



In Contract Law: Unpacking Undue Influence through a Judge's Lens

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Abstract

This study explores how judges at the Malang District Court view “undue influence” (*misbruik van omstandigheden*) as a determinant of contractual incapacity in contract law and identifies the criteria they use. Employing an empirical approach with case analysis and sociological perspectives, primary data came from interviews, while secondary data, including court rulings and relevant materials, underwent descriptive and qualitative analysis. The research reveals that cases involving individuals who exploit situations from the beginning of an agreement with malicious intent, strategically using economic and psychological advantages to gain control, are central to the concept of undue influence. Surprisingly, the Malang District Court handles a limited number of such cases, as aggrieved parties often initiate criminal fraud proceedings before filing civil lawsuits citing undue influence. Some rulings categorized undue influence claims as unlawful acts or defaults. In deciding undue influence (*misbruik van omstandigheden*) cases, judges prioritize two key factors: the substantive content of the lawsuit, pivotal for the court’s jurisdiction, and the level of due diligence exercised by parties, considering subject matter, witnesses, and relevant correspondence—all affecting the agreement’s validity. Consistency in judicial decisions is recommended to provide legal certainty and predictability for parties involved. This research underscores the need for legal awareness, streamlined procedures, precautionary measures, and ongoing research in this area of contract law.



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A. INTRODUCTION

The principle of contract enforceability obligates parties to honor their mutual commitments as stipulated in their written agreements, as articulated in Article 1338(1) of the Civil Code, which states that “all legally valid agreements have the force of law for those who make them.” Violations of contract terms can result in legal consequences and breaches of the law (Gunawan, 2017). Parties enter into agreements driven by their desire to achieve specific objectives and legally bind themselves to the terms. Contractual obligations serve as a means for parties to exercise their autonomy within the bounds of the law (Saputra, 2016). While parties are free to determine their will in accordance with the principle of freedom of contract, real-world scenarios often witness a prevalence of coercion, mistakes, and fraud, leading to injustices stemming from an inherent power imbalance between contracting parties. In cases where one party wields greater bargaining

power, undue pressure is exerted on the weaker party, resulting in agreements tainted by will defects.

A will defect represents a flaw in the agreement's formation process. When a will defect exists, an agreement may appear to be in place, but it is not genuinely formed out of free will. These will defects manifest during the pre-contractual phase (Gunawan, 2017, p. 47). While the development of civil law and jurisprudence reflects changes in judicial practice, there remains a lack of explicit regulation within the Civil Code addressing undue influence as a factor contributing to such incapacities. Undue influence is a legal doctrine that originated in England, a jurisdiction operating under the common law system. In the Netherlands, this doctrine has evolved into jurisprudence, enabling judges to assess the annulment of agreements. In Indonesian judicial practice, although not explicitly codified, undue influence can serve as grounds for contract annulment.

Article 10(1) of Law Number 48 of 2009 regarding Judicial Power mandates that courts must not refuse to hear and decide cases due to a purported absence of law or legal clarity, but must rather examine and adjudicate them. Nevertheless, the practical application of the undue influence doctrine hinges on how judges establish benchmarks for identifying abuse of circumstances. Given the lack of clear regulations concerning undue influence in Indonesia, understanding and analyzing judges' considerations in cases involving abuse of circumstances becomes pivotal in setting standards.

The choice of Malang District Court/Pengadilan Negeri Malang as the research site is driven by Malang's status as a major economic hub. Supported by diverse sectors including industry, services, trade, and tourism, Malang ranks as the second-largest city in East Java, boasting substantial economic growth (Dewiyanti, n.d.). Agreements form the foundation of business relationships in the region, thereby motivating this study's exploration of the perspectives of Pengadilan Negeri Malang judges on the significance of undue influence (*misbruik van omstandigheden*) as a factor contributing to contractual incapacity in contract law.

