

Misbruik van Omstandigheden as a Doctrine Legitimizing the Cancellation of Lease Agreement due to Abuse of Circumstances

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Abstract

The doctrine of Misbruik van Omstandigheden is a phenomenon that frequently arises in the dynamics of agreements between parties, especially as a legal justification for the annulment of contracts, including rental agreements. The main issue in this study focuses on the conceptualization and actualization of the doctrine of Misbruik van Omstandigheden as the primary basis for contract annulment, as well as an analysis of the judicial arguments that use this doctrine as a legal foundation for canceling rental agreements. This research adopts a normative legal method with a legislative approach, case studies, and in-depth conceptual analysis. The findings reveal that although the doctrine of Misbruik van Omstandigheden does not have explicit regulation in the Civil Code, jurisprudence has established it as a valid form of defect in will for annulment of a contract in Indonesia. Furthermore, judges' considerations in applying this doctrine as a basis for the annulment of rental agreements must meet strict legal standards and be based on Van Dunne's Theory as a fundamental parameter in assessing the validity and legality of judicial decisions.

I. Introduction

To ensure the smooth implementation of the agreement, it is important to focus on various aspects. A key consideration is the format of the agreement itself. Although agreements can be established verbally or in writing, it is advisable to use a written format to reduce the likelihood of potential disputes.¹ A commonly used form of agreement is a rental agreement which is governed by Article 1548 of the Civil Code (KUHPerdata). In this type of agreement, the party that rents the property is referred to as the creditor, while the party that leases it is known as the debtor.²

Cancellation of a rental agreement can be done based on Article 1321 of the Civil Code if the agreement between the parties results from a mistake, coercion, or fraud that leads to a defect of will. Additionally, there is the doctrine of abuse of circumstances (*Misbruik van Omstandigheden*), which refers to the exploitation of an imbalance in the parties' positions within an agreement to gain an unfair economic advantage. This doctrine has developed through judicial practice, based on judges' decisions in cases where there were imbalances in economic or psychological power between the parties involved. Although it is not explicitly regulated in the Civil Code or other laws, this doctrine has been recognized as a legal principle and applied in various court decisions in Indonesia.³

The lack of clarity regarding the standards for the implementation of *Misbruik van Omstandigheden* within the Indonesian legal framework poses potential risks for the parties involved. The absence of explicit regulations governing this doctrine results in inconsistencies in judicial decisions and creates uncertainty regarding applicable terms and conditions. In certain instances, courts have rejected applications despite the presence of clear evidence, while in other cases, such applications have been granted. A notable example of this contentious application can be found in the Medan

¹ Wati, N. P. P., Mahendrawati, N. L. M., & Arini, D. G. D. "Tanggung Jawab Pihak Asuransi Terhadap Perjanjian Kredit Bank Dalam Hal Debitur Meninggal Dunia", *Jurnal Konstruksi Hukum* 2, No. 1 (2021), P. 196. <https://doi.org/10.22225/jkh.2.1.2996.196-201>

² Hernoko, Agus Yudha. *Hukum Perjanjian*, Prenada Media, (2019): P.28

³ Dwi Fidhayanti. "Penyalahgunaan Keadaan (*Misbruik Van Omstandigheden*) Sebagai Larangan Dalam Perjanjian Syariah", *Jurisdictie: Jurnal dan Syariah* 9, No.2 (2018): P. 167. <https://doi.org/10.18860/j.v9i2.5076>

District Court Decision Number 8/Pdt.G/2022/PN Mdn, which determined that the tenant had engaged in *Misbruik van Omstandigheden*.

