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Bad Faith and Civil Liability for Unilateral Termination of Cooperation Agreements: A Judicial Analysis of Decision No. 322/PDT.G/2012/PN. BKS

Alfin Rahman[1*], Dadan Taufik Fathurohman[2]
[1,2]Faculty of Law, Universitas Swadaya Gunung Jati, Cirebon, Indonesia

Coresponding author-email: [*] alfin.122010012@ugj.ac.id

Abstract
The principle of good faith is a fundamental element in contractual relationships, requiring parties to perform agreements fairly and responsibly. However, contractual certainty may be undermined when one party unilaterally terminates an agreement by relying on internal corporate limitations or procedural arguments to avoid contractual obligations. This study examines the legal consequences of bad faith and the civil liability arising from the unilateral termination of a cooperation agreement based on Decision No. 322/Pdt.G/2012/PN.Bks. This study employs normative juridical research using statute, conceptual, and case approaches through the analysis of primary and secondary legal materials. The findings demonstrate that the Defendant's unilateral termination of the waste management cooperation agreement constituted an unlawful act under Article 1365 of the Indonesian Civil Code because the action was conducted in bad faith, violated contractual fairness, caused actual economic losses, and had a direct causal relationship with the Plaintiff's loss. The study further reveals that compensation mechanisms for losses arising from unlawful acts may be assessed by applying the principles contained in Articles 1246–1248 of the Civil Code by analogy, covering actual costs, losses, and expected interests. This study contributes to the development of contract law by emphasizing that internal corporate procedural limitations cannot be used as a justification for avoiding contractual responsibility when such actions violate the principle of good faith and cause harm to contractual partners.

Keywords: Bad Faith, Civil Liability, Unlawful Acts, Contract Termination, Compensation

1. Introduction

Contractual relationships in commercial activities are built upon the expectation that each party will respect the obligations they have voluntarily undertaken. The binding nature of an agreement does not merely arise from the written terms agreed by the

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parties but also from the principle of trust that underlies contractual cooperation. Under Indonesian civil law, this principle is reflected in Article 1338 of the Civil Code, which recognizes agreements as binding laws for the parties and requires them to be performed in good faith (Aisyah et al., 2025; Siregar et al., 2026; Makmur et al., 2026; Indrayana et al., 2026). Nevertheless, contractual certainty is often challenged when one party decides to terminate an agreement unilaterally after the contractual relationship has been established and relied upon by the other party (Shoimah, 2026; Makmur et al., 2026; Indrayana et al., 2026; Jelisejevs, 2021).

Unilateral termination of an agreement raises a fundamental question in contract law: whether a party may avoid contractual responsibility by referring to internal circumstances that are beyond the knowledge and control of its contractual partner. This issue becomes particularly relevant in corporate agreements, where parties outside the company generally rely on the apparent authority of corporate representatives when entering into legal relationships (Setyarini et al., 2020; Panjaitan et al., 2025). Allowing internal corporate arrangements to invalidate obligations that have already been accepted and performed may create uncertainty in commercial transactions and weaken the protection afforded to parties acting in good faith (Tifana et al., 2025; Makmur et al., 2026; Pelupessy, 2026).

The principle of good faith plays an important role in determining the legitimacy of contractual conduct. In Indonesian contract law, good faith is not limited to the intention of the parties at the time an agreement is formed but also governs the manner in which contractual obligations are performed (Tifana et al., 2025; Siregar et al., 2026; Setijanto et al., 2026; Jelisejevs, 2021). A party that uses internal procedural issues or corporate decision-making limitations as a basis to withdraw from an agreement may raise questions regarding whether such conduct constitutes a legitimate exercise of contractual rights or an abuse of rights that causes losses to another party (Setyarini et al., 2020; Nababan & Nurkhaerani, 2025). This distinction becomes particularly significant when unilateral termination results in economic harm and disrupts the legitimate expectations created by the agreement (Makmur et al., 2026; Jelisejevs, 2021).

From the perspective of civil liability, losses arising from contractual disputes are generally examined through the framework of breach of contract (wanprestatie) (Apriani, 2021; Makmur et al., 2026; Danis, 2025). However, certain forms of contractual conduct may also fall within the scope of unlawful acts (perbuatan melawan hukum) when they violate legal obligations, principles of fairness, or the rights of another party (Prihandono, 2024; Adila & Adhi, 2025). Article 1365 of the Indonesian Civil Code provides the legal basis for liability arising from unlawful acts, requiring the existence of an unlawful act, fault, loss, and a causal relationship between the conduct and the resulting damage (Prihandono, 2024). The interaction between contractual obligations, good faith, and unlawful acts creates a complex legal issue, particularly when determining the appropriate basis for liability arising from unilateral termination (Apriani, 2021; Danis, 2025).

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This issue is illustrated in Decision No. 322/Pdt.G/2012/PN. Bks, concerning a dispute arising from a waste management cooperation agreement between the Plaintiff and the Defendant. The cooperation agreement was initially implemented based on mutual agreement and subsequently continued through further contractual arrangements. However, the Defendant later terminated the cooperation unilaterally by arguing that the agreement had been signed by an individual who allegedly lacked sufficient authority within the company's internal structure. Following the termination, the Defendant transferred the cooperation opportunity to another party, causing economic losses to the Plaintiff.

The dispute presents a broader legal issue beyond the contractual disagreement itself. The central question is whether a company may rely on its internal authorization problems as a justification for disregarding obligations arising from an agreement that has already been accepted and implemented. This issue requires careful examination because commercial certainty depends on the protection of parties who reasonably rely on the validity of contractual relationships (Tifana et al., 2025; Makmur et al., 2026; Indrayana et al., 2026). The legal consequences of such conduct also require clarification, particularly regarding whether the resulting losses should be addressed solely as a breach of contract or may constitute civil liability arising from an unlawful act (Apriani, 2021; Nababan & Nurkhaerani, 2025).

Existing legal studies have extensively discussed the principles of good faith, contractual binding force, breach of contract, and compensation for losses. However, discussions concerning unilateral termination based on internal corporate authority limitations remain relatively underexplored, particularly within the framework of Indonesian civil law. Previous studies have generally focused on the consequences of contractual violations without examining how bad faith may transform a contractual dispute into a matter of unlawful conduct that creates independent civil liability. This gap becomes significant because the protection of contractual parties depends not only on enforcing agreements but also on preventing parties from escaping responsibility through internal justifications that undermine fairness and legal certainty.

The analysis of Decision No. 322/Pdt.G/2012/PN.BKS therefore provides an opportunity to examine how Indonesian civil law responds to situations where contractual termination is accompanied by allegations of bad faith. Rather than merely evaluating whether a contract was terminated, this article examines the legal reasoning used to determine responsibility for losses arising from such termination. Through the examination of statutory provisions, legal doctrines, and judicial considerations, this research seeks to clarify the relationship between bad faith, unlawful acts, and civil liability in contractual disputes.

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2. Legal Framework and Previous Studies

2.1 The Binding Force of Contract and the Principle of Good Faith

The legal relationship established through an agreement is not merely based on the existence of mutual consent between the parties but also on the expectation that each party will respect the obligations arising from such agreement (Nugrahenti & Hernawan, 2024; Agus et al., 2025; Salehi et al., 2024). Under Indonesian civil law, Article 1338 of the Civil Code recognizes agreements as legally binding upon the parties and reflects the principle of pacta sunt servanda (Aisyah et al., 2025; Ariayuda et al., 2025; Dali et al., 2025). This principle establishes that a valid agreement cannot be disregarded arbitrarily because contractual obligations represent legal commitments voluntarily accepted by the parties (Setijanto et al., 2026; Siregar et al., 2026; Lira, 2023).