Previous research has been conducted regarding to this reseach theme. Benny Tri Prasetyo aims to determine the legal consequences if there is an undue influence in an agreement and the extent to which the clause of undue influence is applied in court decisions. Wandha Benny Bintoro (Bintoro & Ui, 2009) discusses the undue influence (*Misbruik van Omstadigheden*) by PT Telekomunikasi Seluler (Telkomsel) against PT Natrindo Telephone Seluler (NTS) in making an interconnection agreement. Fani (Putra, 2017) In fulfilling a contract, of course it must be based on good faith and also based on the terms of the validity of the contract that have been regulated in the *Burgerlijk Wetboek*. Based on Azam's research, "undue influence" doctrine in legal practice in Indonesia and its function in emphasizing the importance of the consensual principle in contracts (Azam et al., 2020, p. 250). So

then, Cahyono claim that why the common law doctrine is not directly Implemented in Indonesia and the similarities and differences of such doctrine will be discussed (Cahyono, 2020). However, this study distinguishes itself by specifically focusing on the views of judges who serve as decision-makers in cases that may lack statutory regulation. Judges, in such instances, must interpret and deduce legal findings. Hence, this research aims to elucidate how Pengadilan Negeri Malang judges perceive undue influence (*misbruik van omstandigheden*) as a factor contributing to will defects in contract law, with the ultimate goal of formulating appropriate criteria for categorizing an act as undue influence (*misbruik van omstandigheden*).

B. RESEARCH METHOD

This study adopts an empirical and non-doctrinal juridical research approach to investigate the phenomenon of undue influence. To achieve a comprehensive understanding and establish clear standards for identifying behaviors constituting undue influence, a dual methodological approach combining conceptual and case analysis is employed. This allows for an exploration of relevant legal concepts and an examination of specific cases where undue influence may be pertinent. The research is conducted at the Malang District Court/Pengadilan Negeri Malang, situated at Jl. A. Yani No.198, Purwodadi, Kec. Blimbing, Malang City, East Java 65126. Primary data collection relies on insights provided by a civil judge serving at the Pengadilan Negeri Malang, who serves as the primary source of information and expertise on the subject matter. Additionally, secondary data sources encompass a rich array of library materials, including books, scholarly works, and journals addressing topics related to undue influence, contract law, and the theories of legal interpretation and discovery employed by judges. Furthermore, the research draws upon a selection of court decisions from the Pengadilan Negeri Malang that feature undue influence as a significant element. Data acquisition involves conducting interviews with relevant judicial authorities and meticulous documentation of pertinent information. The collected data is subsequently subjected to a qualitative descriptive analysis, which allows for an in-depth exploration of the nuances surrounding undue influence cases and the judicial reasoning behind them.

C. RESULTS AND DISCUSSIONS

The Judge's Take on Undue Influence at Malang District Court: Unpacking its Role in Contract Law Defects

Every contractual relationship is founded on agreements and legal principles. An engagement, in this context, refers to a legally recognized relationship between two parties, wherein one party possesses the entitlement to demand something from the other, and the latter is obligated to fulfill that demand (Subekti, 2008).

Agreements, while not the sole basis for such engagements, are undeniably the most prevalent in everyday human interactions. They have been extensively studied by legal scholars and transformed into codified positive legal norms, jurisprudence, and legal doctrines (Muljadi & Widjaja, 2003).

Agreements, in their formulation and execution, ideally seek to achieve mutual benefit. However, the process of agreement-making often departs from a win-win approach grounded in good faith, which assumes that contracts should ideally be mutually advantageous. Consequently, every agreement commences with an underlying principle of good faith, even though its preparation might involve strategies and tactics (Hernoko, 2010). Parties endowed with significant economic leverage frequently employ tactics and strategies to gain dominance over the counterparty, transforming the negotiation into an adversarial contract. The party holding a stronger position can impose its terms and conditions for its own benefit, resulting in one-sided or unjust contractual provisions. This inequality arises because the freedom of the parties should not be construed as unilateral but rather as a synthesis of the wills of both parties.