The Medan District Court Decision Number 8/Pdt.G/2022/PN Mdn addresses a land dispute involving an area of 27,090 m² that the plaintiff claims ownership of, but is currently being unlawfully occupied by defendants 1-7 under a rental agreement with defendants 8-14. The plaintiff alleged that the defendants manipulated the law through “*Misbruik van Omstandigheden*” and committed unlawful acts (“*Onrechtmatige Daad*”). The plaintiff’s demands included confirmation of land ownership, complete cancellation of the rental transaction, and compensation for the violations incurred. The panel of judges determined that defendants 1-14 were indeed guilty of *Misbruik van Omstandigheden* and *Onrechtmatige Daad*. As a result, all rental transactions were annulled, and the defendants were ordered to compensate the plaintiff. This decision has generated considerable debate due to the ruling that defendants 1-7, who were merely tenants, were found guilty and required to pay compensation. This outcome is particularly contentious given that they rented property from defendants 8-14, who asserted their status as the legal owners of the land. The cancellation of the rental agreement, justified by invoking “*Misbruik van Omstandigheden*” (abuse of circumstances), and subsequently classified as “*Onrechtmatige Daad*” (unlawful act), creates notable legal inconsistencies since these two concepts are founded on distinct argumentative bases. Furthermore, the ruling does not adequately elucidate the fundamental components of “*Misbruik van Omstandigheden*” specifically the element of dominance or superior positioning of one party within the agreement. This lack of clarity raises significant concerns regarding the validity and application of the legal principles employed in this case.

This research holds significant importance, particularly given that “*Misbruik van Omstandigheden*” lacks clear regulations within the Indonesian legal framework, while related issues persist in legal practice. A comprehensive juridical analysis is essential to develop precise terms, conditions, and categories, thereby ensuring legal certainty and alleviating ambiguity in its application.

II. Research Method

This research focuses on the conceptualization and practical application of the doctrine of *Misbruik van Omstandigheden* as the main basis for contract cancellation, accompanied by an analysis of the legal considerations that use the doctrine to cancel lease agreements. Using a normative legal methodology, this research combines statutory approaches, case studies, and in-depth conceptual analysis.

III. Result and Discussion

1. Concept and Implementation of the *Misbruik van Omstandigheden* Doctrine as a Basis for Cancellation of the Agreement

In Indonesian law, *Misbruik van Omstandigheden*, or what is known as undue influence, is defined as an abuse of circumstances. This situation occurs when one party has an economic, psychological, or both advantage over another party. With this imbalance, the more dominant party can take advantage of its position to impose contract provisions that only benefit itself unilaterally, without considering the principles of justice.⁴ In contract law, abuse of circumstances is categorized as a defect of will (*wilsgebreke*), which can be used as a basis for canceling an agreement. Inequality of bargaining power, which cannot be avoided by the weaker party, is the main factor in this abuse.⁵ This concept includes situations in which a person knows or should know that the other party is inexperienced, unable to think carefully, or is facing an emergency that prompts him to take legal action. In its development, this doctrine expanded the role of power of equity in the justice system, allowing the court to intervene in agreements that involve an imbalance of position between the parties.⁶ *Nieuwe Burgerlijk Wetboek* (N.B.W) established a new reason for canceling the agreement in Article 44 paragraph (1) by establishing four conditions for abuse of circumstances. First, there must be special conditions such as emergency,

⁴ Sharon Clarins. "Penerapan Doktrin Penyalahgunaan Keadaan (*Misbruik Van Omstandigheden*) Dalam Putusan Pengadilan di Indonesia", *"Dharmasisya"* Jurnal Program Magister Hukum FHUI2 No.2, (2022): P.537. <https://scholarhub.ui.ac.id/dharmasisya/vol2/iss2/1>

⁵ Mulyati, Etty. "Penyalahgunaan Keadaan (*Misbruik Van Omstandigheden*) Dalam Kesepakatan Perjanjian Kredit", *Pandecta* 15, No. 2. (2020): P. 43. <http://dx.doi.org/10.15294/pandecta.v15i2.19527>