Nevertheless, the binding nature of a contract does not operate independently from the principle of good faith (Dali et al., 2025; Aisyah et al., 2025; Setijanto et al., 2026). Article 1338 paragraph (3) of the Civil Code requires agreements to be performed in good faith, meaning that contractual performance must reflect fairness, honesty, and responsibility (Indrawati et al., 2025; Agung et al., 2026; Nugrahenti & Hernawan, 2024; Putri & Yulia, 2023). Good faith therefore functions not only as a moral standard but also as a legal instrument to evaluate whether the conduct of contracting parties remains within acceptable boundaries (Agus et al., 2025; Sibarani, 2024). A party may have contractual freedom, but such freedom cannot be exercised in a manner that unfairly prejudices the legitimate interests of the other party (Tile, 2026; Setijanto et al., 2026; Mepharishvili, 2025).

In contractual relationships involving business cooperation, good faith becomes particularly important because parties often rely on representations, authority, and commitments made during the formation and performance of agreements (Banaba et al., 2024; Nugraha et al., 2024; Salehi et al., 2024). When one party later attempts to avoid contractual responsibility by referring to internal matters that were not known to the other party, the issue is no longer limited to contractual interpretation but also concerns the protection of legal certainty and fairness within private relationships (Kusmiati et al., 2020; Mepharishvili, 2025; Tsuruda, 2023).

2.2 Unilateral Termination and Legal Consequences in Contractual Relationships

Unilateral termination of a contract represents one of the most challenging issues in contract law because it involves a tension between contractual autonomy and legal certainty (Chuprakov, 2025; Manery, 2025; Shayeq & Jahed, 2025). Although parties generally have the freedom to determine the terms of their agreements, such freedom does not include the right to disregard obligations that have already been accepted and relied upon by the other party (Bakir & Parura, 2023; Aprilia, 2022; Syafitri et al., 2025).

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In practice, unilateral termination may occur due to various reasons, including disagreements between parties, changes in business interests, or internal corporate decisions (Bakir & Parura, 2023; Shoimah, 2026). However, when termination is conducted without a valid legal basis and causes losses to the other party, the conduct may raise questions regarding contractual responsibility (Pratama et al., 2026). The legal assessment must therefore consider not only the existence of contractual provisions but also the manner in which the termination was carried out (Guyvan, 2022; Qi et al., 2023).

The distinction between breach of contract and unlawful act becomes relevant in this situation (Aprilia, 2022; Manery, 2025; Mantili & Sutanto, 2019). While breach of contract generally arises from the failure to perform obligations stipulated in an agreement, unlawful acts involve conduct that violates legal obligations or general principles of law and causes harm to another person (Hafiz & Sukirno, 2024; Aprilia, 2022; Latama et al., 2024; Siregar & Adlhiyati, 2025; Sadat et al., 2025; Priyadi, 2024). Therefore, unilateral termination accompanied by bad faith may extend beyond a contractual dispute and create independent civil liability under the framework of unlawful acts (Puspitasari & Suminar, 2026; Harahap & Rokan, 2025; Danis, 2025; Madaoui, 2023).

2.3 Bad Faith as a Basis for Civil Liability

Civil liability arising from unlawful acts in Indonesian law is primarily governed by Article 1365 of the Civil Code (Suryoutomo & Lindgren, 2025; Farhan & Nurhilmiyah, 2026). The provision requires the existence of four elements: an unlawful act, fault, loss, and a causal relationship between the wrongful conduct and the resulting damage (Siregar & Adlhiyati, 2025; Danis, 2025; Sadat et al., 2025; Mingga & Gunadi, 2025; Kalele & Hosein, 2024). These elements provide the legal basis for determining whether a party should bear responsibility for losses suffered by another party (Asalyandira et al., 2025; Aulia & Rahmi, 2026).

In contractual disputes, the application of Article 1365 requires careful analysis because not every contractual violation automatically constitutes an unlawful act (Hafiz & Sukirno, 2024; Manery, 2025; Kadafi et al., 2025). The assessment depends on whether the conduct violates broader legal principles beyond the contractual obligations themselves (Kalele & Hosein, 2024; Fujiansyah, 2023). Bad faith becomes an important consideration because it reflects conduct that contradicts fairness and the legitimate expectations created within a legal relationship (Shayeq & Jahed, 2025; Syafitri et al., 2025).

Accordingly, examining bad faith in contractual termination requires an evaluation of both the contractual relationship and the surrounding circumstances that demonstrate whether a party acted improperly (Chuprakov, 2025; Manery, 2025; Susilo et al., 2026). Internal corporate limitations, for example, may not necessarily eliminate responsibility when the party has created the appearance of authority and allowed another party to rely on the validity of the agreement.

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2.4 Previous Studies and Research Position

Previous legal studies have extensively discussed contractual binding force, good faith principles, breach of contract, and compensation for losses. These studies generally emphasize that contractual obligations must be respected and that parties may be held responsible when their actions violate agreements or cause losses to others. However, the specific issue concerning unilateral termination based on internal corporate authority limitations remains insufficiently explored. The question of whether internal corporate arrangements can justify the cancellation of agreements that have already been accepted and implemented requires further examination, particularly from the perspective of good faith and civil liability.

This article addresses this issue by analyzing how Indonesian civil law responds to unilateral termination conducted under the justification of internal corporate authority issues. The focus is not merely on whether the agreement was terminated but on whether such termination reflected bad faith and generated civil liability for the losses suffered by the other party.

3. Research Methods

This research employs normative juridical research with a doctrinal legal approach. This method was selected because the research focuses on examining legal norms, principles, and judicial reasoning concerning the consequences of bad faith in the unilateral termination of a cooperation agreement. Rather than examining social behavior empirically, this research seeks to analyze how existing legal provisions and legal doctrines are applied in determining civil liability arising from contractual disputes.

The research applies three legal approaches: the statute approach, the conceptual approach, and the case approach. The statute approach is used to examine relevant provisions of the Indonesian Civil Code, particularly those concerning contractual obligations, the principle of good faith, unlawful acts, and compensation for losses. The conceptual approach is applied to analyze legal concepts related to pacta sunt servanda, good faith, contractual responsibility, unlawful acts, and civil liability. Meanwhile, the case approach is used to examine Decision No. 322/Pdt.G/2012/PN.BKS, particularly the legal considerations of the court in assessing unilateral termination, bad faith, and the obligation to compensate losses.

The legal materials used in this research consist of primary and secondary legal materials. Primary legal materials include the Indonesian Civil Code and Decision No. 322/Pdt.G/2012/PN.BKS as the main object of judicial analysis. Secondary legal materials consist of legal literature, academic journal articles, and scholarly opinions relevant to contract law, good faith principles, and civil liability. These materials were selected based on their relevance to the legal issues examined in this research.

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The collected legal materials were analyzed qualitatively through legal interpretation and deductive reasoning. The analysis was conducted by examining the relationship between contractual obligations, the principle of good faith, and the legal consequences of unilateral termination. The judicial reasoning contained in the court decision was further evaluated to determine whether the defendant's conduct fulfilled the elements of an unlawful act and whether the imposition of civil liability and compensation was legally justified.

This research employs normative juridical research with a doctrinal legal approach (Negara, 2023; Zumaroh & Rusdiana, 2025; Widjajanto et al., 2025; Mokodompit et al., 2023). This method was selected because the research focuses on examining legal norms, principles, and judicial reasoning concerning the consequences of bad faith in the unilateral termination of a cooperation agreement (Qamar & Rezah, 2022; Malik et al., 2024; Munthe & Prasetyo, 2025). Rather than examining social behavior empirically, this research seeks to analyze how existing legal provisions and legal doctrines are applied in determining civil liability arising from contractual disputes (Noor, 2023; Rahmawati, 2024; Hamzani et al., 2024).

The research applies three legal approaches: the statute approach, the conceptual approach, and the case approach (Zumaroh & Rusdiana, 2025; Rahmawati, 2024; Tifana et al., 2025; Laimu et al., 2024). The statute approach is used to examine relevant provisions of the Indonesian Civil Code, particularly those concerning contractual obligations, the principle of good faith, unlawful acts, and compensation for losses (Setijanto et al., 2026; Asalyandira et al., 2025; Munthe & Prasetyo, 2025).