For an agreement to be equitable, there must be a balance between the parties involved. The term “*balanced*” or “*evenwichtevenwichtig*” (in Dutch) or “*equality-equal-equilibrium*” (in English) lexically signifies “*same, comparable,*” referencing a condition, position, degree, weight, and more. The equilibrium of the contracting parties is only attainable when both are in a position of equal strength (Sutan Remi Sjahdeini). However, agreements frequently contain elements of mistake (*dwalig*), fraud (*bedrog*), or coercion (*dwang*). While agreements do get formed, they often carry elements of deception or undue pressure.

First, Coercion (*Bedreiging, Dwang*): Coercion is regulated under Article 1324 of the Civil Code. It involves physical violence or psychological threats that induce fear in others, compelling them to enter into an agreement. Coercion can manifest as absolute or relative coercion. Absolute coercion places the subject in a situation where no alternative is available, effectively leaving them with no choice but to accept the agreement. In contrast, relative coercion allows the coerced party some room to consider accepting or rejecting the agreement. Threats can be carried out using both legal and illegal means. For instance, threatening someone with a knife constitutes a legal means, while threatening to file for bankruptcy falls within the realm of illegal means.

Second, Error/misguidance/mistake (*dwalig*): Article 1322 of the Criminal Code distinguishes between personal error and in-personam error. Personal error pertains to an error concerning the nature of the person, and the annulment of the agreement can be sought at the request of the aggrieved party. In contrast, in-personam error concerns mistakes or misguidance regarding the nature of the goods.

Third, Fraud (Bedrog): Fraud arises when an individual intentionally and knowingly misleads others. Acts categorized as fraud include the intentional concealment of facts or the provision of false information with the intention to deceive. The aggrieved party must substantiate the presence of fraud.

Agreements that incorporate any of the aforementioned elements are deemed flawed. A defect of will (*wilsgebreken* or defect of consent) pertains to an inadequacy in the formation of an agreement within a contract or understanding that results in an incomplete agreement. Such agreements are not grounded in genuine free will but rather appear to be products of mutual intent. In some cases, one of the parties to the agreement may feel constrained when providing consent.

Article 1321 of the Civil Code asserts that no agreement is valid if it is tainted by mistake, coercion, or fraud (Triana, 2011). Defects of will listed in Article 1321 of the Civil Code are called classic defects of will. In addition to the defect of will as referred to in Article 1321 of the Civil Code, in judicial practice as reflected in jurisprudence, there is also a fourth form of defect of will, namely undue influence (*misbruik van omstandigheden* or undue influence). In the common law system, in addition to undue influence, unconscionability is also known, both of which are different, although they have something in common, namely that both are based on an imbalance in the bargaining position of the parties (Arifin, 2017). Defects of will that occur due to undue influence have not been widely reviewed in some literature.

Misbruik Van Omstandigheden, or Undue Influence, represents a novel form of will deficiency within the Dutch contract law framework. Dutch contract law borrowed the concept of abuse of circumstances from English law (Khairandy, 2013). Common law jurisdictions have long recognized the doctrine of undue influence (*misbruik van omstandigheden*). This doctrine is founded on the principle of fairness, having evolved in the 19th century as a mechanism for courts to intervene in agreements characterized by an imbalance of power between the parties. This power disparity is known as undue influence, where one party is influenced by factors hindering independent judgment, rendering them incapable of making decisions autonomously.

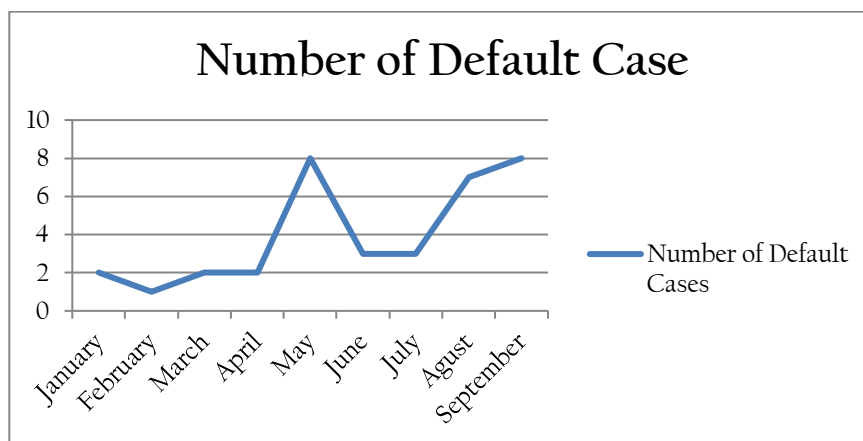
The doctrine of undue influence (*misbruik van omstandigheden*) is known as the doctrine of equality. The doctrine of equality developed in the 19th (nineteenth) century which was part of the expansion of the power of equity for the court to intervene in an agreement in which there was an abuse of an unbalanced position between the parties. This unequal relationship of the parties is called Undue Influence. A person in an agreement is influenced by something that prevents him from making an independent judgment from the other party, so he cannot make an independent decision.