⁶ Khairandy, Ridwan. *Hukum Kontrak Indonesia (Dalam Perspektif Perbandingan)* (Bagian Pertama). FH UII Press, Yogyakarta (2019). P.227

dependency, negligence, mental disorders, or inexperience. Second, the *kenbaarheid* element must be fulfilled, namely that one of the parties knows or should know about the condition. Third, abuse occurs when the dominant party continues with the agreement even though ethically and legally it should not be done. Fourth, there must be a causal relationship, where without abuse of circumstances, the agreement would not occur. With this update, the legal system in the Netherlands now recognizes abuse of circumstances as a valid basis for canceling a contract.⁷

According to Van Dunne, abuse of circumstances occurs when one party with an economic or psychological advantage takes advantage of a particular situation to obtain an unfair advantage without any element of coercion or fraud.⁸ This imbalance arises during the negotiation and contract formation stages, thus what is at issue is not the validity of the contract itself, but rather the existence of a defect of will. In the case of *misbruik van omstandigheden*, the agreement remains binding unless the aggrieved party files for cancellation. On the other hand, the party who has committed abuse does not have the right to cancel the contract, even if in the end the agreement proves to be detrimental to him.⁹

In Indonesia, the teaching of *misbruik van omstandigheden* is not explicitly regulated in the law, but has been recognized through jurisprudence as a form of will defect. This recognition developed through various judge's decisions in civil disputes which showed injustice towards the weaker party. In general, *misbruik van omstandigheden* is classified into two forms, namely the unfair abuse of psychological power to force an agreement on agreements and the use of authority, position, or trust to encourage other parties to carry out unfair transactions. Based on this teaching, judges have the authority to cancel an agreement, under the mandate of Law Number 48 of 2009 concerning Judicial Power, which requires the court to continue deciding cases even if there is a legal

⁷ Salam, M. Nur, Salim Salim HS, and Aris Munandar. "Penyalahgunaan Keadaan (*Misbruik Van Omstandigheden*) yang Mengakibatkan Batalnya Perjanjian (Studi Kasus Putusan Nomor 234/Pdt. G/2020/Pn. Mtr)." *Indonesia Berdaya* 4, No. 2 (2023): P. 467. <https://doi.org/10.47679/ib.2023430>

⁸ Purnomo, B., Hartono Widodo, and M. Rikhardus Joka. "Penyalahgunaan Keadaan (*Misbruik van Omstandigheden*) Dalam Bidang Hubungan Industrial yang Mengakibatkan Pembatalan Atas Surat Pengunduran Diri Pekerja." *Krisna Law* 3, No. 2 (2021): P. 2 <https://doi.org/10.37893/krisnalaw.v6i3>

⁹ Sukananda, Satria, and Wahyu Adi Mudiparwanto. "Akibat Hukum Terhadap Perjanjian yang Mengandung Cacat Kehendak Berupa Kesesatan atau Kekhilafan (*Dwaling*) di Dalam Sistem Hukum Indonesia." *Justitia Jurnal Hukum* 4, No.1. (2020): P. 169 <https://journal.um-surabaya.ac.id/Justitia/article/view/4025>

vacuum or ambiguity.¹⁰

Misbruik van Omstandigheden is not regulated in the Civil Code but is recognized as a reason for canceling an agreement through jurisprudence. This doctrine developed through various judge decisions that handled civil disputes related to agreements that were considered unfair and detrimental to weak parties. Important decision of MA Number 1904 WSipl 1982 concerning cancellation of agreements due to abuse of circumstances, MA Number 3431 K/Pdt/1985 regarding loan interest and collateral which is contrary to propriety, MA Number 456 K/Pdt/1993 concerning Debt Acknowledgment Letters, and MA Number 3666 K/Pdt/1992 relating to the decision of the Medan High and District Courts. These decisions serve as a jurisprudential guide for judicial institutions in deciding similar cases.¹¹

