agreements by creditors. This condition often places the debtor in a weak position in determining the content of the agreement, thus opening up the possibility of contractual imbalance. This imbalance has the potential to cause credit disputes if one of the parties feels aggrieved in the implementation of the agreement, whether related to the fulfillment of performance, interpretation of clauses, or the exercise of the rights and obligations of the parties (Abbas, 2020).

The credit dispute decided by the Karanganyar District Court Number 36/Pdt.G/2024/PN Krg (*Putusan No. 36/Pdt.G/2024/PN. Krg.*) shows how the *pacta sunt servanda* principle is tested in judicial practice. In the decision, the judge not only based his considerations on the existence of an agreements signed by the parties, but also assessed the fulfillment of the requirements for a valid agreement and the implementation of the principle of good faith. This confirms that a formally valid credit agreement can still be tested legally if there are legal reasons for doing so (Hakim & Pratiwi, 2022).

This analysis provides an academic contribution by affirming that the principle of *pacta sunt servanda* is not absolute, but must be applied in balance with the principles of justice, good faith, and the protection of weaker parties, particularly in agreements containing standard clauses. The dominance of standard clauses itself implies an imbalance in bargaining power, as debtors do not have adequate room for negotiation, thereby substantively weakening the freedom of contract and strengthening the dominant position of creditors.

Based on this description, this study aims to analyze the application of the *pacta sunt servanda* principle in credit disputes as reflected in *Putusan Pengadilan Negeri Karanganyar Nomor 36/Pdt.G/2024/PN Krg*. This study is expected to contribute academically to the development of contract law and serve as a reference in the resolution of credit disputes based on legal certainty and justice.

2. Materials and Methods

This study is a normative legal study that aims to examine the application of the *pacta sunt servanda* principle in the settlement of credit disputes through the analysis of court decisions. A normative legal study was chosen because the focus of this study lies on legal norms, legal principles, and the considerations of judges in applying civil law provisions to a specific legal event (Rizkia & Fardiansyah, 2023).

The approaches used in this study are the statute approach and the case approach. The statutory approach was carried out by examining the legal provisions relating to agreements and credit agreements, particularly the Civil Code, especially Articles 1320 and 1338, as well as other relevant laws and regulations. The case approach is used to analyze *Putusan Pengadilan Negeri Karanganyar Nomor 36/Pdt.G/2024/PN Krg* as the main object of research to understand the application of the *pacta sunt servanda* principle in judicial practice (Harahap, 2020).

The legal materials used in this study consist of primary and secondary legal materials. Primary legal materials include laws and regulations related to contract law and credit law, as well as *Putusan Pengadilan Negeri Karanganyar Nomor 36/Pdt.G/2024/PN Krg*. Secondary legal materials include law textbooks, scientific journals, previous research results, and expert opinions discussing contract law, the *pacta sunt servanda* principle, and credit dispute resolution. In addition, tertiary legal materials in the form of legal dictionaries and legal encyclopedias are used to support the understanding of certain legal terms and concepts (Marzuki, 2021).

The technique of collecting legal materials was carried out through library research, namely by inventoring, reviewing, and examining legal materials relevant to the research problem. Library research was conducted systematically to obtain a comprehensive understanding of the concept of the *pacta sunt servanda* principle and its application in credit disputes based on court decisions.

Legal analysis is conducted qualitatively using deductive reasoning. Deductive reasoning is used by drawing conclusions from general legal provisions to their application in specific cases under investigation. In this analysis, primary and secondary legal materials are interpreted systematically and logically to assess the consistency of the judge's considerations with the provisions of the agreement and the principle of *pacta sunt servanda*.

The results of this analysis are then used to answer the research questions and formulate conclusions regarding the limits and forms of application of the *pacta sunt servanda* principle in credit disputes. With this research method, it is hoped that a clear picture will be obtained of the judge's legal considerations in balancing legal certainty and justice in the settlement of credit disputes.