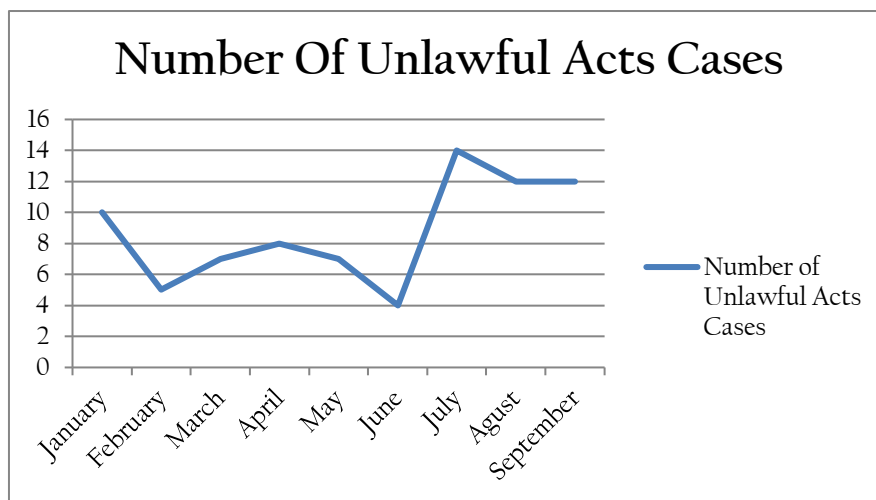
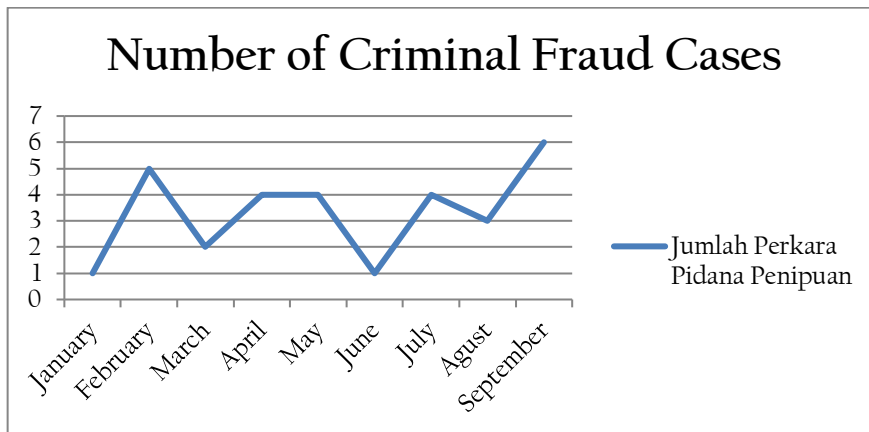
Referring to Article 3: 44 (4) NBW, several circumstances are classified as undue influence, namely: *noodtostand* (an emergency); *afhankelijkheid* (dependence);

lichtzinnigheid (reckless/reckless); *abnormal geestestoestand* (abnormal mental state); and *onervarenheid* (lack of experience) (Budiono, 2003). In general, undue influence is categorized into two groups: (1) undue influence stemming from economic advantage (*economische overwicht*) held by one party over another, and (2) undue influence stemming from psychological advantage (*geestelijke overwicht*) held by one party over another. Van Dunne further divides undue influence into three categories: abuse of economic advantage, abuse of mental superiority, and exploitation of emergencies (Dunne, 1987). The notion of emergency abuse encompasses a wide range of circumstances, extending beyond threats to health, life, honor, or freedom to include threats to personal and/or material assets or reputation. It involves actions aimed at gaining advantages by capitalizing on a state of peril or the weakened state of the other party. Essentially, this emergency abuse is generally categorized under the rubric of economic advantage abuse.