The conceptual approach is applied to analyze legal concepts related to pacta sunt servanda, good faith, contractual responsibility, unlawful acts, and civil liability (Setijanto et al., 2026; Miarsa et al., 2024). Meanwhile, the case approach is used to examine Decision No. 322/Pdt.G/2012/PN.BKS, particularly the legal considerations of the court in assessing unilateral termination, bad faith, and the obligation to compensate losses (Zumaroh & Rusdiana, 2025; Setijanto et al., 2026).

The legal materials used in this research consist of primary and secondary legal materials (Zumaroh & Rusdiana, 2025; Malik et al., 2024; Rahmawati, 2024; Abdillah & Kusmiati, 2026; Susantyo et al., 2025). Primary legal materials include the Indonesian Civil Code and Decision No. 322/Pdt.G/2012/PN.BKS as the main object of judicial analysis (Widjajanto et al., 2025; Abdillah & Kusmiati, 2026). Secondary legal materials consist of legal literature, academic journal articles, and scholarly opinions relevant to contract law, good faith principles, and civil liability (Malik et al., 2024).

The collected legal materials were analyzed qualitatively through legal interpretation and deductive reasoning (Putra et al., 2023; Abdillah & Kusmiati, 2026; Hastri, 2021; Susantyo et al., 2025). The analysis was conducted by examining the relationship between contractual obligations, the principle of good faith, and the legal consequences of unilateral termination (Setijanto et al., 2026; Cahyo & Kurnianingsih, 2023). The judicial reasoning contained in the court decision was further evaluated to determine

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whether the defendant's conduct fulfilled the elements of an unlawful act and whether the imposition of civil liability and compensation was legally justified (Zumaroh & Rusdiana, 2025).

4. Results

4.1 Unilateral Termination and Violation of the Principle of Good Faith

The dispute examined in Decision No. 322/Pdt.G/2012/PN.BKS reflects a broader issue in contractual relationships: whether a party may terminate an agreement unilaterally after the agreement has been accepted, implemented, and relied upon by the other party (Ulfa & Gunadi, 2022; Usman et al., 2021; Kurniawan, 2024). The existence of contractual freedom does not provide unlimited authority for parties to disregard obligations that have already arisen (Ariayuda et al., 2025; Dali et al., 2025; Azizah et al., 2023). In Indonesian contract law, the binding force of an agreement under Article 1338 of the Civil Code must be interpreted together with the obligation to perform agreements in good faith (Setijanto et al., 2026; Anindira & Lie, 2025; Aisyah et al., 2025).

In this case, the Defendant argued that the cooperation agreement was invalid because the representative who signed the agreement allegedly lacked authority from the company's Board of Directors. However, such an argument raises a fundamental legal question concerning the protection of parties acting in good faith (Febrianti et al., 2026; Chandra & Silalahi, 2025). When a company allows its representative to enter into a contractual relationship, accepts the implementation of the agreement, and benefits from the cooperation, the company cannot simply transfer the consequences of its internal decision-making process to the other contracting party (Andarini et al., 2025).

The principle of good faith requires parties to act consistently with the legitimate expectations created during the contractual relationship (Himawan & Muliya, 2021; Nugraha et al., 2024; Banaba et al., 2024). It does not merely regulate the intention of the parties when entering into an agreement but also governs their conduct throughout the performance of contractual obligations (Nugrahenti & Hernawan, 2024). Therefore, a party that relies on internal corporate procedures after accepting contractual benefits may be considered to have acted inconsistently with the expectation of fairness underlying contractual relationships (Kusmiati et al., 2020).

From a doctrinal perspective, the issue is closely related to the protection of third parties who rely on apparent authority. In commercial transactions, external parties cannot reasonably be expected to investigate every internal corporate approval mechanism before entering into agreements. Requiring such verification would create uncertainty and undermine the reliability of contractual transactions. Therefore, the legal system must balance internal corporate governance interests with the protection of parties who reasonably rely on the validity of contractual commitments.

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The court's reasoning in Decision No. 322/Pdt.G/2012/PN.BKS demonstrates the importance of this balance. Rather than accepting the Defendant's internal authority argument as an automatic justification for termination, the court examined the overall circumstances surrounding the agreement, including the existence of cooperation between the parties and the losses suffered by the Plaintiff. This approach reflects the idea that contractual obligations cannot be avoided merely through internal corporate considerations when such avoidance causes unfair consequences to another party.

4.2 Qualification of Bad Faith as an Unlawful Act under Article 1365 of the Civil Code

The distinction between breach of contract and unlawful acts is an important issue in determining the legal consequences of contractual disputes. A failure to perform contractual obligations is generally examined within the framework of breach of contract because the source of the obligation originates from an agreement between the parties. However, contractual conduct may also give rise to liability based on an unlawful act when the conduct violates legal principles, disregards the rights of another party, or reflects behavior that is inconsistent with the standards of fairness and good faith.

Article 1365 of the Indonesian Civil Code provides that every unlawful act causing damage to another person requires the party responsible for such conduct to compensate the resulting losses. The application of this provision requires the fulfillment of several elements, namely the existence of an unlawful act, fault, loss, and a causal relationship between the conduct and the damage suffered. Therefore, the assessment of whether unilateral termination constitutes an unlawful act cannot be based solely on the existence of contractual disagreement but must consider the nature of the conduct and its consequences for the other party.

In the context of Decision No. 322/Pdt.G/2012/PN.Bks, the Defendant’s unilateral termination was not merely a failure to continue the cooperation agreement but involved conduct that affected the legal interests of the Plaintiff. The Defendant had previously participated in the contractual relationship and allowed the cooperation arrangement to operate before subsequently terminating the agreement by referring to internal corporate authority issues. The legal question is therefore not limited to whether the Defendant had the internal authority to approve the agreement, but whether such internal circumstances could legally justify the termination after the Plaintiff had relied upon and performed its obligations under the agreement.

From the perspective of civil liability, internal corporate arrangements cannot automatically eliminate responsibility toward external parties acting in good faith. A company that creates the appearance of validity in a contractual relationship bears a responsibility to ensure that its internal governance does not unfairly prejudice another party. Otherwise, corporate internal matters would become a means for avoiding

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obligations and transferring the consequences of internal decisions to parties who not be involved in such decisions.

The element of fault under Article 1365 of the Civil Code may be observed through the Defendant's failure to consider the legitimate interests of the Plaintiff after the cooperation agreement had been implemented. Bad faith does not necessarily require an explicit intention to cause harm; it may also be reflected in conduct that disregards fairness, contractual expectations, and the reasonable interests of the other party. In this regard, unilateral termination after obtaining the benefits of contractual cooperation may demonstrate inconsistency between the party's previous conduct and its subsequent attempt to avoid responsibility.

The existence of losses suffered by the Plaintiff further strengthens the qualification of the Defendant's conduct as an unlawful act. The termination of the cooperation agreement was not merely an internal corporate decision but had direct economic consequences for the Plaintiff. The causal relationship between the termination and the resulting losses becomes relevant because the damage would not have occurred if the Defendant had continued to respect the contractual relationship or provided a lawful basis for termination.

The court's reasoning in Decision No. 322/Pdt.G/2012/PN.BKS reflects an approach that places emphasis on the substance of the conduct rather than merely the formal aspects of corporate authority. The court considered whether the Defendant's actions were consistent with legal fairness and whether such actions caused unjustified losses to the Plaintiff. This reasoning demonstrates that contractual disputes must be assessed not only through the written terms of an agreement but also through broader principles governing responsible legal conduct. The classification of the Defendant's actions as an unlawful act also reflects the complementary relationship between contract law and civil liability law. Contractual obligations provide the primary framework governing the relationship between parties, while unlawful act provisions function as a mechanism to provide protection when conduct exceeds the limits of contractual freedom and violates legally protected interests. Therefore, bad faith in contractual termination may serve as a connecting factor between contractual breach and civil liability arising from unlawful acts.