The systematic meaning of the phrase "the agreement is binding on the parties" indicates that the binding force of a contract, as regulated in the Kitab Undang-Undang Hukum Perdata, only applies if the agreement has first fulfilled the legal requirements for validity. Therefore, the binding force is not automatic but depends on the fulfillment of consent, legal capacity, a certain subject matter, and a lawful cause, and must be performed in accordance with the principle of good faith

3. Results and Discussion

3.1. The Application of the *Pacta Sunt Servanda* Principle in Credit Disputes

a. The Application of the *Pacta Sunt Servanda* Principle in Credit Agreements

At its inception, an agreement was merely a set of words spoken between two or more individuals to carry out a particular act, where those words created a binding relationship between the parties who uttered them. Over time, however, agreements have evolved and are no longer limited to oral expressions, but may also be embodied in written form (Nurwanto & Hanifah, 2023). The application of the principle of *pacta sunt servanda* constitutes a primary objective of the Indonesian legal system's approach to contract law (Syamsiah et al., 2023). The principle of *pacta sunt servanda* is a fundamental principle in contract law that gives binding force to every contract that is made legally (Haris et al., 2024). In the context of 3 agreements, this principle serves as a legal basis that obliges the parties, both creditors and debtors, to exercise all their rights and obligations in accordance with the agreed terms. This provision is explicitly reflected in Article 1338 paragraph (1) of the Civil Code, which places agreements as laws for the parties who make them (Sari & Prasetyo, 2022).

The principle of *pacta sunt servanda* refers to a principle that emphasizes the obligation of each party to perform the terms of a contract that have been mutually agreed upon. There is no justification for a party's failure to fulfill the obligations stipulated in an agreement that has been consented to by both parties, as this reflects the application of the principle. Accordingly, the parties are required to carry out the agreement in accordance with the provisions that have been agreed upon (Buhari et al., 2025).

The principle of *pacta sunt servanda* makes the agreement made a legal basis for the parties, because an agreement that has been agreed upon and made legally will be binding like a law for the parties. The parties who make the agreement must comply with the agreement in the same way as complying with the law (Adithya, 2023).

The principle of legal certainty, also known as the principle of *pacta sunt servanda*, is a principle related to the legal consequences of an agreement. The principle of *pacta sunt servanda* holds that judges or third parties are obliged to respect the substance of a contract

entered into by the parties, treating it as having binding force comparable to that of a statute (Buhari et al., 2025). Court decisions in credit disputes show that the principle of *pacta sunt servanda* is not applied solely as a principle of legal certainty, but is positioned as a principle that must go hand in hand with testing the validity of agreement and the principle of contractual justice.

In credit practice, the existence of the *pacta sunt servanda* principle plays an important role in ensuring legal certainty and the continuity of legal relations between the parties. Through this principle, creditors obtain legal guarantees for the fulfillment of their rights, while debtors obtain certainty regarding the scope of their obligations. Thus, the *pacta sunt servanda* principle becomes a key instrument in maintaining trust and stability in legal relationships in the fields of credit (Sjahdeini, 2020).

However, the application of the *pacta sunt servanda* principle in credit agreements cannot be separated from the provisions regarding the validity of agreements as stipulated in Article 1320 of the Civil Code. A credit agreement can only be binding if it fulfills the elements of agreement between the parties, legal competence, a specific object, and a lawful cause. If one of these elements is not fulfilled, the credit agreement has the potential to lose its binding force, so that the principle of *pacta sunt servanda* cannot be optimally applied (Haris et al., 2024).

The principle of *pacta sunt servanda* is very easy to apply to consensual agreements where the parties are actively involved in drafting the agreement they have drawn up. The intentions and interest of each party can be incorporated into the agreement as long as the parties to the agreement mutually agree. That way, the parties will not hesitate to fulfill their obligations in order to obtain the consideration they will receive later. The parties are also willing to comply with the agreement that bind them because the provisions in the agreement are a manifestation of the intentions and interest of the parties themselves (Siswanta, 2023).

The principle of *pacta sunt servanda* is not merely a moral issue in an agreement, but rather a legal issue that will arise if performance cannot be achieved by one of the parties, particularly the debtor. Even if brought before the court, the judge cannot intervene in the content of the agreement made by the parties. Therefore, the main authority in the content of the agreement lies with the parties themselves as the makers of the law (Dalia et al., 2025).