Cases involving undue influence are relatively infrequent in the Pengadilan Negeri Malang. An interview with a civil judge at the Pengadilan Negeri Malang revealed that precise statistics regarding undue influence cases are challenging to ascertain due to their rarity. Plaintiffs, when encountering undue influence, tend to pursue cases under the categories of breach of contract, unlawful acts, and criminal fraud (*Judge of the District Court of Malang*, personal communication, 7 August 2022). Public awareness of the undue influence doctrine remains limited, as reflected in the case statistics from the Pengadilan Negeri Malang Case Investigation Information System. A search using the keyword “Penyalahgunaan Keadaan” (undue influence) yields no cases. However, searches using keywords such as default, unlawful acts, and criminal fraud yield numerous cases, which potentially encompass situations involving undue influence. Statistical data on the number of civil lawsuits related to contract breaches, unlawful acts, and criminal fraud at the District Court Malang from January to September 2020 is provided below (<https://pn-malang.go.id/statistik-perkara/>):

Picture 1: Unlawful acts and criminal fraud in the District Court Malang





Sources: Data rocessed and taken from the data of the directory of decisions of the Supreme Court of the Republic of Indonesia

However, if the keyword “*Omstadigheden*” for the Pengadilan Negeri Malang Court is searched on the search menu on the verdict website page Mahkamah Agung <https://putusan3.mahkamahagung.go.id/> It was found that there were 6 decisions with material content regarding undue influence, which consisted of:

1. Decisions with the order granted is Putusan PN MALANG Nomor 136/Pdt.G/2015/PN Mlg;
2. Decisions with other orders which consist of being rejected and partially granted are Putusan PN Malang Nomor 64/Pdt.G/2018/PN Mlg, Putusan PN MALANG Nomor 294/Pdt.G/2020/PN Mlg, dan Putusan PN MALANG Nomor 85/Pdt.G/2019/PN Mlg.
3. Decisions with a verdict that cannot be accepted, consist of 2 decisions: Putusan PN MALANG Nomor 266/Pdt.Bth/2019/PN Mlg dan Putusan PN MALANG Nomor 36/Pdt.G/2021/PN Mlg.

This search was carried out in 2021 in a search on the verdict website page Mahkamah Agung <https://putusan3.mahkamahagung.go.id/> by using the keyword “Omstadigheden” can be classified as follows:

1. Classification of Civil Decisions – Unlawful Acts consists of 3 decisions: Putusan PN Malang Nomor 64/Pdt.G/2018/PN Mlg, dan Putusan PN MALANG Nomor 36/Pdt.G/2021/PN Mlg, dan Putusan PN MALANG Nomor 85/Pdt.G/2019/PN Mlg.
2. Classification of Civil Decisions consists of 5 decisions, including: Putusan PN Malang Nomor 64/Pdt.G/2018/PN Mlg, Putusan PN MALANG Nomor 266/Pdt.Bth/2019/PN Mlg, Putusan PN MALANG Nomor 294/Pdt.G/2020/PN Mlg, Putusan PN MALANG Nomor 36/Pdt.G/2021/PN Mlg, dan Putusan PN MALANG Nomor 85/Pdt.G/2019/PN Mlg.
3. Classification of Civil Decisions – Default is Putusan PN MALANG Nomor 294/Pdt.G/2020/PN Mlg.