According to Van Dunne, *Misbruik van Omstandigheden* does not determine the validity of an agreement, because the factors behind the agreement are not the main elements in assessing the validity of the contract. This doctrine is divided into two main forms, namely abuse of economic superiority and abuse of psychological superiority (Judanto et al). Abuse of economic superiority occurs when an imbalance of position in negotiations forces the weaker party to accept an agreement with terms that completely benefit the stronger party.¹² This condition can be recognized through the existence of unfair clauses, pressure given to weak parties to agree to contracts, as well as disparities in performance scores. Meanwhile, abuse of psychiatric superiority occurs when a more powerful party takes advantage of a trust-based relationship, such as between a doctor and patient or husband and wife, to gain an unequal advantage. In addition, certain conditions such as mental disorders, lack of experience, or health problems can also be exploited in the practice of abusing conditions in an agreement.¹³

¹⁰ Paparang, Fatmah. "Misbruik van omstandigheden Dalam Perkembangan Hukum Kontrak." *Jurnal Hukum Unsrat* 22, No.6. (2016): P.49 <https://doi.org/10.35799>

¹¹ Shodiq, Muhammad Ja'far. Analisis Yuridis pembatalan akta perjanjian pengikatan untuk jual beli akibat Misbruik Van Omstandigheden: Studi putusan Pengadilan Negeri Mataram Nomor 234/Pdt. G/2020/PN Mtr. Diss. Universitas Islam Negeri Maulana Malik Ibrahim, (2023): P. 50.

¹² Judanto, Muhammad Dhimas, and Mohamad Fajri Mekka Putra. "Perbandingan Konsep Misbruik van omstandigheden Dan Undue Influence Dalam Kaitannya Dengan Pembentukan Klausula Baku Untuk Kredit Perbankan." *JISIP (Jurnal Ilmu Sosial dan Pendidikan)* 6, No. 3 (2022): P. 105. <http://dx.doi.org/10.58258/jisip.v6i3.3424>

¹³ Nuraini, Hanifah, Dauri Dauri, and Ricco Andreas. "Paradigma interpretif konsep penyalahgunaan keadaan (Misbruik van omstandigheden) pada perjanjian kredit perbankan." *Refleksi Hukum: Jurnal Ilmu Hukum* 4, No. 2 (2020): P. 270. <https://doi.org/10.24246/jrh.2020.v4.i2.p259-280>

Three main aspects are indicators of *Misbruik van Omstandigheden*. First, a balance of positions between the parties in the contract formation process must be maintained to avoid abuse of circumstances. Inequalities in economic or psychological power can be exploited by the more dominant party to gain an unfair advantage. Second, the substance of the agreement must be analyzed in detail to ensure there are no clauses that disadvantage the weaker party. In this case, the judge has the authority to examine every provision in the contract thus there are no elements of coercion or exploitation. Third, the morality aspect in contracts is related to the principles of justice, propriety, and good faith.¹⁴ Judges must uphold these values thus every decision taken reflects proportional justice for all parties involved.

The *Misbruik van Omstandigheden* benchmark, both in the aspect of abuse of economic advantage and psychological superiority, can be used as a limit in assessing whether an agreement contains elements of abuse of circumstances. Using this benchmark, plaintiffs can first review the evidence presented to determine whether the case at hand meets the criteria for abuse of circumstance. Based on this explanation, the actualization of *Misbruik van Omstandigheden* in an agreement can be proven through three main aspects. First, there must be an economic or psychological imbalance between the contracting parties. Second, the agreement must show an imbalance in the fulfillment of achievements. Third, there must be losses arising from this inequality, as has been confirmed in various existing jurisprudence.