In addition, the characteristics of credit agreements, which are generally drafted in the form of standard agreements, raise specific issues in the application of the *pacta sunt servanda* principle. Standard agreements often limit the debtor's room for negotiation and have the potential to create an imbalance of rights and obligations between the parties. This condition requires the careful application of the *pacta sunt servanda* principle so as not to cause contractual injustice. Therefore, this principle is not only understood as a principle of legal certainty, but must also be linked to the principles of justice and propriety in contract law (Miru, 2020).

Thus, the application of the *pacta sunt servanda* principle in credit agreements must be placed within a comprehensive legal framework for agreements. This principle remains the main foundation that binds the parties, but its application must be aligned with the valid terms of the agreement and the principle of fairness so as not to harm either party in the credit relationship (Priyonoa et al., 2025).

3.2 Analysis of the Application of the Pacta Sunt Servanda Principle in Putusan Pengadilan Negeri Karanganyar Nomor 36/Pdt.G/2024/PN Krg

Pacta sunt servanda is one of the fundamental principles applicable to lease agreements, whereby an agreement that has been duly concluded subsequently operates as law governing the parties involved (Gayo & Heru, 2023). *Pacta sunt servanda* in Indonesian contract law requires a balance between adherence to agreements that have been duly concluded and the recognition of unforeseen circumstances that may affect their

performance (Sihotang, 2022). *Putusan Pengadilan Negeri Karanganyar Nomor 36/Pdt.G/2024/PN Krg* is one of the decisions that clearly shows how the *pacta sunt servanda* principle is applied contextually in the settlement of credit disputes. In this case, the panel of judges first emphasized that legal relationship between the parties arose from a credit agreement that was made in writing and signed by the parties. Thus, in principle, the credit agreement fulfilled the elements of an agreement and was binding as referred to in Article 1338 paragraph (1) of the Civil Code.

Although the credit agreement was recognized as a binding agreement, the panel of judges did not automatically consider the existence of the agreement as the sole basis for their consideration. The judges carefully examined the validity of the agreement by referring to the provisions of Article 1320 of the Civil Code. This examination is carried out to ensure that the credit agreement was made by parties with legal capacity, without coercion, mistake, or fraud, and that the subject matter of the agreement and the *causa* are not contrary to the law. This approach shows that the principle of *pacta sunt servanda* is placed within a conditional normative framework (Bachsin et al., 2025).

Furthermore, the panel of judges also assessed the substance and implementation of the credit agreement. In this context, the judges did not only read the agreement textually, but also assessed the implications of the agreement clauses on the legal position of the parties. This is important considering that credit agreements are generally drafted in the form of standard agreements that provide limited room for debtors to negotiate. The assessment of the substance of the agreement shows that the judges considered the balance of rights and obligations of the parties as part of the application of the principle of contractual justice (Wibowo & Nugroho, 2021).

Another aspect that is the focus of the judge's consideration is the implementation of the principle of good faith as stipulated in Article 1338 paragraph (3) of the Civil Code. The judge assesses whether the parties have implemented the credit agreement honestly, appropriately, and without abusing their legal position. In credit disputes, the principle of good faith plays an important role because it serves as a test to assess whether the implementation of the agreement is still within the corridor of propriety and justice. By including the principle of good faith as a basis for consideration, the judge shows that the application of the *pacta sunt servanda* principle cannot be separated from moral values and justice (Sinaga, 2018).

The normative indicators used to assess the consistency of the judge's considerations with Articles 1320 and 1338 of the Kitab Undang-Undang Hukum Perdata include the fulfillment of the validity requirements of a contract, namely the existence of mutual consent without defects of will, the legal capacity of the parties, a certain subject matter, and a lawful cause, as well as the application of the principle that a valid agreement is binding as law upon the parties, must be performed in good faith, and must not conflict with law, public order, or morality.

The legal considerations made by the panel of judges in the decision reflect an effort to balance legal certainty and substantive justice. On the one hand, the judges continue to respect credit agreements as binding legal instruments and provide protection for legal certainty. On the other hand, the judges also opened up room for correction of the implementation of the agreement if there was an imbalance or violation of the principle of good faith. This approach shows that the principle of *pacta sunt servanda* is not interpreted as an absolute obligation to always uphold the agreement, but as a principle that must be applied proportionally.