Undue influence, default, and acts against the law represent distinct legal concepts. Undue influence encompasses situations characterized by economic and psychological pressure exerted upon one party in an agreement. In contrast, the legal concepts of default and unlawful acts, as delineated in the Civil Law system within Book III of the Civil Code, pertain to different aspects of engagements. Defaults arise from agreements due to contractual breaches, while unlawful acts result from engagements violated by the law itself (Slamet, 2013). The legal framework for unlawful acts and defaults encompasses two interpretations. In a narrow sense, unlawful acts refer to actions that violate the subjective rights of individuals as prescribed by law or contravene the legal obligations of the perpetrator. In a broader context, it encompasses any act or omission that infringes upon the rights of others, breaches legal obligations owed by the actor, violates principles of decency, or transgresses societal norms applicable to interpersonal relationships.

Default, on the other hand, may be understood as the failure to fulfill contractual obligations correctly or in a timely manner. This failure can manifest in several ways: (1) Non-performance of agreed-upon obligations. (2) Execution of agreed-upon actions, but not in accordance with the agreed-upon terms. (3) Fulfillment of agreed-upon promises but with undue delay. (4) Performance of actions explicitly prohibited by the agreement.

According to a judge from the Pengadilan Negeri Malang, in cases involving undue influence, it is common for one of the aggrieved parties to initially file a criminal case with allegations of fraud. Subsequently, they may file a civil lawsuit specifically addressing the issue of undue influence (*Judge of the District Court of Malang*, personal communication, 7 August 2022). his dual-lawsuit approach not only increases the costs associated with the legal proceedings but also prolongs the resolution process. Furthermore, it may lead to dissatisfaction with the court's

decision on the part of one party. The duration of case resolution, particularly in civil cases, has garnered significant public attention, with waiting times averaging between four to six months in district courts, up to 12 months in high courts, and even longer periods in the Supreme Court (Budiarjo et al., n.d.). Considering these factors, parties often deliberate extensively before pursuing a case, choosing between civil or criminal proceedings based on their cost and time considerations.

Combining breach of contract claims with unlawful act claims involving undue influence cannot be justified. This stance is reaffirmed by the Mahkamah Agung in Decision No. 1875 K/Pdt/1984 dated April 24, 1986. Additionally, Decision No. 879 K/Pdt/1997 dated January 29, 2001 emphasizes that merging unlawful act and breach of contract claims in a single lawsuit violates procedural rules, as both must be addressed separately. In cases where litigants possess legal expertise, the party will typically initiate proceedings specifically related to undue influence. The concept of abusing circumstances is not codified in the Civil Code or other statutory regulations. Undue influence represents a doctrine rooted in common law systems, whereas Indonesia operates under a Civil Law system that does not officially recognize undue influence doctrines. The doctrine of undue influence initially emerged in England, and in the Netherlands, it has evolved into judicial practice as a basis for judges to decide agreements in court.

Despite the absence of explicit regulation in the Civil Code and other legal statutes, courts, including the Pengadilan Negeri Malang, cannot reject cases involving undue influence. Article 10, paragraph (1) of Law Number 48 of 2009 concerning Judicial Power mandates that “the court is prohibited from refusing to examine, hear and decide on a case that is submitted on the pretext that the law does not exist or is unclear, but is obliged to examine and try it.” Cases involving undue influence brought before the Pengadilan Negeri Malang are resolved using jurisprudence as one of the bases for decision-making.

According to a judge at the Pengadilan Negeri Malang, undue influence entails a defect in an agreement, wherein one party exploits its authority over another who is in a vulnerable state, such as an emergency situation, an unsound state of mind, or a lack of experience in legal matters, leading to a loss. The judge in the Pengadilan Negeri Malang also noted that undue influence may occur when one party enters into an agreement in bad faith, intending to deceive the other party. Article 1320 of the Civil Code stipulates that a valid agreement must meet subjective conditions. If an agreement exhibits subjective deficiencies, the court must nullify it. Until the agreement is nullified, it remains binding, but either party may seek partial or complete annulment of its contents (Saputra, 2016).

Cases involving undue influence, or “penyalahgunaan keadaan,” typically allege both the abuse of economic advantage and psychological advantage simultaneously. There have been no cases brought before the Pengadilan Negeri Malang that solely invoke arguments related to the formulation of agreements,

including the content of clauses or considerations of fairness and customary practices within agreements.