2. Basis for Cancellation of Rental Agreement by Judge Using *Misbruik van Omstandigheden* as Consideration

Cancellation of a rental agreement is regulated in Articles 1446-1456 of the Civil Code and can occur due to three main factors. First, if one or both parties are still minors or under guardianship. Second, if the agreement made is contrary to applicable legal provisions. Third, there is a defect of will (*wilsgebreken*) which prevents the formation of a legal agreement between the parties. This defect will occur before the contract is agreed upon, especially at the initial stage of the agreement. In the Civil Code, three forms of defects of will can be the basis for canceling an agreement, namely mistake (*dwaling*) as regulated in Article 1322,

¹⁴ Purbasari, Putri. "Kajian Perlindungan Employee Invention terhadap Penyalahgunaan Keadaan (*Misbruik Van Omstandigheden*) dalam Perjanjian Kerja." *Jurnal Meta-Yuridis* 1, No. 2 (2018): P. 219. <https://doi.org/10.26877/M-Y.V1I2.2865>

coercion (dwang) in Articles 1323-1327, and fraud (bedrog) in Article 1328 (Widia & Budiarta, 2022:3).¹⁵ Along with legal developments, the doctrine of *Misbruik van Omstandigheden* or abuse of circumstances as an additional reason that can be used to cancel an agreement has emerged.

Medan District Court Decision Number 8/Pdt.G/2022/PN Mdn is an example of a case where the judge canceled the agreement based on *Misbruik van Omstandigheden*. This dispute relates to ownership of land covering an area of 27,090 m² located on Jalan KL. Yos Sudarso Km. 8.2, Tanjung Mulia Hilir Village, Medan Deli District, Medan City. This land was recorded in Grant Sultan Number 727 of 1930 under the name of Tengku Maimunah. In this case, the plaintiff as the legal owner of the land sued defendants 1 to 7 for renting land from defendants 8 to 14, who claimed to be the owner without legal rights.

Defendants 1 to 7 did not know that the land they rented did not actually belong to defendants 8 to 14, because during the rental agreement process, no information was provided regarding the actual ownership of the land. The plaintiff considers that the actions of the defendants in controlling land through a rental agreement with a party who does not have the rights is a form of unlawful act. Therefore, the plaintiff considers that this case fulfills the elements of abuse of circumstances (*Misbruik van Omstandigheden*), which can be used as a basis for canceling the agreement.

The plaintiff filed a lawsuit based on Article 1365 of the Civil Code, which regulates the obligation to compensate for losses resulting from unlawful acts. In the lawsuit, the plaintiff accused the defendants of committing abuse of circumstances (*Misbruik van Omstandigheden*), which was then categorized as an unlawful act (*onrechtmatige daad*). The fundamental difference between these two concepts lies in their regulation in law, where *onrechtmatige daad* is explicitly regulated in Article 1365 of the Civil Code, while *Misbruik van Omstandigheden* does not yet have specific provisions in legislation.

In his decision, the judge referred to Article 1917 of the Civil Code, which limits the legal force of a decision to only the subject matter of the case being examined. On this basis, the judge rejected all of the defendant's defenses and granted all of the plaintiff's claims. The judge stated that defendants 1 to 14 were proven to have committed *misbruik van omstandigheden* and *onrechtmatige*

¹⁵ Widia, I. Ketut, and I. Nyoman Putu Budiarta. "Cacat Kehendak Sebagai Dasar Batalnya Perjanjian." *Kertha Wicaksana* 16, No. 1 (2022): P. 3. <https://doi.org/10.22225/kw.16.1.2022.1-6>

daad. However, the decision is considered to be less clear in explaining the elements of *Misbruik van Omstandigheden*. The judge only referred to Article 1365 of the Civil Code to categorize the defendants' actions as an abuse of circumstances as well as an unlawful act, without providing a more in-depth analysis regarding the application of this doctrine in this case. The determination of abuse of circumstances as an unlawful act based on Article 1365 of the Civil Code should be supported by stronger arguments to avoid differences in interpretation in the future. Apart from that, the judge also used Article 1917 of the Civil Code as a basis for rejecting the defendant's defense. This article is more appropriately used to limit the legal force of a decision that has permanent legal force, not as a basis for determining the existence of *misbruik van omstandigheden*. Thus, the application of Article 1917 of the Civil Code in this context shows that there is a weakness in the legal argument regarding abuse of circumstances.