Furthermore, this ruling has important legal implications for the practice of drafting and implementing credit agreements. For creditors, this ruling confirms that the drafting of credit agreements cannot be solely oriented towards protecting one party's interests, but must take into account balance and propriety. For debtors, this decision provides an understanding that even though credit agreements are binding, there is still room for legal

protection if the implementation of the agreement violates the principles of fairness and good faith (Noviadiyana, 2010).

Supreme Court of the Republic of Indonesia Decision No. 3431 K/Pdt/1985: This decision explicitly affirms that judges have the authority to depart from the contents of a contract if the contract violates the sense of justice. It constitutes a historical milestone marking the shift from rigid legal certainty toward the realization of substantive justice in Indonesian contract law (*Putusan MA RI No. 3431 K/Pdt/1985*).

Supreme Court of the Republic of Indonesia Decision No. 1303 K/Pdt/2011: This decision emphasizes the application of the principle of good faith in the performance of credit agreements, wherein the court corrected the bank's actions that were deemed arbitrary, despite being textually stipulated in the contract (*Putusan MA RI No. 1303 K/Pdt/2011*).

Practically, these implications require creditors, particularly banking institutions, to exercise greater caution in drafting credit agreements. Clauses that are exonerative in nature, impose unilateral burdens, or eliminate the rights of debtors may be subject to judicial review and annulment through court proceedings. Therefore, the drafting of credit agreements must take into account the principles of balance, transparency, and debtor protection (Sjahdeini, 2022).

Thus, *Putusan Pengadilan Negeri Karanganyar Nomor 36/Pdt.G/2024/PN Krg* emphasizes that the application of the *pacta sunt servanda* principle in credit disputes must be placed within the framework of fair contract law. This principle remains the main foundation in assessing the validity of credit agreements, but its application must not ignore the validity requirements of agreements, the principle of good faith, and legal protection for parties in a weaker position. This approach reflects the direction of developments in contract law, which emphasizes not only legal certainty but also substantive justice in judicial practice.

4. Conclusions

This study shows that the principle of *pacta sunt servanda* remains a fundamental principle in contract law, particularly in the settlement of credit disputes. This principle affirms that a legally valid credit agreement is binding on the parties and forms the main basis for the creation of legal rights and obligations. In the context of credit disputes, the existence of the *pacta sunt servanda* principle serves to provide legal certainty and ensure the implementation of the agreement as agreed upon by the creditor be separated from the provisions regarding the validity of agreements and the principle of good faith. A credit agreement that formally fulfills the elements of agreement between the parties does not necessarily have to be enforced if there are defects in intent, imbalance of rights and obligations, or violations of the principle of justice in its formation or implementation. Therefore, the principle of *pacta sunt servanda* must be understood as a relative and conditional principle, not one that applies absolutely in all circumstances.

Putusan Pengadilan Negeri Karanganyar Nomor 36/Pdt.G/2024/PN Krg reflects the application of the principle of *pacta sunt servanda* in a proportional and contextual manner. In this decision, the judge still recognized the credit agreement as a binding legal source for the parties, but also tested the validity and implementation of the agreement. Consideration of the validity of the agreement and the principle of good faith shows that the judge was not only oriented towards formal legal certainty, but also towards substantive justice in contractual relationships. The approach used by the panel of judges in the decision shows a balance between legal certainty and legal protection for the parties. Legal certainty resulting from the *pacta sunt servanda* principle is not placed as the sole objective, but must go hand in hand with the principles of justice and propriety. This is important considering that credit agreements are generally drafted in the form of standard agreements that have the potential to place debtors in a weaker position.

Thus, it can be concluded that the application of the *pacta sunt servanda* principle in credit disputes must be carried out carefully and in a balanced manner. This principle remains the main foundation in contract law, but its application must be aligned with the requirements for a valid agreement, the principle of good faith, and the principle of contractual justice. These findings are expected to contribute to the development of contract law in Indonesia and serve as a reference for legal practitioners and judges in handling credit fairly and with legal certainty.

Normative recommendations include the application of the principles of balance and good faith, greater transparency in contract terms, limitations on disproportionately burdensome standard clauses, and strengthening the role of judges in reviewing the fairness of contractual clauses without undermining the legal certainty of agreements as regulated in the Indonesian Civil Code (*Kitab Undang-Undang Hukum Perdata*).

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