In the view of a judge at the Pengadilan Negeri Malang, the aggrieved party alleging the abuse of circumstances must substantiate that the agreement, at the time of its formation, contained elements of such abuse. For instance, in cases of economic advantage abuse, the injured party must demonstrate an advantage imbalance between the parties or coercion during the agreement's signing. If the abuse arises from psychological or mental advantages, the party must prove that one party exploited a particular type of dependency, such as a special trust relationship between parent and child, husband and wife, doctor and patient, or pastor and congregation. Alternatively, they may prove that one party took advantage of the opposing party's specific mental state, such as mental disorders, inexperience, recklessness, lack of knowledge, poor physical condition, and so forth.

Evidence serves as a means for litigants to substantiate their claims and establish the truth of events in question. Articles 163 HIR and 283 RDG state that "Whoever asserts a right or mentions an event to support their right or challenge another person's right must prove the existence of that right or event." Consequently, litigants are only required to prove rights or events contested by the opposing party. At the Pengadilan Negeri Malang, judges primarily consider documentary evidence and witness testimonies when deciding cases involving undue influence (*Judge of the District Court of Malang*, personal communication, 7 August 2022).

Documentary evidence holds a central role in civil cases since these actions are intentionally undertaken. Written documents, such as agreements, serve as vital tools to validate civil actions. In civil cases, evidence is categorized into various forms, as prescribed in Articles 164 HIR, 284 RBG, and 1866 BW, which include letters, witnesses, allegations, confessions, and oaths. Judges meticulously examine the evidence to make informed decisions on cases involving the abuse of circumstances. While the doctrine of undue influence is not formally codified in the Civil Code and statutory regulations, judges in Indonesia draw from jurisprudence to guide their decisions. It's important to note that judges in Indonesia are not bound by precedents set by previous judges in similar cases, as Indonesia's judicial system does not adhere to the principle of *stare decisis*. This practice enables judges to create new legal precedents that adapt to societal changes and community developments (Khairandy, 2013). The jurisprudence referenced in cases of undue influence includes: (1) Kasus Bovag Arrest, Hoge Raad 11 Januari 1957; (2) Putusan Mahkamah Agung Republik Indonesia Nomor 3431/K/PDT/1985; (3) Putusan Mahkamah Agung Republik Indonesia Nomor 3641/K/PDT/2001; (4) Putusan Mahkamah Agung Republik Indonesia Nomor

1979/K/PDT/2010; (5) Putusan Mahkamah Agung Republik Indonesia Nomor 2131/K/PDT/2011;

Legal Standards for Deciding Cases of Undue Influence (*Misbruik Van Omstandigheden*) in Indonesia

Creating judicial criteria for adjudicating cases involving undue influence (*Misbruik Van Omstandigheden*) in Indonesia is a complex task that requires careful consideration of legal principles, existing laws, and jurisprudence. To begin, it is vital to acknowledge that all contractual relationships in Indonesia are built on the bedrock of agreements and legal principles. These agreements should ideally be founded on the principles of mutuality and good faith, representing the cornerstone of all legal interactions. This sets the stage for equitable engagements between parties.

One of the primary issues at hand is the inherent inequality that can arise within agreements. Parties with significant economic power may resort to various tactics and strategies, often departing from the ideal of genuine agreements that should embody the combined will of both parties. This imbalance requires thorough examination to ensure fairness and equity.

Understanding the concept of “defects of will” within Indonesian contract law is crucial. These defects encompass mistakes (*dwaling*), coercion (*bedreiging, dwang*), and fraud (*bedrog*), all of which play pivotal roles in determining the validity of agreements. Recognizing these elements is essential for assessing the integrity of contracts. Introducing the concept of “*Misbruik Van Omstandigheden*” or undue influence is pivotal. It's important to clarify that this concept originated from the adaptation of English law principles into Dutch contract law. Undue influence represents a critical aspect of evaluating agreements characterized by an imbalance of power.

Categorizing undue influence into economic advantage (*economische overwicht*) and psychological advantage (*geestelijke overwicht*) is a significant step. Further subcategories like the abuse of economic advantage, abuse of mental superiority, and exploitation of emergencies provide clarity on the various forms this influence can take.