This interpretation is particularly relevant in modern commercial relationships, where contractual transactions frequently involve complex organizational structures and corporate decision-making processes. Legal certainty requires that parties who enter into agreements in good faith receive protection against arbitrary termination based on internal reasons that are beyond their control. Otherwise, contractual stability would be weakened, and parties would face uncertainty regarding whether agreements would remain enforceable after performance has begun.

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4.3 Civil Liability and Compensation for Losses Arising from Bad Faith Termination

Once a party's conduct has been established as constituting bad faith and an unlawful act, the next legal consequence concerns the form of civil liability that arises from such conduct. In private law, the imposition of liability is not merely intended to punish the party responsible for causing harm but also to restore the balance of interests between the parties. Compensation functions as a legal mechanism to place the injured party in a position as close as possible to the condition that would have existed if the unlawful conduct had not occurred.

In the context of Decision No. 322/Pdt.G/2012/PN.BKS, the Plaintiff's losses arose from the Defendant's unilateral termination of the cooperation agreement after the contractual relationship had been established and implemented. The termination did not merely end future cooperation but also affected the Plaintiff's economic interests that had developed based on the expectation that the agreement would continue. Therefore, the assessment of compensation requires consideration not only of direct financial losses but also of the broader consequences arising from the disruption of a legitimate contractual relationship. Under Indonesian civil law, compensation arising from unlawful acts is primarily based on Article 1365 of the Civil Code. Unlike contractual compensation, which is generally limited by the obligations agreed upon by the parties, compensation for unlawful acts is directed toward restoring losses caused by wrongful conduct. The injured party must demonstrate the existence of damage, the wrongful nature of the conduct, and the causal connection between the act and the resulting loss.

The court's consideration in imposing liability on the Defendant reflects the recognition that contractual relationships create legally protected interests beyond the written obligations contained in the agreement. When a party acts in a manner that defeats the legitimate expectations of another party, particularly after benefiting from the contractual relationship, the resulting harm cannot be viewed merely as an ordinary business risk. Instead, it may constitute a legally compensable injury because the loss arises from conduct that violates the principle of fairness governing private relationships.

The relationship between unlawful acts and compensation in contractual disputes requires careful examination because not every contractual loss automatically justifies compensation under Article 1365 of the Civil Code. The legal basis for liability depends on whether the conduct exceeds the boundaries of contractual rights and violates a broader legal obligation. In this case, the Defendant's unilateral termination was not assessed solely as a failure to fulfill contractual obligations but as conduct inconsistent with good faith because it disregarded the Plaintiff's reliance on the validity and continuation of the cooperation agreement.

The calculation of losses in contractual disputes generally includes actual losses (damnum emergens) and expected benefits that were reasonably anticipated (lucrum cessans). Actual losses refer to expenses, costs, or financial consequences directly suffered by the injured party, while expected losses relate to benefits that could reasonably have been obtained if the wrongful conduct had not occurred. Although the assessment of expected losses requires careful consideration to avoid speculative claims, denying such losses entirely may fail to provide adequate protection for parties who have legitimately relied on contractual cooperation.

The application of compensation principles in this case demonstrates that civil liability serves not only a corrective function but also a preventive function. By holding parties responsible for losses caused by bad faith termination, the law encourages responsible contractual behavior and discourages parties from using internal circumstances as a means to escape obligations. This approach strengthens the role of good faith as a controlling principle in contractual relationships, ensuring that contractual freedom is exercised within the boundaries of fairness and responsibility. From a broader perspective, the case illustrates the importance of balancing contractual autonomy with legal accountability. Freedom of contract allows parties to determine their legal relationships, but such freedom cannot be separated from the obligation to respect the rights and legitimate expectations of other parties. A party that voluntarily enters into a cooperation agreement must bear the legal consequences when its subsequent actions undermine the trust and reliance created by that agreement.

The compensation mechanism applied in cases involving bad faith termination also has implications for commercial certainty. Business actors require assurance that agreements will not be easily disregarded after they have invested resources, time, and expectations into contractual relationships. Without effective legal protection through civil liability and compensation, contractual agreements would lose their practical value because parties could avoid responsibility by referring to internal decisions or organizational limitations.

Therefore, the imposition of civil liability for bad faith termination represents more than a remedy for individual losses. It reflects the broader function of private law in maintaining fairness, protecting legitimate expectations, and ensuring that contractual relationships operate within a framework of responsibility. The analysis of Decision No. 322/Pdt.G/2012/PN.BKS demonstrates that compensation is not merely a consequence of contractual failure but also an instrument to uphold the principle that legal rights must be exercised in good faith.

4.4 Judicial Reasoning and Its Implications for Indonesian Contract Law

The judicial reasoning in Decision No. 322/Pdt.G/2012/PN.BKS demonstrates that contractual disputes cannot always be resolved solely by examining the formal validity of an agreement. The court's analysis reflects an understanding that contractual relationships are also governed by broader principles of fairness, good faith, and responsibility. In assessing the dispute, the court did not merely focus on the Defendant's argument regarding internal corporate authority but examined the overall circumstances surrounding the formation, implementation, and termination of the cooperation agreement.

One of the significant aspects of the court's reasoning is the recognition that internal corporate arrangements cannot automatically eliminate obligations toward external parties who have acted in good faith. In commercial transactions, parties generally rely on the representations and conduct of those who appear to have authority to act on behalf of a company. If a company later invokes internal procedural limitations to avoid contractual responsibility, such an approach may undermine the principle of legal certainty and create unfair consequences for the other contracting party.

The court's approach reflects the broader doctrine of protecting legitimate expectations in private law relationships. Although Indonesian civil law does not explicitly regulate the doctrine of legitimate expectations as an independent principle, its underlying values can be found within the requirements of good faith and fairness in contractual performance. A party that has created a reasonable expectation through its conduct should not be allowed to disregard that expectation without sufficient legal justification, particularly when such conduct results in losses to another party. From the perspective of contract law, the decision also illustrates the interaction between contractual freedom and the limits imposed by legal responsibility. The principle of freedom of contract allows parties to determine their own legal relationships, but such freedom operates within the boundaries established by law and fairness. The court's reasoning suggests that contractual autonomy cannot be interpreted as a right to terminate obligations arbitrarily when such termination violates the legitimate interests of the other party.

The qualification of the Defendant's conduct as an unlawful act under Article 1365 of the Civil Code also carries important implications for the development of Indonesian contract law. It demonstrates that contractual disputes may involve more than the interpretation of contractual clauses; they may also require an assessment of whether the manner in which contractual rights are exercised conforms to broader legal principles. This approach provides a more comprehensive understanding of civil liability by recognizing that legal responsibility may arise not only from failure to perform contractual obligations but also from the abusive exercise of contractual rights.

Nevertheless, the judicial approach in this case also raises a broader doctrinal discussion regarding the boundary between breach of contract and unlawful acts. Excessive expansion of Article 1365 into contractual disputes may create uncertainty if every contractual disagreement is automatically categorized as an unlawful act. Therefore, the qualification of contractual conduct as an unlawful act requires careful consideration of additional factors, such as the existence of bad faith, violation of fairness, abuse of rights, and harm beyond the ordinary consequences of contractual non-performance.

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In this case, the presence of bad faith becomes the distinguishing element. The legal concern does not arise merely because the Defendant failed to continue the cooperation agreement, but because the termination was allegedly accompanied by conduct that disregarded the Plaintiff's reliance and legitimate interests. The court's reasoning therefore indicates that the assessment of liability must consider not only the outcome of the termination but also the manner and circumstances in which the termination was carried out.

The implications of this decision extend beyond the individual dispute between the parties. For commercial actors, the decision provides a reminder that contractual commitments cannot be avoided simply through internal organizational arguments after an agreement has been performed. For legal practitioners and courts, the case highlights the importance of examining the substance of contractual conduct rather than relying solely on formal arguments regarding authority and procedure.