Legal analysis of Decision Number 8/Pdt.G/2022/PN Mdn indicates a lack of clarity in the use of *misbruik van omstandigheden* as a basis for canceling an agreement which is qualified as an unlawful act (*onrechtmatige daad*) based on Article 1365 of the Civil Code. Combining these two concepts without a detailed explanation of their elements and limitations can lead to inconsistencies in law enforcement. The Panel of Judges also referred to Article 1917 of the Civil Code to reject the defendant's defense, but the application of this article was deemed inappropriate. Article 1917 of the Civil Code should be used to regulate the legal force of final decisions, not as a basis to support arguments regarding abuse of circumstances. Thus, the lack of relevance of the use of this article shows weaknesses in formulating strong legal arguments against the application of *misbruik van omstandigheden*.

Medan District Court Decision Number 8/Pdt.G/2022/PN Mdn applies *misbruik van omstandigheden* in a way that is not in line with Van Dunne's theory. This doctrine requires an imbalance of economic or psychological power between the parties, but in this case, no evidence was found to show the dominance of one party in the rental agreement. In addition, the plaintiff is not a party directly involved in the rental contract, therefore the use of this doctrine is irrelevant. Van Dunne emphasized that *misbruik van omstandigheden* can only be applied in contractual relationships between the parties involved, not third parties. The judge also did not review in-depth aspects of the morality and balance of the contract, including the potential for unfairness in the agreement clauses.

Therefore, the application of this doctrine in the decision does not have a strong enough basis and does not fulfill the main elements of Van Dunne's theory. Instead, a more appropriate legal basis should refer to unlawful acts as regulated in Article 1365 of the Civil Code. In the Medan District Court Decision Number 8/Pdt.G/2022/PN Mdn contains fundamental errors. There was no evidence found indicating an imbalance of position or economic or psychological superiority between the lessee and the lessor, even though this element is the main requirement in the doctrine. Without considering key elements such as pressure, unfairness, or the existence of unreasonable clauses, the use of *misbruik van omstandigheden* as a basis for contract cancellation becomes irrelevant and incompatible with the principle of actualization of this doctrine.

IV. Conclusion

Misbruik van omstandigheden or abuse of circumstances can be a basis for canceling the agreement, even though it is not explicitly regulated in the Civil Code. This doctrine has been recognized in jurisprudence as a form of defective will that affects the validity of agreements in Indonesia. Abuse of circumstances occurs when one party takes advantage of economic or psychological advantages to create an imbalance in position, ultimately resulting in injustice and loss for the other party. The actualization of this doctrine can be seen in various court decisions, including Supreme Court Decisions Number 1904 WSipl1982 and Number 3431 K/Pdt/1985, which became the basis for jurisprudence in similar cases. In practice, proof of abuse of circumstances is based on several main indicators, such as economic inequality, mental conditions, achievement imbalances, and the existence of real losses. By considering these benchmarks, courts can cancel agreements to protect the weaker party and ensure that the principles of freedom of contract and fairness are maintained.

IV. References

Books

- Hernoko, Agus Yudha. *Hukum Perjanjian*, Prenada Media, (2019)
- Khairandy, Ridwan. *Hukum Kontrak Indonesia (Dalam Perspektif Perbandingan) (Bagian Pertama)*. FH UII Press, Yogyakarta (2019)
- Shodiq, Muhammad Ja'far. *Analisis Yuridis pembatalan akta perjanjian pengikatan untuk jual beli akibat Misbruik Van Omstandigheden: Studi putusan Pengadilan Negeri Mataram Nomor 234/Pdt. G/2020/PN Mtr.* Diss. Universitas Islam Negeri Maulana Malik Ibrahim, (2023).