Delving into specific circumstances that may constitute undue influence, such as emergencies (*noodtoestand*), dependence (*afhankelijkheid*), recklessness (*lichtzinnigheid*), abnormal mental states (*abnormal geestestoestand*), and lack of experience (*onervarenheid*), aids in understanding the contexts in which undue influence can occur. Recognizing the rarity of undue influence cases in the Pengadilan Negeri Malang and the associated tracking challenges underscores the need for a structured approach to address such cases when they do arise. Clearly articulating the differences between undue influence, breach of contract, and unlawful acts is critical. These distinctions underscore that each represents a

distinct legal concept with its own set of implications and consequences. Shedding light on the dual-lawsuit approach, where parties initially file criminal cases with fraud allegations in cases of undue influence, and later pursue civil lawsuits addressing undue influence, helps highlight the complexities and potential drawbacks of this legal strategy.

Explaining that Indonesian courts cannot reject cases involving undue influence, despite its absence in the Civil Code, due to Article 10, paragraph (1) of Law Number 48 of 2009 concerning Judicial Power, underscores the legal framework that governs the examination of such cases. Providing criteria for establishing undue influence in court, which involves proving imbalances in economic or psychological advantage and demonstrating the presence of abuse at the time of agreement formation, is central to the legal process. Clarifying that litigants bear the responsibility of providing evidence to substantiate their claims of undue influence, with a focus on documentary evidence and witness testimonies, emphasizes the importance of evidence in legal proceedings.

Highlighting the reliance on jurisprudence by judges in Indonesia, despite the absence of formal codification of undue influence, underscores the dynamic nature of the legal system and the need to consider past cases as guiding principles. Explaining that Indonesian judges have the flexibility to create new legal precedents allows for adjustments in accordance with societal changes and community developments, reflecting the evolving nature of the legal landscape. The significance of establishing transparent judicial criteria for cases involving undue influence reiterates the importance of fairness, equity, and consistency in legal proceedings. Engaging legal experts, scholars, and stakeholders is vital to ensure accuracy, fairness, and compliance with both Indonesian legal principles and international standards. Moreover, consulting relevant legal authorities and thoroughly reviewing existing case law is essential to craft effective criteria that uphold justice and integrity in the Indonesian legal system.

D. CONCLUSION

The significance of undue influence (*Misbruik Van Omstandigheden*) in Indonesian contract law cannot be underestimated. This complex legal concept intersects with principles of fairness, equity, and the integrity of contractual relationships. The presence of defects of will, encompassing mistake, coercion, and fraud, highlights the need for a comprehensive understanding of undue influence. While not explicitly codified in the Civil Code, Indonesian courts cannot reject cases involving undue influence, as mandated by Article 10 of Law Number 48 of 2009 concerning Judicial Power. However, undue influence cases remain relatively rare in the Pengadilan Negeri Malang, often leading to dual-lawsuit approaches that can increase costs and prolong resolution times. Developing judicial criteria for adjudicating undue influence cases is paramount, ensuring that the legal system

upholds the principles of mutuality, good faith, and equitable engagements while addressing issues of inequality, imbalance of power, and coercion. This task necessitates collaboration among legal experts, scholars, and stakeholders, considering international standards and comprehensive reviews of existing case law to provide clarity and consistency in the Indonesian legal landscape.

Future research in the field of undue influence in Indonesian contract law should focus on conducting empirical studies to assess the prevalence of undue influence cases and the efficacy of existing legal mechanisms. Additionally, efforts should be made to collaborate with legal experts to formulate precise judicial criteria for adjudicating such cases, considering economic and psychological nuances and specific circumstances. Enhancing public awareness and legal education on undue influence is crucial to discourage dual-lawsuit approaches. Comparative legal analysis, legislative reforms, stakeholder engagement, case documentation, and ongoing jurisprudential reviews should also be pursued to strengthen the legal framework, improve access to justice, and align Indonesia's legal system with international standards.

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COMPETING INTEREST

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