More broadly, this judicial approach contributes to the development of Indonesian contract law by strengthening the role of good faith as a controlling principle in contractual relationships. It confirms that contractual rights must be exercised responsibly and that parties who cause losses through bad faith conduct may be subject to civil liability. In this sense, the decision represents an effort to balance contractual freedom with the need to protect fairness, certainty, and trust in commercial transactions.

5. Conclusion

The analysis of Decision No. 322/Pdt.G/2012/PN.BKS demonstrates that unilateral termination of a cooperation agreement cannot be justified merely by referring to internal corporate authority issues when the agreement has been accepted, implemented, and relied upon by the other party. The conduct of a party that disregards contractual commitments after creating legitimate expectations may constitute bad faith and exceed the boundaries of contractual freedom. In this regard, the principle of good faith under Article 1338 paragraph (3) of the Indonesian Civil Code serves as an important limitation to prevent the arbitrary exercise of contractual rights, while Article 1365 provides a legal basis for imposing civil liability when such conduct causes losses to another party.

The decision also illustrates that contractual disputes involving bad faith termination should not be examined solely from the perspective of breach of contract but must also consider whether the conduct constitutes an unlawful act that violates fairness and legal certainty. Protection of parties acting in good faith requires that internal corporate arrangements cannot be used as a means to avoid responsibility for losses caused by unilateral actions. Therefore, the enforcement of civil liability and compensation in such cases plays an important role in maintaining trust, stability, and fairness in commercial contractual relationships.

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References

Abdillah, Z., & Kusmiati, N. (2026). Hospital Legal Responsibility for Unlawful Acts in Health Services: A Normative Juridical Analysis of Vicarious Liability and Central Responsibility Under Indonesian Health Law. Equivalent: Jurnal Ilmiah Sosial Teknik. https://doi.org/10.59261/jequi.v8i2.273

Adila, A., & Adhi, Y. (2025). Liability of Advertising Companies For Consumer Losses Resulting From Misleading Advertisements. Equalegum International Law Journal. https://doi.org/10.61543/equ.v3i2.133

Agung, C., Anggraini, N., Sitanggang, B. S., Ulfa, F., Supriadi, S., & Muslim, F. (2026). Implementasi Prinsip Itikad Baik dalam Kontrak Bisnis: Perspektif Hukum Perdata. Journal of Economics, Bussiness and Management Issues. https://doi.org/10.47134/jebmi.v3i2.1132

Agus, N., Narwadi, A., & Budiana, N. (2025). Reconstruction of Business Legal Ethics from the Perspective of the Principles of Good Faith and Contractual Fairness. Pena Justisia: Media Komunikasi dan Kajian Hukum. https://doi.org/10.31941/pj.v24i2.6888

Aisyah, S., Dianita, A. C., Ismiyanti, I., Hasmiati, H., & Salmi, S. (2025). Application of Pacta Sunt Servanda Principle in District Court Decision. Leges Privatae. https://doi.org/10.62872/eh6j7589

Andarini, R., Sudirman, L., & Disemadi, H. (2025). Business Liability for Off-Procedure Consumer Transactions: An Analysis Of Ultra Vires And Vicarious Liability. Wijaya Putra Law Review. https://doi.org/10.38156/wplr.v4i2.315

Anindira, L., & Lie, G. (2025). Interpretation of Dispute Clauses and Liability Mechanisms for Breach of Contract in the Decision of the West Jakarta District Court no. 748/Pdt.G/2021/PN Jkt.Brt. AMK: Abdi Masyarakat UIKA. https://doi.org/10.32832/amk.v4i4.3071

Antai, G. O., Aidonojie, P. A., Ashibi, J. E., Ekpenisi, C., Jufri, M., & Eregbounye, O. (2025). Examination of the Efficacy of International Law in Combatting Trans-Border Environmental Crimes. NIU Journal of Legal Studies, 11(1), 87–102.

Apriani, T. (2021). Konsep Ganti Rugi Dalam Perbuatan Melawan Hukum Dan Wanprestasi Serta Sistem Pengaturannya Dalam Kuh Perdata. 929-934. https://doi.org/10.35327/gara.v15i1.193

Aprilia, I. (2022). URGENCE OF COMBINED CLAIMS OF DEFAULT AND BRANCH OF CONTRACT IN CIVIL PROCEDURE LAW. Jurnal Justisia : Jurnal Ilmu Hukum, Perundang-undangan dan Pranata Sosial. https://doi.org/10.22373/justisia.v7i1.12201

Ariayuda, A., Hardjomuldjadi, S., Sami'an, S., & Wibowo, D. E. (2025). The Binding Force of Goods/Services Procurement Contracts from the Perspective of Article 1338 of the Indonesian Civil Code. Interdisciplinary Social Studies. https://doi.org/10.55324/iss.v5i1.988

Asalyandira, C., Zahra, A., Rahmawati, I. B., Allan, G., L., Fathoni, . A., Michelin, D., & Wirananto, R. (2025). Unlawful Act (Tort) as an Instrument for the Protection of Private Civil Rights and Individual Human Rights: A Comparative Analysis between Indonesia and Germany. International Journal Of Humanities Education and Social Sciences (IJHESS). https://doi.org/10.55227/ijhess.v5i3.2057

Aulia, A., & Rahmi, A. (2026). A Comparative Analysis Of The Responsibilities Of Directors And Commissioners In Indonesian And Thai Company Law: A Perspective On The Protection Of Shareholders And Creditors. JHSS (Journal of Humanities and Social Studies). https://doi.org/10.33751/jhss.v10i1.24

Azizah, E., Armansyah, A., & Yulianingsih, Y. (2023). Development of Indonesian Business Contract Law in The Globalization Era. INTERNATIONAL JOURNAL OF SOCIAL SCIENCE AND EDUCATION RESEARCH STUDIES. https://doi.org/10.55677/ijssers/v03i4y2023-14

Badri, S., Handayani, P., & Rizki, T. A. (n.d.). Compensation for Unlawful Acts and Defaults in the Civil Law System. 979. https://core.ac.uk/download/616974944.pdf

Bakir, H., & Parura, D. (2023). Unilated Termination Of Contract Cooperation By The Client Against The Consultant In The Legal Perspective Of The Agreement. International Journal of Engineering Business and Social Science. https://doi.org/10.58451/ijebss.v2i2.124

Banaba, H., Susilowati, T., & Sejati, H. (2024). Legal gap in legal protection for aggrieved parties at the precontractual stage. Indonesian Journal of Multidisciplinary Science. https://doi.org/10.55324/ijoms.v4i2.1028

Bertolini, D. (2021). Toward a framework to define the outer boundaries of good faith in contractual performance. Alberta Law Review, 58(3).

Cahyo, Y. T., & Kurnianingsih, M. (2023). Pacta Sunt Servanda: Legal Dynamics in Indonesian Context. Walisongo Law Review (Walrev). https://doi.org/10.21580/walrev.2023.5.1.14585

Chandra, W., & Silalahi, W. (2025). Construction of Authority in Corporate Contracts: The Dialectic of Formal Validity and Substantive Justice in the Perspective of Kelsen and Rahardjo. Journal of Business, Management, and Social Studies. https://doi.org/10.53748/jbms.v5i2.128

Chatman, C., & Etheridge, T. S. (2022). Federalizing Caremark.

Chuprakov, A. A. (2025). Termination of Civil Law Contracts and Damages: A Comparative and Practical Legal Analysis. Теория и практика общественного развития. https://doi.org/10.24158/tipor.2025.7.34

Civil Code (Burgerlijk Wetboek Voor Indonesie) Article 1338.

Dadush, S. (2026). Shared Responsibility In American Contract Law. Available at SSRN 6064549.