Journal Articles

- Dwi Fidhayanti. "Penyalahgunaan Keadaan (Misbruik Van Omstandigheden) Sebagai Larangan Dalam Perjanjian Syariah", *Jurisdictie: Jurnal dan Syariah* 9, No.2 (2018). <https://doi.org/10.18860/j.v9i2.5076>
- Judanto, Muhammad Dhimas, and Mohamad Fajri Mekka Putra. "Perbandingan Konsep Misbruik van omstandigheden Dan Undue Influence Dalam Kaitannya Dengan Pembentukan Klausula Baku Untuk Kredit Perbankan." *JISIP (Jurnal Ilmu Sosial dan Pendidikan)* 6, No. 3 (2022). <http://dx.doi.org/10.58258/jisip.v6i3.3424>
- Mulyati, Ety. "Penyalahgunaan Keadaan (Misbruik Van Omstandigheden) Dalam Kesepakatan Perjanjian Kredit", *Pandecta* 15, No. 2. (2020). <http://dx.doi.org/10.15294/pandecta.v15i2.19527>
- Nuraini, Hanifah, Dauri Dauri, and Ricco Andreas. "Paradigma interpretif konsep penyalahgunaan keadaan (Misbruik van omstandigheden) pada perjanjian kredit perbankan." *Refleksi Hukum: Jurnal Ilmu Hukum* 4, No. 2 (2020). <https://doi.org/10.24246/jrh.2020.v4.i2.p259-280>
- Paparang, Fatmah. "Misbruik van omstandigheden Dalam Perkembangan Hukum Kontrak." *Jurnal Hukum Unsrat* 22, No.6. (2016). <https://doi.org/10.35799>
- Purbasari, Putri. "Kajian Perlindungan Employee Invention terhadap Penyalahgunaan Keadaan (Misbruik Van Omstandigheden) dalam Perjanjian Kerja." *Jurnal Meta-Yuridis* 1, No. 2 (2018). <https://doi.org/10.26877/M-Y.V1I2.2865>
- Purnomo, B., Hartono Widodo, and M. Rikhardus Joka. "Penyalahgunaan Keadaan (Misbruik van Omstandigheden) Dalam Bidang Hubungan Industrial yang Mengakibatkan Pembatalan Atas Surat Pengunduran Diri Pekerja." *Krisna Law* 3, No. 2 (2021). <https://doi.org/10.37893/krisnalaw.v6i3>
- Salam, M. Nur, Salim Salim HS, and Aris Munandar. "Penyalahgunaan Keadaan (Misbruik Van Omstandigheden) yang Mengakibatkan Batalnya Perjanjian (Studi Kasus Putusan Nomor 234/Pdt. G/2020/Pn. Mtr)." *Indonesia Berdaya* 4, No. 2 (2023). <https://doi.org/10.47679/ib.2023430>
- Sharon Clarins. "Penerapan Doktrin Penyalahgunaan Keadaan (Misbruik Van Omstandigheden) Dalam Putusan Pengadilan di Indonesia", "Dharmasisya" *Jurnal Program Magister Hukum FHUI2* No.2, (2022). <https://scholarhub.ui.ac.id/dharmasisya/vol2/iss2/1>

- Sukananda, Satria, and Wahyu Adi Mudiparwanto. "Akibat Hukum Terhadap Perjanjian yang Mengandung Cacat Kehendak Berupa Kesesatan atau Kekhilafan (Dwaling) di Dalam Sistem Hukum Indonesia." *Justitia Jurnal Hukum* 4, No.1. (2020). <https://journal.um-surabaya.ac.id/Justitia/article/view/4025>
- Wati, N. P. P., Mahendrawati, N. L. M., & Arini, D. G. D. "Tanggung Jawab Pihak Asuransi Terhadap Perjanjian Kredit Bank Dalam Hal Debitur Meninggal Dunia", *Jurnal Konstruksi Hukum* 2, No. 1 (2021). <https://doi.org/10.22225/jkh.2.1.2996.196-201>
- Widia, I. Ketut, and I. Nyoman Putu Budiarta. "Cacat Kehendak Sebagai Dasar Batalnya Perjanjian." *Kertha Wicaksana* 16, No. 1 (2022). <https://doi.org/10.22225/kw.16.1.2022.1-6>