Dali, M. W., Mahmud, Y. I., Hasan, E. R., Talamati, A. A., Tuu, R. A. D., Monoarfa, M., Nakuu, S. L., Richard, K., Ali, M., Rias, R. U., Kango, I., & Ibrahim, R. (2025). Eksistensi dan Implementasi Asas Pacta Sunt Servanda dalam Sistem Hukum Perjanjian. CENDEKIA

IJIS
Immortalis Journal of Interdisciplinary Studies
ISSN: 3123-3600 https://immortalispub.com/ijis
Vol. 2 Issue 3, July 2026, pp. 35-57

: Jurnal Penelitian dan Pengkajian Ilmiah. https://doi.org/10.62335/cendekia.v2i12.2125
Daniella, Donda, M., Putra, W. T., & Kurniawan, E. W. (2019). Notaire. Notaire, 2(2), 231–254. https://e-journal.unair.ac.id/NTR/article/view/13122
Danis, A. (2025). Konsep Penerapan Wanprestasi dan Perbuatan Melawan Hukum (PMH): Studi Kasus Putusan Nomor 79/ Pdt.G/2023/PN Yyk. Jaksa : Jurnal Kajian Ilmu Hukum dan Politik. https://doi.org/10.51903/ehkgp369
Darwis, R., Elizamiharti, Kusumadewi, Y., Assulthoni, M. F., Hamid, A., Balaka, K. I., Herniati, B., & Purwoto, A. (n.d.). Civil Law Textbook. PT Global Executive Teknologi. https://perpustakaan.hukumunkris.id/index.php?p=fstream-pdf&fid=58&bid=1871
Farhan, A., & Nurhilmiyah, N. (2026). Comparative Analysis Of Unlawful Act Regulations In Indonesia And Thailand. JHSS (Journal of Humanities and Social Studies). https://doi.org/10.33751/jhss.v10i1.23
Febrianti, W., Wibisono, R., Setyawan, F., & Fahamsyah, E. (2026). PENERAPAN DOKTRIN ULTRA VIRES PADA PERUSAHAAN DI INDONESIA. Jurnal Magister Hukum Perspektif. https://doi.org/10.37303/magister.v17i1.152
Fujiansyah, S. (2023). STRICT LIABILITY ATAS PERBUATAN MELAWAN HUKUM DITINJAU DARI FILSAFAT HUKUM. Jurnal Hukum Kaidah: Media Komunikasi dan Informasi Hukum dan Masyarakat. https://doi.org/10.30743/jhk.v22i3.6985
Gailhofer, P. (2022). Protocol on liability and compensation for damage resulting from transboundary movements of hazardous wastes and their disposal. In Corporate Liability for Transboundary Environmental Harm: An International and Transnational Perspective (pp. 599–613). Springer.
Goshen, Z., & Stein, T. S. (2025). Leaving Delaware? The Essential Role of Specialized Corporate Courts. Columbia Law Review, 125(7), 2077–2144.
Guyvan, P. (2022). The duration of the civil obligation, the termination of the contract. Reality of Politics. https://doi.org/10.15804/rop2022403
Hafiz, A. M., & Sukirno, S. (2024). Compensation in the Termination of Agreement Due to Breach of Contract. International Journal of Multi Discipline Science (IJ-MDS). https://doi.org/10.26737/ij-mds.v7i1.4600
Hamzani, A. I., Widyastuti, T. V., Khasanah, N., & Rusli, M. H. M. (2024). Implementation approach in legal research. International Journal of Advances in Applied Sciences. https://doi.org/10.11591/ijaas.v13.i2.pp380-388
Harahap, F. R., & Rokan, M. K. (2025). Pertanggungjawaban Perdata Direksi atas Peredaran Bahan Bakar Minyak RON 90 sebagai RON 92. AL-SULTHANIYAH. https://doi.org/10.37567/al-sulthaniyah.v14i2.4166
Hastri, E. D. (2021). Cyber Espionage Sebagai Ancaman Terhadap Pertahanan Dan Keamanan Negara Indonesia. Law & Justice Review Journal. https://doi.org/10.11594/lrjj.01.01.03

Immortalis Journal of Interdisciplinary Studies
ISSN: 3123-3600 https://immortalispub.com/ijis
Vol. 2 Issue 3, July 2026, pp. 35-57

Himawan, A. B. C., & Muliya, L. (2021). Penerapan Asas Itikad Baik dalam Pelaksanaan Kontrak Kerjasama Investasi antara Pengusaha dengan Investor Berdasarkan Buku III Kitab Undang-Undang Hukum Perdata. https://doi.org/10.29313/.v0i0.27496

Indradewi, A. A. S. N., & Purnamasatya, I. W. (2025). Juridical Review Of Legal Protection Of Businesses Who Experience Losses From Consumer Bad Faith. Proceedings Of The International Conference On Social Science, Environment And Technology Development, 169–177.

Indrawati, E., Susilawati, M., & Putri, K. D. I. (2025). Implementation of the Principle of Good Faith in the Making and Execution of Agreements. West Science Law and Human Rights. https://doi.org/10.58812/wslhr.v3i01.1649

Indrayana, D., K., & Adha, L. H. (2026). Material Adverse Change (Mac) Clause as Cancellation of Corporate Transactions due to Changes in Global Economic Conditions in Company Acquisition Agreements. International Journal of Judicial Law. https://doi.org/10.54660/ijjl.2026.5.3.260-265

Jelisejevs, A. (2021). The Good Faith Based Approach as a Legally Acceptable Intervention in Freedom of Contract to Protect Consumers' Rights When Banks Unilaterally Close Accounts. Baltic Journal of Law & Politics, 14, 142 - 163. https://doi.org/10.2478/bjlp-2021-0014

Kadafi, A. A., Hastuti, R., & Iqbal, M. (2025). A Juridical Review of Breach of Contract in Commercial Cooperation Agreements in Indonesia. Justicia Insight. https://doi.org/10.70716/justin.v1i2.160

Kalele, V., & Hosein, Z. A. (2024). Comparison of Unlawful Acts in Criminal Law and Civil Law in Indonesia. Majelis: Jurnal Hukum Indonesia. https://doi.org/10.62383/majelis.v1i4.280

Khairandy, R. (n.d.). Contract Law. https://books.google.com/books/about/Hukum_kontrak_Indonesia_dalam_perspektif.html?id=-G91rgEACAAJ

Kurniawan, F. (2024). Perlindungan Hukum Terhadap Pihak yang Mengalami Pemberhentian Kerjasama Secara Sepihak Terkait Pengelolaan Lahan Parkir Berdasarkan Perbuatan Melawan Hukum. Proceedings Series on Social Sciences & Humanities. https://doi.org/10.30595/pssh.v17i.1134

Kusmiati, N., S., & M. H. (2020). Legal Standing of Pre-Contractual Good Faith Principle as a Law Reformation of Indonesian Contract Law. International Journal of Science and Society. https://doi.org/10.200609/ijsoc.v2i1.61

Laimu, W. N., Titahelu, J. A. S., & Latumaerissa, D. (2024). Akibat Kealpaan Pemilik Lahan Yang Memasang Aliran Listrik. TATOHI: Jurnal Ilmu Hukum. https://doi.org/10.47268/tatohi.v3i12.2114

Larsson, M.-L. (2023). The law of environmental damage: liability and reparation (Vol. 1). Martinus Nijhoff Publishers.

Latama, J., Junus, N., Towadi, M., & Elfikri, N. F. (2024). Tanggungjawab Pelaku Usaha Bagi Konsumen Terhadap Keamanan Pangan Dalam Prespektif Hukum Perlindungan Konsumen. Hakim. https://doi.org/10.51903/hakim.v2i1.1555

Lira, M. A. (2023). Principle Law Pacta Sunt Servanda in Agreement Rent Place Business. Journal of Law and Sustainable Development. https://doi.org/10.55908/sdgs.v11i12.2157

Madaoui, N. (2023). Analysis of the legal aspects of civil and criminal liability in contracts. Analytical and Comparative Jurisprudence. https://doi.org/10.24144/2788-6018.2023.05.7

Makmur, A., Rahman, A. S., S., & Jafar, M. (2026). Breach of Contract in the Cooperative Management Agreement of Oil Palm Plantations. International Journal of Law and Society. https://doi.org/10.62951/ijls.v3i3.953

Malik, D. A., Gusela, M. D., Azfa, S. H., Fauziansah, S., Rosidin, U., A., & M. (2024). Navigating the Labyrinth: A Normative Juridical Analysis of Legal Politics and Policy Formulation in Indonesia. Enigma in Law. https://doi.org/10.61996/law.v2i1.82

Manery, N. G. (2025). Analisis Yuridis Pemutusan Perjanjian Secara Sepihak. Referendum : Jurnal Hukum Perdata dan Pidana. https://doi.org/10.62383/referendum.v2i4.1531

Mantili, R., & Sutanto, S. (2019). Kumulasi Gugatan Perbuatan Melawan Hukum Dan Gugatan Wanprestasi Dalam Kajian Hukum Acara Perdata Di Indonesia. Dialogia Iuridica: Jurnal Hukum Bisnis dan Investasi. https://doi.org/10.28932/di.v10i2.1210

Mepharishvili, T. (2025). The Principle of Good Faith in Contractual Relations. European Scientific Journal, ESJ. https://doi.org/10.19044/esj.2025.v21n39p162

Miarsa, F. R. D., Saifudin, M., Santoso, H. A., Qoilun, N., & Japar, S. R. (2024). COMPARATIVE STUDY OF THE GOOD FAITH CONCEPT BETWEEN INDONESIA AND THE NETHERLANDS IN CIVIL LAW. Journal of Court and Justice. https://doi.org/10.56943/jcj.v3i1.481

Mingga, B. W. B., & Gunadi, A. (2025). Implementation of Black Campaigns as a Form of Unfair Business Competition: A Review of the Fulfillment of the Elements of Article 1365 of the Civil Code. Academia Open. https://doi.org/10.21070/acopen.10.2025.12970

Mokodompit, M. D. K., Thalib, M. C., & Bakung, D. A. (2023). Penerapan Asas Pacta Sunt Servanda Pada Perjanjian Tidak Tertulis Terkait Bagi Hasil Perikanan. Doktrin: Jurnal Dunia Ilmu Hukum dan Politik. https://doi.org/10.59581/doktrin.v2i1.1907

Munthe, E. C. S., & Prasetyo, M. A. (2025). Juridical Analysis of Compensation Settlement for Unlawful Acts in Land Dispute Lawsuits. International Journal of Business, Law, and Education. https://doi.org/10.56442/ijble.v6i1.1098

Nababan, T. F. R., & Nurkhaerani, E. (2025). Pertanggungjawaban Direksi Atas Perbuatan Melawan Hukum Berupa Penyatuan Harta dalam Kepailitan Perseroan.

Desentralisasi: Jurnal Hukum, Kebijakan Publik, dan Pemerintahan. https://doi.org/10.62383/desentralisasi.v2i3.761
Nanda, V. (2023). International environmental law & policy (Vol. 2). Martinus Nijhoff Publishers.
Negara, T. A. S. (2023). Normative Legal Research in Indonesia: Its Originis and Approaches. Audito Comparative Law Journal (ACLJ). https://doi.org/10.22219/aclj.v4i1.24855
Noor, A. (2023). Socio-Legal Research: Integration of Normative and Empirical Juridical Research in Legal Research. Jurnal Ilmiah Dunia Hukum. https://doi.org/10.56444/jidh.v7i2.3154
Nugraha, A. M., Fadil, F. D., Khumairoh, T., Dikrurahman, D., & Permana, D. (2024). Implementation of Good Faith Principles in Trade Contracts in Indonesia. Journal of Social Research. https://doi.org/10.55324/josr.v3i9.2201
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. https://doi.org/10.24294/jipd.v8i10.7358
Nugroho, A. S. (2014). Application of the Principle of Good Faith in the Pre-Contract Phase in Civil Law and Common Law. Repertorium, 74–76. https://media.neliti.com/media/publications/212976-none.pdf
Osmanova, A. (2025). International Practice of Compensation for Damage Caused by Environmental Violations in the Management of Tailings Storage Facilities and Waste Dumps. Grassroots Journal of Natural Resources, 8(1), 964–988.
Pakpahan, W., & Jasmansyah. (n.d.). The Principle of Honesty in the Company (Case Study of the Accounting Irregularity Scandal of PT. Toshiba). 14. https://seniman.nusaputra.ac.id/index.php/seniman/article/download/16/4/9
Panjaitan, D., Panjaitan, H., & Saragi, P. (2025). Legal Consequences and Liability of Actions by Directors and Commissioners After Term Expiry. International Journal of Law, Crime and Justice. https://doi.org/10.62951/ijlcj.v2i2.568
Pelupessy, B. E. (2026). Contractual Freedom and its Limits in Modern Civil Law Governance. Jurnal Hukum dan Keadilan. https://doi.org/10.61942/jhk.v3i2.542
Pratama, F. R., Tanumihardja, S. A., Alamsyah, A. S., Arwanto, B., & Malie, A. M. (2026). Legal Action Against Contract Termination Due To Breach of Contract. Jurnal Hukum Bisnis Bonum Commune. https://doi.org/10.30996/jhbbc.v9i1.132692
Prihandono, I. (2024). Climate Litigation in Indonesia: Lessons from the Royal Dutch Shell Case. Media Iuris. https://doi.org/10.20473/mi.v7i2.57628
Priyadi, A. (2024). Tanggung Jawab Dokter/Rumah Sakit Akibat Malpraktik Medis Sebagai Upaya Perlindungan Hukum Bagi Pasien. Wijayakusuma Law Review. https://doi.org/10.51921/wlr.v6i1.273
Puspitasari, F., & Suminar, S. R. (2026). Analisis Kitab Undang-Undang Hukum Perdata juncto Undang-Undang Nomor 10 Tahun 1998 tentang Hukum Perbankan. Bandung Conference Series: Law Studies. https://doi.org/10.29313/bcsls.v6i1.23211

Immortalis Journal of Interdisciplinary Studies
ISSN: 3123-3600 https://immortalispub.com/ijis
Vol. 2 Issue 3, July 2026, pp. 35-57

Putra, A. D., Saputra, I. E., Prasetya, M. D., & Rahman, A. (2023). LEGAL ANALYSIS ON DELIBERATE TAX EVASION IN INDONESIA. Jurnal Meta-Yuridis. https://doi.org/10.26877/m-y.v6i1.14497

Putri, F. A. J., & Yulia, A. (2023). ITIKAD BAIK DALAM KUH. PERDATA KETIKA MELAKUKAN PERJANJIAN JUAL BELI TANAH. Jurnal Ilmiah Hospitality. https://doi.org/10.47492/jih.v12i2.2705

Qamar, N., & Rezah, F. S. (2022). The Dichotomy of Approach in the Study of Legal Science: A Critical Review. SIGn Jurnal Hukum. https://doi.org/10.37276/sjh.v4i2.162

Qi, J., Toktobaev, B., & Zhang, Q. (2023). Termination of the contract by the breaching party in Civil Code of China. Social Legal Studios. https://doi.org/10.32518/sals4.2023.183

Rahmawati, A. (2024). Deconstruction of Penal System Policy on Tax Law in Indonesia against Liability for Corporate Income Tax Evasion. Edunity Kajian Ilmu Sosial dan Pendidikan. https://doi.org/10.57096/edunity.v3i1.229

S.H., S., & Sugiyono, H. (2023). Government policy in Indonesian contract law that still uses contract law inherited from Dutch product. International Journal of Law and Management. https://doi.org/10.1108/ijlma-09-2022-0203

Sadat, A., Prasetyotomo, H., L., P., Nazara, Z., Kusuma, N., & Irawan, T. (2025). Legal Review of Unlawful Acts In Land Disputes. JILPR Journal Indonesia Law and Policy Review. https://doi.org/10.56371/jirpl.v6i2.357

Salacuse, J. W. (2021). The law of investment treaties. Oxford University Press.

Salehi, E., Khandani, S. P., & Pahlevanzade, A. (2024). The Influence of the Ethical Principle of Good Faith and Fair Dealing in the Formation and Execution of Civil Obligations. Comparative Studies in Jurisprudence, Law, and Politics. https://doi.org/10.61838/csjlp.6.5.14

Setijanto, A., Permatasari, C., Artahana, N., Hadamean, J., Alam, P. S., Koeswanto, A., Anggoro, P., & Prihatinah, T. (2026). Application of the Principles of Good Faith and Pacta Sunt Servanda in Unequal Construction Contracts: A Case Study of B2B Developer–Contractor. IJEBD (International Journal of Entrepreneurship and Business Development). https://doi.org/10.29138/ijebd.v9i1.3494

Setyarini, D. M., Mahendrawati, N., & Arini, D. G. D. (2020). Pertanggungjawaban Direksi Perseroan Terbatas Yang Melakukan Perbuatan Melawan Hukum. Jurnal Analogi Hukum. https://doi.org/10.22225/ah.2.1.1608.12-16

Shayeq, A., & Jahed, S. (2025). An Analytical Study of Contract Termination Options in Afghan Law. JUSTICES: Journal of Law. https://doi.org/10.58355/justices.v4i3.204

Shoimah, S. (2026). Freedom of Contract in the Digital Age: Perspectives on the Indonesian Civil Code and Fiqh Muamalah. Trunojoyo Law Review. https://doi.org/10.21107/tlr.v8i1.32568

Sibarani, A. C. S. (2024). The Application of the Principle of Good Faith in Business Contracts: A Civil Law Perspective. Edusoshum: Journal of Islamic Education and Social Humanities. https://doi.org/10.52366/edusoshum.v4i3.124

Siregar, D., Sitepu, K., & Na'im, K. (2026). Pacta Sunt Servanda Principles: Implementation in Agreements Managing Unanticipated Circumstances. IJOLARES: Indonesian Journal of Law Research. https://doi.org/10.60153/ijolares.v4i1.262

Siregar, R. N. M., & Adlhiyati, Z. (2025). Ingkar Janji Menikahi sebagai Perbuatan Melawan Hukum: Kajian Putusan No. 18/PDT.G/2023/PN MGG. Aktivisme: Jurnal Ilmu Pendidikan, Politik dan Sosial Indonesia. https://doi.org/10.62383/aktivisme.v2i2.813

Slamet, S. R. (n.d.). Claims for Damages in Unlawful Acts: A Comparison with Default. 119. https://media.neliti.com/media/publications/18068-ID-tuntutan-ganti-rugi-dalam-perbuatan-melawan-hukum-suatu-perbandingan-dengan-wanp.pdf

Soekanto, S., & Mamudji, S. (1995). Normative Legal Research: A Brief Review. Raja Grafindo.

Sudiro, A., Rahayu, M. I. F., Markon, & Arafah, W. (n.d.). Legal Research Methodology: A Comprehensive Guide to Academic and Practical Writing. CV Diva Pustaka. https://repository.iiq.ac.id/xmlui/handle/123456789/4237

Suryoutomo, M., & Lindgren, S. (2025). Reconstructing The Concept Of Unlawful Acts To Address The Challenges Of Modern Civil Disputes. Pena Justisia: Media Komunikasi dan Kajian Hukum. https://doi.org/10.31941/pj.v24i2.7115

Susantyo, H. P., Saifuddin, A., & Hasan, A. F. (2025). Analisis Yuridis Pendekatan Restoratif Berbasis Kearifan Lokal pada Tindak Pidana Ringan. AHKAM. https://doi.org/10.58578/ahkam.v4i3.7283

Susilo, M. A. E., Malta, H., Japri, F. V., & Kosim, W. (2026). Restitutio in Integrum in the Cancellation of Land Sale and Purchase Deeds Due to Wanprestasi (Breach of Contract): Legal Protection Analysis and Socio-Legal Implications for Third-Party Consumers. Glosains: Jurnal Sains Global Indonesia, 7(2), 306–315.

Susilo, M., Malta, H., Japri, F. V., & Kosim, W. (2026). Restitutio in Integrum in the Cancellation of Land Sale and Purchase Deeds Due to Wanprestasi (Breach of Contract): Legal Protection Analysis and Socio-Legal Implications for Third-Party Consumers. Glosains: Jurnal Sains Global Indonesia. https://doi.org/10.59784/glosains.v7i2.656

Syafitri, I., S., Kamello, T., & Purba, H. (2025). Contemporary Legal Certainty in Insurance Default Claims: A Comparative Study of Islamic and Positive Law Perspectives. MILRev: Metro Islamic Law Review. https://doi.org/10.32332/milrev.v4i1.10465

Syahil, M. C., Samian, S., & Hardjomuljadi, S. (2025). Legal Protection for Contractors Against Unilateral Termination by the Employer under Construction Contracts. Interdisciplinary Social Studies. https://doi.org/10.55324/iss.v5i1.973

Tifana, N. A., Djukardi, E., Putri, S., & History, A. (2025). Annulment of Lease Agreements Based on Third-Party Undue Influence under the Indonesian Civil Code. JUSTISI. https://doi.org/10.33506/js.v11i3.4762

IJIS
Immortalis Journal of Interdisciplinary Studies
ISSN: 3123-3600 https://immortalispub.com/ijis
Vol. 2 Issue 3, July 2026, pp. 35-57

Tile, L. (2026). CONTRACTUAL JUSTICE AND THE PRINCIPLE OF GOOD FAITH: A JUDICIAL PERSPECTIVE FROM. International Journal of Eurasian Education and Culture. https://doi.org/10.35826/ijoecc.2892

Tompul, V. B. (n.d.). Civil Law Textbook. PT Pustaka Mandiri. https://repository.unkris.ac.id/id/eprint/2970/1/9786023590513.pdf

Tsuruda, S. (2023). Good faith in employment. Theoretical Inquiries in Law, 24, 206 - 228. https://doi.org/10.1515/til-2023-0011

Ulfa, M., & Gunadi, A. (2022). Unilaterally-Cancelled Cooperation Agreement (A Case Study of Supreme Court of The Republic of Indonesia). Proceedings of the 3rd Tarumanagara International Conference on the Applications of Social Sciences and Humanities (TICASH 2021). https://doi.org/10.2991/assehr.k.220404.126

Usman, N., Tjoanda, M., & Alfons, S. S. (2021). Akibat Hukum Dari Pemutusan Kontrak Secara Sepihak. 93-101. https://doi.org/10.47268/ballrev.v2i1.561

Verstein, A. (2022). Changing Guards. Virginia Law Review, 108(4), 983–1054.

Waruwu, A. P. (2022). Qualification of Ultra Vires Act by Board of Directors Company in Indonesian Law and Court. Locus Journal of Academic Literature Review. https://doi.org/10.56128/ljoalr.v1i5.81

Widjajanto, A., Astawa, I. G. P., & Rulyandi, M. (2025). Decolonising restorative justice in Indonesia: a comparative study across Customary Law traditions. Legality: Jurnal Ilmiah Hukum. https://doi.org/10.22219/ljih.v33i2.40481

Yao, H., Chen, Y., Zhang, Y., & Du, B. (2021). Contractual and relational enforcement in the aftermath of contract violations: the role of contracts and trust. International Journal of Managing Projects in Business, 14(6), 1359–1382.

Zumaroh, S. N. U., & Rusdiana, E. (2025). Analisis Yuridis Pasal 49 KUHP terkait Pembelaan Terpaksa dalam Studi Putusan Nomor 115/Pid.B/2021/PN Stb. Legalite: Jurnal Perundang Undangan dan Hukum Pidana Islam https://doi.org/10.32505/legalite.v10i2.13401